

Request for Proposal (RFP)

for

Selection of Consultant for Designing and Implementing Annual Grading Framework Based System for Real Estate Projects/Promoters

Uttar Pradesh Real Estate Regulatory Authority

Lucknow, Uttar Pradesh

December, 2018

Disclaimer

This Request for Proposal (RFP) document is for selection of Consultant (hereinafter referred to as the “Consultant”) for designing and implementing Annual Grading Framework Based System for Promoters/Projects at UP-RERA contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as “Applicant/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required from the Applicants. The Applicants should conduct their own independent assessment, investigation and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. The Real Estate Regulatory Authority, Uttar Pradesh (hereinafter referred to as “Client” or the “Authority”) or any of its employees shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves the right to change any or all conditions/ information’s set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons therefore. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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▪ **General information**

The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the RERA Act”) seeks to protect the interest of home-buyers as well as help boost investments in the real estate industry. The RERA Act establishes Real Estate Regulatory Authority (RERA) in every state for regulation and promotion of the real estate sector. RERA is also envisaged to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner. RERA is mandated to safeguard the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal. RERA will also establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the RERA and the adjudicating officer and for matters connected therewith or incidental thereto.

In accordance with the powers conferred under Section-84 of the RERA Act, the Government of Uttar Pradesh notified **Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter referred to as “the UP RERA Rules”)** on October 27, 2016 and subsequently established **Real Estate Regulatory Authority (RERA), Uttar Pradesh** on May 1, 2017.

It has been provided in Section 32(f) of the Act that RERA will make recommendation to the State Government regarding measures to achieve its mandate as given in the RERA Act and the UP RERA Rules, the Authority seeks to select a Consultant to support in its task of making and finalizing these recommendations.

The Request for Proposal (RFP) document for the selection of Consultant can be downloaded from e-procurement website (<http://etender.up.nic.in>).

Key dates for this RFP are as below:

- Last date of submission of proposals: **1500hrs on 29th-January-2019**
- Last date to receive pre-bid queries: **Online/email by 1500hrs on 14th-January-2019**
- Date of pre-bid conference: **1500hrs on 15th-January-2019**
- Response to pre-bid queries: **by 18th-January-2019**

The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

The contact details are:

Secretary, Real Estate Regulatory Authority (RERA), Uttar Pradesh,
Naveen Bhavan, Rajya Niyojan Sansthan, Kala Kankar House,
Old Hyderabad, Lucknow-226007
Uttar Pradesh.

Telephone: +91 0522-2781440

E-mail: contactuprera@gmail.com

■ Data Sheet

1	Name of the Bid	Selection of Consultant for designing and implementing annual grading framework based system for Real Estate Projects/Promoters
2	Time-period of contract	24 months
3	Method of selection	Combined Quality Cum Cost Based Selection (CQCCBS): 70:30
4	Bid Processing Fee	Non-refundable fee of INR 5,000 (through RTGS/NEFT)
5	Ernest Money Deposit (EMD)	Refundable amount of INR 5,00,000/- (through RTGS)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's officer for addressing queries and clarifications	Secretary, Real Estate Regulatory Authority (RERA), Uttar Pradesh, Naveen Bhavan, RajyaNiyojanSansthan, Kala Kankar House, Old Hyderabad, Lucknow-226007 Uttar Pradesh Telephone: +91 0522 2781440 E-mail: contactuprera@gmail.com
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
11	Consortium to be allowed	No
12	Sub-contracting is allowed	No
13	Account details	For Bid Processing Fee & EMD Account No: 3637352539 IFSC Code: CBIN0280139 Bank Name: Central Bank of India , Hazratganj Branch, Lucknow, U.P

■ Terms of reference

To achieve the mandate as given in the The Real Estate (Regulation and Development) Act, 2016 (hereinafter "the RERA Act") and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter "the UP RERA Rules"), the Authority seeks to select a Consultant for setting up a system for grading of projects and promoters as per the provisions of section 32 of RERA Act. The Bidders must have skills and experience in wide range of functions/services/subjects across the real estate development, registration and regulatory lifecycle. The Consultant shall be appointed for a period of two (2) cycles with the provision for extension for subsequent period of similar tenure based on the outstanding performance.

.1 Scope of services

The Authority in order to facilitate the growth and promotion of a healthy, transparent, productive and competitive real estate sector and to fulfil the mandate given under section 32(f) of Real Estate Act, “Measures to encourage grading of projects on various parameters of development including grading of promoters”, has decided to appoint consultant for setting up of a system for grading of developers and projects in measurable parameters.

- The consultant needs to design a grading system which should follow the objective which is to be addressed through RERA i.e. the grading procedure and related data should provide reliable and measurable information to buyers and developers to ensure protection of interest of the allottees, promoters and real estate agents.
- The consultant shall design and obtain approval of the authority, after due stakeholder consultation, for a system of grading of projects / promoters primarily linking it to disclosure required under RERA Act, Rules and Regulations.
- The grading of promoters should be done annually with first such grading exercise to be done for 2019. The consultant needs to identify set of parameters which could be used as standard variables for evaluating developers/promoters and run the approved system for two cycles.
- The consultant needs to suggest detailed approach for grading, such as what percentage of total score could be linked to:
 - Feedback exercise from actual users
 - Status of disclosure and compliance of RERA provisions
 - Previous track record, etc.
 - Financial Capability.

The designed approach should be transparent, fair and objective in nature.

- The designed grading framework should have rationale based on:
 - Real estate sector development in the State.
 - Sector potential in the State
 - Past history of developers
 - Problems faced by developers and buyers
 - Functions and role of Government and Authorities involved
 - Risk management
 - Online system to ensure ease of grading and maximum transparency
- The consultant should finalize parameters for grading system for developers / promoters which are measurable and can be quantified – some of the indicative parameters are listed below:
- For promoters grading, the Consultant needs to create parameters (but not limited to) depending upon

a) Background and Track Record

- i. Developer procedures, internal system
- ii. Past history of developer in timely delivery of project

- iii. Quality of delivery in terms of major maintenance activities of past projects
- iv. Pending litigations
- v. Assessment of promoter's legal history

b) Financial Profile - Developer's financial strength

- i. Top line
- ii. Bottom line
- iii. Networth
- iv. Ratio analysis
- v. Financial flexibility

c) Processes and Systems

- i. Certifications
- ii. Automation
- iii. Quality Control Processes
- iv. Development Model

d) Sales Support

- i. Customer support system
- ii. After sale service
- iii. Online platform for customers
- iv. Grievance redressal mechanism

e) Compliance with RERA requirements including disclosures

f) Customer Feedback Survey

- For project grading, the consultant needs to create parameters (but not limited to) depending upon

a) Legal Status

- i. Clarity of land title
- ii. Encumbrance status
- iii. Approvals and compliances with various statutory norms

b) Project Financial Status

- i. Assessment of project viability / funding related to cost of land, cost of development, expected sale price

- ii. Assessment of current financial profile
- iii. Available flexibility
- iv. Insurance coverage for project liability
- v. Financial tie-ups

c) Construction Status and Timelines

- i. Assessment of various stakeholders involved in the project, execution methodology; current status.
- ii. Latest available construction/design technology as per compliance requirements
- iii. Status of compliance with GRIHA or similar norms for green buildings
- iv. Timely payments to contractor for executed works
- v. Safety of manpower deployed in construction
- vi. Advertisement content / misleading advertisements
- vii. Manpower qualifications, skills and experience on website; frequency of updates and provision of required statutory information
- viii. Compliance of applicable development parameters etc.
- ix. Provision of e-intimation for delay of project

d) Customer and Market feedback

- i. Goodwill; brand image; feedback from customers, suppliers
- ii. Adherence of sanctioned project plans
- iii. Delivery of services as per brochure/advertisement

e) Management Risk Assessment

- i. Management profile
- ii. Board composition
- iii. Risk profile

- Other indicative parameters, the consultant to propose multiple evaluation parameter along with rationale on why such criteria has been chosen and proposed methodology of evaluation for approval of RERA.
- Based on the parameters and weights finalized in consultation with UPRERA consultant would design the metrics for projects and promoters
- Consultant to advise on categorization of grading and also provide basis for such categorization.
- Consultant should undertake the entire grading process for all registered promoters/projects along with RERA in a transparent manner for two cycles in two years.
- Consultant may propose different evaluation parameters for the 2nd year after taking necessary feedback from RERA, buyers, promoters, and other stakeholders.

- Consultant needs to propose procedures and support in integration of grading portal with single window system for real time updation of data linked to complaints filed with RERA;
- Consultant should co-ordinate with RERA IT consultant for suggesting upgradation in the software to help in grading process.
- Train officers of RERA to carry out this exercise for future cycles.
- Consultant needs to propose feedback mechanism on grading to ensure satisfaction of all stakeholders in grading process.
- The grading process may be designed to be simple, easily implementable and to encourage promoters / projects to endeavour to progressively upgrade their categorization.
- Consultant to suggest any additional (in addition to RERA provisions) surveillance mechanism for having regular checks and balances for monitoring the graded projects.

.2 Team

The consultant should propose and justify the structure and composition of the team detailing the profiles required to accomplish the job based on the understanding of the TOR. The consultant should list the main disciplines of the Assignment / job, the key expert responsible, and proposed technical and support staff.

.3 Timelines, Deliverables and Payment schedule

The overall period of the engagement of the Advisor shall be twenty four (24) months from the date of signing the contract, with the provision for extension based on requirement.

In response to the RFP, the Applicant shall provide financial quote in the form as given in Financial Forms – Standard Forms. GST as per applicable rates shall be paid by the Authority as extra. The financial quote, shall be inclusive of the following:

- All Out-of-Pocket Expenses (OPE)
 - Equipment to be used by the Consultant like laptop
 - Digital tools/ collaboration platforms deployed by the Consultant
 - Stationery
 - Admin expenses

In addition to above, reimbursable expenses shall only be paid for expenses incurred in travelling (domestic) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.

Milestone	Deliverable	Timelines	Payment Schedule
Year 1			
1	<ul style="list-style-type: none">● Report on Approach for Grading Framework● Authority review and approval	T + 1 month	5%

2	<ul style="list-style-type: none"> Report on Designed Grading Framework Authority review and approval 	T + 3 months	15%
3	<ul style="list-style-type: none"> Functional Requirement Specification (FRS) document for development of online portal for grading system Authority review and approval 	T + 4 months	5%
4	<ul style="list-style-type: none"> Supporting and Monitoring Portal development with weekly review with authority on progress Support UAT and Quality Assessment 	T + 5 months T + 6 months T + 7 months	5% 5% 5%
5	<ul style="list-style-type: none"> Grading exercise completion for the first cycle of evaluation 	T + 12 months	20%
Year 2			
6	<ul style="list-style-type: none"> Report on feedback captured from RERA, buyer, promoter FRS for updation in online portal for change in grading framework Proposed feedback mechanism document Authority review and sign off 	T1 + 2 months	5%
7	<ul style="list-style-type: none"> Monitoring and support the change development in online portal Procedure document for integration with single window Authority review and sign off 	T1 + 4 months	5%
8	<ul style="list-style-type: none"> Monitor and support integration with single window Support UAT and Quality Assessment 	T1 + 6 months	10%
9	<ul style="list-style-type: none"> Grading exercise completion for the second cycle of evaluation Training RERA officers on grading system Authority review and sign off 	T1 + 12 months	20%

Where T is the start of first year of engagement and T1 is the start of 2nd year of engagement.

.4 Support from the Authority

During the Project, the Consultant shall work in close co-ordination with the Authority and the Authority shall provide (or cause others to provide) the following support to the Consultant and its permanent team members:

1. Regular review and approval of all the documents submitted by the Consultant to the Authority
2. Co-ordination support from respective government agencies and other stakeholders
3. Information, resources and assistance (including access to records, systems, and people) required to perform the Services
4. Cost for organizing feedback workshops on requirement basis will be borne by the Authority.

▪ Eligibility and Evaluation criteria

.1 Eligibility criteria

The Applicants should meet all criteria provided below:

- a) The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- b) The Applicant must have at least fifteen (15) years of experience in providing consultancy services in India to Government organizations/agencies
- c) The Applicant must have at least ten (10) years of experience in providing consultant services related to Infrastructure / real estate sector to Government organizations/agencies (Departments/ Semi Government or Autonomous Bodies/ PSUs/ Development Authorities)
- d) The Applicant must have a minimum annual turnover of INR 300 crore during each of the last three (3) years ending on 31st March, 2018 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years.
- e) The Applicant should have a permanent staff of at least 300 personnel
- f) The Applicant should have completed at least three (3) consulting projects for Government organizations/ agencies (Departments/ Semi Government or Autonomous Bodies/ PSUs/ Development Authorities) in the areas of assessment / review / evaluation / regulatory/risk compliances / IT strategy and enablement studies related to infrastructure / real estate sector during the past five (5) years
- g) The Bid document fee and EMD as specified in the Data Sheet must be submitted.

.2 Technical evaluation criteria

The Applicant shall be selected under the Combined Quality cum Cost Based System (CQCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP. The Technical Evaluation shall be based on following parameters:

#	Criteria	Max marks
1	Financial Capability Annual Average Turnover for the last three (3) years: <ul style="list-style-type: none"> Five (5) marks for turnover >INR 300 crore and <=INR 500 crore Ten (10) marks for turnover >INR 500 crore and <=INR1000 crore Fifteen (15) marks for turnover >INR 1000 crore [Audited financial statements to be submitted ¹]	15
2	Experience in undertaking ' Works of similar nature ' with Government Organizations (3 marks per experience). Herein: ' Works of similar nature ' includes assessment / evaluation / review of infrastructure / real estate project, digital/ IT strategy and enablement, Program / change management, user experiences, regulatory/risk compliances during the past ten (10) years. Minimum consulting fee of INR 1 crore for each experience during last ten (10) years – three (3.0) marks per experience ²	15
3	Experience of working in Infrastructure / Real Estate domain during the past ten (10) years with relevant organizations including Urban & Housing Department, Development Authorities, etc. <ul style="list-style-type: none"> 5 marks for up to 3 experience 8 marks for 4 to 7 experience 10 marks for above 7 	10
4	Experience of working on designing and implementing rating / grading framework in the Infrastructure / Real Estate domain during the past ten (10) years for organizations of national / international accreditation both in Government and non-Government sectors. Four (4.0) mark per experience ³	20
6	Understanding of the project: <ul style="list-style-type: none"> Understanding of the Act Expected impact of the Act on the sector Challenges in the real estate sector Role of Authority (UP-RERA), its processes and functions Qualifying bidders will be required to make the presentation in front of technical evaluation committee for assessment on understanding of the project. Time, date and venue to be communicated for the same.	20

¹ Audited statements for FY 2017-18 / 2016-17 / 2015-16

² For each eligible project, marks given will be either 0 or 3 – no part marking will be made per project

³ For each eligible project, marks given will be either 0 or 4 – no part marking will be made per project

7	Approach & Methodology: Applicant's capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions on Proposed Approach and Methodology and CVs of personnel committed to the Project	20
Total Technical Score		100

Minimum score of 60 marks is required in the technical evaluation process. Only those bids having minimum score would be eligible for opening of financial bids.

All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts /Completion Certificates, clearly indicating the value of the (project) experiences.

One (project) experience cannot be claimed against more than one criteria given above. In case an Applicant submits the same project under two categories, the submission against first category will be considered.

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

.1 Financial evaluation

The Applicant must achieve a minimum of 60% in the Technical Evaluation for it to be eligible for opening of Financial Proposal.

The weightage given to Technical Evaluation for bid evaluation is 70%. The weightage given to Financial Proposal for bid evaluations is 30%.

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as $Sf = 100 \times Fm / F$ in which Sf is the financial score, Fm is the lowest price offer and F is the price offer of the proposal under consideration.

Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=0.70 and P=0.30) $S = St \times T + Sf \times P$.

