

**Request for Proposal(RFP)
for
Consultancy Services for Preparation of
Integrated City Plan including CB Plan
under
COMPREHENSIVE CAPACITY BUILDING PROGRAM**

DOCKET

INR 5000

Version 1.0

STATE URBAN DEVELOPMENT AGENCY

4th Floor, D Block, Indravati Bhavan (HOD Building),

Naya Raipur, Chhattisgarh, 492002

Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409

E-mail:- suda.mission@gmail.com

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Detailed Notice Inviting Request for Proposal (RFP)Error! Bookmark not defined.

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STATE URBAN DEVELOPMENT AGENCY CHHATTISGARH

4th Floor, D Block, Indravati Bhavan (HOD Building), Naya Raipur, Chhattisgarh, 492002
Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409, E-mail:- suda.mission@gmail.com

RFP NOTICE

No.9/ SUDA/CCBP/467/2015/ 237

Naya Raipur, Dated 20/04/2015

State Urban Development Agency, Chhattisgarh invites proposals from Qualified Short-listed Consultancy Firm / Organization / Institutes under EoI issued by SUDA under Comprehensive Capacity Building Program for the following package:

Package 2:- Consultancy Services for Preparation of Integrated City Plan including CB Plan.

Detailed information docket may be downloaded from official departmental website <http://www.uad.cg.gov.in/> or may be obtained from the office of the undersigned during office hours. RFP (as mentioned in the information docket) along with the Docket Cost of Rs.5000/- must be delivered through registered post/Speed post on the address below to reach by **06.05.2015 by 15:00 Hrs.**

Modifications/Amendments/Corrigendum, if any shall not be advertised in the news paper but shall be published in the departmental website only. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.


20/04/15
Chief Executive Officer

Key Information & Event Schedule

1.	Web address of SUDA	http://uad.cg.gov.in																								
2.	Web link for accessing Comprehensive Capacity Building Toolkit Document	http://jnnurm.nic.in/wp-content/uploads/2013/06/CB-TOOLKIT_05062013_final-for-uploading-after-conference-on-4-June-1.pdf or http://jnnurm.nic.in/wp-content/uploads/2014/06/Hyperlink-II-Revised-Toolkit-for-CCBP.pdf																								
3.	Key Dates <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No.</th><th style="width: 60%;">Particular</th><th style="width: 30%;">Details</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Start date of issuance /distribution of RFP document</td><td>20.04.2015</td></tr> <tr> <td>2.</td><td>Last date for Submission of Queries</td><td>24.04.2015</td></tr> <tr> <td>3.</td><td>Pre-Bid Conference</td><td>27.04.2015</td></tr> <tr> <td>4.</td><td>Issue of Corrigendum</td><td>29.04.2015</td></tr> <tr> <td>5.</td><td>Last date for issuance /distribution of RFP Document</td><td>05.05.2015</td></tr> <tr> <td>6.</td><td>Last date and time for RFP Submission</td><td>06.05.2015, 15.00 HRS</td></tr> <tr> <td>7.</td><td>Date and time for opening of Commercial bids</td><td>06.05.2015, 16.00 HRS</td></tr> </tbody> </table>		S. No.	Particular	Details	1.	Start date of issuance /distribution of RFP document	20.04.2015	2.	Last date for Submission of Queries	24.04.2015	3.	Pre-Bid Conference	27.04.2015	4.	Issue of Corrigendum	29.04.2015	5.	Last date for issuance /distribution of RFP Document	05.05.2015	6.	Last date and time for RFP Submission	06.05.2015, 15.00 HRS	7.	Date and time for opening of Commercial bids	06.05.2015, 16.00 HRS
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4.	Availability of RFP Document	<p>RFP can be Collected from the following address :- The Chief Executive Officer State Urban Development Agency, Chhattisgarh 4th Floor, D Block, Indravati Bhavan (HOD Building), Naya Raipur, Chhattisgarh, 492002 Phone 0771-2222402,2511740, 2510090 Fax 0771-2222409 E-mail:- suda.mission@gmail.com on or before < indicate date, time,> :by paying the document Fee of Rs. 5000 by Demand Draft in favor of Chief Executive Officer, State Urban Development Agency,Chhattisgarh and payable at Raipur, Chhattisgarh from any of the scheduled nationalized bank.</p> <p><u>OR</u></p> <p>Downloaded from http://uad.cg.gov.in/Report_Pages/</p>																								

		NividaEOI.aspx . However in this case, the bidders are required to submit the tender cost in the form of a demand draft of Rs.5000 issued from a scheduled nationalized bank along with the Proposal.
5.	Address to which the RFP must be sent	The Chief Executive Officer State Urban Development Agency, Chhattisgarh 4th Floor, D Block, Indravati Bhavan (HOD Building), Naya Raipur, Chhattisgarh, 492002 Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409 E-mail:- suda.mission@gmail.com
6.	Cost of Docket	INR 5000 (Five Thousand Rupees Only) Note: Separate Docket fee is required for each package.
7.	Earnest Money Deposit / Bid Security	Bidders shall submit, along with their Bids, EMD amount of Rs. 7,50,000.00 (Seven Lacs Fifty Thousand Rupees Only) , in the form of FDR issued by any Nationalized Scheduled Commercial Bank in favor of Chief Executive Officer, State Urban Development Agency, Chhattisgarh, payable at Raipur, and should be valid for 6 months from the due date of the RFP as per Clause 1.2.4.3. OR Bank Guarantee as mentioned in Appendix I, Form 3.
8.	Mode of submission of Eoi documents	Through Speed / Registered post only. <u>NOTE:</u> No drop box facility will be available.
9.	Selection Process	<ul style="list-style-type: none"> The method of selection is: Firms Shortlisted through Eoi will submit their Financial Proposal and Most Responsive bidder will be determined through QCBS process.
10.	Performance Security	Only the successful bidder, shall submit to the Nodal Agency, on the Execution Date an unconditional and irrevocable bank guarantee or FDR in prescribed

		format for amount equivalent to Rs 25,00,000/- (Rupees Twenty Five Lacs Only) in favour of "Chief Executive Officer, State Urban Development Agency, Chhattisgarh, from a Nationalized Scheduled Commercial Bank, in India as per format provided in Appendix III. If Performance Security is in the form of FDR, interest accrued on FDR will be passed to the bidder after end of the contract.	
11.	Contacts for further information	Shri R.K. Narang, Dy. CEO (Mission), SUDA	0771-2222402
		Dr. Nitesh Sharma ITO, SUDA	9584891234
		Shri Surender Mriga, SUDA	9407762007
12.	Format for RFP submission	Bidders must submit <ul style="list-style-type: none"> • An original and <i><one></i> additional copies of each proposal along with <i><one></i> copy of non-editable CD for all proposal except financial proposal • One original hard copy of the Commercial Proposal 	
13.	Scope of Work	<ul style="list-style-type: none"> • As per Clause 1.7 of this RFP. 	
14.	Project Description	<ul style="list-style-type: none"> • The bidders are advised to refer the Comprehensive Capacity Building Toolkit issued by Gol for concerned activity. 	

Consultancy Services for Preparation of Integrated City Plan including CB Plan.

Pursuant to the EoI No. 1003 dated 11.07.2014 issued by Chief Executive Officer, State Urban Development Agency, Chhattisgarh the proposals are invited from Qualified Short-listed Consultancy Firm / Organization / Institutes under Comprehensive Capacity Building Program for the above said consulting assignment.

1.1 Background Information

Here by request for proposals are invited from qualified short-listed consulting entity after evaluation of SUDA's EoI No. 1003 dated 11.07.2014

1.1.1 Basic Information

- a) State Urban Development Agency (SUDA) Chhattisgarh invites responses ("Proposals") to this Request for Proposals ("RFP") from Consulting agencies ("Bidders") for the provision of the consulting services as described in <Section 1.7> of this RFP.
- b) "Scope of Work" ("the Services") are as described in <Section 1.7> of this RFP. SUDA CG is the Nodal Agency for the CCBP Project.
- c) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

1.1.1 Project Background

1. *As per referred subject EoI of this procurement.*

1.1.2 Key Information

2. *As per referred subject EoI of this procurement.*

1.1.3 About the Department

3. *As per referred subject EoI of this procurement.*

1.2 Instructions to the Bidders

1.2.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this or the subject matter thereof.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Nodal Agency on the basis of this RFP
- c) 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 the Nodal Agency. Any notification of preferred bidder status by the Nodal Agency shall not give rise to any enforceable rights by the Bidder. The Nodal Agency may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Nodal Agency.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications except EoI process and documentation of subject procurement.

1.2.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the RFP non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP

1.2.3 Pre-Bid Meeting & Clarifications

1.2.3.1 Bidders Queries

- a. Nodal Agency shall hold a pre-bid meeting with the prospective bidders on Date & time at Address of the Venue indicated in Fact sheet .
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Name, Address, Fax and email id of the Nodal Officer as indicated in fact sheet. by post, facsimile or email on or before Date & time as indicated in fact sheet.
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

- d. Nodal Agency shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

1.2.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the SUDA (Nodal Agency) will endeavor to provide timely response to all queries. However, Nodal Agency makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Nodal Agency undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Nodal Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all prospective participants.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.

- e. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, Nodal Agency may, at its discretion, extend the last date for the receipt of Proposals.

1.2.4 Key Requirements of the Bid

1.2.4.1 Right to Terminate the Process

- a. Nodal Agency may terminate the RFP process at any time and without assigning any reason. Nodal Agency makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Nodal Agency. The bidder's participation in this process may result Nodal Agency selecting the bidder to engage towards execution of the contract.

1.2.4.2 Sending RFP Document to shortlisted bidders

- a. RFP document will be emailed and posted to all shortlisted organization of referred subject EoI in the address & email provided in the EoI proposal.
- b. Proposals received from non shortlisted organization shall be rejected.

1.2.4.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of Amount as indicated in Key Information & Event Schedule, in the form of FDR issued by any nationalized bank in favor of Chief Executive Officer, State Urban Development Agency, Chhattisgarh, payable at Raipur, and should be valid for 6 months from the due date of the RFP.
- b. EMD of all unsuccessful bidders would be refunded by Nodal Agency within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided by Nodal Agency.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity or if the bidder is non responsive during the further bid process
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

1.2.4.4 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criterion (Notice of Short listing issued by SUDA & signed and Sealed RFP document issued by SUDA) : in first envelope:-
 - Technical Proposal - (1 Original + <1> Copies +<1>CD) in second envelope
 - Commercial Proposal - (1 Original) in third envelope
- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated anywhere in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by <Nodal Agency> in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by <Nodal Agency> in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

1.2.4.5 Authentication of Bids

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

1.2.5 Preparation and submission of Proposal

1.2.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Nodal Agency to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Nodal Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2.5.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

1.2.5.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to <Nodal Agency> at the address specified below:

Addressed To	Chief Executive Officer
Name	State Urban Development Agency, Chhattisgarh
Address	4th Floor, D Block, Indravati Bhavan (HOD Building), Naya Raipur, Chhattisgarh, 492002
Telephone	0771-2222402, 2511740, 2510090
Fax Nos.	0771-2222409
Email ids	suda.mission@gmail.com
Last Date & Time of Submission	<Date> before <Time>

1.2.5.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Nodal Agency shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Nodal Agency reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

1.2.6 Deviations

The bidders would not be allowed to for the deviations at this stage. No correspondence in this matter will be entertained.

1.2.7 Evaluation process

- a. <Nodal Agency> will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b. The Tender Evaluation Committee constituted by the Nodal Agency 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.
- c. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.2.7.1 Tender Opening

The Proposals submitted up to Time on last Date as mentioned in fact sheet will be opened at Time on Date Time mentioned in fact sheet by officer authorized by Nodal Agency, 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 a letter of authority from the tendering firms to identify their bona-fide's for attending the opening of the proposal.

1.2.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

1.2.7.3 Tender Evaluation

- I. 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)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- II. All responsive Bids will be considered for further processing as below.
 Nodal Agency 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.

1.3 Criteria for Evaluation

1.3.1 Pre-Qualification Criteria

Short-listing of bidders has already been carried out through Expression of interest

1.3.2 Technical Qualification Criteria

Only Shortlisted Bidders, whose bids are responsive as per clause 1.2.7.3

1.3.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point a above).

Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \left\{ \left(\frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \right) \times 100\% \right\}$$

(Adjusted to two decimal places)

- c. Only fixed price financial bids indicating total price for all the deliverables and services Specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- e. Any conditional bid would be rejected
- f. 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".

1.3.4 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively, to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the Most Responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder
- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

1.4 Appointment of Consultant

1.4.1 Award Criteria

Nodal Agency will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

Nodal Agency 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 <Nodal Agency> action.

1.4.3 Notification of Award

Prior to the expiration of the validity period, Nodal Agency will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / selection process has not been completed within the stipulated period, Nodal Agency, 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's furnishing of Performance Bank Guarantee, Nodal Agency will notify each unsuccessful bidder and return their EMD.

1.4.4 Contract Finalization and Award

The Nodal Agency shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Evaluation to the proposed Project, as per the prevailing rules of GoCG.

1.4.5 Signing of Contract

After the Nodal Agency notifies the successful bidder that its proposal has been accepted, Nodal Agency shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Nodal Agency and the successful bidder.

1.4.6 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, in which event Nodal Agency may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the nodal agency shall forfeit EMD/SD of the most responsive bidder.

1.5 Fraud and Corrupt Practices

- a. The Applicants/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 Nodal Agency shall reject a Proposal without being liable in any manner whatsoever to the Applicant, 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 Nodal Agency shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Agency for, inter alia, time, cost and effort of the Nodal Agency, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of the Nodal Agency under Clause above and the rights and remedies which the Nodal Agency may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Nodal Agency 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 LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Nodal Agency during a period of project execution from the date such Applicant or Consultant, as the case may be, is found by the Nodal Agency 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “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 Nodal Agency who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, 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 Nodal Agency, 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Nodal Agency in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “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;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Nodal Agency 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
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

In addition to the above the bidders are required to sign and submit the Integrity Pact issued by the GoCG (Appendix- IV) with their proposal.

1.6 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Agency shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Agency for, *inter alia*, the time, cost and effort of the Nodal Agency including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the <Nodal Agency> hereunder or otherwise.
- b. The Nodal Agency requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Nodal Agency’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 Nodal Agency.

- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. 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 others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. 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 Nodal Agency 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
 - v. 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;
- d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to 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 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the Nodal Agency in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Nodal Agency where the conflict of interest situation does not arise.
- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Nodal Agency as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Nodal Agency shall, upon being notified by the Consultant under this Clause, 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.

1.7 Scope of Work

1.7.1 Consultancy Services for the Preparation of Integrated City Plan including CB Plan for the State.

1.7.1.1 Background:

The 74th Constitutional Amendment Act has set up a new trend in the process of decentralization and Urban Governance in India. With the enactment of the legislation, Urban Local Bodies in the country have acquired a statutory status. Municipalities have become the principal representative platform for the urban population in the country. About 70,000 elected representatives with one third of them women have come into the urban political mainstream. The initiative ensures efficient, transparent and accountable management of urban settlements and provides for sustainable urban and regional development. It ensured a partnership in which national, state and local governments and the citizens at large have the widest possible space to decide, initiate and innovate.

The 74th Constitutional Amendment Act also places twin task of **efficient Service Delivery** and **responsive governance** in Urban Local Bodies. The urban management tasks involve Town Planning, Land-Use Planning, Development Plan, Water Supply, Sanitation and Solid Waste Management and the provision of various other services and amenities. In the twin roles which the local governments play, sufficient scope has been created for public private participation, for advocacy and action roles of citizen groups so that the local governments may at once, be responsive and responsible to the citizens' needs and aspirations.

Despite the implementation of 74th CAA, the status of service delivery and the task of governance in municipalities continue to be weak. Strengthening Urban Local Governments through capacity building and better financial management is identified as a key strategy for the urban development in the 11th plan. The plan identifies lack of skilled Man Power as one of the key concerns and recommends setting up of an apex agency to coordinate the activities of national and state level training institutions.

Administrative Reform Commission has also proposed Urban Governance Capacity Building programme in order to address capacity gaps in Urban Local Bodies. Ministry of Urban Development has under taken several initiatives under JnNURM to augment the capacity of Urban Local Bodies. However, the Small and Medium Towns lacking provision of JnNURM as it is meant for metros and large cities. Hence the new scheme of Capacity Building for Urban

Local Bodies proposed by the Ministry of Urban Development would be supportive to the small and Medium Towns to build their capacity and to fill the gaps in the specific capacity.

1.7.1.2. Chhattisgarh Context:

1.7.1.2.1. Chhattisgarh was formed as a separate State on November 1, 2000. It was carved out of Madhya Pradesh. The State had a population of 20.2 million in 2001. It is estimated that the current population is around 25 million. The urban population in 2001 was 3.7 million, representing 18.32% of total population. Today, it is estimated to be 5.7 million, representing 23% of the total population. Around half of the urban population is poor and in receipt of benefits under the Government welfare schemes.

1.7.1.2.2. There was a steep expansion in the number of ULBs after the State was formed. Today there are altogether 169 ULBs. The spread of these, category-wise, is as follows:

Category	2001	2010	2014
Municipal Corporations	6	10	12
Municipalities	20	33	44
Nagar Panchayats	49	126	113
Total	75	169	169

1.7.1.2.3. Raipur is the only Mission City under JnNURM in Chhattisgarh. However, altogether 19 ULBs are implementing one or more projects under JnNURM. There are altogether 26 JnNURM projects under implementation.

1.7.1.2.4. Of the 19 ULBs involved in JnNURM projects, 7 are Corporation towns and 12 are Municipalities. The number of Non-JnNURM towns, category-wise, is as follows:

Category	Total	JnNURM Related	Non-JnNURM
Corporation Towns	12	07	05
Municipalities	44	12	32
Nagar Panchayat	113	-	113
Total	169	19	150

1.7.1.2.5. The JnNURM-related ULBs are beneficiaries under other programs for capacity building. They are included from the purview of the present proposal. The present

proposal is restricted to all ULBs. In particular, the focus of training and other activities under this proposal will be on the 12 Corporation towns 44 Municipalities and 113 Nagar Panchayat.

- 1.7.1.2.6. Training has to be provided in the target ULBs to (a) elected representatives (b) ULB functionaries and servants, and (c) to local community-based organizations (CBOs). However, since training of elected representatives is proposed under a separate scheme of GOI-MoUD, the present proposal is limited to ULB functionaries and representatives of CBOs.

1.7.1.3. Capacity Gaps at Local Level:

- 1.7.1.3.1. The training needs of the non-JnNURM ULBs were assessed. These needs and the gaps in their capacities are essentially the same as in the case of the JnNURM ULBs. The difference, if any, is in degree, not kind.

- 1.7.1.3.2. The focus areas for capacity building in the target ULBs were found to be the following:

- Need for improved knowledge of the Municipal laws and provisions, and the scope and range of responsibilities come upon them subsequent to 74th CAA.
- Need to migrate to accrual-based, double-entry system in accounts.
- Need to optimize local revenue resource base.
- Need to understand proper ways of effective revenue administration.
- Need to understand the components of a project for proper project formulation.
- Need to improve the urban environment, especially insofar as it relates to proper and effective solid waste management and sewerage.
- Need to orient the ULBs towards and to train them for the regime of user charges.
- Need to sensitize & orient the ULBs towards focus on basic services to the urban poor.
- Need to train the ULBs for tapping public involvement in local projects.
- Need to train ULBs on the importance of and the ways and means of ensuring community participation in management of local affairs.
 - Need to orient and train ULBs in matters relating to transparency in administration as envisaged in the Right to Information law and the Public Disclosure Law.
 - Need for improved understanding of the concept of service level benchmarking.

- Need for better appreciation of the importance of transparency in urban administration and governance.
- Need for improved clarity regarding e-governance.

1.7.1.3.3. An important field where capacity building is required in the target ULBs relates to equipping them to effectively achieve the goals set forth in the national sanitation policy.

1.7.1.3.4. Since e-governance requires a vaster scope of hardware and capacity building inputs, this will be addressed generally to orient the ULBs. Wherever feasible, it will go beyond mere orientation.

1.7.1.3.5. The number of potential trainees in the target ULBs including **Functionaries, CBOs & Public Representatives is around 19598.**

1.7.1.4. Proposed activities to be covered under CCBP:

S.No	Activities	Suggested Areas
1.	Establishment of State Reform and Performance Management Cell (RPMC)	<ul style="list-style-type: none"> • Enhance the Capacity of State department and State Level Nodal Agency (SLNA) • The State level RPMC is meant to be a technical unit supplementing and enhancing the existing skill mix of the ULBs in the State.
2.	Establishment of City Reforms and Performance Management Cell (RPMC)	<ul style="list-style-type: none"> • Enhance the Capacity of City Level ULBs • The City level RPMC is meant to be a technical unit supplementing and enhancing the existing skill mix of the ULB in the State.
3.	Strengthening of State Administrative Training Institutes (ATIs) through establishment of Urban Management Cell	<ul style="list-style-type: none"> • Making availability of team of Urban Resource faculty for regular in house training. • Strengthening in house training programmes.
4.A	Addressing specific capacity gaps in ULBs through Training Module Development, Residential/ Non Residential Trainings	<ul style="list-style-type: none"> • Preparation of State level policy/guideline on Public private partnership in Municipal Governance. • Modules on PPP for Capacity Building of Municipal Stakeholders and community at large. • Preparation of tool kit to apply the service level

	Developing Training Modules	performance parameters identified on five basic urban services.
4.B	Addressing specific capacity gaps in ULBs through Training Module Development, Residential / Non Residential Trainings Training Programme (Residential)	<ul style="list-style-type: none"> • TOT programme for ULBs including identification of panel of experts for implementation on Mandatory reforms on Municipal Accounting, E-Governance, Property tax, User Charges and basic Service for the poor. • Training to Municipal authorities to enter in to PPP in Municipal Service Delivery. • Training to ULBs Staff on Project Management/ Contract Management issues. • Training to ULB staff on the preparation of structured detailed project reports. • Awareness training to Citizens reforms and Municipal Services as per the IEC materials developed. • Executive training on Urban Management for all Mayors and Ward Members. • Special training to women elected Representatives in the light of new reservation policy of 33%.
4.C	Addressing specific capacity gaps in ULBs through Training Module Development, Residential / Non Residential Trainings Training Programme (Non-Residential)	<ul style="list-style-type: none"> • Training to ULBs Staff on Urban reforms. • Training to Municipal authorities to enter in to PPP in Municipal Service Delivery. • Training to ULBs newly appointed engineers on Urban Technical Management. • Training to Municipal authorities on Solid Waste Management • Training on Assessment of Standardized Service Level Benchmarking based on Impact assessment to ULBs authorities. • Training on City Development plan for the Official of Nagar Panchayat. • Training to Municipal authorities on Basic Service to Urban poor and 7 point charter.

		<ul style="list-style-type: none"> • Training to ULBs Staff on Managing Slums and Housing for Urban Poor. • Training to ULBs Accountants on Basic Elements of Municipal Accounts and Audit.
4.D	Addressing specific capacity gaps in ULBs through Training Module Development, Residential / Non- Residential Trainings Workshops	<ul style="list-style-type: none"> • State Level workshops to finalize the draft PPP policy and preparation of final version of PPP Guideline. • State level consultation workshop to finalize the IEC • State Level workshop for preparation of training Modules.
5.	Exposure Visits	<ul style="list-style-type: none"> • To study the best practices in other states to capitalize the initiatives under development schemes under JnNURM, UIDSSMT..etc. • To gain a hands on exposure to different innovative and new areas of intervention. • To motivate the urban stakeholders to have an attitudinal change towards developing a progressive and positive strategy of development. • 20 Visits planned for 600 officials, each visit would be of 7 days to Tamilnadu, Maharastra, Gujarat etc.
6.	Research studies / Impact Assessments	<ul style="list-style-type: none"> • Impact Assessment of standardized services, Pro poor Budget, E-Governance and Public disclosure law of 10 ULBs. • Capturing data regarding the quantity, quality and level of services as per the template. • Analysis of Performance Indicators as described in the SSLB • To take corrective action for performance improvement • Inter State Study Visits on Best practices based on Impact Assessment for 180 ULB authorities.
7.	Development of IEC Materials	<ul style="list-style-type: none"> • Develop IEC Materials for the Communication campaign and awareness on reforms and services to citizens • Designing IEC materials related to Property tax, Public Disclosure, Bench marking of services, Reforms and Community Participation

8.	Development of Guidelines, training and transaction advisory support for PPP projects.	<ul style="list-style-type: none"> • To come up with a state level policy / guidelines on Public Private Partnership in Municipal Governance. • To develop learning materials on PPP for capacity building of Municipal Stakeholders and community at large. • To build the capacity of Municipal authorities to enter in to PPP in Municipal Service Delivery, infrastructure development and E – governance.
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1.7.1.5. Requirements for developing CB plan

Capacity Building Plan should adhere to the following requirements:

1. Holistic CB plan

Capacity building programmes for ULB and State should adopt a holistic approach and should take into account the entire requirements for the functioning of a ULB rather than developing standalone capacity building plan.

2. CB programme to be guided by a given framework

The capacity building programmes should be guided by the development priorities of the ULBs. The CDPs, Master Plan and development plans can act as the reference documents for indentifying priorities for the same.

3. Objectives of CB activities should be clear and measurable

Capacity building programmes should be aimed at achieving certain pre-determined level of capacity and skills for the ULBs in general and for the personnel in particular in which the ULBs should be able to function on its own. A set of parameters to assess the progress and impacts of the CB activities for the ULB should be provided. *The State CB plan should also contain performance indicators to monitor and evaluate progress of CB activities.*

4. Need for co-ordination

The capacity building programmes should be implemented in co-ordination with different training

and research institutions in the State so as to avoid duplication of training and capacity building programmes.

5. Develop Monitoring mechanism

A mechanism for the monitoring and evaluation of capacity building activities proposed should be developed.

6. Output oriented

Outputs express the desired qualities of the CB activities. They are the intended results of the Capacity Development Programme. They can also be easily used as milestones of what has been accomplished at various stages during the life of the program.

7. Follow up programme

The proposal for capacity building programmes should include a **post plan of action** which will help to integrate and apply the learning's into the everyday work of the Staff. The **post plan should be made for each activities proposed** in the CB proposal. The post plan of action should include the following points:

- Specific actions to be taken in the next (specify the time frame) to try out some of these new skills and insights
- Obstacles that might keep the individuals from actually doing the learning's, and
- Strategies to get around those obstacles.

1.7.2. Key deliverables

- Induction report covering detailed Methodology, sample size, work plan, man power deployment schedule etc. Must be submitted. After approval of Induction report detailed plan should be prepared.
- **The CB Plan in-depth for State and City (10 RPMCs) along with broad plan for other 159 ULBs should be prepared for four years with yearly targets (Physical & Financial).**

While Preparing the CB plan for 10 RPMCs, the Audio Video and other documentary evidences must be submitted regarding TNA and other activities performed.

- **Integrated City Plan for 10 RPMC Cities including CB Plan.**
- **NOTE:** For further details, the bidders are advised to refer the **Comprehensive Capacity Building Toolkit** issued by Gol.

1.7.3. Timelines

Comprehensive CB-Plan is to be submitted in 30 days.

Integrated City plan for 10 RPMCS cities must be submitted within 6 months from issue date of work order.

1.7.4. Reporting

The consultant will report to Nodal officer CCBP or any person designated for the task on all deliverables at agreed timelines.

1.7.5. Payment Mile stone

Following deliverables based payment will be released

Phase 1:- CB PLAN (20 % of Agreement Value)

Approval of Induction report covering detailed Methodology, sample size, work plan, man power deployment schedule etc..	10%
Submission of CB Plan	20%
Acceptance of CB Plan by SUDA	30%
Approval of CB Plan by Gol	40%

Phase 2:- Integrated City Plan for 10 RPMC Cities (80 % of Agreement Value)

Submission of Draft Integrated City Plan for 5 RPMCs	10%
Submission of Draft Integrated City Plan for 5 RPMCs	10%
Acceptance of CB Plan by SUDA	30%
Approval of CB Plan by Gol	30%
After Completion of Project	20%

Payment Terms & Conditions

- a. The taxes would be paid as extra at the prevalent rates.
- b. No out-of-pocket expenses would be reimbursed
- c. Penalty: - Every week of delay will attract of penalty of 1% up to maximum of 10 % of the value of that assignment.

1.7.6. Performance Security

Successful bidder before entering into agreement must submit performance security in to the manner specified below:-

- The successful bidder, shall submit to the Nodal Agency, on the Execution Date an unconditional and irrevocable bank guarantee or FDR in prescribed format for amount equivalent to Rs 25,00,000/- (Rupees Twenty Five Lacs Only) in favour of “Chief Executive Officer, State Urban Development Agency, Chhattisgarh, from a nationalized bank, in India as per format provided in annexure (“Performance Security”). If Performance Security is in the form of FDR, interest accrued on FDR will be passed to the bidder after end of the contract
- The bidder shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Total Contract /Project Period (“Validity Period”)
- Performance security in the form of bank guarantee shall be provided for the period of two years subject to renewal, such renewal should be made before 15 days from the date of expiry.
- The Nodal Agency shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part In relation to Event of Default by the bidder in accordance with the terms contain in RFP and agreement.
- At any time during the Validity Period, the Performance Security has either been partially or completely been en-cashed by the Nodal Agency in accordance with the provisions of Agreement. The Bidder shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Nodal Agency shall be entitled to terminate Agreement.
- On termination of project Agreement, the Performance Security shall be returned to the Bidder, subject to any deductions which may be made by the Nodal Agency in respect of any outstanding dues under contract.
- An amount of five percent shall be deducted from each payment made to the firm/agency during the complete tenure of consultancy and retained as Additional

Performance Security which shall be returned after satisfactory completion of the services and submissions of requisite deliverables.

1.8 Change Request

The following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work
- b. Any changes in the deliverables post approval by the client
- c. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible.

Appendix I: Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting RFP Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms :

Forms to be used in responsiveness analysis of Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

Form 4: Letter of Proposal

Form 5: Team Composition and their Availability

Form 6: Curriculum Vitae (CV) of Key Personnel

Form 7: Deployment of Personnel

Form 1: Compliance Sheet for Responsiveness of Proposal

(The proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
7	Short listing confirmation	<i>Nodal Agency Letter</i>	Yes / No	
8	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
9	Signed RFP		Yes / No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

To,

Chief Executive Officer
State Urban Development Agency, Chhattisgarh
4th Floor, D Block, Indravati Bhavan (HOD Building),
Naya Raipur, Chhattisgarh, 492002
Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409
E-mail:- suda.mission@gmail.com

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all men by these presents that WE << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (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 <<insert 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 for failure to respond 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 upto <<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:

Form 4: Letter of Proposal

To:

<Location, Date>

Chief Executive Officer
State Urban Development Agency, Chhattisgarh
4th Floor, D Block, Indravati Bhavan (HOD Building),
Naya Raipur, Chhattisgarh, 492002
Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409
E-mail:- suda.mission@gmail.com

Subject: Submission of the bid for **Consultancy Services for Preparation of Integrated City Plan including CB Plan.**

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the <Nodal Agency> on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 5: Team Composition and their Availability

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

Form 5.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 5.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment
Name of the Resource			

(Any information withheld / misrepresented, would establish the <Nodal Agency> would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 6: Curriculum Vitae (CV) of Key Personnel

-
1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
 2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
 3. **Name of Staff** [*Insert full name*]: _____
 4. **Date of Birth:** _____ **Nationality:** _____
 5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
 6. **Total No. of years of experience:** _____
 7. **Total No. of years with the firm:** _____
 8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** _____

 9. **Certifications and Trainings attended:** _____

 10. **Details of Involvement in Projects** [*only if involved in the same*]: _____

 11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
 12. **Membership of Professional Associations:** _____
 13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]: _____

From (Year):

To (Year):

Purchaser:

<p>14. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Purchaser: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p>
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I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of staff member or authorized representative of the staff)

Date: _____
Day/Month/Year

Full name of Authorized Representative: _____

Form 7: Deployment of Personnel

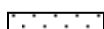
No	Name of Staff	Deliverables Involved	Staff input in Weeks (in the form of a bar chart)				Total Staff man-Months Proposed	
			1	2	3	4	Total	
1								
2								
3								
N								
							Total	

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2. Weeks are counted from the start of the assignment.



Full time input



Part time input

Appendix II : Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

To:

<Location, Date>

Chief Executive Officer

State Urban Development Agency, Chhattisgarh

4th Floor, D Block, Indravati Bhavan (HOD Building),

Naya Raipur, Chhattisgarh, 492002

Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409

E-mail:- suda.mission@gmail.com

Subject: Submission of the Financial bid for **Consultancy Services for Preparation of Integrated City Plan including CB Plan.**

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <<Title of consulting 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 OPEs, Miscellaneous expenses & Service taxes.

I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.

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.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Commercial Bid Template**Summary of Costs**

S. No.	Costs	Amount(s) Currency (Indian National Rupees)
1	Total Amount of Financial Proposal (A)	
2	Service Tax (Applicable rate (B))	
	Total (A+B)	

Appendix III: Performance Bank Guarantee (BG for Performance Security)

To,

Chief Executive Officer
State Urban Development Agency, Chhattisgarh
4th Floor, D Block, Indravati Bhavan (HOD Building),
Naya Raipur, Chhattisgarh, 492002
Phone 0771-2222402, 2511740, 2510090 Fax 0771-2222409
E-mail:- suda.mission@gmail.com

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all men by these presents that WE << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (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 <<insert date>>

THE CONDITIONS of this obligation are:

3. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
4. 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 for failure to respond 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:

- IV. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- V. This Bank Guarantee shall be valid upto <<insert date>>)
- VI. 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:

Appendix IV: 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:

Department.....

Date:

WITNESS

WITNESS

1

1

2

2