

MUNICIPAL CORPORATION FARIDABAD

Tender

On behalf of Commissioner, Municipal Corporation, Faridabad Online bids on the website: <https://etenders.hry.nic.in> are hereby for the works as mentioned below: -

Sr. No	Name of Work	Tender Document Fee + Processing Fee	Earnest Money	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1	RFP for Empanelment of Central PSU / State PSU for providing project management services across categories in the field of ICT and Urban Infrastructure	Rs.5000+1180 = 6180/-	Rs. 10,00,000	01.12.2025 Time 10:00 Hrs.	22.12.2025 Time 17:00 Hrs.

1. Tenders will be received online at the website <http://www.etenders.hry.nic.in> and will be opened by the Executive Engineer-HQ, Municipal Corporation, Faridabad on **23.12.2025 Time 16:00 Hrs.** In the presence of tenderers or their authorized agent who may like to be present.
2. Tenders must be submitted online on the Electronic Tendering system of Municipal Corporation, Faridabad. The Technical bids / Envelopes scan copies of which are to be submitted online are required to be delivered in person by the intending contractor or his agent to the Executive Engineer-II., Municipal Corporation, Faridabad.
3. Tenders should be submitted online on the prescribed Form/Template which can be downloaded from the website <http://www.etenders.hry.nic.in> the prescribed form contains the conditions of contract to be executed with the contractor whose tender is accepted.

4. As the Bids that are to be submitted online are required to be encrypted and digitally signed, the Bidders are therefore advised to obtain the same (Digital Signature Certificate) at the earliest.

Important Date	
Start Date & Time of Bid Preparation & Submission	01.12.2025 Time 10:00 Hrs.
Last date submission of Bid	22.12.2025 Time 17:00 Hrs.
Date for Pre-bid Meeting	10-12-2025 at 12:00 Room No-03 Office of the Chief Engineer B. K Chowk Municipal Corporation, Faridabad
Mail id for communication	mcfxenhq@gmail.com mcfamrut1@gmail.com

SECTION-1

CONDITIONS OF EOI

Instruction to Contractor on Electronic

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of contractors on E-tendering Portal:-

All the Contractors intending to participate in the tenders processed online are required to get registered on the Electronic Tendering System on the Portal <http://www.etenders.hry.nic.in> For more details, please see the information on the Registration info link on the home page.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Notary Public / Chartered Account / Any Gazatted Officer whose stamp carrying emblem of Ashoka. Only upon the receipt of the required documents, a digital certificate can be issued.

2.3 The contractors may obtain Class-II digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities

2.4 Bid for a particular tender may be submitted online using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (be it due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a back up of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital

certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in Municipal Corporation, Faridabad tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

5 Online Viewing of Detailed Notice Inviting Tenders:

The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on website <http://www.etenders.hry.nic.in>

6 Download of Tender Documents:

The tender documents can be downloaded from the Electronic Tendering System through the Portal <http://www.etenders.hry.nic.in>

7 Key Dates:

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee and Submission of Bid Seal (Hash) of online Bids:

8.1 The Payment can be made by eligible / contractors online directly through Internet Banking / NEFT/RTGS. The contractors have to pay the cost of the tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and credit card / online payment authorization networks.

8.2 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the time schedule (Key Dates) of the Tender.

9 Generation of Super Hash:

After the submission of Bids (Hash) by the Contractors, the bidding round will be closed and a digitally signed Super Hash will be generated by the authorized Municipal Corporation, Faridabad officers. This is equivalent to sealing the tender box.

10 Submission of actual online bids:

Contractors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation & submission after the generation of Super Hash. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contractors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

Note: -*Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at <http://www.etenders.hry.nic.in>*

**BID DOCUMENT FOR
“EMPANELMENT OF CENTRAL / STATE PSUs FOR PROVIDING
PROJECT MANAGEMENT SERVICES”**



November 2025

O/o Commissioner, Municipal Corporation of Faridabad

BK Chowk, Faridabad, Haryana – 121001

Notice for Publication

Commissioner, Municipal Corporation, Faridabad

Phone No: xxxxxxxxxx (O), E-mail:

NOTICE INVITING BIDS FOR EMPANELMENT

Online Bids are invited on behalf of the Commissioner, Municipal Corporation, Faridabad for empanelment for providing Project Management Services from eligible Bidders, i.e., Centre and State Public Sector Undertaking in appropriate categories as making the bidder eligible to quote for services as required in this tender and meeting eligibility criteria after giving prescribed Earnest Money. Details of this Bid notification and qualification criteria can also be seen in DNIT/Tender No. exhibited on web site: <http://etenders.hry.nic.in>.

Service Description	Empanelment for providing project management services across categories in the field of ICT and Urban Infrastructure
Type of Contract	Empanelment
Earnest Money	Rs. 10 Lac
Bid Document & E-Service Fees (in Rs.)	Rs. 5000/- + Rs. 1180/-
Last Date for Pre-Bid Queries Submission	09/12/2025 at 17:00 Hours
Pre-Bid Meeting Date & Venue	10/12/2025 at 12:00 Hours (MCF HQ)
Document download / sale start date & time	01/12/2025 at 10:00 Hours
Bid Submission end date and time	22/12/2025 Up to 17:00 Hours
Empanelment period	3 Years
Opening of Technical Bids	23/12/2025 at 16:00 Hours
Opening of Financial Bids	Technically qualified bidders to be notified later

Note:

1. The Bidders can download the Bid documents from the Portal: <http://etenders.hry.nic.in>
2. The Payment for Bid Document Fee and eService Fee can be made by eligible Bidders online on secure electronic payment gateway directly through Debit Cards / Internet Banking Accounts. The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T+1 day (Transaction + One working day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
3. The Bidder are strictly advised to apply online bid well in time without waiting for last date.
4. Detailed NIT can be seen on website <http://etenders.hry.nic.in>.

O/o Commissioner,
Municipal Corporation, Faridabad

Disclaimer

1. The sole objective of this document (the Request for Empanelment or the RFE) is to solicit Techno commercial offers from interested parties for taking part in the empanelment process leading to empanelment of service provider(s) for the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Municipal Corporation of Faridabad (hereinafter referred to as "MCF") or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Each Bidder should conduct their own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFE Document, and wherever necessary, obtain independent advice from appropriate sources.
2. This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.
3. MCF Representatives, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFE Document.
4. Some of the activities listed to be carried out by MCF subsequent to the receipt of the responses are indicative only. MCF has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of MCF.
5. It is advised through this REF that materialistic misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all MCF tenders/RFEs for a period of minimum 3 (three) years. Bidders are requested to share information which is true and based on some tangible proofs.
6. The information contained in this RFE is subject to update, expansion, revision and amendment prior to the last day of submission of the Bids at the sole discretion of MCF. In case any major revisions to this RFE are made by MCF within seven days preceding the last date of submission of the Bids, MCF may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFE. Neither MCF nor any of its officers, employees, advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFE.
7. The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MCF or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MCF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. FACTSHEET

RFE No.	DNIT NO. - /2025-26
Name of Organization	Municipal Corporation of Faridabad (MCF)
RFE Type	Open RFE
RFE Category	Services
Type of Contract	Empanelment
Service Category	Project Management Services
Selection Method	As per RFE
Availability of Bid Document	e-procurement portal at http://etenders.hry.nic.in
Service provider Panel	<ul style="list-style-type: none"> ➤ Category 1: ICT Infrastructure ➤ Category 2: Urban & Smart Infrastructure
Bid Validity	Proposals shall remain valid for 180 days from the last date of bid submission
Proposal Language	English
Proposal Currency	INR (Indian Rupees)
Consortium/JV	Not Allowed
Number of Packets	Two Packets Online bid submission as under: 1.Packet-1 Technical Bid (EMD/Eligibility & Technical Bid) 2.Packet-2 Financial Bids (Abridged & Detailed Financial)
Re-Bid Submission	Yes (Before last date of bid submission)
Bid Withdrawal	Yes (Before last date of bid submission)
Address for Communication	Municipal Corporation of Faridabad BK Chowk, Faridabad, Haryana - 121001 Email: Phone:

Note:

The above dates, time and venue may be altered by MCF at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above FACTSHEET is further elaborated in the subsequent sections of this RFE and the information provided in the FACTSHEET and subsequent sections of this RFE are to be read in conjunction and are to be interpreted harmoniously.

2. DEFINITIONS

In this document, the following terms shall have respective meanings as indicated:

"**MCF**" shall mean Municipal Corporation of Faridabad, Haryana. The term MCF includes successors and assigns of MCF.

"**ULB**" shall mean Urban Local Body, Faridabad, Haryana.

"**DULB**" shall mean Directorate of Urban Local Bodies, Haryana.

"**Client/User department**" shall mean the department/organisation for which the order is being placed.

"**e-Governance**" ICT (Information and Communication Technology) based projects in government sector

"**RFE**" shall mean Request for Empanelment or Bidding Document including the written clarifications issued by MCF in respect of the RFE.

"**Authorized Representative/Agency**" shall mean any person/agency authorized by MCF.

"**Contract**" shall mean the Work Order placed by MCF on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

"**Financial Year**" (FY) period from 1st of April till 31st of March of subsequent year.

"**Specifications**" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.

"**Bidder/Agency/Service Provider**" means the firm offering the solution(s), services and/or materials required in the RFE. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency", on whom MCF places Work Order for Delivery of services.

"**Party**" shall mean MCF or Bidder individually and "**Parties**" shall mean MCF and Bidder collectively.

"**Services**" means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.

“**SME**” means subject matter expert is an individual with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment.

“**Proposal/Bid**” means the Bidder's reply or submission in response to this RFE.

“**Service Category**” refers to a defined group of related services that are bundled based on their functional nature, technical scope, or delivery objectives. Each service category has sub-categories corresponding to experience level of resources—such as Subject Matter Experts and Consultant.

“**Empanelment Rate**” refers to the approved rate during the bidder empanelment process for a specific service category. It serves as the baseline pricing that the empanelled service provider agrees to offer for delivering defined services during the contract period.

“**Material Breach**” means a breach by the selected bidder of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.

“**Business Hours**” shall refer to the period from 09:00 AM to 06:30 PM (Indian Standard Time - IST), Monday through Friday, excluding gazetted public holidays as notified by the Government of India.

3. INTRODUCTION

3.1 About Directorate of Urban Local Bodies

To have better co-ordination and control on the working of municipalities in the State, the Directorate of Urban Local Bodies Department, Haryana was established on 1st April, 1982. The Department was established to give impetus to the 74th Amendment of the Constitution and to lay a solid foundation for the Urban Development in the State of Haryana. Haryana is one of the most progressive States in India and its people are quite proactive in keeping themselves abreast of the changing global landscape. With rapid urbanization, growing needs of the citizens for efficient & effective service delivery, better civic amenities thereby providing better living standards, the activities of the department have multiplied manifolds. For efficient and effective service delivery, the Department is encouraging replacement of traditional delivery system of public services by new and improved system of governance that works better, costs less and is capable of serving the citizens' needs with ease.

The broad functions of the Directorate of Urban Local Bodies Department, Haryana are as given under:

1. To provide the policy framework for the Urban Development in the State of Haryana.
2. To facilitate the working of the Urban Local Bodies in the State.
3. To maintain the civic amenities in the State.

3.2 Objective of RFE

The objective of this empanelment initiative by the Municipal Corporation is to establish a panel of technically qualified and experienced Centre & State Public Sector Undertakings (PSUs) for delivering high-impact consulting and project management services across two key domains:

- I. **ICT Infrastructure**, including but not limited to, IT advisory & systems integration, modernization, and Technology procurement.
- II. **Urban & Smart Infrastructure**, including but not limited to Urban/Rural area redevelopment, Public utility automation and GIS enabled monitoring and sustainable infrastructure.

This empanelment seeks to meet the increasing demand for resource augmentation, domain expertise, and project management support required to implement technology and Smart Cities-related initiatives at the municipal level. Agencies empanelled under this initiative will support the design, development, implementation, and management of scalable, secure, and citizen-centric digital and physical infrastructure.

The empanelment will be structured across sub-categories based on the experience level and domain expertise of deployed resources, ensuring flexibility in deployment and cost-effectiveness. This enables the Corporation to engage the right level of expertise

depending on project complexity—ranging from junior-level technical support to senior strategic advisory roles.

Key objectives of the empanelment include:

1. **Support Municipal Digital Transformation:** To strengthen the city's digital service delivery and physical infrastructure through integrated, technology-enabled solutions in line with state-level digital transformation initiatives.
2. **Access to Skilled Resources:** To enable quick deployment of consultants and domain experts with relevant qualifications and field experience, adaptable to both short-term and long-term engagements.
3. **Scalability and Flexibility:** To establish a resource pool that can be dynamically allocated across projects, including location-specific urban development works and digital transformation projects.
4. **Transparent and Simplified Procurement:** To streamline the selection and engagement process for various urban and ICT projects through pre-qualified agencies, reducing delays in project initiation.
5. **Efficient Project Execution:** To ensure timely implementation of urban and digital infrastructure projects by leveraging specialized technical and managerial capabilities of bidder.

The empanelment will initially be valid for **3 years**, extendable by **1 Years**, and shall remain operational until the successful completion of any assigned projects, ensuring continuity and accountability. Agencies will be required to provide services across the jurisdiction of the MCF, with deployment modalities governed by specific project requirements and work orders.

4. SCOPE OF WORK

4.1 Service Categories

The empanelled PSUs will be responsible for providing end-to-end consultancy and implementation support services for various digital and smart infrastructure projects undertaken by the Municipal Corporation of Faridabad (MCF). These services categorized as under, may include but are not limited to:

I. Service Category 1: ICT Infrastructure Advisory

- i. Facilitate procurement of IT/Non-IT equipment in line with technology adoption and upgradation initiatives of MCF.
- ii. Development and implementation of IT systems for e-Governance and municipal service delivery.
- iii. Conduct requirement gathering, gap analysis, and business process mapping for IT initiatives.
- iv. Prepare functional specifications, FRS/SRS, test cases, and assist in UAT (User Acceptance Testing) and monitor SLAs.
- v. Advisory and project monitoring support involving Data Centre, Networking and Cybersecurity solutions
- vi. Design and implementation of secure communication networks, surveillance and monitoring systems, integrated command & control centres and integrated dashboards.
- vii. Advisory support for emerging technologies (e.g., AI, IoT, Blockchain) applicable in urban governance, Cloud-based service delivery models, Cybersecurity & data protection solutions, and Mobile ready solutions
- viii. Suggest adoption of various Open API platforms and lead Digital Platform development
- ix. or any other related services

II. Service Category 2: Urban & Smart Infrastructure

- i. Support for sustainable and green belt policy and infrastructure development aligned with Clean & Green City objectives.
- ii. Advisory on City Planning & Development initiatives, Software Technology Parks, housing schemes, smart bazaar, etc. Streamline development and maintenance of public parks, green belts, vertical gardens, and urban forests.
- iii. Design and project management for smart utilities such as solar systems/solar light park, smart metering, digital advertisements, etc.
- iv. Provide Subject Matter Expertise on Smart Mobility, Surveillance, Intelligent Traffic Management Systems (ITMS), Public Address (PA) Systems.
- v. Provide technical inputs related to the selection, specification, and deployment of municipal machinery and mechanical equipment, such as Solid waste management machinery (compactors, mechanical sweepers, etc.), water supply and sewerage mechanical systems, etc.

- vi. Manage implementation of GIS solutions, AI enabled Drone deployments and multi-channel dashboard generation.
- vii. Monitoring of projects including development of modular urban centres, auditoriums, horticulture initiatives, etc.
- viii. Manage end to end deployment of Smart Street Lighting, Public Wi-fi, citizen recreational centres on Public Private Partnership (PPP) or other models
- ix. or any other related services

4.2 Roles & Responsibilities

The empanelled agencies shall play a critical role in ensuring the seamless deployment, operation, and management of projects undertaken by MCF under the ICT Infrastructure and Urban & Smart Infrastructure categories. The key responsibilities of the agencies shall include but not limited to:

4.2.1 Project Management

1. Preparation of Detailed Project Reports (DPRs), Request for Proposals (RFPs) and related templates
 - o Prepare detailed scope of work documents for projects
 - o Conduct market research, create project proposal & notes, white papers and project financial estimations
 - o Create documentation related to Request for Information (RFI), Request for Quote (RFQ), comprehensive technical specifications and evaluation criteria
2. Preparation of Roadmaps, Guidelines and Frameworks
 - o Formulating strategic roadmaps for ICT adoption, urban innovation, and smart infrastructure deployment
 - o Creating operational and policy frameworks aligned with state policies
3. Bid Process Management
 - o Assisting MCF in pre-bid planning, bid process execution, bidder evaluation, contract finalization and project management
 - o Ensuring transparency and compliance with public procurement guidelines
 - o Administer contracts and SLA compliance for projects
4. Domain Specific Technical Assistance
 - o The SMEs will work closely with municipal department, engineering wings, and project implementation units to ensure domain-accurate technical planning, cost-effectiveness, and long-term sustainability of urban development projects.
 - o Support monitoring and compliance for ICT & Urban initiatives.
 - o Monitor project performance, uptime, and issue resolution in coordination with development/operations teams.
5. Any other related services
 - o Providing any other consulting or implementation support as may be required from time to time in alignment with the project scope and MCF's objectives

4.3 Resource Matrix

The empanelled agencies shall deploy the resources as per the below experience/role slabs in the respective service categories –

Resource Matrix			
SN	Role	Experience (in Yrs.)	Qualification
Service Category 1: ICT Infrastructure			
1	Senior Project Manager	8+	<p>Education BE / B.Tech. /M.Tech. / MCA. Preferred - MBA (or any equivalent full time management program of at least 12 months) from recognized institute/university.</p> <p>Experience (Project execution management, bid management, strategy / organization transformation / operating model / business process transformation / digital transformation / change management / PPP Model)</p> <p>Minimum 3 yr. experience in urban local body / Government sector projects</p>
2	Senior Consultant	5+	<p>Education BE / B.Tech. /M.Tech. / MCA / BCA / BBA / MBA from recognized institute/university.</p> <p>Experience in (DPR, RFP, Bid process, GFR, Management Consulting, Business Analysis, Business Development, Consulting, Strategic Planning, Change Management)</p> <p>Minimum 3 yr. experience in Government / Public Sector technology/ICT projects</p>
Service Category 2: Urban & Smart Infrastructure			
1	Senior Project Manager	8+	<p>Education BE / B.Tech. / B.Arch. / M.Arch / M.Tech. in Civil engineering / Mechanical Engineering/Government Projects. Preferred - MBA (or any equivalent full time management or technical program of at least 12 months) from recognized institute/</p>

			<p>university.</p> <p>Experience (Project execution management, bid management, strategy / organization transformation / operating model / business process transformation / digital transformation / change management / PPP Model)</p> <p>Minimum 3 yr. experience in Government / Public Sector smart city/ICT/GIS/urban development /civil projects</p>
2	Senior Consultant	5+	<p>Education BE / B.Tech. /M.Tech. / B.Arch. / M.Arch / MCA / BCA / BBA / MBA from recognized institute/ university.</p> <p>Experience in (DPR, RFP, Bid process, GFR, Management Consulting, Business Analysis, Business Development, Consulting, Strategic Planning, Change Management)</p> <p>Minimum 2 yr. experience in Government / Public Sector technology/ICT projects</p>

Note:

- The successful empanelled agency shall provide resources as per the requirements raised by MCF. MCF shall share the eligibility criteria with all empanelled PSUs for the selection and engagement of technical resources
- No replacement shall be allowed during the engagement period of experts. 10% fees shall be deducted from monthly fees of that specific resource in case of replacement. In case on any misshaped/unavoidable circumstances or unforeseen events such as illness with the candidate penalty shall be revoked by the prior approval of competent authority.
- In case of resignation of candidate, bidder shall be responsible for timely replacement of resource before the last working day of candidate. In absence of replacement of resources, penalty of 10% fees of that specific resource shall be deducted from monthly fee.
- In the event of resignation by any deployed resource, the successful empanelled agency shall intimate MCF at least thirty (30) days in advance prior to effecting the replacement of such resource. The new expert who will replace to existing expert, shall have the qualification and experience equal to or more than the existing expert.

- The concerned PSU/agency shall be solely responsible for the performance of the provided technical resource person. In case of non-performance, the PSU shall provide a replacement for the resource person within 45 days.
- The above scope of work is indicative in nature. Work on the above area will be assigned to any one of the empanelled agencies. Empanelled agency will be asked to deploy required number of resources for a well-defined period. Agency's professionals i.e. SMEs/ consultants/ technical resources deployed on a work will use their own computer/laptop, etc. when working from MCF's premises.

4.4 MCF's Responsibilities

1. MCF shall provide adequate seating space for deployed resources, equipped with power outlets, internet connectivity and basic infrastructure to carry out responsibilities listed in this empanelment document.
2. Identity cards / biometric registration / daily pass, as applicable along with due registration process allowing access to workplace premises shall be done by MCF if required.
3. Corporation shall fulfil, at its own expense, any travel or lodging requirements for the deployed resources, for fulfilment of responsibilities as mentioned in this document.
4. MCF shall not pay local conveyance charges, fooding or any other expenses if resource person is in MCF office.

5. INSTRUCTION TO BIDDERS

5.1 Availability of RFP

1. The RFP document is available on the e-procurement site at <http://etenders.hry.nic.in>.
2. Interested bidders who wish to participate in this REF may view and download the RFE document for a fee as mentioned in Notice for Publication from the above-mentioned website.
3. Bidders are advised to thoroughly review all instructions, forms, terms, project requirements, and other relevant information provided in the RFE documents. Any failure to provide the required information or submission of a proposal that is not fully responsive to the RFE documents may result in the rejection of the proposal, at the bidder's risk.
4. RFE Notice and detailed time schedule for this REF, will be accessible via the e-procurement site at <http://etenders.hry.nic.in>.
5. Bidders must comply with the timelines outlined in the FACTSHEET section. Bids submitted after the specified deadline will not be accepted.
6. The bidders participating first time on eProcurement portal will have to complete the Online Registration Process for the e-Tendering portal.
7. Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFE documents. Failure to furnish all information required as mentioned in the RFE documents or submission of a proposal not substantially

responsive to the RFE documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

5.2 Pre-Bid Queries

For any clarifications regarding the RFE document or related matters, bidders may submit their queries to MCF following the submission mode and timelines specified in the FACTSHEET. Pre-bid queries must include the name and details of the bidder submitting them. Queries submitted after the deadline indicated in the FACTSHEET will not be considered by MCF.

MCF reserves the right to issue responses, clarifications, or corrigenda as deemed necessary.

All queries must be submitted via email only, with the subject line formatted as follows: **"RFE for Empanelment of" Pre-Bid Queries _<Bidder's Name>**

Pre-bid queries should be sent to the following email address: XXXXXXXXXXXXXXXX

The queries should necessarily be submitted in **EXCEL** in the below format:

#	Name & Contact Details of the Bidder	RFE Document Reference(s) (Section & Page No.)	Content of RFE requiring clarification	Point of Clarification

MCF shall hold a pre bid meeting with the prospective bidders as per the schedule provided in the **FACTSHEET**. Queries received from the bidders regarding bidding conditions, bidding process, resource requirement, evaluation criteria, etc., in writing, or over email (preferably in an excel file), **up till two (02) days prior to the pre bid meeting**, shall be addressed.

MCF is not bound to clarify any query received after the day as described above. MCF will review every query and on due consideration will issue corrigendum (if required). However, MCF does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by MCF.

5.3 Duration of Empanelment

The initial term of the Empanelment will be for a period of Three (03) years. This may be extended for up to an additional one (1) year, based on the Agency's performance as evaluated against the terms specified in this RFE and subject to non-occurrence of any major security or service incident/default. Any renewal will adhere to the original Empanelment's terms and conditions, including financial terms. The decision of MCF

regarding renewal shall be final and binding on the Agency. MCF reserves the right to cancel or terminate the empanelment, at its sole discretion, by providing a written notice of one hundred and twenty (120) days to the empanelled agency. Such termination shall be communicated through proper written intimation.

5.4 Language of Bid

The bid submitted by the bidder, along with all correspondence and documents exchanged between the bidder and MCF, must be in English. Supporting documents and printed materials provided by the bidder may be in another language, provided they are accompanied by an accurate English translation of the relevant sections. In case of any discrepancies between the original language and the translation, the English translation will prevail. Any information provided in any language, apart from English, without an appropriate translation will be rejected.

5.5 Bid Validity and Costs

1. The bidder shall bear all costs related to the preparation and submission of the bid. MCF will not be responsible or liable for any costs incurred, regardless of the outcome or conduct of the bidding process.
2. All bids must remain valid for a minimum period of 180 days from the date of bid opening. The quoted rates must remain valid for the initial or extended duration of the empanelment period, starting from the date of empanelment, for placing the initial order.
3. If required, MCF may request an extension of the bid validity period up to 90 more days. Bidders will have the right to refuse to extend the validity of bids beyond the said 90 days period and to withdraw the bids. The request and the responses thereto shall be made in writing or by email.

5.6 Earnest Money Deposit

The submission of Earnest Money Deposit (EMD) is mandatory for participants in this RFE. Payment of EMD shall be made online directly through RTGS / NEFT as per the below details –

EMD in Favour of –

Amount – Rs. 10 Lac

Failure in submission of EMD as per the prescribed amount along with the bid documents shall lead to disqualification of the bidder from the RFE process.

5.7 Bidding Entities

The bidding entity must be a legally registered organization in India, compliant with all applicable laws, regulations, and statutory requirements.

The entity must not be blacklisted or debarred by any government department or regulatory authority at the time of bidding

Consortium, Joint-Venture, or Subsidiaries are **not allowed** in this bid.

5.8 Bid Submission

A two-stage bidding process will be followed for this RFE to finalize the selection of bidders. The bidders are required to submit/upload EMD, Pre-Qualification (PQ) & Technical Qualification (TQ) Bids, and Financial Bids on the eProcurement portal.

1. **Technical Bid:** Shall include all documents related to Pre-Qualification Criteria (as per Annexure – 1) and Technical Evaluation Criteria (as per Annexure – 2) with requisite compliance to requirements as mentioned in the RFE document. No financial information should be included in this bid.
 - i. All the bid documents must be duly signed by the authorized signatory of the company and stamped with company seal.
 - ii. The bids submitted shall be sequentially numbered, have proper index, and with references to sections/documentary evidence attached.
 - iii. The time/venue of presentations shall be shared by MCF separately.
 - iv. Conditional bids/proposals will not be entertained.
2. **Financial Bid:** Shall include bidder's price quotation as per Annexure – 3.
 - v. The bidder must upload the Price Bid as per the format prescribed in the RFE document.
 - vi. The price quoted by bidders shall be exclusive of GST.
 - vii. The financial bids of only the technically qualified bidders will be opened.
 - viii. The lowest rate (L1) for each service category shall be discovered for empanelment of agencies.

6. BID EVALUATION & EMPANELMENT PROCESS

The MCF shall evaluate the responses to the RFE and all supporting documents/documentary evidence. Bids will be assessed by adopting a three-stage evaluation process - Pre-Qualification Evaluation, Technical Evaluation, and Financial Evaluation. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection of the bid.

MCF reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFE.

In the event of the specified date of bid opening being declared a holiday for MCF, the bids shall be opened at the appointed time and location on the next working day.

During evaluation of bids, the MCF may, at its discretion, seek clarifications or confirmations from the Bidder on the Technical & Financial Proposals. The request for clarification and the response shall be made in writing. If the response to the clarification is not received before the expiration of the deadline prescribed in the request, the MCF reserves the right to evaluate bids based on available documents which may also lead to rejection of the bid.

The decision of MCF on the evaluation of responses to the RFE shall be final and binding on all participants.

6.1 Pre-Qualification Evaluation

1. The bids shall be first evaluated against the pre-qualification criteria (PQ) as mentioned in Annexure-1.
2. Bidders must meet all the PQ requirements. Bids non-compliant to PQ criteria shall be summarily rejected.
3. Only the bidders who successfully qualify the pre-qualification stage will be evaluated in the technical evaluation phase.

6.2 Technical Evaluation

1. In this stage, the technical bids/proposals of bidders shall be evaluated against the technical evaluation criteria (TQ) as mentioned in Annexure-2.
2. Bidders must also score a minimum of 80 marks out of 100 to qualify for further evaluation. Bidder scoring 'Nil' or 'Zero' (0) in any of the TQ criteria shall be outrightly disqualified from the bidding.
3. Bids failing to meet the minimum qualification marks shall be summarily rejected.
4. Only the bidders who successfully qualify the technical qualification stage will be evaluated in the financial evaluation phase.

6.3 Financial Evaluation & Empanelment

The financial bids of only those bidders will be opened who qualify the pre-qualifying and technical evaluation stage.

- a. On a designated day and time, the Financial Bids of only those Bidders satisfying all conditions of the eligibility criteria and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidders.
- b. The lowest quoted rates will be discovered, separately for each of the service categories.
- c. The lowest quote discovered for each of the service category, shall be declared as L1 for that particular category. The technically qualified bidders shall then have an opportunity to match their rates with the L1 discovered rates for each of the service category.
- d. Bidders accepting the L1 rates for each of the service categories shall be successfully empanelled to provide services as mentioned in this RFP document.
- e. In case, any bidder does not match the least offered price of the defined category, the bidder will not be empanelled.

Note:

- f. If MCF considers necessary, revised Financial Bids could be called from the technically eligible Bidders, before opening the original financial bids for recommending final empanelment.
- g. In such an event of revised financial bids being called, the revised bids should not be higher than the original bids, otherwise the bid shall be rejected.
- h. Quoting incredibly low or high value of items/roles with a view to subverting the RFE process shall be rejected straight away and execution of EMD of such bidders.
- i. The rates quoted should be as per industry standards for the prescribed experience. The bids in which the bidder quote NIL charges/considerations, such bid will be treated as unresponsive and will not be considered.
- j. Bids of those bidders whose Financial Bid have a deviation beyond 20% (twenty Percent) on either side from the Average financial bid of all the technically qualified bidders would be liable for disqualification. This will be applicable individually for all the line items/role categories. The MCF retains the right to enforce the deviation percentage clause mentioned above. Additionally, it reserves the authority to review and modify the deviation percentage, as specified in the Financial Bid Evaluation clause, considering prevailing market conditions, industry standards, and other relevant factors.

6.4 Signing of Contract

1. The MCF would issue the letter of intent (LoI) to the successful bidders who meet the technical requirements and agree to the discovered L1 rates of the listed roles. Successful bidders should accept and sign the LoI within 15 days of issuance.
2. On written communication from MCF for having qualified for empanelment the bidder shall sign the contract (letter of empanelment) within 7 days of such

- communication. Failing which the offer shall be treated as withdrawn and execution of EMD.
3. Empanelment of the agency shall be initially for a period of Three years, extendable for another one years or more solely at the discretion of MCF on same terms and conditions or additional mutually agreeable conditions.
 4. MCF shall issue the work order for deployment of the experts as per the organisational requirements. Separate requirement shall be shared by the authority to all empanelled agencies and Initial engagement of the experts shall be for minimum two years and shall be renewed on yearly basis.
 5. The empanelment can be used by MCF or any department across Haryana during the empanelment duration.
 6. The incidental expenses of execution of agreement/contract shall be borne by the empanelled bidder.
 7. Post-empanelment, the process for issuing Work Orders or Purchase Orders shall be solely at the discretion of MCF. The allocation of assignments will follow the procedure outlined in Clause 6.6 of the RFE, and the decision of MCF in this regard shall be final and binding on all empanelled entities. The Bidder will provide services as per MCF's requirements.
 8. The empanelled agency shall deploy the requisite resource(s) within 30 days from the date of award of work order.
 9. The Empanelled agency should provide an escalation matrix for problem resolution to the MCF by providing the Names, Designations, Contact Number(s) and Email IDs of the persons to be contacted.
 10. MCF shall be under no obligation to assign or disclose reasons for rejection of a bidder/participant from the empanelment at any stage. MCF's decision shall be final in this regard.
 11. MCF shall finalized the resource person after conduction the interview with candidate.
 12. The bidder shall provide the resource whose profile was submitted with the proposal during the seeing of requirement. No substitutions are allowed.

6.5 Price Revision

1. The price revision / increment shall consider year to year @10% after assessment of the deployed resources after obtaining the approval from the competent authority.
2. The revised rates shall be applicable from the date of award of empanelment letter of the succeeding year.
3. No upward/downward revision of prices will be permitted during first year of empanelment.
4. MCF shall notify the applicability of revised rates via e-mail, or any other official channel of communication, to the empanelled bidders on annual basis, before the conclusion of one calendar year from the date of award of empanelment letter.
5. For all purposes, calendar year will be considered from the date of award of empanelment letter.

6.6 Allocation of Work

1. Empanelment with MCF does not guarantee allocation of work.
2. For allocation of work, MCF will give a brief to the agencies and invite Concept notes/ technical proposals/ resumes/ presentations from the empanelled agencies for specific assignments.
3. MCF reserves the right to award the work to any of the empanelled agencies, based on the merit of their Concept note/ resumes/ technical proposal/ presentation for a particular work. The terms and conditions mentioned in the contract / award of work shall supersede the terms mentioned in the empanelment agreement.
4. In case, MCF does not find the work of the agency up to its satisfaction, MCF reserves the right to get it done from any other agency/agencies after giving prior 30 days' notice in writing for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
5. MCF will not be liable to make any payment or amount on account of conceptualization/ designing/ artwork etc. for the concept notes/ resumes/ technical proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

6.7 Performance Bank Guarantee

1. The agency selected for a particular task/project shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to 3% of the work order (WO) value (as per Annexure – 4), for each work order issued during the empanelment period.
2. The empaneled agencies shall submit the PBG within 30 days of receipt of work order.
3. PBG will be in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial bank or an unconditional and irrevocable Bank Guarantee or Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of Municipal Corporation of Faridabad, Haryana.
4. The PBG should remain valid for a period of 60 (Sixty days) beyond the date of work order.
5. The agency must renew the PBG on the same terms and conditions in case of contract extension, if any.
6. In the event wherein a WO is released by MCF for project renewal, or a fresh WO is released, the bidder shall ensure extension / submission of PBG within 30 days of issuance of the PO.
7. Performance Bank Guarantee would be returned (without any accrued interest) only after successful completion of tasks assigned in the WO and only after adjusting/ recovering any dues recoverable/ payable from/ by the agency on any account under the contract.
8. In the event of default in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the WO value per day delay with a Maximum penalty capping of PBG Value.

7. TERMS & CONDITIONS OF CONTRACT

7.1 General

1. Empanelment with MCF does not guarantee that any or all Bidders/agencies shall be awarded any project / assignment as a result of this empanelment.
2. MCF will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this RFE.
3. Maximum Penalty cap for any type of penalty imposition on Bidder would be 5% of total Contract value.
4. The decision of MCF arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by MCF.
5. The Bidders who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFE. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.
6. The Consultants/Resources shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of MCF.
7. The Consultant/Resource shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
8. In case the empanelled agency/bidder is found to be in-breach of any condition(s) of RFE or work order, at any stage during the course of project deployment period, MCF at its discretion may invoke EMD, security deposit stipulated in this REF document. The decision of MCF arrived at as above will be final and no representation of any kind will be entertained on the above.
9. MCF also reserves the right to accept/reject a bid, to cancel/abort RFE process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the MCF.
10. MCF retains the exclusive authority to empanel additional agencies as deemed necessary, entirely at its discretion, and at any time.

7.2 Payment

1. Payment will be made in Indian Rupees only.
2. The payment to the agency will be made on monthly basis depending upon the actual duration of services and number of resources deployed.
3. The payment will be cleared by MCF within 7 days from the day of invoice.

4. If the agency is liable for any penalty as per the SLA (refer to the related clause of this RFE), the same shall be adjusted from payments due to the agency.
5. A pre-receipted bill, along with certificate of attendance from authorized officer of the client will have to be submitted.
6. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.

7.3 Manpower Conditions

1. The manpower provided by the agency shall work as per MCF's work schedule.
2. The manpower shall be deployed for a minimum period of 2-year, and after that the contract/work-order shall be renewable on year-on-year basis.
3. If MCF so recommends, a deployed resource must be replaced by the agency within a period of 45 working days. MCF shall communicate the same in writing to the concerned agency.
4. The MCF shall issue the requirement to empanelled PSUs for deployment of resources mentioning the number of manpower and their designations.
5. It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall have no relationship of employer and employee with MCF.
6. The manpower employed by the agency shall have no right, whatsoever, for any appointment in the MCF in temporarily /ad-hoc /daily wages /regular capacity on the basis of their work in the MCF.
7. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).
8. Normal working hours will be from 0900 to 1830 hrs, Monday to Friday. Working hours is subject to change from time to time. Sundays will remain closed. In exigencies, resource of the consulting organisation may be required to work beyond office hours and/or on closed holidays. No extra allowance or remuneration for such work is admissible. He/She shall not accept any other professional appointment, paid or otherwise during the term of engagement.

7.3.1 Leave Policy

- i. The Resources should be stationed in MCF/Project Location for the entire project period. The Resource has to follow the working hours, working days and Holidays of MCF.
- ii. Resource shall get prior approval of MCF before leaving MCF/project location.
- iii. Leave entitlement and computation will be effective from date of start of project.
- iv. Paid leave of absence may be allowed at the rate of 2.0 days for each completed month of service. Accumulation of leave beyond a calendar year may not be allowed. Leave cannot be claimed as a matter of right. Discretion is reserved to the reporting officer at MCF to refuse or revoke leave

in the public interest. Leave encashment will not be permissible on unspent leave.

- v. In case he/she remains absent from duty beyond entitled leave, a proportionate deduction from the consolidated fee as applicable will be made.

7.3.2 Applicable Penalty

- i. The Resources should be stationed in MCF/Project Location for the entire project period. The Resource has to follow the working hours, working days and Holidays of MCF.
- ii. Resource shall get prior approval of MCF before leaving MCF/project location.
- iii. If the agency fails to deploy resources as mentioned in the work order/contract as per the date commencement of services, up to 30 Days, penalty shall be charged at the rate of @1 % per day of the monthly value of specific resource, up to a maximum of 5% of the monthly value of that specific resource.
- iv. If a deployed resource remains absent or takes leave for more than 2 days (excluding the government holidays) without informing the concerned MCF official, the agency shall substitute the resource within 2 working days failing which, penalty @ 0.1 % per day of the monthly value of specific resource (excluding service tax etc.) shall be applicable, up to a maximum of 5% of the monthly value of that specific resource.
- v. Recurring instances of default may lead to disciplinary action by MCF, leading to invoking PBG.
- vi. In the event of a data breach, security breach, or breach of confidentiality, penalty will be imposed. The penalty amount will be determined on a case-by-case basis, considering the nature and impact of the breach.

7.4 Confidentiality

1. The selected Agency and its Personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of MCF without the prior written consent of MCF.
2. The selected Agency will ensure that no information about the software/ hardware/ policies of MCF etc., is taken out in any form including electronic form or otherwise, by the manpower deployed by them.
3. Additionally, the selected Agency shall keep all the details and information confidential with regards to the projects, including systems, facilities, operations, management, and maintenance of the systems/ facilities.
4. MCF shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected Agency regarding any forbidden disclosure.
5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. Information already available in the public domain.

- ii. Information which has been developed independently by the selected Agency.
 - iii. Information received from a third party who had the right to disclose the aforesaid information.
 - iv. Information which has been disclosed to the public pursuant to a court order.
 - v. Information required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Agency shall advise MCF of such required disclosure promptly upon learning thereof in order to afford MCF a reasonable opportunity to contest, limit and/or assist the Agency in crafting such disclosure).
6. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum, the name of the providers, recipients, dates of generation and handing over of the data, modes of information, purposes, and signatures of both the parties.
 7. Notwithstanding anything to the contrary mentioned hereinabove, the selected Agency shall have the right to share the Letter of Intent/ Work Order provided to it by MCF in relation to this Agreement, with its prospective clients solely for the purpose of and with the intent to evidence and support of its work experience under this agreement.

7.5 Intellectual Property Rights

Subject to the other provisions contained in this Clause, the Empanelled Agency shall agree that all deliverables created or developed by the Empanelled Agency, specifically for the MCF, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of Municipal Corporation of Faridabad.

MCF shall acknowledge that:

In performing services under the Contract, the Empanelled Agency may use Empanelled Agency's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Empanelled Agency prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Empanelled Agency's Pre-Existing IP").

1. Notwithstanding anything to the contrary contained in the Contract, the Empanelled Agency shall continue to retain all the ownership, the rights title and interests on all the Empanelled Agency's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Empanelled Agency from using the Empanelled Agency's Pre-Existing IP in any manner.
2. If any of the Empanelled Agency's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Empanelled Agency hereby grants to the MCF a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple Categories, to use, copy, install, perform, display, modify and create derivative works of any such

- deliverables and only as part of the deliverables in which they are incorporated or embedded.
3. MCF being the owner of all the IPs created in the deliverables, except the Pre-Existing IPs of the Empanelled Agency used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the MCF may require or find necessary for its purpose. The IP rights of the MCF shall indefinitely subsist or continue in all future derivatives of the deliverables.
 4. The Empanelled Agency shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the MCF for use as detailed in the Clause (3) above.
 5. Except as specifically and to the extent permitted by the Empanelled Agency, the MCF will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Agency's Pre-Existing IP, or separate Empanelled Agency's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
 6. The MCF shall warrant that the materials provided by the MCF to Empanelled Agency for use during development or deployment of the application shall be duly owned or licensed by the MCF.

7.6 Force Majeure

If at any time, during the continuance of the work order, the performance in whole or in part by either party of any obligation under the selection is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/ chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within twenty-one (21) days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to cancel the work order, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the work order/ contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders here under to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. MCF shall however, be responsible to pay the selected Agency for the services successfully rendered to the satisfaction of MCF under the Work/ Purchase Orders issued pursuant to the contract.

7.7 Statutory Requirement

1. The agency shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.
2. The agency shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
3. The agency shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
4. The agency shall also ensure compliance to all the labour laws applicable as per state of Haryana
5. Neither the agency nor his workmen can be treated as employees of MCF for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of MCF. The agency or its workmen shall not at any point of time have any claim whatsoever against MCF.

7.8 Applicable Law

The Parties agree that this RFE/Agreement shall be governed by and construed in accordance with the laws of India. Subject to the arbitration clause below, the courts in India, shall have exclusive jurisdiction over any dispute, suit, or proceeding arising out of or in connection with this RFE/Agreement. The Parties agree that no court or tribunal outside India shall have any jurisdiction to entertain any dispute or claim arising out of or in connection with this RFE/Agreement. The Parties expressly waive any right to bring or participate in any legal proceedings in any foreign jurisdiction. All disputes in this connection shall be settled in Faridabad jurisdiction only.

7.9 Indemnity

The selected Agencies will indemnify MCF against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. MCF stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. MCF also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

7.10 Limitation of Liability

The aggregate liability of the agency under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed 5% of the total Contract value payable to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or wilful misconduct in performance of the services hereunder. In such cases, the liabilities shall be subject to final determination by the arbitrator.

In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss, or expenses (including but not limited to business interruption,

lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence.

7.11 Non-Solicitation

The Empanelled agency and MCF each agree that during the term, Empanelled agency personnel or MCF employee is associated with the services under the Work Order/Contract and for a period of twelve months after such person ceases to be so associated, neither the Empanelled agency nor MCF shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.

8. ANNEXURES

Annexure 1: Pre-Qualification Criteria (PQ)

SN	Criteria	Documentary Evidence	Compliance (Yes / No)	Page No. of Attachment
1	The bidder should be registered with the Goods and Services Tax Network and carry a valid PAN from the Income Tax Department, Government of India.	Copy of PAN Card Copy of Tax Registration including GST		
2	The Bidder should be a Central or State PSU and should be into existence in India for last 5 years as on day of bidding. Consortium / Joint venture bid not allowed	Copy of relevant Registration Certificates		
3	The bidder should have an annual average turnover of INR 150 Crores in last 3 financial years (2021-22, 2022-23, 2023-24)	Yearly Financial Statements (Balance Sheets Audited by a Certified Chartered Accountant) of the mentioned financial years.		
4	The bidder should have completed ICT / IT / ITes / Urban Infrastructure projects, as per the below criteria - One project of value INR 50 Crores or, Two projects of value INR 40 Crores or, Three projects of value INR 30 Crores	Attach Self-certified copy of PO/WO or Completion Certificate or experience certificate from the client.		
5	The bidder has not been blacklisted by Central Government or any State Government Organization in India at the time of submission of the Bid.	Self Declaration on Bidder's letterhead duly notarized		

Annexure 2: Technical Qualification Criteria (TQ)

Technical Evaluation/ Scoring Criteria										
Sr. No.	Technical Evaluation Criteria	Maximum Marks								
1	<p>The Bidder should have an annual average turnover in last 3 financial years (2021-22, 2022-23, 2023-24)</p> <table><tr><td>Average Turnover (Cr)</td><td>Marks</td></tr><tr><td>Rs.150Cr -Rs.250 Cr</td><td>10</td></tr><tr><td>Rs.>250 Cr & =500 Cr</td><td>12</td></tr><tr><td>Rs. >500 Cr</td><td>15</td></tr></table>	Average Turnover (Cr)	Marks	Rs.150Cr -Rs.250 Cr	10	Rs.>250 Cr & =500 Cr	12	Rs. >500 Cr	15	15 Marks
Average Turnover (Cr)	Marks									
Rs.150Cr -Rs.250 Cr	10									
Rs.>250 Cr & =500 Cr	12									
Rs. >500 Cr	15									
2	<p>The Bidder should have completed Similar work order of INR 50 Crores each Similar Works relates ICT / IT / ITes / Urban Infrastructure projects project related works.</p> <p>No. of Work Orders ≥ 1: 05 Marks No. of Work Orders ≥ 2 and <4: 10 Marks No. of Work Orders ≥ 4: 15 Marks</p>	15 Marks								
3	<p>The bidder should have a positive net worth as on 31-03-2024. A certificate to this effect, issued by a Chartered Accountant with a valid UDIN, must be uploaded by the bidder</p> <table><tr><td>Net Worth</td><td>Marks</td></tr><tr><td>Up to 100 Cr</td><td>10</td></tr><tr><td>>100 & 200</td><td>15</td></tr><tr><td>>200</td><td>20</td></tr></table>	Net Worth	Marks	Up to 100 Cr	10	>100 & 200	15	>200	20	20 Marks
Net Worth	Marks									
Up to 100 Cr	10									
>100 & 200	15									
>200	20									
4	<p>The Sole Bidder should have technical resources on direct payroll as on the date of submission of bid. These resources should be graduate in engineering. Declaration of HR department with relevant document such as declaration on letter head with employee name, association date and designation shall be provided along the bid document.</p> <table><tr><td>Number of manpower</td><td>Marks</td></tr><tr><td>=20</td><td>5</td></tr><tr><td>>20 and <=50</td><td>7</td></tr><tr><td>>50</td><td>10</td></tr></table>	Number of manpower	Marks	=20	5	>20 and <=50	7	>50	10	10 Marks
Number of manpower	Marks									
=20	5									
>20 and <=50	7									
>50	10									

5	Bidder shall demonstrate their Technical and Project Management capabilities in Presentation / Demonstration format. Bidder shall highlight and showcase its understanding of scope of work & deliverables, project management experience, delivery approach & methodology, project implementation plan and business continuity plan.	40 Marks

Annexure 2

AFFIDAVIT OF THE BIDDER

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)

Affidavit of Mr.....S/o..... R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/ Authorized signatory of M/s _____ having its Head Office/Regd. Office at _____.
2. That the information/Document/Experience certificates submitted in support of technical and financial capacity by M/s _____ along with the tender for _____ (Name of work) _____ to Municipal Corporation, Faridabad are genuine and true and nothing has been concealed.
3. I shall have no objection in case Municipal Corporation, Faridabad verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case Municipal Corporation, Faridabad demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, Municipal Corporation, Faridabad at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case Municipal Corporation, Faridabad verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted bank guarantee(s) before Municipal Corporation, Faridabad receives said verification.

I _____ the Proprietor/Authorized signatory of M/s _____ do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from Municipal Corporation, Faridabad and that no part of it is false.

Verified atthis.....day of.....

ATTESTED BY (NOTARY PUBLIC)

DEPONENT

Annexure 3:

Financial Proposal

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To

Executive Engineer

Municipal Corporation, Faridabad

BK Chowk, Faridabad

Subject: RFP for Empanelment of Central PSU / State PSU for providing project management services across categories in the field of ICT and Urban Infrastructure

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for Empanelment of Central PSU / State PSU for providing project management services across categories in the field of ICT and Urban Infrastructure

I/We agree that this offer shall remain valid for a period of (in word) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Annexure 4: Financial Bid

(To be submitted through online mode only on E-Tender Portal)

Subject: RFP for Empanelment of Central PSU / State PSU for providing project management services across categories in the field of ICT and Urban Infrastructure

Format for Financial Bid		
SN	Name of Expert	Man-Month Rate (INR) excl. of GST
Service Category A: ICT Infrastructure		
1	Senior Project Manager	
2	Senior Consultant	
Grand Total Value (GTV) A		
Service Category 2: Urban & Smart Infrastructure		
1	Senior Project Manager	
2	Senior Consultant	
Grand Total Value (GTV) B		

Note:

1. The bidders shall provide the Grand Total Value (GTV) of each of the categories separately, i.e., the GTV A shall be the combined man-month rates of all resources of ICT Infrastructure category, and GTV B shall be the combined man-month rates of all resources of Urban & Smart Infrastructure category.
2. All price quotes shall be exclusive of GST.
3. Any bidder quoting value as zero ('0') for any of the resource types in the above-mentioned categories, the bids of such bidders shall be accepted.
4. The lowest quoted value including both categories, i.e., GTV A and GTV B shall be declared L1.

ANNEXURE- V- GENERAL INFORMATION

All firms applying are requested to complete the information in this form. Information to be provided for all owners or application that are partnership or individually owned firms.

Sr.	Description	Details
1	Name of Organization	
2	Registered Office Address	
3	Contact No.	
4	Fax No.	
5	Email-Id	
6	Mobile No	
7	Place of Incorporation	
8	Year of Incorporation	
9	Registration Number	

ORGANIZATIONAL STRUCTURE

The applicant is a: _____

- a. Partnership firm
- b. Private limited company
- c. Limited Company or Corporation.
- d. Proprietorship firm

2. Attach the organization Chart showing the structure of the Organization, including the Names of the Directors Position of Officers.

Annexure

ANNEXURE- VI- NO – BLACKLISTING DECLARATION

[On the Letter Head of the Bidder]

No – Blacklisting Declaration

This is to certify that _____ (Name of the organization),
having

registered office at _____ (Address of the registered office),
as on date of submission of the proposal, has not been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

Authorized Signatory

(With Seal of the

Concessionaire) Name:

Full Address:

Annexure 4: Performance Bank Guarantee

To

[Name of Department]
[Address of Department]
[Name of work]

WHEREAS [name and address of Contractor] (hereafter called "the contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the expiry of contract completion period i.e. up to dated _____.

Signature and Seal of the guarantor _____ Name of Bank _____
Address _____ Date _____

** An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*