The Applicant securing the highest combined technical and financial score will be awarded the contract/project.

Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Authority with respect to evaluation/selection criteria. Documentary evidences will be signed contracts/agreements, or work-orders (or award letters or letters of intent) or completion certificates.

▪ **Instructions to Applicants**

A. General instructions

1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. Consortium is not allowed under this RFP.
- 1.3. Sub-contracting is not allowed under this RFP

2. Proposal preparation cost

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- 3.1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Authority reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <http://www.up-rera.in/through> a corrigendum and form an integral part of the e-bid/RFP document. The relevant clauses of the e-bid/RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above mentioned websites from time to time for any amendment in the RFP document/s. In case of failure by the Applicant to get the amendments, if any, the Authority shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Applicant has:

- 5.2.1. Made a complete and careful examination and accepted the RFP in totality;
- 5.2.2. Received all relevant information requested from Authority and:
- 5.2.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.3. Authority shall not be liable for any mistake or error on the part of the Applicant in respect of the above.
- 5.4. In case the Applicant seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet prior to the Last Date for Submission of Queries mentioned in the Data Sheet.

B. Preparation and submission of Proposals

6. Language and currency

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 6.2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

7. Proposal validity period and extension

- 7.1. Proposals shall remain valid for a period of One Hundred and Eighty (180) days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Applicant's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

8. Format and signing of Proposals

- 8.1. The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 8.2. Applicants should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. The e-Bid document shall be digitally signed, at the time of uploading, by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid

that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

- 8.4. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

9. Submission of e-bid/Proposal

- 9.1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Applicants to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
- 9.2. The Applicants have to follow the following instructions for submission:
- 9.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Applicants must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- 9.2.2. In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- 9.2.3. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- 9.2.4. The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal,

from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

- 9.2.5. After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- 9.2.6. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- 9.2.7. The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- 9.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 9.2.9. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

10. Deadline for submission

- 10.1. E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

11. Late submission

- 11.1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

12. Withdrawal and resubmission of Proposal

- 12.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- 12.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.
- 12.3. The Applicant can re-submit his/her e-bid/Proposal as and when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- 12.4. The Applicant can submit their revised e-bids/Proposals as many times as required by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

13. Selection of the Consultant

- 13.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

C. Proposal opening

14. Opening of Technical Proposals

- 14.1. Authority will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the Authority office.
- 14.2. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 14.3. The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 14.4. The Authority will prepare minutes of e-bid/Proposal opening.
- 14.5. After evaluation of technical e-Bid/Proposal, through the evaluation committee the Authority shall notify those Applicants whose technical e-Bids/Proposals were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids/Proposals will not be opened.
- 14.6. The Authority will simultaneously notify the Applicants, whose technical e-Bids/Proposals were considered acceptable to the Authority. The notification may be sent on the e-mail provided by Applicant.
- 14.7. The financial e-Bids/Proposals of technically qualified Applicants shall be opened in the presence of technically qualified Applicants who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Applicants separately after completion of technical bids evaluation.

15. Confidentiality

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Consultant shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the e-Bids/Proposals, no information relating to the examination, clarification, evaluation and comparison of e-Bids/Proposals and recommendations concerning the award of contract shall be disclosed to Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

16. Tests of responsiveness

- 16.1. Prior to the evaluation of the Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
 - 16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.
 - 16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
 - 16.1.3. It contains all information as desired in this RFP.
 - 16.1.4. Information is provided as per the formats specified in the RFP.
 - 16.1.5. It mentions the validity period as set out in Clause 7.
 - 16.1.6. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Date Sheet of this RFP.
 - 16.1.7. The selected Applicant shall furnish a Performance Guarantee at the time of contract signing amounting to INR 5,00,000 (Five lakh only) in form of Bank Guarantee (BG), which should be valid for 24 months. The BG shall be returned or extended after the expiry of the project period (24 months) as the case may be. The BG can be from any Nationalised or Scheduled Bank.
- 16.2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

17. Clarifications sought by Authority

- 17.1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

18. Proposal evaluation

- 18.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

18.2. The Technical Proposal of the Applicant/s who do not meet the Eligibility Criteria shall not be considered for further process.

19. Notifications

19.1. Authority will notify the successful Applicant by letter.

▪ **General Conditions (GC) of Contract**

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Consultant” means any private or public entity that will provide the Services to the Authority (“the Client”) under the Contract.
- b) “Client” means the agency with which the Consultant signs the Contract for the Services i.e. Real Estate Regulatory Authority, Uttar Pradesh
- c) “Contract” means the Contract signed by the Parties and all the attached documents, if any
- d) “Government” means the Government of the Client’s state
- e) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them
- f) “Personnel” means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof
- g) “Services” means the work to be performed by the Consultant pursuant to the Contract.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Authorized Representatives

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

1.6 Taxes and Duties

GST shall be paid by the Authority additionally on the professional fee agreed as part of this Contract.

1.7 Fraud and Corruption

- 1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.7.2 Measures to be taken

The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8 Limitation of Liability

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

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

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

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. **Obligations of the Consultant**

3.1 Standard of Performance

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

3.2 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing

party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of two (2) years from the date of termination of this Agreement.

3.3 Documents prepared by the Consultant to be the property of the Client

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services shall remain with Consultant. Notwithstanding the delivery of any Services, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them).

3.4 Accounting

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

4.1 Assistance and Exemptions

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

4.2 Change in the Applicable Law Related to Taxes and Duties

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

5. Payments to the Consultant

5.1 Professional fee and Payments

The total payment due to the Consultant shall be governed by the Contract Price (as determined by the financial quote in the RFP). In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred in travelling (domestic) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in Section 3.3. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Good Faith and Indemnity

- 6.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 6.2 To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Consultant against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report.

7. Settlement of Disputes

- 7.1 This Contract shall be governed by, and construed in accordance with, the laws of India.
- 7.2 Amicable Settlement
The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.
- 7.3 Arbitration
In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Lucknow, India. The language of arbitration shall be English.
This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
- 7.4 Jurisdiction
Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.

▪ **Technical Proposal - Standard Forms**

TECH-1 Technical Proposal Submission Form

TECH-2 Applicant's Organization and Experience

A Applicant's Organization

B Applicant's Experience

TECH-3 Description of the Approach, Methodology and Work Plan for performing the assignment

TECH-4 Team Composition and Task Assignments

TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff

.1 Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

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

We remain,
Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

.2 Form TECH-2: Applicant's Organization and Experience

.2.1 A - Applicant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

.2.2 B - Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Consultants, if any:	N ^o of professional man-months provided by associated Consultants:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	

.3 Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 30 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

.4 Form TECH-4: Team Composition and Task Assignments

Name of staff	Qualification details	Number of years of experience	Proposed position and Area of Expertise

.5 Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff

- 1. Proposed position** [*only one candidate shall be nominated for each position*]: ____
- 2. Name of staff** [*Insert full name*]: _____
- 3. Date of Birth:** _____ **Nationality:** _____
- 4. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: ____

- 5. Membership of professional associations:** _____

- 6. Other training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

- 7. Countries of work experience:** [*List countries where staff has worked in the last ten years*]: _____

- 8. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]

- 9. Employment record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: ____ To [Year]: _____
Employer: _____
Positions held: _____
- 10. Work undertaken that best illustrates capability to handle the tasks assigned**
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]
Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

Financial Proposal - Standard Forms

THIS FORM IS NOT TO BE FILLED. THE APPLICANTS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

[Location, Date]

To: [Name and address of Client]

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work.

I/we hereby quote the following amount of Professional fee for 2 Years in rupees for providing Consultancy services to UP-RERA:

Total Professional Fee (in rupee)	
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Note:

- a. The financial quote is inclusive of All Out-of-Pocket Expenses (OPE)
 - i. Equipment to be used by the Consultant like laptop
 - ii. Digital tools/ collaboration platforms deployed by the Consultant
 - iii. Stationery
 - iv. Admin expenses
- b. In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred in travelling (domestic) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.
- c. We have completely read and understood the RFP Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document
- d. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL