

**U.P. PUBLIC WORKS DEPARTMENT
NIRMAN BHAVAN,
96, MAHATMA GANDHI MARG, Lucknow-226001**

***REQUEST FOR PROPOSAL (RFP) FOR
“SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC
WORKS DEPARTMENT FOR HIGHER ECONOMIC GROWTH OF
UTTAR PRADESH”***

E-Tender Portal: <https://etender.up.nic.in>
E-Bid Reference no: **UPPWD_Consultant_RES_2020**
E-Bid Processing Fee: **NIL**
Place of Opening eBids: Office of Chief Engineer (Central Zone)
Nirman Bhavan, UPPWD,
96, MG Marg, Lucknow-226 001

BIDDING SCHEDULE

S N	Particulars	Date	Time
1	Date of Publishing of RFP	18 Feb 2020	At 1800 Hours
2	Downloading RFP on Portal	18 Feb 2020	From 1800 Hours
3	Pre-bid Queries end date	29 Feb 2020	At 1300 Hours
4	eBid Submission Start Date	02 March 2020	From 0900 Hours
5	eBid Submission End Date	20 March 2020	1600 Hours on e-portal
6	Opening of Technical eBid	21 March 2020	At 1200 Hours or later
7	Opening of Financial eBids	To be informed later	

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**REQUEST FOR PROPOSAL (RFP)
FOR
“SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT
FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH”**

(eBid Reference no.: UPPWD_Consultant_RES_2020)

1. On line eBids are invited on behalf of UPPWD for “Selection Of Consultant For Restructuring Of Public Works Department For Higher Economic Growth Of Uttar Pradesh” from 1800 Hours of 18 February 2020 up to 16:00 Hours of 20 March 2020. The eBids shall be opened on 21 March 2020 at 12:00 Hours or later. The details of submission of eBids are available in the RFP document uploaded on the eTenderPortal <http://etender.up.nic.in> and the UPPWD’s website www.uppwd.gov.in. The UPPWD reserves the right to can cleanly or all the eBids or annul the Bidding process without assigning any reason thereof.
2. Online e Bids are invited from following short listed Consultants:

SL NO	NAME OF FIRM
1	Administrative Staff College of India (ASCI) Hyderabad.
2	Deloitte Touche Tohmatsu India LLP.
3	Ernst & Young LLP, New Delhi.
4	Feedback Infra Pvt. Ltd., Haryana.
5	IIM, Indore.
6	LEA Associates South Asia Pvt. Ltd., LASA.

Chief Engineer (Central Zone),
Nirman Bhavan, UPPWD,
96, MG Marg, Lucknow-226 001

SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH”**.
 2. Bidders are advised to study the eBid document carefully.
 3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
 4. UPPWD may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of UPPWD and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
 5. Only shortlisted Consultant Companies can participate in this bid .
1. The eBid document is available on eTender portal <https://etender.up.nic.in> and also on UPPWD's website www.uppwd.gov.in. Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://etender.up.nic.in>, up to the date and time mentioned in the table below:

e-Bid Reference No.	<i>UPPWD_Consultant_RES_2020</i>
Purpose	Request for Proposal (RFP) For “ SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH”.
Date of Publication of e-Bid notice	18 Feb 2020 on e-Tender Portal
Pre-bid Queries end date	29 Feb 2020 At 1300 Hours
Last date for submission of e-Bids	20 Mar 2020 up to 1600 Hours
Site for Submission of e-Bids	https://etender.up.nic.in
e-Bid Inviting Officer	Chief Engineer (Central Zone)
Date of Opening of Technical e-Bids	21 Mar 2020 at 12:00 Hours or afterwards
Date of Opening of Financial e-Bids	To be informed later
Venue of Opening of eBids	Chief Engineer (Central Zone), Nirman Bhavan, UPPWD, 96, MG Marg, Lucknow-226 001
UPPWD’s email address	pwdeinc@gmail.com
Contact Person	Er Salil Kumar Yadav, Project Director (SRP2), UPPWD, Lucknow
Contact numbers	0522-2235908, 9452183252

1. UPPWD reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
2. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal <https://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eTender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- 1 “Client” or “Department” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is “UPPWD” which means U.P. PUBLIC WORKS DEPARTMENT, Nirman Bhavan, 96, MG Road, Lucknow-226001.
- 2 “The Consultant” means only shortlisted Consultant Companies.
- 3 “e-Bid” means the Technical proposal and the Financial proposal.
- 4 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- 5 “Scope of work” (SOW) means Scope of work mentioned in “Section III: Scope of Work (SoW) and Terms of Reference (ToR)” of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 6 “The Contract” means the agreement entered into between UPPWD and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 7 “The Contract rates” mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- 8 “Services” means the Consultancy services / Project Management Services and other obligations of the Consultant Company covered under the Contract;
- 9 “Day” means a calendar day.
- 10 “End Customer/Client Department” means UPPWD, Government of Uttar Pradesh.

2. THE BIDDING DOCUMENT

1. Availability of eTender Document

This eTender document is available on the eTender portal <https://etender.up.nic.in> and UPPWD's website www.uppwd.gov.in to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in eTender document only on eTender portal <https://etender.up.nic.in>.

2. Contents of eTender Document

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the eBid document. The eBid document includes:

- SECTION-I : LETTER OF INVITATION
- SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III : SCOPE OF WORK (SOW)
- SECTION-IV : BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V : STANDARD TERMS AND CONDITIONS
- SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I-III)
 - Covering Letter for Proposal Submission Form (Annexure IV)
 - Financial Proposal Submission Form (BOQ) (Annexure V)
 - Format of Proforma of Bank Guarantee towards Performance Security (Annexure VI)
 - Format of Agreement (Annexure VII)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the eTender documents. Failure to furnish all the information required as per the Bidding documents or submission of an eBid not responsive to the eTender document in every respect will be at the Bidder's risk and may result in the rejection of his eBid.

3. Clarifications of eTender Documents

A prospective Bidder requiring any clarification of the eTender documents may raise his point of clarification to UPPWD's e-mail pwdeinc@gmail.com.

4. Amendment of eTender Document

At any time prior to the deadline for submission of eBids, the UPPWD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> and www.uppwd.gov.in from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the UPPWD shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, UPPWD at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal <https://etender.up.nic.in>.

3. PREPARATION & SUBMISSION OF eBIDS

1. Documents Constituting the eBid

The eBids prepared by the Bidder shall comprise the following components:

1. Technical Proposal (Annexure I – Annexure IV)
2. Financial Proposal (Annexure V)

2. Documents Establishing Bidder's Qualification

The **Bidder** shall furnish, as part of **Technical Proposal** (Annexure I – Annexure IV), documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in **Section-IV** of eTender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eBidportal.

3. Period of Validity of eBids

e-Bids shall remain valid for 180 days after the date of opening of eBids prescribed by the UPPWD. The eBid validity may be increased by UPPWD only upon written request by the Bidders. An eBid with validity of a shorter period than specified shall be rejected by the UPPWD as non-responsive.

4. Format and Signing of eBids

The Bidder shall prepare the electronic copy for the eBids (in pdf format) and upload the eBids on eTender Portal <https://etender.up.nic.in> through the bidder's Digital Signature Certificate (DSC).

5. Submission of eBids

The Bidders should submit their bids online only in the Submission module of eTender Portal <https://etender.up.nic.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the eTender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the eBids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPPWD and will not be returned. The bidders should submit their eBid considering the Server time displayed on the eTender Portal <https://etender.up.nic.in>. This server time is the time by which the eBid submission activity will be allowed till the permissible time on the last/end date of submission of eBids indicated in the e-tender schedule.

Once the eBid submission date and time is over, the bidders cannot submit their eBid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of eBid.

UPPWD may, at its discretion extend this deadline for submission or opening of eBid by amending the eBid document, in which case all rights and obligations of UPPWD and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of eBids by the bidders on eTender Portal <https://etender.up.nic.in> is already available on the eTender Portal (<https://etender.up.nic.in>) and also on UPPWD's website www.uppwd.gov.in.

The Bidders have to follow the following instructions for submission of their eBids:

For participating in eTender through the eBidding system, it is necessary for the Bidders to be the registered users of the eTender portal <https://etender.up.nic.in>.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the eBidding system and subsequently he/she will be allowed to carry out his/her eBids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <https://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website <https://etender.up.nic.in/nicgep/app> along with the payment of fee of Rs 1708/- per person, The Bidder is also advised to register his/her DSC on eTender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her eBid against this eTender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before eBid submission date starts. The UPPWD shall not be held responsible if the Bidder tries to submit his/her eBids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the eBid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to eBid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of eBid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this eBid (RFP) document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during eBid submission time otherwise the eBid submitted will not be accepted.

Before uploading, the Bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid opener only.

After successful submission of eBids, a page giving the summary of eBid submission will be displayed confirming end of eBid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

6. Deadline for Submission of eBids

e-Bids must be submitted by the Bidders on eTender portal <https://etender.up.nic.in>, not later than the date and time specified in this eTender document.

The UPPWD may extend this deadline for submission of eBids by amending the eTender document in accordance with ITB Clause 4, in which case all rights and obligations of the UPPWD and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPPWD shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. e-Bids should be uploaded on eTender portal <https://etender.up.nic.in> on or before the date and time as mentioned in Section I.

7. Late e-Bids

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids

submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

8. Withdrawal and Resubmission of eBids

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 9 (submission of eBids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids.

No eBids can be resubmitted subsequently after the deadline for submission of e-Bids.

9. Receipt and Opening of eBids by the Purchaser

Bidders are advised to submit their eBids in 'Two-Bid' system with Technical and Financial bids separately on eTender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on eTender portal, the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office of Chief Engineer (Central Zone), Nirman Bhavan, UPPWD, 96, MG Road, Lucknow-226001.

UPPWD will open all eBids, in the presence of bidder's authorized representatives who choose to attend at office of aforesaid Chief Engineer (Central Zone)

at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the eBids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical eBids, UPPWD shall notify those bidders whose eBids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant Company for this project. UPPWD will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

10. Cost of preparation of eBids to be borne by the Bidder

Cost of preparation of the eBids shall be borne by the Consultant Company regardless of the outcome of the bids.

11. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, UPPWD will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LoI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

12. Signing of Agreement

At the same time as UPPWD notifies the successful Bidder that its proposal has been accepted and UPPWD shall enter into an Agreement with the successful Bidder against this assignment.

13. Failure to abide by the Master(Empanelment)Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award, in which event UPPWD may forfeit the Performance Bank Guarantee and UPPWD/Client Department may also take any other suitable actions against such bidder.

14. Bank Guarantee for Performance

The successful Bidder shall at his own expense may deposit with UPPWD, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPPWD, an unconditional and irrevocable 10% Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPPWD, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the performance Bank Guarantee, at the end of

three months, the Performance Bank Guarantee may be discharged/ returned by UPPWD upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)

TERMS OF REFERENCE

Restructuring of Public Works Department For Higher Economic Growth in Uttar Pradesh

1.0 Background

- 1.1 The Government of India has designated the Road Transport sector as the thrust area of Concentration for speedy economic development of the Nation. Accordingly, the Government has suggested the State Governments to improve their core road network to facilitate the early speedy Economic development of the States and Nation.
- 1.2 In the state of Uttar Pradesh, construction and maintenance of the Roads, Buildings and Bridges are mostly entrusted with UP PWD, UP Rajkiya Nirman Nigam (UPRNN), UP State Bridge Corporation Ltd (UPSBC) and UP State Highway Authority (UPSHA), UP PWD is a Government organization while the other three organizations are corporations created for specific purposes.
- 1.3 P.W.D. was established in 1844 for Roads, Bridges, Buildings, Irrigation, Power and local self-Government Engineering works (i.e. water supply & sewerage works) under the control of one Chief Engineer however the department became fully functional only in 1854. The current structure is as follows:¹
- There are 18 Zones across the state, 3 zones of PMGSY, 9 zones at Head Quarter (including NH, EAP, Indo-Nepal etc.) total 30 zones headed by Chief Engineers.
 - 313 Division and 71 Circles Headed by Executive Engineers and Superintending Engineers respectively (including Electrical and Maintenance, Architects etc.)
 - At present the staffing position in the PWD is as below :-
 - Total staff of 53165 (1796 officers i.e. Assistant Engineers and above)
 - Rs. 20000 Cr./year approx.- total budget including construction and maintenance of Roads, Buildings and Bridges.
- 1.4 Public Works Department (PWD) is responsible for the construction and maintenance of National Highways, State Highways, Major District roads and a part of the village roads in the state. The road network under the control of PWD as on 17.01.2020 is as shown below:

National Highways	:	3,588	kms
State Highways	:	6,593	kms
Major District roads	:	7,201	kms
Other District roads	:	48,616	kms
Village roads	:	1,69,512	kms
Total	:	2,35,510	kms

For the proper development and upkeep of the road network in the State and to strengthen the Public Works Department, the Govt. of Uttar Pradesh has declared a Road Development Policy in 1998.

¹Upto 1887, the Chief Engineer used to be also the Secretary, P.W.D., Govt. of Uttar Pradesh but in 1887, separate post of Secretary, Govt. of Uttar Pradesh was created. In 1938, Irrigation & Power Wings were taken out from P.W.D. and a separate department named LSGED (Local Self Engineering Department) was created and the same later on converted to JAL NIGAM. Thus, at present P.W.D. is responsible for maintenance & construction of Buildings & Roads

1.5 In 1973 & 1974 following two public sector corporations were created: -

Uttar Pradesh State Bridge Corporation Ltd.: - This body was created in 1973 for construction of bridges in the state but later on this corporation entered in other states of the country and also in other countries and completed successfully and timely many bridges. The agency has not limited its activities within the country but, it is taking up assignments in countries like Nepal, Iran and Yemen too.

This year the corporation has a target of completing 75 works at a cost of Rs 2500 Crores. Most of the employees are hired on permanent basis but, temporary staff is also engaged as per requirement, moreover some staff is also received from UPPWD on deputation. The unaudited financial results have manifested that the corporation may earn a profit of Rs 15.0 Crores in the financial years 2017-19.

1.6 **Uttar Pradesh Rajkiya Nirman Nigam Ltd.:** - This body was created in 1974 for the construction of buildings in the state but later on this corporation entered in other states of the country and completed a number of buildings in the country. Since, its inception U.P. Rajkiya Nirman Nigam Ltd has been constructing various kinds of Buildings including power stations, sports stadiums, institutions, Hospitals, tourist facilities and signature buildings in the state and in the country as well. It is an ISO 9001:2008 (QSS) and ISO 14001:2004 (EMS) certified organization. There are 120 executing units across the states and various cadres of Architects, Electrical and Mechanical Engineers, Finance and Audit experts are employed with the organization.

This year the Nigam has a target of completing buildings at a cost of Rs 600 Crores. In FY 2018-19, the Nigam bagged contracts worth 2894 Crores. In the current year 1151 works are under execution pertaining to 43 departments.

1.7 **UP State Highway Authority (UPSHA):** UP State Highway Authority has been constituted under U.P. Act No. 19 of 2004 for the development, maintenance and management of state highways and for matters connected therewith or incidental thereto on PPP Mode. It has a Governing Council and Executive Committee. The staff has been taken from UP PWD on deputation and hired from the market too as and when required. UPSHA has completed following three projects since its inception up to 2015;

Sl No.	Name of Road	Length (Km)	Project Cost (Crores)
1.	Bareilly - Almora - Bageshwar (SH-37)	54 .00	355.00
2.	Varanasi - Shakti Nagar (SH-5A)	115.00	1211.96
3.	Muzaffarnagar- Saharanpur (SH-59)	206 .089	1718.35

UPSHA is conducting feasibility on several other roads and exploring possibilities to collect toll on PWD roads.

Sl No.	Name of Road	Length (Km)
1.	Sisaiya – Dhahraura-Dhakerwa- Nighasan-Palia- Ganauragarh- Puranpur	121
2.	Fatehpur- Augasi-Baberu-Atarrah-Naraini-Kartal	117
3.	Kachhwa-Kapsethi-Babatpur-Chaubepur-Balua	101
4.	Lucknow- Bijnaur -Sisandi - Mauranwan -Fatehpur-Banda	150

5.	Sambhal- Gawan-Anoopshahar to Bhimpur Chauraha	89
6.	Bani- Mohanlalganj- Gosainganj (MDR 89C)	33.49

1.8 Current Functions of PWD:-

- Construction repair and maintenance of state owned and other departments roads, bridges and buildings.
- Construction repair and renewal works of National Highways, PMGSY Roads
- Technical guidance to various Departments regarding rates and specifications for roads, bridges and buildings and carry research activities thereof.
- Execution of temporary and emergency works like erecting barricades, constructing rostrum, Helipads etc. on VIP visits.
- Running and maintenance of circuit Houses, Inspection Houses, residences of Governor, Chief Minister, Ministers, Judges, MLAs, MLC's, Senior Government Officials and Office bearers nominated by Government and realisation of rent of Government Building under PWD.
- Assessment of rent and valuation of private building acquired by the government on hire or purchase and Condemnation report of unserviceable Government Buildings.
- Maintaining record of road assets, buildings, bridges under control of PWD and giving permission to various agencies for laying OFC, Establishing Petrol Pumps and other community properties within the building control line under roadside control act. Monitor encroachments along the roadside and carry out drives for their removal.
- Works related to establishment of employees' including payments of salaries and other benefits within the jurisdiction.
- All financial matters related to payments of bills, maintenance of records of financial matters, Audits and Audit paras.
- Complaints, their monitoring and subsequent action, handling litigations etc.
- Follow up and response to various committees constituted by the Government and subsequent actions.
- Other assigned works by district administration at district level including facilitation of parliamentary, legislative and local elections.

1.9 Workflow pattern:

- The present four tier organization structure comprising Head Quarters (HQ), Zonal, Circle and Divisional Offices is based on the premise of aggregating, coordinating and integrating functions and decisions at different levels, while optimally utilizing the overall resources and ensuring effective geographical coverage.
- The HQ at Lucknow coordinates and performs the planning, budgeting and resource allocation activities of the department. It also provides information and progress reports to the Minister (Government of UP) and interacts with other stakeholders in matters related to Road Network and State Government Buildings. The distribution of responsibilities among the Chief Engineers is across functions and appears to be primarily based on the rationale of workload parity.
- At present, the jurisdiction of the circle offices mostly coincides with that of the Districts. The circle offices provide technical expertise, guidance and approvals of various types to the divisional offices and process the information to be sent to the Zonal offices.
- Divisional office is the basic unit for implementation and the Executive Engineer has the prime responsibility of execution of 'works', contracting, procurement, project management, administration and payments. In addition, the divisional office also interacts with the local

administration for resource procurement and progress reporting on works financed through local administration under various schemes.

1.10 **Why Restructuring ?**

- Multiple functions of PWD including being both a Client and service Provider as well as Managing roads at different administrative levels.
- Lack of PWD autonomy, particularly for financial planning (unpredictable and unreliable resources) and staff management (high transfer rate)
- Geographic rather than functional separation of responsibilities.
- Inadequate planning and coordination amongst the various government agencies with a role in the road transport, building and bridge sector. The departments are unaware of each other activities, at times UPSBC constructs bridges at certain locations where there are no connecting roads, similarly PWD is constructing roads on location where the water bodies are not abridged. The activities carried out by UPRNN are also in isolation, buildings are constructed on locations where there are no connecting roads. The activities carried out by UPSHA are also not in coordination with UPPWD. PWD is not aware about the studies carried by UPSHA and there is no input from them.
- Ambiguity in ownership of assets leading to poor maintenance and accountability for operations and safety.
- lack of multiyear strategic planning leading to ineffective resource allocation and investment inefficiency.
- lack of customer focus and absence of role for road users and monitoring sector performance.
- lack of modern human resource management techniques.
- Inadequate use of management information system and outdated core process in areas such as financial management, procurement, maintenance planning which are generally over centralized.
- Higher establishment Cost, which is almost 15% and disproportionate numbers of management/ senior level staff with respect to lower level staff. There is a ratio of 3 officers on every 100 employees, so the workload at senior level is tremendous, while at lower level it is not much.
- The senior level staff's time is occupied in meetings and reporting's; hence they are not able to contribute in quality control and minute level work monitoring.
- Duplicity of work assignments, many tiers are there for decision making and the age old filing system consumes enormous amount of time and energy.

1.11 **Objectives of Restructuring:**

The overall objective of the required Consultancy Services is to study the current Organizational and Institutional Systems in UP PWD, UPSBC, UPSHA and UP RNN, suggest restructuring to implement range of policy-based measures to improve the efficiency and performance of the system,

to enable better economic growth in Uttar Pradesh state. The Consultancy services will also be expected to build directly on the achievements and outputs of various studies already available with the department, some of them are as below:

- Policy Development and Institutional Development Study (hereinafter referred to simply as the Institutional Development Study (IDS), completed August 2000 by Tata Consulting Engineers (TCE) Ltd, Mumbai (India) [in association with Sir Owen Williams Investment]
- Report on Implementation of Institutional Reforms in Road Sector of Uttar Pradesh by LEA International Ltd. Canada in joint venture with LEA Associates South Asia Pvt. Ltd., India in association with Ministry of Transportation of Ontario, Canada. and
- Preparation of strategic road network master plan for Uttar Pradesh by SREI and KADIYALI and Associates in 2013.

The RFP submitting the agency is expected to read the above reports before finalizing the strategy. These are available on website (<http://uppwd.gov.in/pages/en-topmenusecond/road-safety-ids/ids>). The summary of reports by LEA are given in the annexure 1.

2.0 Scope of the Services

2.1 The consultant will be required to study the finding of above IDS studies and should assess the recommendation of TA Consultants. The Consultants will:

- Assess UPPWD, UPSBC, UPRNN, UPSHA portfolios - documenting its spread in terms of geographical coverage, length of roads and highways, number of bridges and buildings;
- Determine amongst others the current and optimum state for the UPPWD, UPSBC, UPSHA and UPRNN with regard to :
 - Content and Business Processes;
 - Organizational Structures
- Determine organizational process changes required to achieve institutional excellence
- Re-establish mandate of all the four agencies and allocation of roles and responsibilities. Suggest a metric for division of the projects in case of conflicting and overlapping assignments being undertaken.
- Map the key IT systems deployed by the departments to undertake works. A detailed need analysis and benchmarking with best practices shall be undertaken to suggest for improved measures
- Suggest Capacity building of employees to increase efficiency and streamlining of procedures
- Advise the PWD, UPRNN, UPSHA and UPSBC on the most efficient and effective approach in specific fields
- Assist PWD, UPRNN, UPSHA and UPSBC to access additional adhoc specialist resources on the most efficient and effective terms, beyond those previously forecast, where this is needed to achieve specific targets
- Where necessary, recommend adjustments of targets, timing and/or resources in order to enhance realistic outcomes; and study the following aspects;
 - Road / Building / Bridge Sector Regulatory & Strategic Framework

- Organizational Structure & Management Capacity
 - Training / Staff Development & Human Resources (HR) Management
 - Accounting & Financial Management
 - Project / Program Planning, Management & Quality Systems
 - Procurement & Contracting
 - Road Maintenance Planning, Management & Operations
 - Network Condition Data & Asset Management
 - Roads Financing & Resource Utilization
 - Private Sector Participation in UP Road Infrastructure
 - Road Safety Improvement, and
 - Information Technology (IT) & Management Information Systems (MIS)
- Develop an integrated approach to undertake short, medium- and long-term approaches for higher and efficient performance by the restructured departments.
 - Develop a list of key performance indicators and how to measure them and its frequency.
 - Identify milestones for your performance and handholding mechanism. The payments will be linked to achieving these milestones.
 - Prepare for GOUP approval a time-bound Work Program for implementing / way forward activities
 - Conduct follow up on an early Training Needs Assessment (TNA).
 - Ensure that the action already underway in the PWD / UPRNN / UPSBC / UPSHA for IT systems and hardware acquisition is supported effectively, and in particular, ensure that the implementation action includes appropriate staff training.
 - Assist PWD / UPRNN / UPSBC / UPSHA with development of enhancements to the existing Road Fund and prepare draft legislation, legal advice and/or guidelines for the same in the interests of the UP-road sector
 - Assist PWD / UPRNN / UPSBC / UPSHA in actions underway on the implementation of stipulated technology, systems and services.
 - Handhold the four departments in implementation and operation of the activities contained in the action plan suggested by the Consultant.

3.0 Duration

3.1 The Consultancy Contracts would be for the period of total 24 months. This includes 4 months for design and 20 months for milestones-based handholding.

4.0 Project Deliverables

4.1 The deliverables for the project include;

- Inception Report: **15 Days**
- Stage 1: First Draft : **3 Months**
- Stage 2: Final Restructuring Report: **4 Months**
- Stage 3: Progress Report - thereafter every month as per the milestones indicated in the Draft

5.0 Role and Responsibility of the Client

5.1 The Client will be playing a very active role in the complete implementation process. The especially constituted implementation Steering Committee shall be responsible for providing the necessary documents and counterpart staff for formation of working groups other logistic support to the Consultant team.

6.0 Consultant's Team

6.1 The Consultant's team shall offer high level professional expertise in the engineering managerial manpower development and financial dimensions of public road programs, including the key fields of relevant network planning, Human resources, procurement, work management and maintenance operations.

6.2 The consultants are required to make their own assessments of the manpower requirements in terms of man months for the different categories of personnel proposed to be deployed for the tasks as envisaged in this TOR. The consultants shall address this aspect in their proposed methodology to be submitted to the Employer.

7.0 Time Line and Payment Schedule

SI No.	Reports	Timeline	Payment (% of contract price)
1.	Inception Report:	1 Month	5
2.	Stage 1: First Draft Report	6 Months	10
3.	Stage 2: Final Report	12 Months	15
4.	Stage 3: Progress Report	every month as per the milestones indicated in the Final Report in equal installments.	70

Brief Note Based on TA Consultants Report

The TA Consultant LASA has given several recommendations for PWD to determine, and decide, to the way forward. They have set out some guidelines to help PWD in deciding how to move forward and implement the proposals and submitted in the form of reports.

- In the first place it was proposed that the PWD should set up a Unit, or strengthen the existing IDS Unit, to consider the way forward. Consultant opined that there are many routes that the PWD can take, as indicated in the decision tree given as Figure 1. When considering the options, the PWD must seriously consider the impact that these options will have on the PWD and their available resources.

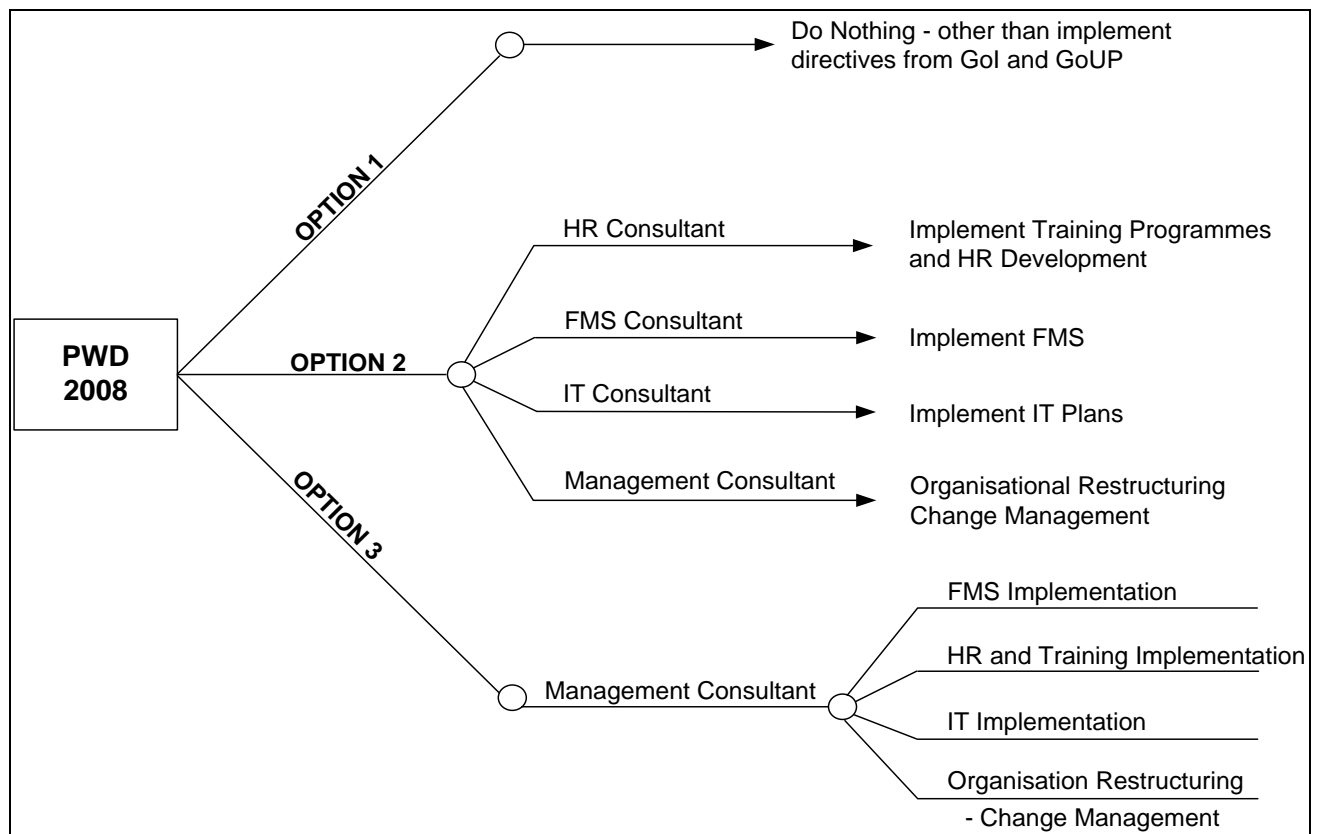


Figure 1: PWD Decision Tree

- The Consultant mentioned that the **PWD needs to be wary of is trying to do too much at the same time**. The flow chart given in
- Figure 2 was drawn up by TA Consultants' to indicate the sort of priorities that the PWD might like to consider. The activities or processes at the top of the diagram are of greatest priority. The colour given to each of the rectangles indicates the degree of difficulty which the PWD might face during implementation. One of the first priorities, as shown in
- Figure 2, should be to establish a computerized financial management system. At least this will enable senior managers to track expenditure and have some basis for decision making, much is being already done.

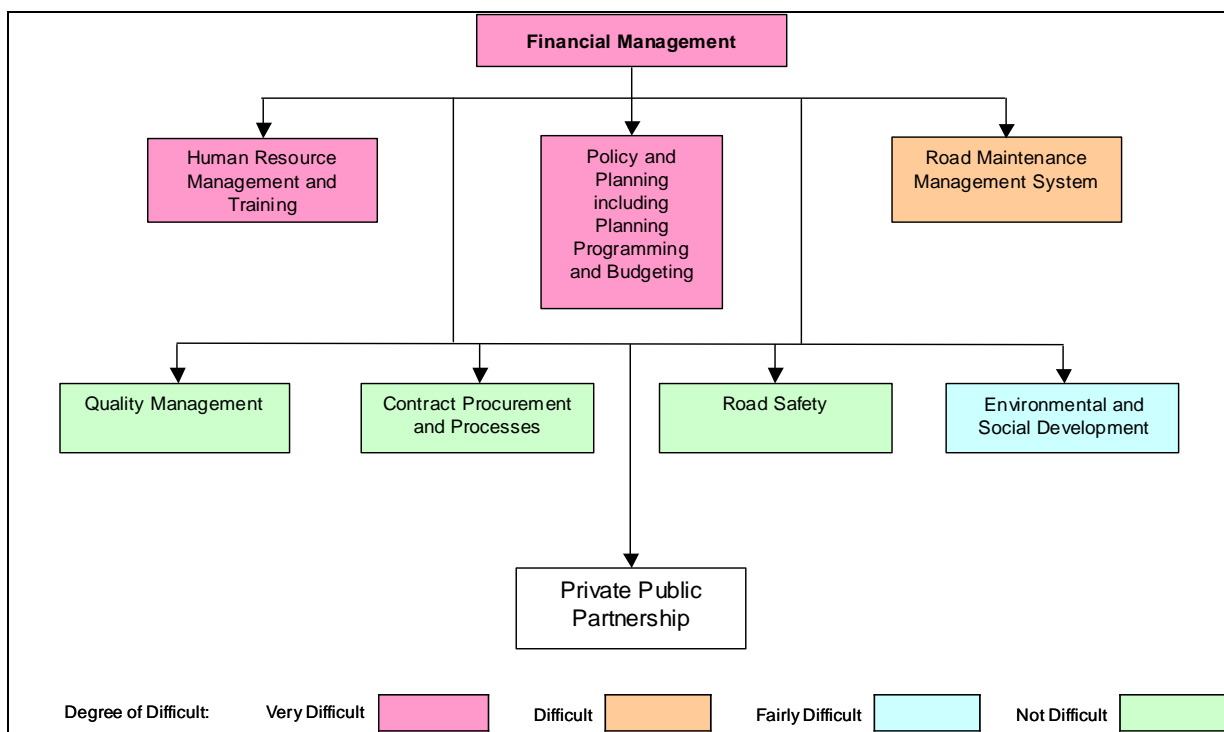


Figure 2: Flow Chart Showing Proposed Priority and Estimated Degree of Difficulty with respect to Implementation

Some aspects included in Policy and Planning, such as the creation of a road network master plan, was given high priority and it was completed in the year 2013. Road Maintenance Management was given equal importance, but it was recommended that data collection and use and application of a road maintenance management system be out-sourced, at least for the first three years. But the procedures will need to be implemented and managed by the PWD, who must assign their own staff to work full-time alongside the consultant.

CONCLUSION

The Consultants were of the view that real success of the TA services lay in the extent to which the PWD takes initiative in taking forward the recommendations of the TA Consultants, towards making the Cells functional. The real concerns revolve around staffing numbers and appointment of senior officers, principally Engineers-in-Chief and Chief Engineers. The PWD simply cannot operate with the current set up of senior managers. Each of the new Cells requires the appointment of a dedicated Chief Engineer free of all 'additional charges'. Until such times there is no point in appointing other staff to these Cells since there will be no leadership and no guidance.

When staff are appointed they will all require training, from the Chief Engineer downwards, there can be no exceptions. The alternative is to appoint experienced and qualified staff who will be other than Highway Engineers. This is particularly true for Financial Management and Human Resource Management and Training.

A computerized Financial Management system will help in ensuring a more transparent system. One of the tasks of senior management is to set good examples of management, trust and attitude. PWD should take into account the needs of the public by ensuring that money is wisely spent, value for money is obtained, and a road network that serves the needs of the public, is in place. This requires a meeting (forum) with the users / stakeholders on an annual basis, and the preparation of a road network master plan so that development work can be undertaken in an integrated and coordinated fashion on a priority basis.

At the outset one cannot disagree that Reform/Restructuring need to be done keeping the functional requirements. However, not everything can be taken up simultaneously, therefore, in the best interest of the State it would be proper to closely examine all past efforts, what they proposed and what they achieved, and if the achievement was not up to expected level then what was lacking and how it can be remedied. This exercise will help develop a better understanding of problems at hand and the factors that need to be addressed for successful implementation of the reforms/restructuring.

It may be worthwhile to hire services of management specialist, having experience of working with Advance Road Agencies in developed countries at senior management level and also have some level of interaction in developing countries. An expert with this background will be able to examine past efforts and assess their relevance both with regards to process and content to the current state of road sector. Thereafter, prepare and implement required reforms/restructuring phase wise, as also proposed by the TA Consultants'.

As a first step the IDS unit should be strengthened and if deemed fit constitute working group for each system component whose specific job will be to collect all relevant information regarding their subject and prepare a status report for consideration at higher levels. This effort and reports will greatly assist the specialist when he comes on board and further these Officers will form the core of team implementing the reforms,

this will help in assimilate the reforms and eventually institutionalize it.

System	Degree of difficulty	Sub-components	Headed by	Remarks
Financial Management	Very difficult		Jointly by CE(HQ_1) and FC	The team lead should choose a team of not less than five members, consisting of SE/EE/AE/JE. This team should study all relevant Reports and prepare an Action Plan to be presented by team to the Review committee.
Human Resource Management	Very difficult		CE(HQ_2)	
Policy and Planning	Very difficult		CE(HQ_1)	
Maintenance Management	Difficult		CE(CZ)	
Social and Env. Management	Fairly difficult		CE(EAP)	
Road Safety	Not difficult		CE(NH)	
Procurement and contract management	Not difficult		CE(CZ)	
Quality Management	Not difficult		Director R&D	
Private Public Participation	Very difficult		Member Technical UPSHA	

Table illustrates Working Groups to be formed.

SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS

Only shortlisted Consultant Companies are eligible to participate in this Tender. eBids submitted by any other bidder will be treated as non-responsive and will not be considered against this Bid.

a) Bid should comprise of following sections:

1. Technical Bid
2. Financial Bid

b) Both the bids must be submitted separately on e-tender portal <http://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.

1. Evaluation of Technical Bids:-

- Constitution of Technical Evaluation Committee(TEC)
 - The evaluation of the eBids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by UPPWD. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids in the following conditions will be summarily rejected as being non-responsive
 - Technical Bids of those bidders, who are not short listed for this bid.
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

The Technical Evaluation Committee (TEC) shall evaluate the e-Bids, as detailed here under:

Sr. No.	Description	Marking Scheme	Maximum Marks	Supporting Documents Required
(Total Marks:100)				
1	Background and relevant experience	25 marks	25	Completion Certificate
2	a. Situation Analysis and Problem Identification b. Critical Strategies c. Operational Plans d. Expected measurable outcomes e. Handholding mechanism till all milestones are achieved.	50 marks	50	Proposed action plan with clear milestones linked to payments.
3	Financing options - Convergence, Mobilization from various sources, Equity options, PPP options.	25 marks	25	Proposed action plan with clear milestones.

The Minimum qualifying marks for opening of the financial bid is 75 Marks out of 100 in Technical Proposal evaluation as shown above. Any Deviation in the credentials provided by the Consultant shall not be considered for evaluation.

2. Evaluation of Financial eBids

- The financial eBids shall be opened by TEC of the firms which scores more than **75 marks** in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The name of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- The Bidders shall upload the Financials in the Financial bid section of the eTender portal. The total cost mentioned in the Financial bid shall be considered for evaluation. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Financial bid format has also been published along with the RFP and shall have to be submitted on the eTender portal.
- If there are conditions attached to any financial eBids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such eBids as non- responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.
- The total cost will include all Taxes and duties for which the purchaser has to make payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing, documentation expenses etc.

3. Method of assessment and Award of Contract

Based on the proposal of the technically qualified bidder, the Consultant will be selected under Quality and Cost based Selection (QCBS) procedure. Total score will be calculated by weighting the technical and financial scores and adding them as per the formula given below :

- a. The Minimum qualifying marks for opening of the financial bid is 75 Marks out of 100 in Technical Proposal evaluation'.
- b. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- c. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70, and P = 30

- d. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 100) as following: $S = St \times T\% + Sf \times P\%$.

The Consultant achieving the highest combined technical and financial score will be awarded work.

4. Negotiations

Normally, there would be no post RFP negotiations.

5. Contract Agreement

The Successful Bidder shall execute an Agreement (Format of Agreement is given in Annexure-VII) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of LoI issued by UPPWD.

6. Confidentiality

The selected consultant will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

SECTION V – STANDARD TERMS AND CONDITIONS

Without limitation on the generality of this rule, consultant shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

1. **Application**

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

2. **Conflict of Interest**

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel a sub-consultants) that have a business or family relationship with such member(s) of the

Employees (UPPWD) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;

- (i) The preparation of the TOR of the contract,
- (ii) The selection process for such contract, or
- (iii) Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

3. Unfair Competitive Advantage

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed consultants together.

4. Disclaimer clause

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

5. Disclosure of Interests and Links

The Bidders should disclose whether the Bidder (of this RFP) Company or its any of its associated company/firm/society or any entity with business interest, are already empanelled with or have applied for their empanelment with UPPWD under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent implementation job concerned with the Project. The bids of such bidders will not be considered.

The Bidders should also disclose whether the Bidder Company or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers, associated this RFP. The bids of such bidders will not be considered.

6. Standards of Performance.

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the UPPWD/Client Department. The consultant shall always support and safeguard the legitimate interests of the UPPWD/Client Department in any dealings with the third party. The consultant shall conform to the standards laid down in the RFP in totality.

7. Consultant Personnel

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. It is desirable from the consultant to deploy the domain/subject specialists, from time to time, who have

adequate experience in the domain related with the project.

- b) The deployed resources should be dedicated in nature.
- c) Without the consent of UPPWD/Client Department, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, Health incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPPWD/ Client Department.
- d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- e) If the UPPWD requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 4 weeks from the date of request raised.

8. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

9. Assignment and Subcontracting

- a) Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the UPPWD
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the UPPWD/ Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the UPPWD/Client shall be defended in the defense of such proceedings.

11. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English/Hindi.

12. Payment Terms

Payment shall be released to the concerned Consultant as per the terms and conditions stipulated in the TOR.

13. Taxes

The Bidder may be subject to all applicable taxes as enforced by Government from time to time on amounts payable by the Purchaser under the contract and applicable deductions such as TDS etc if any will be deducted from the amount payable to the consultant.

14. Termination of Contract

The Consultant's association with the UPPWD will terminate in case of following conditions:

- a) The term of Contract expires.
- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable.

15. Termination for Insolvency, Dissolution etc.

The UPPWD may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPPWD.

16. Limitation of Liability

Limitation of Liability towards the consultant shall not exceed the contract value.

SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM

CONSULTANT'S GENERAL INFORMATION

S. No	Particulars	Description/Details	Reference Documents	Page No.
A	Name of Bidding company			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. email			
	e. Website			
C	Name of Managing Director / CEO			
D	Name, Designation & email of Authorized signatory			

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

TEAM COMPOSITION AND TASK ASSIGNMENTS**Staff details:**

S. No.	Name	Qualification	Position	Task

Project Experience Details

Assignment Name:		Country:
Location within the Country:		Professional Staff Provided by the Firm / entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start date (Month / Year):	Completion date (Month / Year):	Approx. Value of Services (INR):
Name of Associated Consultants, if any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of project:		
Description of actual services provided by the staff:		

Notes:

1. Use separate sheet for each relevant Assignment.
2. Exchange rate should be taken as Rs. 74 per US\$ for converting to Rupees.
3. As a documentary evidence, attached a Copy of Work Order / Client Certificate/ Agreement signed with the Client.

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Annexure III

FORMAT OF CURRICULUM VITAE (CV) FOR KEY PROFESSIONAL STAFF

1.	Name			
2.	Proposed Position			
3.	Date of Birth			
4.	Years of experience			
5.	Nationality			
6.	Education			
	Degree (Specialization)	Institution		Year in which obtained
7.	Other Professional certification or training			
8.	Languages & degree of proficiency			
9.	Countries of Work Experience			
10.	Employment record (Starting with present position, list in reversed order) (Clearly distinguish your "employer" as an employee of the firm from a "client" forwhom you haveworked)			
	Employer	From	To	Position held and Description of duties
11.	Detailed tasks handled (Domestic and International) :(Work undertaken that best illustrates capability to handle the work and tasks assigned)			
	Work Area	Tasks Handled	Project Details	Position Assigned
		(Exact duties rendered)	(Project name Organization Location)	(Project Manager / Team Leader/ Team Member / Expert)
				Start Year & Time spent
12.	Undertaking:			
	I, the undersigned certify that to the best of my knowledge and belief, this bio data correctly describes the qualifications, and the experience of the proposed resource			
	Name & Signature (Authorized Representative)		Date of signing	

PROPOSAL SUBMISSION FORM

(ON BIDDERS LETTER HEAD)

To,

**Chief Engineer (Central Zone)
Nirman Bhavan, UPPWD
96, MG Road, Lucknow – 226001.**

Ref: Submission of Proposal against Tender Reference No: *UPPWD_Consultant_RES_2020*

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. *UPPWD_Consultant_RES_2020* for “**SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH**” by the Uttar Pradesh Public Works Department (UPPWD) in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Technical Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
3. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
4. **We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/Institution.**
5. **We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt/Organization/Institution.**
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act,1988.”

8. We understand that UPPWD is not bound to accept any or all bids received in response to this Tender.
9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal ((eBid Reference no.: UPPWD_Consultant_RES_2020) for selection of Consultant against this tender.
10. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPPWD in case we are selected as Consultant against this tender by the UPPWD.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Ref: Submission of Proposal against your RFP Reference No. (*UPPWD_Consultant_RES_2020*) for
**“SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT
FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH”**

Our detailed financial proposal is as follows:

Name of Consultancy:		SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH		
RFP Reference No:		<i>UPPWD_Consultant_RES_2020</i>		
S. N o	Particulars	Basic Price (INR)	Applicable GST(INR) (presently@18 %)	Total Cost Inclusive of GST (INR)
1	Total “ Consulting Fee ” for undertaking SOW mentioned in RFP			
Total Cost (In Numbers)				
Total Cost (In Words)				

*** Separate Excel Sheet has been provided for submission of Financial Proposal Bid (BOQ) with the tender published on eTender Portal <https://etender.up.nic.in>.**

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FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No

Dated :.....

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees only) we, (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request /contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We, (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed

office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the

_____ we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the

terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, (indicate name of the Bank) lastly undertake not to revokethis
8. guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____
for _____
(Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP (RFP Ref. No. _____) should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

FORMAT OF AGREEMENT

(To be executed on an **On Non Judicial Stamp Paper of Rs 100/-** by the successful Bidder)

This agreement is made thisday of2020 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. _____) for **“SELECTION OF CONSULTANT FOR RESTRUCTURING OF PUBLIC WORKS DEPARTMENT FOR HIGHER ECONOMIC GROWTH OF UTTAR PRADESH”** referred to as the “First Party”, which expression shall include his heirs, executors and administrators/their successors and Chief Engineer (Central Zone), Nirman Bhavan, UPPWD, 96, MG Road, Lucknow (in short UPPWD), referred to as the “Second Party”, through Chief Engineer (Central Zone), UPPWD, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services in accordance with all the terms and conditions contained in the Tender (RFP Ref. No. _____) and also the terms and conditions contained in the subsequent corrigendum and Work Order to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OF TWO THOUSAND AND TWENTY.

Authorized Signatory of
“First Party”

Signature:
Name and Address:

Witness for “First Party”
Signature:
Name & Address

Authorized Signatory of
“Second Party”

Signature:
Name & Address:

Witness for “Second Party”
Signature:
Name & Address: