

RFP No. 09/SUDA/SBM/2023-24/6472

**Request for Proposal (RFP) for Selection of
Consultant/Agency/Firm for hiring and setting up
Project Management Unit (PMU) to facilitate
works undertaken by SUDA under Swachh
Bharat Mission (SBM)-Urban 2.0 (2nd Call)**

STATE URBAN DEVELOPMENT AGENCY CHHATTISGARH
4TH Floor, D Block, Indravati Bhavan (HOD Building), Atal Nagar, Chhattisgarh, 492002

RFP NOTICE

NO. 09/SUDA/SBM/2023-24/6472

Nava Raipur Atal Nagar, Dated: 21/12/2023

Request for Proposal (RFP) for Selection of Consultant/Agency/Firm for hiring and setting up Project Management Unit (PMU) to facilitate works undertaken by SUDA under Swachh Bharat Mission (SBM)-Urban 2.0 (2nd Call)

State Urban Development Agency (SUDA) is the Mission Directorate for implementation of all Centrally Sponsored Schemes of Urban Development in the State. SUDA hereby invites bids for **Selection of Consultant/Agency/Firm for hiring and setting up Project Management Unit (PMU) to facilitate works undertaken by SUDA under Swachh Bharat Mission (SBM)-Urban 2.0 (2nd Call)** in the State.

Name of work	EMD	RFP Document Fee
Request for Proposal (RFP) for Selection of Consultant/Agency/Firm for hiring and setting up Project Management Unit (PMU) to facilitate works undertaken by SUDA under Swachh Bharat Mission (SBM)-Urban 2.0 (2nd Call)	INR 2,25,000/-	INR 10,000/-

1. RFP documents may be viewed and downloaded from the website <http://uad.cg.gov.in>.
2. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
3. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in the departmental website only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
4. The eligible bidder may submit their bid with the RFP document along with EMD as detailed in RFP document. The Bid must be delivered through Registered post/Speed post only on address below to reach by 12/01/2024 by 3:00 PM. No personal delivery will be entertained.

Note: Corrigendum's and addendum's issued during the 1st Call of this RFP have been incorporated in the 2nd Call.

Sd/-
Chief Executive Officer
State Urban Development Agency,
Nava Raipur Atal Nagar

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the SUDA or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the SUDA to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to the min the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SUDA in relation to set up the Request for Proposal (RFP) for Selection of Consultant/Agency/Firm for hiring and setting up Project Management Unit (PMU) to facilitate works undertaken by SUDA under Swachh Bharat Mission (SBM)-Urban 2.0 (2nd Call). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SUDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The SUDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account to anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The SUDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the SUDA is bound to select Bidder or to appoint the Selected Bidder, as the case may be, Request for Proposal (RFP) for selection of hiring consultants/agency/firm to hire PMU (Project Management Unit) to facilitate works undertaken by SUDA for all state and central sponsored Projects and the SUDA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bearable list 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 the SUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SUDA shall not be liable in any manner what so ever 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 Selection Process.

Sd/-
Chief Executive Officer
State Urban Development Agency,
Chhattisgarh

Key Information & Event Schedule

S. No.	Description	
1.	Web address to download the RFP	http://uad.cg.gov.in
2.	Date of Issue/Uploading of RFP.	Date : 21-12-2023
3.	Date of Pre – Bid meeting	<p>Date: 27/12/2023 Time: 15:00 hrs</p> <p>OSD SUDA has invited you for pre bid which shall be organised in 2 ways: 1st : Physical (at address mentioned in S. No 14) 2nd : JioMeet meeting mentioned below</p> <p>Option 1: Join through Link https://jiomeetpro.jio.com/shortener?meetingId=3153989254&pwd=S49Hw</p> <p>Option 2 : Download JioMeet Mobile or Desktop App & join using below details Meeting ID: 315 398 9254; Password: S49Hw</p> <p>Last date for submission of queries is 26/12/2023 till 3:00 PM</p>
4.	Last date and time of Submission of Bid (Bid Due Date)	12-01-2024 till 15:00 hrs
5.	Mode of Submission of RFP	Through speed post /registered post (strictly no courier or hand post is allowed)
6.	Date of Opening of Technical Bid	12-01-2024 at 16:00 hrs
7.	Date of Opening of Financial Bid	To be announced later
8.	Duration of services:	As per RFP.
9.	Bid processing fee	INR 10,000/- Demand draft in favour of C.E.O., State Urban Development Agency, payable at Raipur.
10.	Earnest Money Deposit	INR 2,25,000/-in the form of demand draft/FDR/ Bank Guarantee in the name of C.E.O., State Urban Development Agency Chhattisgarh
11.	Selection Process	As per RFP
12.	Contact number of SUDA, for further information	Ph. No. – 0771–2222405 osd.suda@yahoo.com
13.	Evaluation Criteria	As per RFP
14.	Address where Bidders must send proposal	Chief Executive Officer, State Urban Development Agency, Block-D, 4th Floor, Indrawati Bhavan, Atal Nagar, C.G.- 492002

Invitation for Proposals

1 INTRODUCTION

Background

Chhattisgarh is one of the 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 State Urban Development Agency (SUDA) 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.

Few of the mission looked after SUDA are:-

- Swachh Bharat Mission
- AMRUT Mission
- PMAY
- MCC
- NULM
- Mukhya Mantri Ward Karlyalay
- Rajya Pravartit Yojna
- e-Governance and IT projects

The above list is only for current projects new projects can be added in future course.

In order to expedite the development, SUDA intends to hire experts to advice, facilitate and improve the quality of work. In the same regards SUDA intends this RFP to call for hiring manpower supply agency to provide the resources for setting up of the PMU for implementation of SMB 2.0.

1.1.1 The positions which SUDA intends to fill are as mentioned in Annexure B:-

1.1.2 This RFP consists of following:

Part I: Instructions to Bidders (ITA)

Part II: Application and Proposal Forms (APF)

Part III: Draft Contract Agreement for Assignment

Part IV: Draft Terms of Reference (TOR) for Assignment

1.1.3 Bidders are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting SUDA office, sending written queries to SUDA, and attending a pre-proposal conference on the date and time specified in this RFP Please note that no cost of any such visit is reimbursable by SUDA.

1.1.4 Bidders must read carefully the eligibility criteria (the "Eligibility")

provided in RFP and must meet these requirements.

1.1.5 Brief description of the Selection Process

The SUDA has adopted a Single stage three envelope bid process ("Selection Process") in evaluating the bids comprising EMD Envelope (envelope - 1), Technical Bid (envelope -2) and financial bid (envelope- 3). In the first stage, EMD and Bid Processing Fees will be checked, if they are found satisfactory, technical bid will be opened and a technical check would be carried out as specified in RFP and a list of shortlisted (qualifying bidders) will be made. Financial Bid of only shortlisted parties will be opened and evaluated as specified in RFP. The selection of the bidder would be done on least cost basis.

1.1.6 JV/Consortium

Not Allowed

1.1.7 Accessing/ Purchasing of Bid Documents

- a) RFP documents can be seen on the website <http://uad.cg.gov.in> and downloaded from the said portal. If downloaded then the bid processing fee has to be submitted along with the proposal as in RFP
- b) The RFP can be postponed or cancelled at any time due to any reasons and no claim shall be entertained on this account. Modifications / Amendments / Corrigendum, if any shall not be advertised in the newspaper but shall be published in the departmental website only. SUDA reserve the right to change the terms and conditions, select / reject any application without assigning any reason thereof.
- c) **MODIFICATION / SUBSTITUTION / WITHDRAWAL OF APPLICATIONS:** Not applicable.
- d) Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
- e) Any tender received without Earnest Money and bid processing fee shall not be considered and shall be summarily rejected. (i.e. document not found in envelope 1)
- f) The bidder may note that they are liable to be disqualified at any time during qualification process in case any of the information furnished by them is not found to be true. The decision of SUDA in this regard shall be final and binding

Part I

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by SUDA on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SUDA. Any notification of preferred bidder status by SUDA shall not give rise to any enforceable rights by the bidder. SUDA reserves the right to cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of SUDA.

Scope of Proposal

- 2.1.1 Detailed description of the objectives, Scope of Services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Bidder firm fulfils the condition of the RFP it can participate in the Selection Process. The term Bidder (the “Bidder”) means the firms applying under this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the pre-qualification of Consultants shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical and Financial proposals shall be submitted in the form as prescribed in the RFP. Upon selection, the Bidder shall be required to enter into an agreement with the Authority

Conditions of Eligibility of Bidders

- 2.1.4 An Agency/ NGO/ Firm must not have been blacklisted or placed under funding restriction by any Ministry or Department of the Government of India or by a State Government (or its agency).
- 2.1.5 The Bidder may be a company, limited liability partnership (LLP), partnership firm validly incorporated and/or registered under the laws of India, or a sole proprietorship and is competent to Contract.
- 2.1.6 Registration under an appropriate legal framework as a company/society/trust etc.
- 2.1.7 The agency should have at least 5 years of experience of providing similar services in the context of professional service provider. (* Similar services means, hiring and management of skilled professionals in Project Management Unit, Project Implementation Unit, Technical Support Unit consisting of engineers, CA and other professionals.
- 2.1.8 The Bidder should have a Average annual turnover of Rs 1 Crores (One Crore) during the last three Financial Year. i.e., 2019-20, 2020-21 and 2021-22.
- 2.1.9 Bidder should have positive Net worth after tax during each of the last three financial years namely 2019-20, 2020-21 and 2021-22. Net worth (NW) = Share Capital + Reserves and Surplus - Miscellaneous Expenditure - Revaluation Reserves, if any
- 2.1.10 The Agency should have assignments in hiring experts for various company/department/government including operational and management level mechanisms as follows in last 5 Years:-
 - 2.1.10.1 at least 1 project for national/state level government with minimum value of Rs 2.00 Cr. Or**
 - 2.1.10.2 at least 2 projects for national/state level government with minimum value of each of Rs 1.25 Cr. Or**
 - 2.1.10.3 at least 3 projects for national/state level government with minimum value of each of Rs 1.00 Cr.**

Conflict of Interest

- 2.1.11 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.1.12 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.1.13 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Bidder, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause (a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub- clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.1.15; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub- clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the "**Associate**"); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/

project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

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

2.1.15 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. However, the said obligation shall not apply to services that are of statutory audit nature. The Authority shall, upon being notified by the Consultant under this Clause 2.1.16, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

- 2.1.16 A Bidder shall not have a Conflict of Interest with regard to the future RFPs. Any Bidder found to have such a conflict of interest shall be disqualified from participation in the relevant RFP(s) in the future process of calling financial proposals.
- 2.1.17 SUDA requires that the Consultant provide professional, objective, and impartial advice and at all times hold, SUDA's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of SUDA.
- 2.1.18 Without limitation on the generality of the foregoing, the Consultant and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
- 2.1.19 If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to SUDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
- 2.1.20 A firm which has been engaged by SUDA to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.
- 2.1.21 An Bidder eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm's earlier consulting services) till one year from the date of completion of services under this Consultancy.

Number of Proposals

No Bidder shall submit more than one Application for the Consultancy.

Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

Acknowledgement by Bidder

2.1.22 It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in RFP; satisfied itself about all matters, things and information, including matters referred to in this RFP, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- d) acknowledged that it does not have a Conflict of Interest; and
- e) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.1.23 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

Right to reject any or all Proposals

2.1.24 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.1.25 Without prejudice to the generality of Clause 2.1.25, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the least cost Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

Contents of the

RFP

2.1.26 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.1.36:

a) Request for Proposal

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Conflict of Interest

i) Appendices

Technical Bid

TECH 1: Format for Bank Guarantee for Earnest Money Deposit

TECH 2: Format for Performance Bank Guarantee

TECH 3: Declaration of Non-Blacklisting

Form 1: Technical Bid- Covering Letter

Form 2: Particulars of the Bidder

Form 3: Abstract of Eligible Assignments of the Bidder#

Form 4: Financial Capability

Form 5 : Letter of authority to seek references

Form 6: STATEMENT OF LEGAL CAPACITY

Form 7: FORMAT FOR ANTI-COLLUSION CERTIFICATE

Form 8: FORMAT FOR PROJECT UNDERTAKING

Form 9: FORMAT FOR AFFIDAVIT
Form 10: FORMAT OF POWER OF ATTORNEY APPOINTING SIGNATORY
Form 11: Integrity Pact
Form 12: Particulars of Key Personnel
Form 13: Proposed Approach, Methodology and Work Plan
Form 14: Eligible Assignments of Bidder
Form 15: Curriculum Vitae (CV) Of Key Personnel

A copy of set of RFP document along with corrigendum to RFP, if issued, with each page initialled by the authorised signatory as a token of acceptance.

Financial Proposal

Fin 1: Covering Letter
Fin 2: Financial
Proposal

PRE-BID CONFERENCE/ Clarifications

- 2.1.27 A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the SUDA. The SUDA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 2.1.28 Any clarification regarding the RFP document and any other items related to this project can be submitted to SUDA as per the submission mode and timelines mentioned in the Proposal Data Sheet in the relevant section of this document. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. SUDA reserves the right not to respond to vague and frivolous queries.
- 2.1.29 The subject of the email shall mention the following: "Request for Proposal (RFP) for selection of hiring consultants/agency/firm to hire PMU (Project Management Unit) to facilitate works undertaken by SUDA for all state and central sponsored Projects"
- 2.1.30 Any requests for clarifications post the indicated date and time shall not be entertained by SUDA. Further SUDA will reserve the right to issue clarifications and associated corrigendum and amendment in this RFP till last date of submission of bids.
- 2.1.31 The queries of only those bidders would be considered who shall send the same across to **the e-mail ID's provided in the proposal Data sheet before the time mentioned in the data sheet.**
- 2.1.32 It is necessary that the pre-bid queries must be submitted in excel sheet format, along with name and details of the organization submitting the queries as mentioned below.

Sl. No.	Name of the person	Designation	Email ID	Telephone/ Mobile Number

The queries should necessarily be submitted in the following format:

Sl. No.	Section Number	Section Title	Page Number	Content of RFP requiring clarification(s)	Points of clarification

2.1.33 Request for Proposal (RFP) for Selection of Consultant/Agency/Firm for hiring and setting up Project Management Unit (PMU) to facilitate works undertaken by SUDA under Swachh Bharat Mission (SBM)-Urban 2.0. (2nd Call) The Authority shall endeavour to respond to the queries within the period specified therein but no later than 3 (three) days prior to the PDD. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

2.1.34 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause “Prebid Conference/ Clarification” shall be construed as obliging the Authority to respond to any question or to provide any clarification.

Amendment of RFP

2.1.35 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.1.36 All such amendments will be notified through the Official Website.

2.1.37 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

Language

- 2.1.38 The Bid with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail. (* If any reference document i.e. official documents/work orders/LOA etc. are in Hindi then they do not have to be translated)

Format and Signing of Bid

- 2.1.39 The Bidder shall provide all the information sought under this RFP. The SUDA would evaluate only those Bids that are received in the specified forms and complete in all respects.
- 2.1.40 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the authorized person(s) signing the Bid. Authorized representative (the “Authorized Representative”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/ or a limited liability partnership; or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation or an agency etc;

Technical Bid

- 2.1.41 Bidders shall submit the Technical Bid in the formats as per RFP (the “Technical Bid”).
- 2.1.42 While submitting the Technical Bid, the Bidder shall, in particular, ensure that:
- (A) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (B) The bid is responsive in terms as follows :-
 - (a) The Technical Bid is received in the form specified in RFP along with the prescribed formats;
 - (b) It is received by the due date including any extension as notified by SUDA through Corrigendum;
 - (c) It is signed and sealed.
 - (d) It contains all the information (complete in all respects) as requested in the RFP; and

(f) It does not contain any condition;

Failure to comply with the requirements spelt out in the Clause 2.1.43, shall make the bid liable to be rejected.

2.1.43 The Technical Bid shall not include any financial information relating to the Financial Bid.

Financial Proposal

2.1.44 Bidders, whose Technical Bid are evaluated and determined to be qualified in accordance with terms hereof, shall be shortlisted as qualified for opening of their financial proposal. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.1.45 While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. Bidders shall submit the financial bid in the formats in RFP (the "Financial Bid").
- iii. All the financials will be only in INR.
- iv. Financial bid shall not be conditional.
- v. The Financial Proposal shall take into account all expenses and tax liabilities, however GST will be paid extra only if applicable. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal except GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.1.46 Evaluation of Financial Proposal

Financial Bid of short-listed Bidders who qualify according to the minimum eligibility criteria shall be opened in the presence of the representatives of qualified Bidders, who choose to attend.

2.1.47 EARNEST MONEY DEPOSIT (EMD) for RFP (To be submitted in envelope 1)

- a) The bidder shall furnish, as part of the pre-qualification, an EMD amounting to INR 2,25,000.00/- (INR two lakh twenty five Only).
- b) The EMD shall be in Indian Rupees and shall be in the form of Fixed Deposit Receipt (FDR)/DD/ Bank Guarantee drawn in favour of “Chief Executive Officer, SUDA, Atal Nagar Chhattisgarh,” Payable at Raipur from Schedule bank/ Nationalized bank.
- c) Refund of EMD: EMD of all unsuccessful bidders except the 2nd Lowest bidder would be refunded by SUDA within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in the RFP. The EMD of the 2nd Lowest bidder shall be returned once the agreement has been executed with the successful bidder.
- d) EMD to be submitted in the envelope of bid-enclosure (envelope 1)
- f) The EMD shall be forfeited in the following cases:
 - i. If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period;
 - ii. If the Selected Bidder fails to provide acceptance of LOA within stipulated time;
 - iii. If the Selected Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided under the contract and/or LOA by the SUDA.
 - iv. If the Selected Bidder fails to sign the Contract for any reason.
 - v. A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP
 - vi. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - vii. The Bidder does not provide, within the time specified by the SUDA, the supplemental information sought by the SUDA for evaluation of the Bid.
 - viii. If the Bidder refuses to accept the correction of errors in his Bid

2.1.48 Schedule of Payment

Under the terms of the contract, payments to the Consultants will be made periodically in accordance with the laid down schedule in the Terms of Reference.

- 2.1.49 The Consultancy fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses, etc. and all taxes and duties except GST which will be paid extra if applicable and nothing extra shall be payable. The fee of the Consultant shall be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc.

Submission of Proposal

- 2.1.50 The Bidders shall submit the bid with all pages numbered serially and by giving an index of submissions. In case the bid is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the SUDA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the SUDA, the latter shall prevail.
- 2.1.51 The bid will be sealed in an outer envelope which will bear the address of the SUDA, RFP Notice number and name as indicated "Request for Proposal (RFP) for selection of hiring consultants/agency/firm to hire PMU (Project Management Unit) to facilitate works undertaken by SUDA for all state and central sponsored Projects"). It should also include address of the Bidder. If the envelope is not sealed and marked as instructed above, the SUDA assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.1.52 The aforesaid outer envelope will contain three separate sealed envelopes; clearly marked "EMD Envelope", "Technical Bid" and "Financial Proposal".
- 2.1.53 The completed Bid must be delivered on or before the specified time on due date through speed post or registered post only. No other mode of submission is allowed.
- 2.1.54 All communications including the submission of Bid should be addressed to:
- Chief Executive Officer,
State Urban Development Agency Chhattisgarh,
4th Floor, Indravati Bhavan
Nava Raipur Atal Nagar Chhattisgarh
Phone No. 0771-2222405
Email ID: osd.suda@yahoo.com
- 2.1.55 The Official Website of the SUDA is: <http://uad.cg.gov.in/>
- 2.1.56 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:
RFP Notice for "Request for Proposal (RFP) for selection of hiring consultants/agency/firm to establish PMU (Project Management Unit) to facilitate works undertaken by SUDA for all state and central sponsored Projects"
- 2.1.57 The important dates for the Bidding process are as mentioned in Key Information & Event Schedule, subject to changes, if any, which will be advised through addendums/amendments. **Applications received after the dead line of submission shall be returned unopened. Late / delayed bids will not be considered**
- 2.1.58 Validity of the Offer
The offer shall be kept valid for a minimum 180 days from the date of opening.

- 2.1.59 The Bidders shall submit the Proposal subject to and in accordance with the RFP document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

Proposal Due Date (PDD)

- 2.1.60 Proposal should be submitted at or before 15:00 hrs on the Proposal Due Date specified in data sheet.
- 2.1.61 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.1.36 uniformly for all Bidders.

Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

Modification/ substitution/ withdrawal of Proposals

- 2.1.62 Not Applicable

Performance Security

- 2.1.63 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- a) If an Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.1.12 to 2.1.22; and
 - c) if the selected Bidder commits a breach of the Agreement.
- a) An amount equal to **Rs. 2,50,000 (Two Lakh and fifty thousand)** shall be deemed to be the Performance Security for the purposes of this Clause 2.1.65, which the agency will have to submit if the form of a Bank Guarantee valid for a period of 3 months after the successful completion of contract. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, SUDA at its discretion may cancel the order placed on the selected bidder without giving any notice. SUDA shall invoke the performance guarantee in case the selected Bidder fails to discharge their

contractual obligations during the period or SUDA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. A draft format of which has been prescribed in this RFP. Performance Security will be returned to the agency after successful completion of entire work.

D. EVALUATION PROCESS

Evaluation of Proposals

2.1.64 The evaluation of the Proposals shall be carried out in terms of Clause 3.

Confidentiality

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

Clarifications

2.1.66 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.1.67 If a Bidder does not provide clarifications sought under Clause 2.1.67 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. SELECTION OF CONSULTANT

Indemnity

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

Award of Consultancy

2.1.69 After selection post the RFP process, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next lowest Bidder may be considered.

Execution of Agreement

2.1.70 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 2.1.59. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

Commencement of Assignment

2.1.71 The Consultant shall commence the Consultancy from the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause “Award of Consultancy” or commence the assignment as specified herein, the Authority may invite the second lowest Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

Proprietary data

2.1.72 Subject to the provisions of Clause 2.1.67, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

Tender opening

The Proposals submitted on dates as per data sheet will be opened by an authorized officer of SUDA as mentioned in the data sheet, in the presence of such of those bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal and pre bid meeting.

Evaluation of Bids

Introduction:

Notwithstanding anything to the contrary contained in this RFP, SUDA may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the tender documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the tender documents, SUDA's rights or the selected Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting eligible proposals

Bidders, whose bids are responsive, based on minimum qualification criteria / documents would be considered technically qualified. Price Bids of such technically qualified bidders alone shall further be opened.

SUDA will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.

The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the authority shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

The Authority reserves the right to reject any or all proposals on the basis of any deviations/inadequate documents.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

Any conditional bid submitted by bidder would be rejected.

Of all the Commercial Proposals opened, the Bidder whose has quoted the lowest bid (L1) will be considered eligible for award of contract.

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

Preliminary Examination of Bids

Initial bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals are:

- Not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney of the bidder)
- Received without the Bid Processing Fees and/ or Bid Security.
- Found with suppression of details
- Submitted with incomplete information, subjective, conditional offers and partial offers
- Submitted without the documents requested in the checklist
- Non-compliant to any of the clauses stipulated in the RFP
- With lesser validity period
- Not provided with the quotation for the entire scope of work.

All responsive bids will be considered for further processing as below:

SUDA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

Clarification on Bids

During the bid evaluation, SUDA may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. SUDA is entitled to ask for clarifications as many times as possible from the bidders to the satisfaction of the committee.

Technical bid Evaluation

In this part, the technical bid will be reviewed for determining the eligibility of the bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this RFP.

Technical bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations and technical suitability. The bidders shall respond to the requirements as explained in the RFP for their evaluation with regard to experience and qualification. Also, the bidder shall refer and respond to all technical requirements as mentioned in the RFP document.

The Technical Bids that are in substantial compliance with the eligibility criteria will be evaluated by the Project Committee and may request clarifications.

Project Committee & SUDA shall be the deciding authority in all matters related to the evaluation process of Technical and Price/Financial Bids. The Technical Bids will be evaluated based on the submissions along with the technical bid.

The firm's Technical Bid shall be in compliance with the RFP stipulations to qualify for the opening of Price Bid.

SUDA may, at the time of evaluation of the Technical Bid, request for additional information from the Bidder, which the Bidder shall provide within a period of 7 days. The Bidder may also be asked to make a presentation to the Project Committee on their proposal (if required).

Financial Bid

The Bidder should quote its total Service Charge as per the standard bid formats of Appendices of this Bid/ RFP document. The fee quoted for the Services shall cover remuneration for all the staff (accommodation, transportation, equipment, etc.), all direct and indirect cost, charges and expenses associated and necessary to satisfactorily carry on perform and complete the Services as per Terms of Reference provided in Part 4 of this Bid/ RFP document. The total fees indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

The Financial Proposal shall be inclusive of all types of statutory liabilities viz. taxes, levies, duties, cess etc. and cost of insurances excluding the GST which shall be paid extra if applicable and noting extra shall be payable.

The Service Provider shall, at all times during the period of Contract for providing the Services shall comply with all labour laws, Acts, rules & regulations. The manpower so deployed by the Service Provider shall remain under the control and supervision of the Service Provider and the Service Provider shall be liable for payment of their wages as per the prevailing applicable laws. The Service Provider shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

The Service Provider shall submit a Proof of payment made to all personnel's deployed along with their monthly bill. The proof of payment submitted shall be of the past month, in absence of which the payment for current month might be withhold.

The payments of the bills will be made as per the Scope of Work/ Terms of Reference (TOR) and Special Conditions of Contract (SCC) of this RFP document.

Non-Compliance with the RFP:

SUDA reserves the right to terminate a Bidder's participation in the bidding process at any time without its prior consent should SUDA consider that a bidder has failed to comply with the procedures and protocols prescribed in the RFP.

OPENING OF Financial BIDS

Process: Prior to opening of Price/ Financial Bid, Project Committee will determine if (i) General Submissions and Technical Bids of consortium/Bidder meet the requirement (ii) Bid is technically compliant/ qualified and if the submission satisfies

(i) & (ii) then, Project Committee will review and evaluate the Price Bid. If the submission does not satisfy the criteria, the submission will be rejected and the Bidder will be eliminated from further evaluation process.

Requirements for Substantial Compliance: Although the Price Bid will be submitted at the same time with Technical Bid, it will be evaluated after completing the evaluation of Technical Bids. Prior to the detailed evaluation of the Price Bid, Project Committee will determine whether each bid or Bidder, as the case may be:

- i. continues to meet the eligibility criteria as given in this RFP
- ii. is in complete compliance with the General Submission and Technical Bid requirements
- iii. has been properly signed and contains any required representations or commitments
- iv. is presented in a manner that accords with the requirements of the RFP and follows the required pricing formats
- v. confirms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation

Material Deviation: A material deviation or reservation is one

- i. which affects in any substantial way the scope, quality, or performance of the Project; or
- ii. which limits in any substantial way, inconsistent with the bidding documents, SUDA's rights or the Bidder's obligation under the Concession-cum-Development Agreement
- iii. Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive bids

Commercial Bid Evaluation

The Evaluation Committee shall indicate to all the Bidders the results of the technical evaluation through a written communication/ upload the result on the department website.

The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through email or written communication or through website.

The commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

Corrections of Errors

Bid determined to be substantially responsive will be checked by Project Committee for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will stand; and

The corrections made by Project Committee, as explained above, shall be considered as binding upon the bidder.

If the bidder does not accept the corrections in bid, Project Committee may reject the bid and Bid Security may be forfeited.

Bidder should provide all prices as per the prescribed format provided under Formats for "Commercial proposal".

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable. SUDA shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.

SUDA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

The Bidder needs to account for all Out of Pocket expenses related to Boarding, Lodging and other related items in the commercial bids. Any additional charges have to be borne by the bidder.

The work shall be awarded to the Bidder who has quoted the lowest financial bid (L1).

Award Criteria

The bidder who meets the minimum qualifying criteria and has quoted the lowest financial bid shall be considered as the preferred bidder for award of work and shall be entitled to be awarded with the LOA/LOA.

Right to Accept Any Proposal and To Reject Any or All Proposal(s)

SUDA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SUDA action.

Right to Vary Scope of Contract

SUDA may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the SUDA's changed order.

Notification of Award (Issuance of LOA after evaluation and approval)

After completing the evaluation of Financial Bid and identifying the successful bidder, SUDA shall issue a Letter of Acceptance/Intent (LoA/LOA) to the Successful Bidder, indicating its intention for signing the Contract Agreement. Within 15 days, upon issuance of such LoA/LOA to the Agency, the Preferred Bidder will be required to submit:
Performance Security and other documents/compliances as mentioned in the LOA/LOA.

The Performance Security shall be furnished in the format and validity specified in the Bid Summary for an amount specified in the Bid document.

If the bidder fails to furnish the Performance Security and other documents/compliances within the stipulated period, SUDA would have a right to Forfeit the Bid Security of the Preferred Bidder and issue Letter of Intent to the Next Preferred Bidder after due procedures. The decision of SUDA in this regard is final and binding.

In case the tendering process / public procurement process has not been completed within the stipulated period, SUDA may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder furnishing the Performance Bank Guarantee, SUDA will notify each unsuccessful bidder and return their EMD.

Contract Finalization and Award

SUDA shall reserve the right to negotiate (technical only) with the bidder(s) whose proposal has been considered as best value bid based on Technical and Commercial Evaluation to the proposed Project,

On this basis the draft contract agreement would be finalized for award & signing.

Signing of Contract

Preferred Bidder shall sign Contract Agreement with SUDA within 15 days of issue of LOA/LOA, but only after furnishing of the Performance Security as stipulated above along with the other documents/compliances.

Project Duration

The Project Duration for the said work is 3 (Three) Years from the date of Signing of Contract Agreement as per the terms of RFP.

Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security, in which event SUDA may award the contract to the next best value bidder or call for new proposals from the interested bidders.

Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

General Rejection Criteria

- Bids not qualifying under eligibility criteria.
- Bids submitted without or improper EMD or tender fees.
- Bids received through Telex /Telegraphic / Fax / E-Mail.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidders is found to be incorrect / misleading at any stage /time during the Tendering Process.
- Any effort on the part of a Bidders to influence the SUDA's bid evaluation, bid comparison or contract award decisions.
- Bids received by the SUDA after the last date for receipt of bids prescribed in the fact sheet.
- Bids without signature of person (s) duly authorized on required (specified) pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- Technical Bid containing commercial details or any such hints / calculations / extrapolations / records.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.

- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

Commercial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.
- **Any financial bid wherein the service charge quoted is "NIL"/"Zero" it shall be termed as unresponsive and out rightly rejected.**
- Total price quoted by the Bidders does not include all statutory taxes and levies applicable.

4 FRAUD AND CORRUPT PRACTICES

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

Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

5 MISCELLANEOUS

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Raipur/ Bilaspur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

SCHEDULES

Schedule-1

Annexure-1

Terms of Reference

As per part IV of the RFP

Part-II:- Application and Proposal Forms (APF)

TECH 1: Format for Bank Guarantee for Earnest Money Deposit

Ref:

Date:

Bank Guarantee
No.

To
Chief Executive Officer
State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to State Urban Development Agency, Government of Chhattisgarh, Raipur.

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <SUDA> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

TECH 2: Format for Performance Bank Guarantee

To
Chief Executive Officer
State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to SUDA (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert

Date>>) Notwithstanding anything contained

herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal:
Date:

TECH 3: Declaration of Non-Blacklisting

<Location, Date>

To
Chief Executive Officer
State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Dear Sir,

Sub.: Undertaking on the not Black-Listed Requirement

We_____hereby confirm that our firm/organization/company is not blacklisted by any Government organization/Central/State/PSU/ULB/Government Parasternal Bodies or its agencies for any reasons whatsoever as on date of submission of the bid for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or backing out from execution of contract after on award of work.

Sincerely yours

Name:
Designation:
Bidder Organization Name:
Date:
Seal:

Technical Bid Format

Form 1: Technical Bid- Covering Letter

<Location, Date>

To
Chief Executive Officer
State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Subject: Submission of the RFP for <Name of Work> Dear Sir/Madam,

Please find enclosed one (1) original and one (1) copy of our Technical Bid in respect of the "Name of Work", in response to and complying with the Request for Proposal ("RFP") Document issued by SUDA. We hereby confirm the following:

1. The Bid is being submitted by (name of the Bidding Company) who is the Bidding Company, in accordance with the conditions stipulated in the RFP. Our Bid includes the Letter (s) of Acceptance in the format specified in the RFP.
- 2) We have examined in detail and have understood the terms and conditions stipulated for Qualification of the bidders in the RFP Document issued by SUDA and in any subsequent communication sent by SUDA. We agree and undertake to abide by all these terms and conditions.
- 3) The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- 4) The Bidding Company/Bidding JV of which we are the Lead JV Member (strike out whichever is not applicable), satisfy the legal requirements and in our opinion by itself / along with its bidding partners meets all the eligibility criteria laid down in RFP.
- 5) A Power of Attorney, to sign all Technical and Financial Proposals, hold negotiations with SUDA and sign the Development Agreement, in respect of the Project, is included as part of the Proposal.
- 6) A Power of Attorney from the Bidding Company authorizing the undersigned as the Authorised Representative, Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
- 7) We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Scope of Work and commence operations as per the RFP documents or the Contract Agreement within time schedule indicated therein, from the date of signing the Contract Agreement.
- 8) We agree to abide by this Bid for a period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 9) We shall make available any additional information you may find necessary or require to supplement or authenticate the Bid
- 10) We agree to treat the bid document, drawings and other records connected with the Works as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety of the Works.

- 11) We certify that in the last 3 (three) years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part;
- 12) We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SUDA in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above-mentioned contract and the terms and implementation thereof;
- 13) The Bids are submitted by us after taking into consideration all the terms and conditions stated in the bidding documents;
- 14) In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of Draft Agreement thereto annexed but until such Agreement is prepared this Bid and RFP document together with your written acceptance thereof shall constitute a binding Agreement between us.
- 15) We agree, if our Bid is accepted, to furnish Performance Security in the forms and of value specified in the RFP Document within 30 days of issue of LOA/LOA.
- 16) We agree that if we fail to submit the required performance security, then you have the right to forfeit the Bid Security being furnished by us along with this proposal and invite next preferred bidder for execution of Agreement.
- 17) We understand that you are not bound to accept the lowest or any tender you may receive or annul the tender/ bidding process at your will and acknowledge the right of SUDA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

Dated this _____ day of _____ 2023/2024

For and on behalf of :

Signature :

(Authorized Representative and Signatory)

Name of the Person:

Designation:

Contact Details:

Landline No:

Mobile No:

E-mail Id:

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Witness

Signature _____

Name _____

Address _____

Enclosures: Power of Attorneys & other information as per RFP requirements

Form 2: Particulars of the Bidder

1.1	1) Title of Services:
1.2	1) Title of Assignment:
1.3	<p>State the following:</p> <ol style="list-style-type: none"> 1) Name of Company or Firm: 2) Legal status (e.g. incorporated private company, unincorporated business, partnership, Pvt. Ltd, Ltd. Co etc.): 3) Country of incorporation: 4) Registered address: 5) Year of Incorporation: 6) Year of commencement of business: 7) Principal place of business: 8) Brief description of the Company including details of its main lines of business 9) Total No of Staff <ol style="list-style-type: none"> a. Technically Skilled b. Administrative c. Un- Skilled 10) Factory Act Registration No. (You have to enclose certified copy of Registration letter) 11) Permanent Account No. (Income Tax) (Enclose Certified PAN CARD) 12) PF/ESI Registration No. (Enclose Certified copy of Registration Letter) 13) GST Registration No. 14) Name, designation, address and phone numbers of authorized signatory of the Bidder: <ol style="list-style-type: none"> a. Name: b. Designation: c. Company: d. Address: e. Phone No.: f. Fax No. : g. E-mail address:
1.4	<p>For the Bidder state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: right;">Yes/No</p>

	<p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Bidder suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this assignment. However, if the bidder feels that inspite of the above he is eligible, he should submit the documentary evidence in support thereof.</p>
1.5	<p>Does the Bidder's firm/company combine functions as a Service Provider or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a Service Provider/ adviser to GPCL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.6	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Service Provider, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the Service Provider?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Service Provider/ adviser for SUDA only?</p> <p style="text-align: right;">Yes / No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of _____</p>

Form 3: Abstract of Eligible Assignments of the Bidder#

S. No.	Name of Project / Assignment	Name of Client	Estimated cost of Project / Assignment (in Rs.)	Remarks
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				

The Bidder should provide details of only those projects/assignments that have been undertaken by it under its own name. The Bidder should furnish adequate evidence to support its claim of Eligible Assignments by providing Project Experience Certificate from Client. In case Client's Certificate is not available, Bidders need to state reasons for same and Auditor's Certificate may be provided.

Note:

1. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
2. Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder; the details need to be provided for each Entities / Bidders.
3. The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal

Form 4: Financial Capability

<<To be completed by the Bidder to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

<Location, Date>

The bidder shall supply the following information in the format shown: -

Financial Data

Name of Bidder

(a)

(b) Attach audited balance sheet including Auditor's Report for the past three years ending 31st March 2022 for the immediate previous year, Provisional Certificate can also be provided

Firms owned by individuals and partnerships Firms, may submit their balance sheet certified by a qualified registered accountant, supported by copies of tax returns.

Summaries assets and liabilities in Indian Rupees for the past three years ending 31st March 2022 from the audited balance sheet.

Financial Information	Year 2019-2020 Rs. In Lakhs	Year 2020- 2021 Rs. In Lakhs	Year 2021- 2022 Rs. In Lakhs
1. Annual Turnover from Similar type of Services of Applicant			
2. Networth = Share Capital + Reserves and Surplus - Miscellaneous Expenditure - Revaluation Reserves (if any)			

In case of difference from the audited annual reports, the audited figures will prevail.

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above on account of Similar type of Service fees against the respective years.

Name of Audit Firm:

Name of Authorized

Signatory Designation

Signature of Authorized

Signatory Seal of Audit firm

Date:

Note:

1. In case the Service Provider does not have a Statutory Auditor, it may provide the certificate from its Chartered Accountant.

Form 5 : Letter of authority to seek references

(Bidders shall provide details in the following format on Bidders Letter Head)

To

Chief Executive Officer

State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Sub: - A letter of authority to seek references from bankers and previous / existing Employer's.

Name of Work- **Request for Proposal for “Name of Work.”**

Dear Sir,

I/We **“Bidder’s Name”** authorized **State Urban Development Agency (SUDA)** to collect information from our bankers and previous / existing Employer's.

Sign:

Date:

Stamp:

Form 6: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)
Ref.

Date:

To

Chief Executive Officer
State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Dear Sir,

Sub: "Request for Proposal for " Name of Work."

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Form 7: FORMAT FOR ANTI-COLLUSION CERTIFICATE

“Request for Proposal for “Name of work.”

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this _____ Day of _____, 2023/2024.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Form 8: FORMAT FOR PROJECT UNDERTAKING

“Request for Proposal for “Name of Work.”

Ref.

Date:

To

Chief Executive Officer

State Urban Development Agency,
Nava Raipur Atal Nagar (C.G.)

Sub: “Request for Proposal for “Name of Work.”

We have read and understood the RFP Document in respect of the captioned Assignments provided to us by SUDA.

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our RFP we hereby represent and confirm that our RFP is unconditional in all respects./
- (b) We are not barred by Government of India, Government of Chhattisgarh, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 2023/2024.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Form 9: FORMAT FOR AFFIDAVIT

“Request for Proposal for “Name of Work.”

(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

- 1) I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
- 2) The undersigned also hereby certifies that neither our firm M/s nor any of its directors/ constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Chhattisgarh (GOCG) from participating in any projects.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by SUDA to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SUDA.

Signed by an authorized officer of the Firm

Designation of officer

Name of Firm

Date

Form 10: FORMAT OF POWER OF ATTORNEY APPOINTING SIGNATORY

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, ...[name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at [Address of the Company] (hereinafter referred to as "Company"):

WHEREAS the Company has been authorized by _____ and _____ (give names and registered office addresses), vide its respective power of attorney, for "Name of Work"

WHEREAS in response to the Request for Proposal (RFP) for "**Name of Work**" ("Project"), the Company is submitting Technical and Financial Bids for the "**Name of Work**" issued by the SUDA and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint Ms./ Mr. _____ daughter / son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW YE ALL BY THESE PRESENTS, that _____ [name of the lead member company] do hereby nominate, constitute and appoint [name & designation of the person] as its true and lawful Attorney so long as she/ he is in the employment of the Company to do and execute all or any of the following acts, deed and things for the Company in its name and on its behalf, that is to say:

To act as the Company's official representative for submitting the Technical and Financial Bids for the said "**Name of Work**" and other relevant documents in connection therewith.

To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto; To do all such act, deed and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company])
was here unto affixed pursuant to a)
resolution passed at the meeting of)
Committee of Directors held)-----
on the____day of_____, (year) in the) [name & designation of the
presence of [name & designation of the person]
person] and countersigned by [name &)

designation of the person] of the)
)-----
Company of [name of the company]) [name & designation of the
person]

Form 11: Integrity Pact (Annexed as Annexure C)

Form 12: Particulars of Key Personnel

Bidders shall provide **Organization chart** of administration and execution of **the contract** showing the **deployment of various key personnel at site** with details of individual tasks; **Curriculum Vitae (CV) of the key personnel showing** age, qualification and experience etc. in similar works and proposed to be deployed on Site

(a) Organization chart (Provide as an organogram)

(b) Key Personnel at Site: (Provide in the following format)

Particulars of Key Personnel

Sr. No.	Designation of Personnel	Name	Education Qualification	Length of Professional Experience	Present Employment	
					Name of Firm	Employed Since
1.	*****					
2.	*****					
3.	*****					
4.	*****					
5.	*****					
6.	Other related Experts*(<i>mention</i>)					

Form 13: Proposed Approach, Methodology and Work Plan

NA

Form 14: Eligible Assignments of Bidder

Eligible Assignments of Bidder

Name of Bidder:	
Name of the Project/Assignment:	
Description of services performed by the Bidder firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project/Assignment (in Rs.):	
Start date and finish date of the services (month/ year):	
Brief description of the Project/Assignment:	

Notes:

1. Use separate sheet for each Eligible Project/Assignment and enclose Project Experience Certificate as described in Form-3 for each project/assignment.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Form 15: Curriculum Vitae (CV) Of Key Personnel (Not to be submitted with technical proposal to be submitted only by selected bidder after signing of LOI/LOA)

(To be provided in original as part of Techno-Commercial Proposal
(Envelope - A) law duly signed by bidder for the tender)

1. Proposed Position				
2. Name of Firm				
3. Name of Expert				
4. Date of Birth		5. Citizenship		
6. Education				
7. Membership in Professional Associations				
8. Countries of Work Experiences				
9. Languages	Languages	Speaking	Reading	Writing
	English			
	Hindi& Chhattisgarhi			
10. Employment Record				
From		To		
Employer :				
Position held				
From		To:		
Employer :				
Position held				
Note: Add separate sheet if required.				
11 Work Undertaken That Best Illustrates Capability to Handle the Tasks Assigned				
Year				
Location				
Client				
Main Project Features				
Positions Held				
Activities Performed				

Note: Add separate sheet if required.

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (ii) This CV correctly describes my qualifications and experience
- (iii) I am not employed by the Executing or the System Integrator
- (iv) I was not part of the team who wrote the Scope of Work for this RFP.
- (v) I certify that I have been informed by the firm that it is including my CV in the Proposal for the
- (vi) {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the project and the schedule set out in the Proposal.

Or [If the CV is signed by the firm's authorized representative and the written agreement Attached]

I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named resource to submit his/her CV, and that I have obtained a written representation from the expert that he/she will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Personnel or authorized representative of the firm] Day/Month/Year

Full name of authorized representative: _____

SAMPLE FORM FOR LETTER OF APPOINTMENT

LETTER OF APPOINTMENT/INTENT

Ref: Date:

KIND ATTN: _____

Sub: - **Letter of Appointment for “_____” in SUDA.**

Ref: 1) Request for Proposal (RFP) No. _____ dated _____;
2) Letter of Proposal No. _____ dated _____;

Dear Sir,

- (1) SUDA is pleased to inform you that your Proposal for “_____” has been accepted by State Urban Development Agency (SUDA). You have been selected as the Preferred Bidder to provide, carry out and perform the services as per the scope of work given in said RFP, for the Service Fees of Rs. _____/- (Rupees _____ only) subject to your fulfillment of all terms and conditions specified in the RFP document. The contract price will be inclusive of all applicable taxes, duties, statutory charges levies and any other charges excluding GST. The payment of the contract price will be as per the terms of the RFP document.
- (2) You are requested that, within 30 (Thirty) days of the date of receipt of this Letter of Appointment, you shall:
- a) provide requisite Performance Security in accordance with the provisions of the General Conditions of Contract for _____/- (Rupees _____ only) in the form of an unconditional bank guarantee issued by any Nationalised/ Scheduled Bank located in India in a form indicated in the RFP document and as may be acceptable to SUDA;
 - b) Provide requisite proof of insurance in accordance with the provisions of sub-clause [_____] of the Special Conditions of Contract of RFP documents; and
 - c) You are required to sign the Service Agreement, in duplicate, prepared by the Client (i.e. SUDA) as per Clause _____ of the Instruction to Bidders.

- (3) After signing of Service Agreement, a separate letter for Notice to Proceed/ Commence will be issued for the Assignment. Meanwhile you are requested to make necessary arrangements to commence the work for the Assignment.

Please return the duplicate copy of this “Letter of Appointment”, duly signed by your authorized signatory, as your acceptance of this LOA within 7 days of receipt of LOA/LOI.

Yours faithfully,
For **State Urban Development Agency**
(SUDA)

Authorised Signatory

(Company Seal)

Agreed and Accepted

(_____)

Authorised Signatory of

Date: _____

(Company Seal)

Commercial proposal

Fin 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Subject: Submission of the Financial bid for <Provide Name of the Work>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

Price and Validity

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.

We hereby confirm that our prices include all fees, charges, other taxes etc. however our price are exclusive of GST as applicable.

Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory

Name of Firm:

Address:

Fin 2: Financial Proposal

(To be submitted on letter head of bidder)

S. No.	Bid Variable	Unit	Rate	In words
1	The bidder has to quote service charge as percentage of the total emoluments to be paid for the manpower to be deployed for the Nodal Agency, considering all the deliverables, responsibilities like, HR activities, Insurances, Mediclaim's, statutory compliances etc. No additional payment shall be made to the bidder except the service charge and the GST (if applicable).	%		

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

The above-mentioned price would be inclusive of all taxes (whichever is applicable) except GST. The GST will be paid only if applicable in addition to the quoted Price. No payment will be done above the quoted price except GST.

Details regarding manpower deployment and their qualification is as mentioned in Annexure- B of this RFP.

All payments shall be made in INR.

SCHEDULE-2

(See Clause 2.1.14)

Guidance Note on Conflict of Interest

- 1) This Note further explains and illustrates the provisions of Clause 2.1.12 to 2.1.22 of the RFP and shall be read together therewith in dealing with specific cases.
- 2) Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3) Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - a) Consultants :
 - i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - ii. No consultant should be involved in owning or operating entities resulting from the project.
 - iii. No consultant should bid for works arising from the project.

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

- 4) The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
- 5) Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

- 6) Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7) Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
- 8) Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Part-III:-Draft of Contract Agreement

PROPOSED FORM OF CONTRACT for Future Assignments

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of20..., between, on the one hand, the [SUDA, acting through] (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

- A) The Authority vide its Request for Proposal (RFP) for selection of hiring consultants/agency/firm to hire PMU (Project Management Unit) to facilitate works undertaken by SUDA for all state and central sponsored Projects (hereinafter called the "Project");
 - B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
 - C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated(the "LOA"); and
 - D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.
- NOW, THEREFORE, the parties hereto hereby agree as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In the Contract (*as hereinafter defined*) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a. **"Additional Services"** means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the Service Provider only after receiving a written communication from the Client.
- b. **"Applicable Law(s)"** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- c. **"Assignment"** shall mean the Services to be provided, carried out and/or performed by the Service Provider as provided in the scope of services, under the terms of RFP Documents.

- d. **"Affiliate" or "Associate"** shall mean a body corporate or any other legal entity which is under the control of the Service Provider or does have control over the Service Provider, directly or indirectly.
- e. **"Business Day"** means a Day, other than Saturday and Sunday, on which banks in Raipur are open for normal banking business.
- f. **"Client's Representative"** means any individual or any agency appointed by the Client to act on its behalf for the Services.
- g. **"Commencement Date"** means the date specified in the Notice to Commence issued by the Client/Client's Representative to the Service Provider.
- h. **"Service Provider"/ "Consultant"/ "Agency"** means the person (*legal or natural*) who has been issued Letter of Appointment (LOA) by SUDA and who has entered into the Agreement with SUDA to provide, carry out and perform the Services as per the terms of the RFP Document and the Contract.
- i. **"Contract Agreement"** means the Service Agreement entered into between the Client and the Service Provider together with all the Appendices, Annexure and schedules mentioned and enclosed thereto.
- j. **"Contract Price" or "Service Fee"** means the sum stated by the Client in the Letter of Appointment as payable to the Service Provider to provide, carry out and perform the Services, in accordance with the provisions of the Contract.
- k. **"Contract Period"** means the period of contract from the date mentioned in Notice to commence/Proceed as defined in the SCC.
- l. **"Competent Authority"** means the agency or the person authorized by Government of Chhattisgarh, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.
- m. **"Day"** means calendar day and "year" means 365 days.
- n. **"Client / Employer"** means STATE URBAN DEVELOPMENT AGENCY (SUDA), Chhattisgarh, a company incorporated under the Companies Act, 1956 and includes its successor(s) in interest and permitted assigns.
- o. **"Final Clearance"** means the final clearance given by the Client upon successful completion of all the Services as specified in Scope of Services.
- p. **"GCC"** mean this General Conditions of Contract;

- q. **“SUDA”** means State Urban Development Agency.
- r. **“Government”** means the Government of Chhattisgarh (GoCG) and the Government of India (GoI) as the case may be and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- s. **“Letter of Appointment”** means the formal acceptance of the bid/proposal by the Client.
- t. **“Party”** and **“parties”** means the Client and the Service Provider and **“third party”** means any other person or entity as the context requires.
- u. **“Personnel”** means persons engaged by the Service Provider to provide, carryout or perform the Services or any part thereof.
- v. **“Performance of Services”** means to provide, carry out and perform the services by the Service Provider in accordance with the Contract.
- w. **“Project”** means the work to be executed in the said contract.
- x. **“Retention Money”** means the aggregate of all moneys retained by the Client as per the terms of the RFP Document.
- y. **“RFP”** or **“RFP Document”** or **“Bid Document”** means Request for Proposal documents issued by the Client for the Services including any addendum/ amendments thereof made from time to time.
- z. **“SCC”** mean the Special Conditions of Contract by which the GCC may be amended or supplemented;
- aa. **“Services”** means the Services to be provided, carried out and/or performed by the Service Provider under the terms of the RFP Document and the Contract.
- bb. **“Third Party”** means any person or entity other than the Client and the Service Provider.
- cc. **“Writing”** means any hand written, type written, or printed communication, including telex, cable, facsimile and e-mail transmission.
- dd. **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by the Employer or as extended by Employer
- ee. **“Dayworks”** means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

1.2 HEADINGS AND MARGINAL NOTES

- 1.2.1 The headings and marginal notes in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3 INTERPRETATIONS

- 1.3.1 Words importing persons or parties shall include firms, corporations and/or any legal entity or any organization having legal identity.
- 1.3.2 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.3.3 The capitalized terms used in the Agreement/ Contract shall have the meaning ascribed to it in the Definitions, unless the contrary is expressly stated;
- 1.3.4 When any number of Days is prescribed in any document, same shall be reckoned with exclusion of the first day and inclusion of the last day;
- 1.3.5 Time is the essence in the performance of the Parties' respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Service Provider shall be provided with all relevant information in a timely manner and to ensure that it can execute and complete the Services within the time for execution of services.
- 1.3.6 The word "determine" means a determination made in the absolute discretion of the person making the determination.
- 1.3.7 References to a gender shall include references to the female, male and neuter genders;
- 1.3.8 Reference to the words "include" or "including" shall be construed without limitation;
- 1.3.9 all approvals, permissions, waivers, consents, confirmations or acceptance required from the Client or any one of them for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Client.
- 1.3.10 in the event of any disagreement or dispute between the Client and the Service Provider regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Client as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Service Provider.

1.4 SINGULAR AND PLURAL

- 1.4.1 Words importing the singular shall include the plural and vice versa where the context so requires.

1.5 NOTICES, CONSENTS, APPROVALS, CERTIFICATES AND DETERMINATIONS

- 1.5.1 Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be made in writing and the words “notify”, “certify” or “determine” shall be made construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.
- 1.5.2 Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
- 1.5.3 However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question

2 SERVICES AND SUB-CONTRACTING

2.1 SERVICES OF CONTRACT

- 2.2 The Service Provider shall not, without the prior and express consent of the Client (which consent notwithstanding the provisions of Sub-Clause 1.5 shall be at the sole discretion of the Client), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, to any person or otherwise

2.3 Sub-contracting

Sub-contracting is not permitted.

3 CONTRACT DOCUMENTS

3.1 Language and Law

- a. The English language only shall be used in the Contract documents and all official correspondence.
- b. Laws which shall apply to the Contract and according to which the Contract shall be construed shall be the laws of India.

3.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies/ inconsistencies the same shall be explained and adjusted by the Client/Client's Representative who shall thereupon issue to the Service Provider instructions thereon and in such event, unless otherwise provided in the Contract, the following documents forming the Contract override the next below and following documents given hereunder in sequential order shall be as follows:

- 1) The Contract Agreement;
- 2) The Letter of Appointment;
- 3) The Bid;
- 4) Special Conditions of Contract
- 5) General Conditions of Contract
- 6) Payment Schedule;
- 7) Term of Reference or Scope of Services

4 GENERAL OBLIGATIONS

4.1 Service Provider's General Responsibilities

The Service Provider shall, with due care and diligence, prepare (to the extent provided for by the Contract) and complete the Services in accordance with the provisions of the Contract.

The Service Provider shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with any Third Party.

In addition to the above, the Service Provider shall also comply with the provisions as mentioned in SCC.

4.2 Contract Agreement

The Service Provider shall, enter into and execute the Agreement with the Client in the form annexed to these conditions with such modifications as may be necessary.

4.3 Sufficiency of Bid

The Service Provider shall be deemed to have based his Bid on the data made available by the Client and on his own inspection and examination, all as aforementioned.

The Service Provider shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the stages and milestones stated in the Scope of Services, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the deliverables, reports etc.) and all matters and things necessary for the proper completion of the Services.

4.4 Services to be in Accordance With Contract

The Service Provider shall carry on, provide and / or perform the services in accordance with the Contract to the satisfaction of the Client. The Service Provider shall comply with and adhere strictly to the Client/Client Representative's instructions on any matter, whether mentioned in the Contract, or not, touching or concerning the Services.

4.5 Performance Security

The Service Provider shall provide Performance Security for due and faithful performance of the Contract to the Client within 15 days after the receipt of the Letter of Appointment. The performance security shall be in the form of unconditional bank guarantee issued by any Nationalized/Scheduled Bank located in India, of an amount as specified in the SCC and in this RFP documents. The cost of complying with the requirements of this clause shall be borne by the Service Provider. When providing such security to the Client, the Service Provider shall notify the Client/Client's Representative of so doing.

4.6 Period of validity of Performance Security

The Performance security shall be valid for the Contract Period plus three (3) month. No claim shall be made after giving final clearance by the Client and the Performance Security shall be returned to the Service Provider within 14 days of giving final clearance by the Client.

4.7 Programme to be submitted

The Service Provider shall, within 30 days after the date of the Letter of Appointment, submit to the Client/Client Representative for his consent a programme, in such form and detail as acceptable to the Client/Client Representative, to provide, carry out and perform the Services. The Service Provider shall also provide in writing for the information of the Client/Client Representative a general description of the arrangements and methods which the Service Provider proposes to adopt for performing the Services.

4.8 Service Provider's Employees

The personnel who are proposed by the Service Provider to Perform the Services shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

And also, the personnel who are engaged by the Service Provider to perform the Services shall have been physically examined and found fit for their performance of their duties, and their qualifications be acceptable to the Client.

4.9 Client/Client Representative at Liberty to Object

The Client/Client Representative shall be at liberty to object to and require the Service Provider to remove forthwith from the Services any person provided by the Service Provider who, in the opinion of the Client/Client's Representative, misconducts himself, or is incompetent or negligent in the performance of his duties, or whose presence on the Services is otherwise considered by the Client/Client Representative to be undesirable, and such person shall not be again allowed upon the Services without the consent of the Client/Client Representative. Any person so removed from the Services shall be replaced by competent person as approved by the Client/Clients Representative.

4.10 Language Ability of Service Provider's Staff

It is expected that the Service Provider and his representative shall have adequate knowledge of English, Hindi and local language so as to ensure proper transmission of instructions and information.

A reasonable proportion of the Service Provider staff shall have working knowledge of Hindi and English.

4.11 Other obligations

- (1) The main objective of the Services is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.

The Service Provider shall provide, carry out and perform the Services in accordance with the Scope of Work. The Service Provider shall be liable to pay penalty for any non performance/poor performance of the Services.

- (2) The Service Provider shall study carefully the technical/other information's provided by the Client and shall visit the site as and when required. In the event that the Service Provider becomes aware of any errors or doubts about the information and data provided, the Service Provider shall notify in time in writing.

- (3) The Service Provider shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their personal or employees at their own risk and responsibility. The prime responsibility rests with the Service Provider for any of the tasks and activities that are performed by their personal or employees. The Service Provider shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.
- (4) The Service Provider shall comply with all the provisions of law, rules, regulations and compliances applicable for the performance of the services.
- (5) The Service Provider at all Stages shall coordinate with the other parties associated or appointed by the Client for this Services.
- (6) The Service Provider shall designate at their cost a representative authorized to render decisions on behalf of the Service Provider and to exercise the duties and obligations of the Service Provider and to deal with matters in relation to the Services.
- (7) The Service Provider shall be liable to Client for the Performance of Services in accordance with the provision of the this Contract and for the losses suffered by Client, as a result of any failure or default of the Service Provider, its Agents or servants in Performance of Services.

4.12 Scope of Services

The Service Provider shall carry out, provide and perform the Services in terms of the scope of Services, as mentioned and in the manner provided in the Contract. The Service Provider shall provide, carry out and/or perform the Services/ Services as per the terms of this Contract. However, any change carried out in the scope of the Services after the issuance of the Notice of Commencement shall be considered under Clause 16.

5 INSURANCE AND INDEMNITY

- a) The Service Provider shall take at its own cost the insurance policies covering the risk and perils involved in the Services including third party risk, Third party Motor Vehicle Insurance , the Employees/ Workmen accident risk, loss or damage to equipment and property and the professional liability insurances covering the period of Services i.e. Contract Period..

5.1 Evidence and Terms of Insurance

The Service Provider shall provide evidence to the Client prior to the start of Services that the insurance required under the Contract have been affected and shall, within 5 days of the Commencement Date, provide the insurance policies to the Client. When providing such evidence and such policies to the Client, the Service Provider shall notify the Client/Client Representative of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Appointment. The Service Provider shall effect all insurance for which he is responsible with insurers and in terms approved by the Client.

5.2 Adequacy of Insurance

The Service Provider shall ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Client the insurance policies in force and the receipts for payment of the current premiums.

5.3 Compliance with Policy Conditions

In the event that the Service Provider fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, it shall indemnify the other Client against all losses and claims arising from such failure.

5.4 Indemnity

5.5.1 The Service Provider is expected to carry out and perform the Services with due diligence and in accordance with the prevailing standards of the profession. The Service Provider shall indemnify, the Client against all ,losses or damages arising out of Service Provider's failure to perform its obligation, during the course of Performance of the Services under the Contract.

5.5.2 The Service Provider shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client, on account of performance of the Services by the Service Provider during the Contract Period.

6 SERVICE PROVIDER's OBLIGATIONS

6.1 Compliance with Statutes, Regulations

The Service Provider shall conform and comply in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or by law of any local or other duly constituted authority in relation to providing, performing, carrying out and completion of the Services and the remedying of any defects therein, and
- (b) The Service Provider shall, at all times during the period of Contract for providing the Services shall comply fully with all labour laws, Acts, rules & regulations. The manpower so deployed by the Service Provider shall remain under the control and supervision of the Service Provider and the Service Provider shall be liable for payment of their wages, EPF, ESI, Bonus etc., as applicable, and all other dues payable under various labour regulations and other statutory provisions. The Service Provider shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

And the Service Provider shall keep the Client indemnified against all penalties and liability of every kind for breach of any such provision.

6.2 Intellectual Property

In order to perform the Services, the Service Provider must obtain at its sole account, the necessary licenses, permissions and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the Client harmless and indemnify the Client from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

- (a) All inventions, discoveries, improvements, copyrightable material, concepts, the final products, all documents, report, information, data etc. collected and prepared by Service Provider or its employees in connection with the scope of Services submitted to the Client shall be deemed to be the sole property of the Client and the Service Provider hereby waives any right, title or interest, if any in the same, in favour of the Client.
- (b) The Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by the Client for carrying out of any Services with any third parties.
- (c) The Service Provider shall not without the prior written consent of the Client be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
- (d) The Service Provider's obligations under this Clause will survive even after expiration / termination of this Contract.

6.3 Conflict of Interest

6.3.1 Service Provider Not to Benefit from Commissions Discounts, etc

6.4 Taxes and Duties

6.4.1 Unless otherwise specified in the SCC or any subsequent communication, the Service Provider shall pay such taxes, duties, cess, fees and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been included in the Service Fees, except the applicable GST.

7 COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

7.1 Agreement Effective

The Agreement shall be effective from the date mentioned in the Notice to Proceed.

7.2 Commencement and Completion

The Services shall be commenced and unless terminated earlier shall be performed during the contract period or within the periods stated in the (SCC) subject to extensions in accordance with the Agreement.

7.3 Variations

7.3.1 The Agreement can be varied/ amended on application by either party by a written agreement executed by and between the parties.

7.3.2 No Price Variation: No Price variation is allowed to the Service Provider during Contract Period **except that as provided in the SCC**

7.4 Further Proposals

If requested by the Client in writing, the Service Provider shall submit proposals for altering the Services. The preparation and submission of such proposals shall be an Additional Services.

7.5 Changed Circumstances

If circumstances arise for which the Service Provider is not responsible and which make it irresponsible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.

In these circumstances, if certain Services have to be suspended, or If the performance of certain Services has to be reduced, the Client and the Service Provider will mutually decide the course of action to be taken under such circumstances

7.6 Termination

7.6.1 By Notice of the Client

The Client shall have the right to terminate the Contract, by giving not less than 30 (thirty) days" written notice of termination to the Service Provider; on the following grounds.

- a. If the Service Provider does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 10 (ten) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing.
- b. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a continuous period of not less than 30 (thirty) days.
- c. If the Service Provider becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceeding;
- e. If the Service Provider submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Service Provider knows to be false;
- f. If the Service Provider, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- g. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- h. In case the Service Provider does not perform the Services as per the Contract.

- i. If the Client considers that the Service Provider is without any valid reason not discharging his obligations, he can inform the Service Provider by notice stating the grounds for the notice. If a satisfactory reply is not received within fifteen (15) days thereof.

Upon earlier termination of the Contract, SUDA shall make the payments to the Service Provider on proportionate basis for the services satisfactorily rendered or performed by the Service Provider up to the date of Notice of Termination.

7.6.2 By Notice of the Service Provider

Termination by the Notice of Service Provider is not applicable.

7.7 Extra Services/ Work

Upon the occurrence of circumstances described in Clause 14 or abandonment or suspension or resumption of Services or upon termination of the Agreement, any necessary Services or expense by the Service Provider extra to the Normal Services shall be regarded as Exceptional Services.

7.8 Cessation of Rights and Obligations

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Service Provider, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

8 PAYMENT

8.1 Payment to the Service Provider

- i. The Client shall make the payments to the Service Provider for the Services on a monthly basis on submission of Invoices in accordance with the terms and conditions and with the details as stated in payment schedule in Terms of Reference or as set forth in SCC, and shall pay for any Additional Services at rates and prices as agreed and approved by the client.
- ii. Unless otherwise agreed in writing the Client shall pay the Service Provider in respect of Additional Services:
 - a. as for Additional Services executed by the Service Provider's personnel in the performance of the Services,
 - b. The net cost, approved by the Client/Client Representative, of all extra expense incurred by the Service Provider.

8.2 Time for Payment

- i. Amount due to the Service Provider shall be paid within 28 days of the receipt of the invoice and accepted by the Client, unless otherwise stated in this RFP document.

8.3 Place of Payment

Payments to the Service Provider by the Client shall be made into a bank account or accounts nominated by the Service Provider, or as may otherwise be agreed.

8.4 Retention Money

A retention money as mentioned in SCC (2% of the monthly invoice value) to be retained from each milestones/stage will be deducted from each invoice payment towards retention money for due and faithful performance of the Contract. The retention money will be released after the successful completion of the contract and compliance all the obligations of the bidder as per the terms of the Contract

8.5 Advance Payment

No advance payment will be made to the Service Provider.

8.6 Correction of Certificate

The Client/Client Representative may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have the authority, if any Services are not being carried out to his satisfaction, to omit or reduce the value of such Services in any Interim Payment Certificate.

8.7 Final Bill and Statement at Completion

Not later than 42 days after the issue of the Completion Certificate in respect of the completion of Services, the Service Provider shall submit to the Client/Client Representative a Statement at Completion with supporting documents showing in detail, in the form approved by the Client/Client Representative:

- a. The final value of all Services completed in accordance with the Contract up to the date stated in such Completion Certificate;
- b. Any further sums which the Service Provider considers to be due; and
- c. An estimate of amounts which the Service Provider considers will become due to him under the Contract.

Estimated amounts shall be shown separately in such statement at Completion.

8.8 Interest on Delayed Payments

Not Applicable

8.9 Valuation at Date of Termination

The Client/Client Representative shall, as soon as may be practicable after any such entry and termination by the Client, fix and determine exparte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a. what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Service Provider in respect of the Services then actually done by him under the Contract.

8.10 Resolution of Dispute

- 8.10.1 Any difference or dispute arising out of or in relation to the contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Client/Client's Representative and the Authorised representative of the Service Provider. If they fail to resolve the dispute within 30 days, the CEO or MD of the Parties or the Senior Officers authorised by the Management of the respective parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- 8.10.2 In case of dispute is not resolved amicably by them within 30 days or in case of failure of amicable settlement, then the matter will be referred to Arbitration by a sole Arbitrator to be appointed by the CEO of the Client. The CEO will provide a list of three persons out of which the Service Provider may select one who will be appointed as the sole Arbitrator.
- 8.10.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereof. The Award made by the sole arbitrator shall be final and binding on the Parties.
- 8.10.4 The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and any amendments thereof. The venue of the arbitration shall be at Raipur, Chhattisgarh. The Courts at Bilaspur, Chhattisgarh shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.

8.11 Dayworks

- 8.11.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 8.11.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative within two days of the Services being performed.
- 8.11.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 8.11.2

9 NOTICES

9.1 Notice to Service Provider

All certificates, notices or instruction to be given to the Service Provider by the Client or the Client/Client Representative under the terms of the Contract shall be sent by Registered post, cable, telex or facsimile transmission to, or left at, the Service Provider's principal place of business or such other address as the Service Provider shall nominate for that purpose.

9.2 Notice to Client / Client Representative

Any notice to be given to the Client or to the Client Representative under the terms of the Contract shall be sent by Registered post, cable, telex or facsimile transmission to, or left at, the respective addresses nominated for that purpose in the Special Conditions of Contract.

9.3 Change in Address

Either party may change a nominated address to another address in the Country where the Services are being executed by prior notice to the other party, with a copy to the Client Representative, or the Client Representative may do so by prior notice to both parties.

9.4 Changes in the Constitution of Entity to be notified

In the case by partners, any change, prior to reconstitution notified by the Service Provider to the Client/Client Representative for his information well in advance. In that event, the parties shall decide how to continue the contract.

10 CHANGES IN COST AND LEGISLATION

- 10.1** The Contract Price being inclusive of all taxes, duties, levies etc except GST. The Service Provider shall be reimbursed payment of only new taxes if any freshly imposed by the legislator/ likewise, appropriate deduction shall be made if any of the existing taxes are abolished or withdrawn.

11 Fraud and Corruption

The Service Provider have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Services, including the appointment of the Service Provider.

12 CONFIDENTIALITY

The Service Provider shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, the information, documents, technical data, scripts, and know-how given to him by the Client without the prior written consent of the Client.

Service Provider further undertakes to limit the access to confidential information to those of its employees, Implementation partners who reasonably require the same for the proper performance of the Services provided however that Service Provider shall ensure that each of them has been informed of the confidential nature of the confidentiality and non- disclosure provided for hereof.

13 Relationship of Parties

The relationship of parties under this Agreement is on "Principle to Principle basis". The Service Provider shall provide, carry out and perform the Services under this Agreement, as an independent Service Provider.. The execution of the Services or the performance of the Services under the contract shall not be construed to create

or intend to create a partnership, or a joint venture or Client employee relationship between the Parties. The employees of the Service Provider shall always considered to be the employees of Service Provider for all purposes whatsoever under this Contract and they shall not have any right or claim of employment against the Client.

14 Force Majeure

14.1 Definition

For the purposes of the Contract, “**Force Majeure**” means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the government, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

14.2 No Breach of Contract

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

14.4 Payments

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Service Provider for Services performed prior/ up to notice of such Force Majeure incident including, the works in progress, mutually agreed by both the parties.

14.5 Suspension of Services by the Client due to Force Majeure or otherwise

If the Client suspends this Services through no fault of itself or due to factors beyond the control of the Client (including Force Majeure), the Client shall notify the Service Provider in writing within thirty (30) days. When the Services is resumed within two (2) months and there are no modifications, the Contract shall continue to be in vogue, and the Service Fees shall not be changed. The Client shall provide for the Service Provider a reasonable period of time for the resumption of the Services. In case the suspension is beyond two months period, the parties would mutually decide on the time for remobilization. The compensation to the Service Provider would be mutually decided and agreed upon.

15 Governing Law

The law governing the Contract shall be Laws of India and courts at Chhattisgarh shall have exclusive jurisdiction.

16 Modification

- 16.1** Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Service Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.
- 16.2** For any Additional Services provided by the Service Provider at the request of the Client, the Client shall pay the Service Provider additional fees as may be mutually agreed in writing. This will be in addition to the Service Fees agreed in the Contract.

17 Service Provider's Actions Requiring Client's Prior Approval

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. changing the Program of activities; and
- b. Any other action that may be specified in the SCC.

18 Reporting Obligations

- 18.1** The Service Provider shall submit to the Client, the reports and documents specified in RFP Document and number in the form and within the periods set forth in RFP Document.
- 18.2** The Services performed by the Service Provider under the Contract may be reviewed by the Client. The Service Provider shall submit all reports and documents as specified in RFP Document to the Client.

19 Service Provider's Representations and Warranties

Service Provider represents and warrants to the Client that:

19.1 Corporate Existence and Power

The Service Provider (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter into and execute the Contract.

19.2 Authorization, No Contravention

The execution, delivery and performance by the Service Provider of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Service Provider (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Service Provider, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Service Provider, enforceable against the Service Provider in accordance with its terms.

19.3 Litigation

There are no contractual or tortious or any other claims pending against the Service Provider or that have been threatened in arbitration or before any judicial authority against the Service Provider which could have an adverse effect on their ability to perform their Services under the Contract.

19.4 Expertise of the Service Provider

The Service Provider have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Service Provider alone shall be responsible and liable for any consequences arising from their incorrectness.

20 Location

20.1 The Services shall be performed by the Service Provider as per the terms of this Agreement;

20.2 The Service Provider shall in normal course attend meetings in Atal Nagar or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, as may be considered necessary by the Client.

21 Authorized Representatives

21.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or by the Service Provider may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

22 Term and Expiration of Contract

22.1 Unless terminated earlier, the Term of the contract shall commence from the effective date of the Contract upto the period given in the SCC.

23 Service Provider's Personnel

23.1 The Service Provider guarantees that the proposed person of the Service Provider as mentioned in RFP Document for this Services will be available throughout the duration of the Services. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the person, the Service Provider shall at the Client's request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Clients. Any proposed substitute shall have equivalent or better qualifications and experience than the original person.

24 Obligations of the Client

24.1 Services and Facilities

The Client shall, on best effort basis, make available to the Service Provider the information, documents and facilities required for satisfactory completion of this Service as may be available with it.

24.2 Obligations of the Client

- 24.2.1** The Client shall facilitate the Service Provider by providing all the necessary support and arrangements to procure data and information.
- 24.2.2** The Client shall designate a representative to render decisions on behalf of the Client and to exercise duties and obligations of the Client as, may be delegated to him and to deal with matters in relation to the Services.
- 24.2.3** The Client shall provide to the Service Provider and/or its agents access to the Site for execution of Services under the Contract.

25 Payment for Additional Services

- 25.1** Payment for Additional Services, if required by the Client, shall be determined keeping in view the rates as indicated by the Service Provider in its proposal in response to the RFP Document and wherever specific rates are not provided, applicable rates as mutually arrived and agreed upon, may be considered.

26 Defects/Lapses in performance of Services

The Client shall check the Service Provider's performance and notify him of any Defects and Lapses that are found. Such checking shall not affect the Service Provider's responsibilities. On receipt of such notice, the Service Provider shall correct the same within the time period specified in the notice. If the Service Provider fails to correct the Defects / Lapses within the time specified in the Client's notice, the Client's will assess the loss/cost of having the Defect corrected, and will charge the Service Provider such amount as specified in the SCC.

27 Penalty for non-performance and / or negligence of Service

If the Service Provider has not corrected a Defect / Lapses / Non Performance/Negligence within the time specified in the Client's notice, a penalty for non-performance and / or negligence will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected and loss suffered by the Client, and specified in the SCC.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of
behalf of Consultant:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.

SIGNED, SEALED AND DELIVERED

For and on

Authority

(Signature)
(Name)
(Designation)
(Address)

2.

SPECIAL CONDITIONS OF CONTRACT

1. Interpretation of the Clauses of Special Conditions

The Clauses and Sub-clauses under Special Conditions of Contract shall prevail over the relevant clauses and sub clauses of Part 3 (General Conditions of Contract), in case there are any inconsistency or discrepancies between the two.

“Contract Period” means the period of contract i.e. 36 months commencing from the date of Notice to Commence / Proceed which may be extended as per the requirement of the Client.

2. Client, and Client's Representatives

Reference to the clause 1.1 of Part 3 (General Conditions of Contract):-

2.1. The Client is:

The CEO

STATE URBAN DEVELOPMENT AGENCY. (SUDA)

D Block, 4th Floor, Indravati

Bhavan, Capital Complex,

Atal Nagar. 492002

Tel.: +0771-2222401 Fax No: +0771-2222409

2.2. The Client's Representative is:

Project Manager-SBM/ Asst. Project Manager - SBM

STATE URBAN DEVELOPMENT AGENCY. (SUDA).

D Block, 4th Floor, Indravati

Bhavan, Capital Complex,

Atal Nagar. 492002 Tel.:

+0771-2222405

Client's Representatives shall include authorized representatives appointed by the Client.

Any communications given by the Client Representative's authorized above shall have the same effects as though it had been given by the Client.

3. Scope of Work

As per Part 4 - Term of References

4. Performance Security

Reference to clause 4.5 of Part 3 (GCC) the Performance Security should be Rs. 2,50,000 (Rupees Two Lakh Fifty Thousand Only).

5. The risks and the coverage shall be as follows

Reference to clause 5.1 of Part 3 (GCC) the Service Provider shall take -

5.1. Workers/employees compensation insurance in respect of the Personnel of the Service Provider, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

5.2. Third Party Motor Vehicle Insurance

5.3. All insurance and policies should start from the date of commencement of the services and remain effective up to the completion of the Contract. The Service Provider shall take the insurance and shall provide evidence to the Client, showing that such insurance has been obtained, maintained and that the current premiums have been paid.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1. All payments made under the Contract will be in Indian Rupees (INR) only

6.2. Retention Money will be applicable as per clause (8.4 Part 3 GCC).

7. Liability

7.1. Reference to Clause no. 5.5.1 - Part 3 of GCC , the Service Provider's liability towards Client under or in connection with the Services under the contract whether for breach of obligations, tort, negligence or otherwise howsoever arising, shall not exceed total amount of the Contract price.

7.2. The Service Provider shall be solely responsible for any loss or damage due to accident caused to the life and property of the Service Provider including its employees, workers, representatives, agents etc. during performance of the Services under this Contract and in no case the SUDA shall be liable/responsible for the „same.

8. Price Escalation

8.1. No Price Escalation in service charge shall be applicable for entire project duration from the date of Issuance of Notice to Proceed. However, the increment of maximum 10 % is allowed to be awarded to the personnel deputed for the SUDA on Year on Year (YoY) basis. The increment shall be admissible only on completion of the 1 Year of services for SUDA and based on the quarterly performance evaluation carried out by the agency. No claims in this regard, shall be admissible and SUDA shall not be held accountable for any lapse in the process of increment as carried out by the agency.

9. Cost and Penalty -Clause nos. 26 and 27.of GCC

If the Employer incurs any loss/damage from the negligence/ lack of performance of the Service Provider, a penalty for Lack of performance will be levied on the Service Provider. The amount to be paid will be equivalent to the cost of Losses/Damage incurred due to the event plus 10% percentage of the cost as administrative charges.

Part-IV:-Draft Terms of Reference

Draft Terms of Reference (TOR)

In order to expedite the development, SUDA intends to hire experts to advice, facilitate and improve the quality of work.

Responsibilities of the Agencies

- 1) Identifying experts which fulfil all requirements SUDA;
- 2) The Interview/Selection of the Manpower shall be done by the selection committee of the agency. The SUDA has sole rights to approve/reject recommendation of selection committee of agency.
- 3) Inducting the experts into SUDA;
- 4) Collecting of monthly output reports and attaching the same when submitting invoice to SUDA which has to be duly signed;

The sample format for monthly output report is :-

Date	Day	Work Done
1 st January 2023	Monday	
2 nd January 2023.....	Tuesday.....	
.....	
31 st January 2023	Sunday	

- 5) Keeping in constant touch with SUDA to ensure that the experts are functioning satisfactorily;
- 6) To remove and replace an expert whenever felt necessary or whenever demanded by SUDA.
- 7) The expert deployed by the agency for SUDA will be dedicated full time staff. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the experts deployed.
- 8) The agency will ensure the selection of only those candidates who fulfill the eligibility criteria prescribed.
- 9) For all purpose the Agency will report to the CEO, SUDA of the State.
- 10) The working hours of the deployed manpower shall be minimum 8 hours excluding lunch time and tea breaks as per the time schedule allotted by the SUDA except for Sundays and public holidays as mutually agreed. As per the requirement of SUDA the working hours shall be changed and it will binding on the resource.
- 11) The payment shall be made to the Agency on monthly basis as per the certified daily attendance register/Nishthaa App of the deployed manpower by the concerned Officer in charge.
- 12) The Agency has to maintain record of payment and other relevant records as required under the prevailing rules and regulations.
- 13) The SUDA shall not pay anything extra over and above the quoted amount.
- 14) No accommodation shall be provided to the workmen of the contracting agency for their stay by the SUDA.
- 15) The Agency shall issue identity cards to selected consultants.

- 16) All the persons engaged by the Agency will adhere to the laid down safety guidelines on the subject. Adequate precaution is to be exercised to prevent any kind of loss to the men and materials of both the parties. The Agency will be directly responsible for any consequences arising out of any such violation by his agents /workers. Also all the resources shall have to inform its head office before leaving head office location.

Requirement of Support staff

1. Requirement, Qualification and Experience of expert is as mentioned in Annexure-B
2. SUDA reserves the right to make changes in the required number of experts/support staff and their qualifications.
3. The experts/support staff provided by the selected agency for the working in SUDA will be dedicated full time staff and will be stationed at SUDA. Working space will be provided by SUDA along with computer set and required stationary. After successful completion of 1 year of the given resource, maximum 10% increment in the monthly remuneration mentioned in RFP, based on the performance of the concerned expert/support staff, will be given after 12 months from the date of the joining of that resource in SUDA. The day to day work of the expert will be assigned by SUDA or any other authority assigned by SUDA. All the monitoring and reporting aspects of the experts and support staff will be under the control and supervision of SUDA and the concerned Reporting officer.

The number of experts/support staff is indicative and CEO SUDA (State Urban Development Agency) may increase or decrease the number of experts/support staff as per its requirement at any time without assigning any reason(s).

Responsibilities of Experts:

The experts is meant to enhance the existing skill mix of the SUDA. It is expected to work in tandem with the existing staff with focus on strengthening implementation of various missions of SUDA. The focus of experts is to enhance the pace and quality of implementation of the Mission activities. The experts shall assist the ULB in carrying out the following activities:

- Project management, co-ordination and technical support for implementation of various missions of SUDA.
- Ensuring optimal technical quality in project implementation and service delivery.
- Monitoring project progress and co-ordination with departments (eg. Revenue, Accounts, Engineering, Health, parastatal dept.,etc. for projects being implemented by the ULB/SUDA.
- Preparation of reports (including QPRs and Utilization Certificates) for SBM and MoHUA on progress of implementation of various project components.
- Engaging and managing service providers and external experts for implementation of projects undertaken by SUDA.
- Staying abreast with latest developments in the area of expertise and facilitate transfer of relevant information and best practices to staff for use in SUDA.
- Complete all the task to be assigned by SUDA or any other authority assigned by SUDA

Leave Policy

- a. The Resources should be stationed in appointed office for the entire project period. The Resource has to follow the working hours, working days and Holidays of SUDA.
- b. Resource shall get prior approval of client before leaving OFFICE STATION.
- c. Leave entitlement and computation will be effective from date of joining.
- d. In case of important time bound assignment nodal agency may call resource to work on holiday. In this case no extra payment will be paid to resource or selected agency.

e. An employee can avail maximum 12 leaves per year on pro-rata basis(per month one leave will be credited)it is preferable that any resource shall take maximum of two leaves in a single month, however for any exceptional circumstances/situations prior approval of the reporting officer shall be taken for longer leaves.

f. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case by case basis and will be decided by the Divisional/Nodal Officer.

Tentative Schedule of Payment

- a. Under the terms of the contract, payments to the Consultant will be made monthly:

Sr. No.	Mile Stone	Payment
1.	Monthly Payment	Monthly remuneration of experts + service charge quoted

Completion of services

- a. The bidder shall be hired for 3 years
- b. **Extension:-** The contract can be extended by SUDA if the work done by bidder is found satisfactory .

Fore-closure of Consultancy-

SUDA reserves the right to foreclose the consultancy at any stage of the Consultancy for administrative reasons. SUDA decision shall be final and binding on the Consultant in this regard and no claim of any kind shall be admissible in this regard.

Special condition for Human Resource Management

Initial Composition; Full Time Obligation; Continuity of Personnel

- a. Agency shall use commercially reasonable efforts to ensure it retains the services of its Personnel, including provisioning of competitive compensation, benefits and other conditions to its Personnel so as to incentivize them to remain in Agency's employment.
- b. Agency shall not make any changes to the composition of the Personnel and not require or request any member to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from Nodal Agency/Government department that would have the same effect):
 - Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - Without Nodal Agency's prior written consent.
- c. Agency shall promptly notify Nodal Agency of its intention to re-hire any member who had resigned from Agency in the previous 12-month period. Nodal Agency shall have the right to request that any member who resigns and is re-hired by Agency within 12 months of the resignation date be re-assigned to the provision of the Services.

Evaluations

- a. Agency shall evaluate the qualifications and the experience of the personnel it proposes to hire for the services, it is the responsibility of agency to cross check and verify the information. SUDA shall not be liable for any inquiry/query arising out of the same.
- b. Agency shall also carry out an evaluation of the performance of each member of Personnel in connection with the Services at least once in each quarter of Contract Year. Agency shall provide reasonable written notice to Nodal Agency of the date of each evaluation of each member of the Personnel and Nodal Agency shall be entitled to provide Agency with input for each such evaluation. However, it is the responsibility of the agency to execute the evaluation process in the fair and transparent manner.
- c. Agency shall promptly provide the results of each evaluation to Nodal Agency, subject to Applicable Law.

Replacement

- a. In case the resource has resigned then the agency has to inform within 2 days of such resignation.
- b. Agency shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that there is at least 2 weeks of overlap period in such replacements. However, the role of any member is not vacant for any longer than 10 days without penalty, subject to reasonable extensions requested by Selected Agency of Nodal Agency.
- c. Before assigning any replacement member of the Personnel to the provision of the Services, selected Agency shall provide Nodal Agency with:
 - (i) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Nodal Agency ; and
 - (ii) An opportunity to interview the candidate.
- d. The bidder has to provide replacement resource that is having same or better credential resource on the same parameters defined in this RFP document. Once this is confirmed, the Nodal Agency shall conduct an interview of the candidate and notify selected agency within ten days after its interview (or if Nodal Agency does not request an interview within ten working days after selected Agency has provided the information and then it would be deemed as accepted).

- e. If Nodal Agency does object to the appointment, selected agency shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

High Attrition

- a. If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 25 percent or more of the members cease or reduce their involvement in the Services for any reason other than with Nodal Agency's prior written consent, Agency shall:
 - a. Provide Nodal Agency with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Selected agency with any departing member; and
- b. If such change to Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Personnel including making reasonable changes to the human resources policies and procedures applicable to the Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

Overall Management: -

- a) The agency shall be liable for various human resources activities like monthly checking of attendance, approval of leaves and remuneration calculation for the month etc.
- b) For executing this work with ease and for smooth functioning of the manpower, it is required that the agency shall depute a HR executive/ manager at office of Nodal Agency/ SUDA, without any cost to the Nodal Agency for the carrying out the day to day activities and act as the Nodal point for the Nodal Agency and the personnel's deployed.

Payment Terms

1. Payment will be made to the selected Agency by SUDA during the month after processing of the bill by SUDA.
2. In case of payments relating to SUDA, the selected agency will be required to submit monthly Bill to SUDA by first week of every month.
3. TDS will be deducted from payments in accordance with law.
4. Payment shall be inclusive of all taxes statutory dues etc. and no extra payment shall be made by SUDA except GST.
5. The Service Provider shall submit a Proof of payment made to all personnel's deployed along with their monthly bill. The proof of payment submitted shall be of the past month, in absence of which the payment for current month might be withhold. The format to be submitted every month for payment along with proof of payment is as per Annexure- A.

6. Bidder has to produce challan copy of GST if applicable and all other applicable taxes to the SUDA.
7. GST shall be paid separately if applicable.
8. Computers and other required accessories will be provided from SUDA, which will be a property of SUDA only, the selected Agency/ their employees will have to return in working condition after the completion of contract. **All the resources should have there personal laptops.**
9. **All the resources shall have to wear uniform as instructed by SUDA.**
10. TA/DA allowance on per diem basis for travelling in state shall be paid extra as per the norms state herewith:-
 - a. No claim for traveling to assigned cluster
 - b. INR 2500 per day for travel within the state
 - c. INR 7000 per day for travel outside state
 - d. No claim other than above mentioned per diem rates shall be paid in these regards shall be admissible. This rate includes all expenses including local travelling, lodging and boarding. To and from air/train tickets will be arranged by SUDA or will be reimbursed on actual basis.
11. The manpower deployed shall have the desired experience and qualification as mentioned in Annexure B. However, if the agency is not able to find the suitable candidate then, candidate with less experience but required qualification can be hired, subject to reduction in the prescribed remuneration. For lower experience, reduction in remuneration shall be as per the decision of CEO SUDA.
12. The agency for incentivising the performance of the personnel and for long term association can deduct maximum one monthly remuneration of the personnel as Security deposit (in maximum initial 3 months). This deposit shall be reimbursed either on completion of contract duration or when the person is resigning from the organization and serving the proper notice period. No deductions other than the security deposit and statutory deductions shall be made from the remuneration due to the personnel. The agency shall make sure that the amount as mentioned in the Annexure B is paid in gross every month, if any discrepancy is found it shall be the liability of the agency to rectify the same, the risk and perils in this regard shall remain with the agency.

Penalty

Sr. No.	Activities	Penalty
1	Penalty	<ol style="list-style-type: none"> 1. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer. In case of failure to meet the standards of the client, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. The replaced resource will be accepted by the SUDA only if he/she meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the client. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the SUDA. 2. Filling up of vacancy in manpower at the start within 60 days from the date of signing of agreement if not able to do so, then 2% of monthly remuneration per person per month will be deducted. 3. If replacements of the resources have to be carried out and there is a gap of more than 10 days (the original resource leaving the job and new resource has not joined) then penalty of 5% of the monthly remuneration of such resource per week shall be applicable. 4. The maximum penalty during the contract period shall be 10% of the contract price. If the penalties deducted reach the prescribed value then the client shall have right to terminate the contract and forfeit the Performance Bank Guarantee

Annexure – A

Sr. No	Name of Personnel	Empl. Code	EPF NO.	ESI/WC No.	Basic incl. DA @ Minimum Wages As per GOI	Allowan ces	Statutory Dues						Total Wages	Employee's contribution		Take home Remunerat ion	No. of Days Worked	Amount to be Paid
							Other Allw.	Employer P.F Contributi on	ESI/ WC(AT Actuals)	Statutory Bonus	Annual Leave With Wages	National Holiday Pay	Gratuity (At Actual)	EPF	ESI			
1																		
2																		

Annexure – B

State Urban Development Agency, Chhattisgarh, Naya Raipur							
Swachh Bharat Mission (Urban)							
Proposed Consolidated Setup for Project Management Unit (PMU) of SBM(U) for SUDA/ULB							
S. No.	Post	Nos.	Qualification	Experience	Requirements	Proposed Salary/Month	Proposed Consolidated Annual Salary
1.	Team Leader cum Advisor	1	B.Tech / B.E. in Computer Science / Information Technology / E&C / ET&T/ Mechanical or Post Graduation in Management or Planning	12 Years' Experience out of which min 5 years in Government Projects.	i. Must Have 5 years' experience in Urban Development Projects. ii. Must have work experience of 5 years in State Level Entity. iii. Must have 3 years' experience in DPR / Report Appraisal Activities. iv. Must have Experience as Team Leader for 3 years in any Government Project.	2,17,800.00	26,13,600.00
2.	Solid Waste Management Expert	1	MBA with B.E. Mechanical Engineering	Minimum 7 Years' Experience	i. Min 12 to 18 months Experience of SWM Projects handling at State/Central Govt Level. ii. Min 3 to 4 years' Experience of Municipal SWM Projects handling at State/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	1,00,000.00	12,00,000.00
				4 Years' Experience	i. Min 12 to 18 months Experience of SWM Projects handling at State/Central Govt Level. ii. Min 3 to 4 years' Experience of Municipal SWM Projects handling at State/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	88,000.00	10,56,000.00
3.	Waste Water Expert	1	M.E. / M.Tech in Environment Engineering with B.E. Civil Engineering	4 Years' Experience	i. Min 12-18 months Experience of handling Waste Water Projects at State/Central Govt Level. ii. Min 3-4 years' Experience of Waste Water Projects handling at State/Central/PSUs/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	88,000.00	10,56,000.00
4.	Procurement Specialist	1	Post Graduate or Graduate degree in Accounting/ Finance/ Business Administration/ Economics/ Project Management/ Law or other relevant degree	4 Years' Experience	i. 12-18 months of experience in managing procurement programmes/activities in the public/private sector. ii. Knowledge in state government's rules and procedures on procurement practices. iii. Experience in working in local government would be an added advantage. iv. Fluency in local language essential.	88,000.00	10,56,000.00

State Urban Development Agency, Chhattisgarh, Naya Raipur							
Swachh Bharat Mission (Urban)							
Proposed Consolidated Setup for Project Management Unit (PMU) of SBM(U) for SUDA/ULB							
S. No.	Post	Nos.	Qualification	Experience	Requirements	Proposed Salary/Month	Proposed Consolidated Annual Salary
5.	Capacity Building Specialist	1	MBA / MSW with B.E. Civil Engineering	7 Years' Experience	i. Min 12-18 months Experience of SWM Projects handling at State/Central Govt Level. ii. Min 3-4 years' Experience of Municipal SWM Projects handling at State/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	1,00,000.00	12,00,000.00
				4 Years' Experience	i. Min 12-18 months Experience of SWM Projects handling at State/Central Govt Level. ii. Min 3-4 years' Experience of Municipal SWM Projects handling at State/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	88,000.00	10,56,000.00
6.	IEC Specialist	1	Graduate Degree in Mass Communication	7 Years' Experience out of which min. 2 years in government projects	i. Prior experience in State/Central Govt Projects will be an added advantage.	1,00,000.00	12,00,000.00
7.	Monitoring and Evaluation Specialist	1	MBA with B.E. Civil Engineering	7 Years' Experience	i. Min 12-18 months Experience of SWM Projects handling at State/Central Govt Level. ii. Min 3-4 years' Experience of Municipal SWM Projects handling at State/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	1,00,000.00	12,00,000.00
				4 Years' Experience	i. Min 12-18 months Experience of SWM Projects handling at State/Central Govt Level. ii. Min 3-4 years' Experience of Municipal SWM Projects handling at State/Division/ULB Level. iii. Preference will be given to the experienced person working in the CG State.	88,000.00	10,56,000.00
8.	IT Specialist	1	B.Tech / B.E. in Computer Science / Information Technology	7 Years' Experience out of which min 2 years in Government Projects.	i. Prior experience in Government projects will be an added advantage.	1,00,000.00	12,00,000.00
9.	Documentation Specialist	1	Bachelor's degree in engineering/ Computer	4 Years' Experience	i. Excellent verbal and written communication skills.	88,000.00	10,56,000.00

State Urban Development Agency, Chhattisgarh, Naya Raipur							
Swachh Bharat Mission (Urban)							
Proposed Consolidated Setup for Project Management Unit (PMU) of SBM(U) for SUDA/ULB							
S. No.	Post	Nos.	Qualification	Experience	Requirements	Proposed Salary/Month	Proposed Consolidated Annual Salary
			Application/ Communication		ii. Proficient in Microsoft Office Suite or related software. iii. Excellent organizational skills and attention to detail. iv. Basic understanding of laws and regulations regarding document management. v. Excellent analytical and technical skills. vi. Excellent and creative problem-solving skills. vii. Minimum 5-7 years of Experience in handling State/Central Govt Level Projects.		
Total (A)						12,45,800.00	1,49,49,600.00

Annexure C: Pre Contract Integrity Pact

1. GENERAL

- 1.1. This Pre-Bid Contract Agreement (here in after called the Integrity Pact) is made on _____ day of the month _____ 20__, between, the Government of Chhattisgarh acting through Shri _____ (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, propose to procure (name of the Stores/Equipment/Work/Service) and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the second party, is willing to offer/has offered.
- 1.2. WHEREAS the BIDDER is a private company/public company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 2.1 Enabling the BUYER to obtain the desired Stores /Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 3.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, Commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDERS further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 The BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER)..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).

- 6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by under any law; any other person related, whether by blood or marriage, to the Government dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forth with to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.2. The decision of the BUYER to the effect that a breach of the provisions of the pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 The parties hereby sign this Integrity Pact at..... on.....

BUYER

BIDDER

Name of the Officer:

For and on behalf of the Bidder

(Name & Signature of the Authorized Signatory)

Designation: CHIEF EXECUTIVE OFFICER

Department

Date:

WITNESS

WITNESS

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