

**E-bid document**

**Request for Proposal**

**for**

**Selection of Auditor for Conducting Internal Audit for Mela Authority**

**Issued by:**

Meladhikari, Kumbh Mela

Prayagraj Mela Authority,

Triveni Bandh, Daraganj, Prayagraj -211006,

Uttar Pradesh

## **Disclaimer**

This Request for Proposal (RFP) document for **Selection of Auditor for Conducting Internal Audit for Mela Authority** (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the **Prayagraj Mela Authority, Prayagraj, Uttar Pradesh (hereinafter referred to as the "Client")** 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 them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Client or any of its employees or existing advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document. The Client reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Client may deem fit without assigning any reason thereof.

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

Information provided in this RFP to the Bidder(s) is 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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## 1. Data Sheet

1	Name of the Bid	<b>Selection of Auditor for Conducting Internal Audit for Mela Authority</b>
2	Time-period of contract	6 Months
3	Method of selection	Quality and Cost Based Selection (QCBS)
5	Earnest Money Deposit (EMD)	Refundable amount of INR 50,000/- (Fifty Thousand only) (Through RTGS/NEFT Only)
6	Performance Guarantee	5% of the contract value awarded to the bidder
7	Exemption to MSME/Startups	Not Allowed
8	Financial Bid to be submitted together with Technical Bid	Yes
9	Name of the Client's official for addressing queries and clarifications	Meladhikari, Kumbh Mela, Prayagraj Mela Authority, Triveni Bandh, Daraganj, Prayagraj -211006, Uttar Pradesh Email: <a href="mailto:mahakumbh25@gmail.com">mahakumbh25@gmail.com</a> Telephone No./Mobile: +91 5322500775 / +91532 2504011
10	Proposal Validity Period	180 days from the proposal due date (PDD)
11	Proposal Language	English
12	Proposal Currency	INR
13	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	10.10.2024
	Last date of receiving queries	25.10.2024, 17.00 Hrs (IST)
	Representation	As per GeM
	Client response to queries	As per GeM
	Proposal Due Date (PDD)	25.10.2024, 17.00 Hrs (IST)
	Bid Start Date	10.10.2024
	Bid End Date	25.10.2024, 17.00 Hrs (IST)
	Opening of Technical Bids	25.10.2024, 17.30 Hrs (IST)

	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
14	Signing of Agreement	To be communicated
15	Consortium to be allowed	No
16	Sub-contracting is allowed	No
17	Account details	Bank branch details: Prayagraj Mela Pradhikaran, Allahabad Account No – 50434426422 IFSC Code – IDIB000C629 Bank Name: Indian Bank, Civil lines, Prayagraj

## **2. General Information**

Prayagraj hosts the world's largest religious human congregation - the Kumbh Mela. Prayagraj Mela Authority (PMA), under guidance from Govt. of Uttar Pradesh, is the nodal agency responsible for planning, setting up and execution of the Maha Kumbh Mela 2025.

As part of the comprehensive Mela management, the Authority has the responsibility to host user friendly, accessible, and safe mela for all visiting pilgrims and delegates. The Authority intends to select an agency for conducting an internal audit of all activities and functioning undertaken by the Authority.

The Authority invites Technical and Financial Bids from interested Bidders (the "Proposals") for "Selection of Auditor for conducting internal audit for Mela Authority" on contractual basis. The Authority intends to select the Bidder through an open competitive process in accordance with the procedure set out herein.

The Request for Proposal (RFP) document can be downloaded from GeM Portal.

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

### 3. Terms of reference

The Prayagraj Mela Authority, established under the Uttar Pradesh Act No.-5 of 2018, is responsible for the management of the Magh Mela, Kumbh Mela, and Maha Kumbh Mela in Prayagraj. The Authority has initiated worthy projects and aims at organizing Maha Kumbh with various developmental initiatives. To ensure the highest standards of transparency, efficiency, and regulatory compliance, the Authority seeks to appoint a Comptroller and Auditor General (CAG) empanelled auditor to conduct a pre-audit of all projects, with a focus on sanitation and tentage for the upcoming Maha Kumbh 2025.

The Authority has undertaken tentage and sanitation projects worth ₹604.67 crores (attached as *Annexure 1*), encompassing the organization of Maha Kumbh and various developmental initiatives in Prayagraj. It seeks to hire a Comptroller and Auditor General (CAG) empanelled auditor to conduct a pre-audit of all sanitation and tentage projects undertaken by the Mela Authority. The auditor will be responsible for ensuring that all financial and procedural aspects of the said projects adhere to the highest standards of transparency, efficiency, and compliance with all applicable regulations.

The auditor will follow a systematic and methodical approach to carry out the tasks. Each step must involve a detailed review of documents, meetings, and financial transactions. The auditor will maintain a detailed record of all findings and recommendations, which will be communicated to the Mela Authority for appropriate action.

The auditor will also ensure that the principles of fairness, transparency, and accountability are upheld throughout the tendering and project execution processes. Regular reports will be provided to the Authority to facilitate timely decision-making and corrective measures, if necessary.

The ultimate goal of the auditor's work shall be to contribute to the successful and efficient execution of these projects ensuring that they are documented and completed on time, within budget, and to the satisfaction of all stakeholders.

**Note - Scope of the Project can be increased/decreased by 10% of the audited projects without any additional cost implication.**

The Auditor must adhere to the following steps in evaluating every procurement:

#### 1. Bidding Process of the Prayagraj Mela Authority Projects (Tentage and Sanitation)

##### a. Eligibility and Technical Evaluation Process

- i. Verify, whether tendering procedures w.r.t duration of tender, advertisement publishing timelines, medium of advertisement are in line with Uttar Pradesh Procurement Guidelines based on the type of tender, cost and call.
- ii. Review the scope of work in line with the terms of reference sanctioned to be undertaken by the department and check for any perceived discrepancies with any other scope of work or any overlaps or dependencies.
- iii. Scrutinize the minutes of the RFP invitation meeting to confirm that all procedures were followed and highlight discrepancies, if any.
- iv. To verify that all prebid queries are addressed adequately through the uploaded response to queries and corrigendum in the Minutes of Meeting (MoM) for Prebid Queries Responses.
- v. Review the MoM of the pre-bid meeting to ensure that all bidder questions were answered transparently and effectively.
- vi. To audit the technical evaluation process and ensure that the technical meeting MoM and noting reflects a fair and thorough assessment.
- vii. Check whether each technical evaluation is backed by an evaluation report and the final evaluation is in line with the recommendations of the report. In case of deviations, check if there is any special approval sought for the said deviation and highlight in case of any discrepancies.

- viii. Verify, whether all procedures for QCBS tenders such as informing eligible bidders about their technical score before opening of financial bids have been followed.

**b. Financial Evaluation**

- i. Assess the methodology used for financial evaluation and its adherence to the predefined criteria.
- ii. Confirm that the financial evaluation MoM accurately represents the bid scoring and selection process.

**c. Award of work/ letter of selection**

- i. To audit the decision-making process leading to the selection and awarding of contracts and check if the end-to-end process is well documented.
- ii. Review the MoM to ensure that the selection process was competitive, fair, and in line with the Authority's policies.
- iii. Validate the issuance of the Letter of Selection and Letter of Award to the successful bidder(s).
- iv. To check whether the letter of award was issued within the bid validity period.

**2. Evaluation of Implementation Process of Prayagraj Mela Authority Projects (Tentage and Sanitation)**

- a. To verify that the contract signing and onboarding process is executed as per the terms agreed upon in the RFP and the Letter of Award.
- b. Verify, the value, validity and form of Security Deposits of each Contract
- c. Ensure that the contract includes all necessary clauses and provisions for accountability, performance and relevant Service Level Agreements
- d. Confirm that the signing of the contract is properly documented and authorized.
- e. To audit the process of releasing running bill payments to contractors and ensure compliance with contract terms.
- f. Monitor the submission and approval of running bills for work completed.
- g. Verify that payments are released in accordance with the progress of the project and contractual milestones.
- h. Check if due approvals are in place for approval of extra items and excess savings statements with each RA Bill.
- i. Check if Third party auditor reports with bill certification is accompanying each RA Bill.
- j. To audit the final bill payment process accurately and ensure that all project deliverables have been met before the release of the final payment.
- k. Review the completion of the project against the contract deliverables.
- l. Confirm that the final bill reflects all work completed and is in line with the contract terms.
- m. Check if any defective works were identified within the DLP, and such works were executed under the risk and cost of the implementing agency.

**3. Evaluation of Completion Reports of Projects (Sanitation and Tentage)**

- a. To audit the issuance of the Completion Certificate, signifying the satisfactory completion of the project.
- b. Verify that the Completion Certificate is issued only after thorough inspection and approval of the completed work.
- c. Ensure that all contractual obligations have been fulfilled before the certificate is granted.

### 3.1 Team Composition

The following team composition to be provided in the Bidder's Proposal by the bidder

#	Key Professionals	Description of Services to be provided	No. of Resources	Qualification / Experience
1	Audit Manager	Overall coordination, & planning, team leadership, reporting, liaison with client	1	Qualified Chartered Accountant with at least 10 years experience in the area of internal audit planning, execution and reporting to government client.
2	Audit Team Leader	Responsibility to lead the audit teams in the field, planning and execution of the audits, conduct discussion with the client and report writing and finalization.	1	Qualified Chartered Accountant with at least 5 years experience in the area of internal audit planning, execution and reporting to government client.
3	Team Members	Field level audit of line departments including physical verifications of activities/ assets.	2	Qualified Chartered Accountant with at least 2 years experience in internal audit to government client with ability to lead team and interact with senior level Government officials.
#	Total		<b>4</b>	

### 3.2 Payment schedule and Timelines

The Selected Bidder will be paid stage-wise stipulated percentage of the contract value and payment shall be made based on the following schedule 1:

S. No	Deliverable Timeline	Payment %	Submission Date*
Stage 1	On approval of Audit Reports related to the bidding process of Projects	34%	Within 15 days from the receipt of the work allocation.
Stage 2	On Approval of Audit Report related to implementation stage of the Projects	33%	Within 15 days from the receipt of the work allocation.
Final Stage	On Approval of the Final Audit Reports of the Projects	33%	Within 15 days from the approval of the second stage.
	<b>Total :</b>	<b>100%</b>	

**Schedule 1**

**Note- Submission Date- Subject to Client's discretion.**

1. Once the report/process/assignment/project has been approved at the competent level the selected bidder shall submit an invoice and supporting documents to the Authority. The Authority shall have the right to verify the invoice along with supporting documents.
2. Based on the verification, the Authority shall make all efforts to make payments to the Bidder within 10 days of receipt of invoice(s) and all necessary supporting documents.
3. All Payments shall be made in Indian Rupees Only.
4. All payments agreed to be made by Authority to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied / applicable except GST to be paid as per actuals.
5. Bidder shall perform all the activities related to the Mela Authority, Prayagraj as communicated by the Authority Itself. No extra payment/ invoice shall be generated for that work.
6. In the event of Authority noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder.
7. The Bidder shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Authority or the Bidder.
8. All payments to the Bidder shall be subject to tax deductions at source under Income Tax Act, other taxes, and deductions as provided for under any law, rule, or regulation. In addition, all costs, damages, or expenses which Buyer may have paid or incurred, for which under the Contract's provisions, the Bidder is liable, Authority shall deduct the same from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Buyer to the Bidder on a chargeable basis.

**3.3 Review and monitoring of the Bidder's work**

The Authority will verify/review all the reports submitted by the auditor and release the payment only after regular monitoring of completion reports. No payments shall be released prior to the approval of the Authority.

#### 4. Eligibility criteria

The Bidders must carefully examine the below mentioned Eligibility Criteria. The Bidder has to meet all the Eligibility criteria set out in this clause to be eligible for financial evaluation. The Bidder must meet all the Eligibility criteria set out in this Clause to qualify as Eligible Bidder.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder should be a CA/CMA firm registered under ICAI - The Institute of Chartered Accountants of India. True copy of its Good and Service Tax (GST) registration certificate and CAG empanelled Firm Certificate must be attached.  Declaration regarding capability of registration of 12AB/80G	CA Registration certificate, GST certificate, and CAG Empaneled Certificate
2	<b>Financial Capacity</b> The Bidder should have Average Annual Turnover of INR 75 lakhs in last six financial years or last three financial years.  Financial Years to be considered are:  2018-19; 2019-2020; 2020-21; 2021-22; 2022-23; 2023-24.  Note: The Bidder shall provide Audited financial statements of minimum 3 Financial years ending 31st March 2024 as the case may be. In case of unavailability of Audited statements for FY 2023-24, the Bidder may submit provisional Turnover Certificates Certified by CA.	Form 2 and Audited Financial statements
3	The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory Authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	Undertaking as per Form 6
4	The Bidder should, over the past 6 financial years ending 31st March 2024 preceding the Proposal Due Date, have completed at least one govt. project with minimum value of Rs.25 lakhs as reflected in single or multiple work-orders (Maximum-3) of providing tender evaluation services to government agencies.	Form 3 Work Orders/completion certificates
5	The Bidder should at least have an experience of one project on GST Registration & Compliance Services and two projects on Internal Audit.	Form 3 Work Orders/completion certificates

Supporting documents for eligibility criteria: -

1. The firm must submit a self-attested copy of certificate of Institute of Chartered Accountants of India with respect to its constitution.
2. The firm must submit a copy of the Audited balance sheet and Accounts, ITRs for the last three financial years as mentioned.
3. The firm shall submit a declaration for no of years in existence and certificate from ICAI with respect to its constitution.
4. Any firm not qualifying these minimum criteria need not apply and their proposal shall be summarily rejected
5. Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters/details, then respective criteria/clauses of the uploaded Scope of Work/T&C/PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

#### 4.1 Technical Evaluation

#	Eligibility Conditions	Maximum Marks
1	Number of partners (Partners should necessarily be a member of Institute of Chartered Accounts / Cost Accountants of India (CA/ CMA)) (5 marks for each CA / CMA Partner)	15
2	The Bidder must have adequate staff to undertake work. The staffs include staff, Articles, Audit clerks and semi qualified personnel. The Marking shall be: 1-4 staff (2 marks) 5-10 staff (4marks) 11-15 staff (6 marks) More than 15 staff (10 marks). • Should be an employee of the firm for at least 2 years, Appointment letter of employee shall be attached along with the Technical Bid.	10
3	Projects relating to Tender Evaluation or Internal Audit in a Government Agency during Last 3 Years (2020-21, 2021-22 and Till Date of advertisement (2.5Mark per Agency) (Maximum 4 Projects)	10
4	Average Annual Turnover in the past three/six financial years, Financial Years to be considered are: 2018-19; 2019-2020; 2020-21; 2021-22; 2022-23; 2023-24. a) $\geq$ INR 50 Lakhs $\leq$ 75 Lakhs - <b>10 Marks</b> b) $>$ INR 75 Lakhs $\leq$ 85 – <b>12.5 Marks</b>  More than INR 85 Lakhs - <b>15 Marks</b>	15
5	The Bidder should, over the past 6 financial years ending 31st March 2024 preceding the Proposal Due Date, have completed at least one govt. project with minimum value of Rs.25 lakhs as reflected in single or multiple work-orders (Maximum-3) of	30

#	Eligibility Conditions	Maximum Marks
	providing tender evaluation services to government agencies.) (5 marks for each assignment/order, maximum 04 assignments)	
6	Adequacy and Quality of the proposed Methodology and Work Plan alongside team composition  (Note- The client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of experts).	20
#	Total Marks = ST (Score Technical)	100

1. Only those bidders who qualify all Pre-Qualification/Minimum Eligibility Criteria requirements shall be qualified for technical bid evaluation.
2. The Tender Committee (TC) reserves the right to reject a Service in case the offered service does not match the technical requirements/ objectives specified in Technical Bid – Buyer’s Requirements.
3. The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/ mandatory technical requirements, and the scope of work as defined in this RFP.
4. Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms, conditions, and work scope shall be rejected and shall not be considered for further evaluation. Bids that are technically compliant would only be taken up for financial evaluation.
5. Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. However, Authority reserves the right to summarily reject any bid which does not contain all the mandatory supporting document or may ask the bidder to resubmit documents, the decision of Buyer shall be final and binding in this regard.
6. A score would be given to each bidder by Tender Committee based on the scoring criteria.
7. Bids that are technically qualified would only be taken up for financial evaluation.
8. Authority reserves the right to disqualify any bidder based on any relevant criteria, and its decision is final.
9. The Bidder should submit following documents as a documentary proof:
  - a. In case of Completed Projects: Firm should submit Copy of Work Order / Contract Agreement and any document justifying the completion of the assignment from the client.
  - b. In case of Ongoing Projects: Firm should submit Copy of Work Order / Contract Agreement and Self-Certification.
10. The bidder reserves the right to renegotiate any terms (Price / Technical) further with the successful Bidder.

11. Technical Bids shall then be evaluated for the following broad parameters. The Bidders should have the following criteria for participating in the tender. The Bidders should enclose documentary evidence for fulfilling the following Evaluation Criteria. The technical committee consisting of members from State department will evaluate the bidders those who had qualified in the previous Minimum Eligibility criteria/Pre-qualification Criteria.
12. The minimum qualifying mark is 70% on technical evaluation. Only those bids which have a minimum technical score of 70 of total marks as in table above shall be considered qualified. However, the Authority reserves the right to lower the minimum required marks.
13. Quality and Cost based Selection (QCBS) – 70:30 (Technical: Financial).
14. The score of the Service Providers will be given by Authority or a committee constituted. The Authority will provide marks and submit in the GeM system.
15. The Bidder has to submit the clarifications / additional particulars through GeM portal within the time limit mentioned in the tender document. The Authority 's offer will be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

#### **4.2 Financial Evaluation and Final Evaluation**

Financial bids submitted by only those bidders, who have qualified both pre-qualification and technical evaluation, shall be eligible for further evaluation.

Only those Service Providers that have achieved at least minimum qualifying score (70% in this case) will be treated as qualified and only their financial proposals will be opened.

The Financial Bids of the technically qualified bidders shall then be opened on the notified date and time as on the GeM Portal.

Financial Bids that are not as per the provided format shall be liable for rejection. e. In the case of a tie between two or more bidders (i.e. equal financial quote), the bidder with higher score under technical evaluation shall be ranked first in order.

If Bidder quotes NIL charges, the bid shall be treated as unresponsive and shall not be considered for evaluation.

The technical quality of the proposal will be given weightage of 70%, The price bids of only those consultants who qualify technically (Minimum qualifying marks 70) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weightage of 30%.

*(The formula for determining the financial scores (FS) is as below:- $FS=100 \times FM/FP$  where FS is financial score, FM is the lowest price quoted by any firm/LLP and FP is the price quoted by the respective firm. The weights given to the Technical and financial proposal are:- $T= 0.7$  and  $F=0.3$ ; Total of all the score= $ST \times 0.7 + FS \times 0.3$ )*

#### **4.3 Selection of Bidder**

The Selected bidder shall not be declared till the detailed financial bid is not evaluated. During the evaluation if the Authority finds that the detailed financial bid is not in order or incomplete etc. then Authority shall treat the bid as non-viable and same shall be rejected, and EMD shall be forfeited. In such case next ranked bidder shall be considered for further evaluation and so on till a bidder is selected.

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and Purchaser reserves right to blacklist such bidders for next three

years from participating in any Authority's' tender. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited, and Authority reserves right to blacklist such organization for next three years from participating in any Authority's Tender. In such case the detailed financial bid of next ranked financial bidder shall be evaluated.

Next ranked financial bidder also backs out then Authority shall complete the tender process by following the same process again for other remaining financially ranked bidders.

#### 4.4 Allocation of work

Single Bidder will be held responsible to fulfil all requirement mentioned in the RFP and shall be declared as the Selected Bidder under the QCBS Mode.

Bidder	Allocation of work (in %age)
Bidder	100.00%

In case the Bidder shows inability to provide services of the estimated demand as requested by the Authority through a Work Order etc., the Authority reserves the right to allot this work to any of the other Bidders (in order of their original bid, so on and so forth) and declare that Bidder as the Selected Bidder.

### 5. Instructions to Bidders

#### 5.1 General instructions

##### 5.1.1 Number of Proposals and respondents

No Bidder shall submit more than one (1) Proposal, in response to this RFP.

##### 5.1.1.1 Proposal preparation cost

The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

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

All papers submitted with the Proposal are neither returnable nor claimable.

##### 5.1.2. Right to accept and reject any or all the Proposals

Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.

Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or

- c) The Bidder does not adhere to the formats provided in the Annexure to the RFP while furnishing the required information/details.

### **5.1.3. Clarifications**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Client and the Project site, sending written queries to the Client, and attending a Pre-Proposal Conference.

Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

**"Queries/Request for Additional Information concerning RFP - Selection of Auditor for Conducting internal audit for Mela Authority."**

The Client shall endeavour to respond to the queries within the period specified therein but no later than (7) ((seven) days) prior to the PDD. The responses will be sent by e-mail. The Client will post the reply to all such queries on the Official Website.

The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this case Clause 5.1.3 shall be construed as obliging the Client to respond to any question or to provide any clarification.

### **5.1.4. Amendment of the RFP**

At any time prior to the Proposal Due Date (PDD), the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the GEM Portal through a corrigendum, and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Client shall not be responsible for failure to get/download the amendments.

In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the PDD.

### **5.1.5. Data identification and collection**

It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

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

- Made a complete and careful examination and accepted the RFP in totality.
- Received all relevant information requested from Client and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

## **5.2. Preparation and submission of Proposals**

### **5.2.1. Language and currency**

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

Client shall not be liable for any mistake or error on the part of the Bidder in respect of the above. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **5.2.2. Proposal validity period and extension**

Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Bidder's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **5.2.3. Format and signing of Proposals**

The Bidders shall prepare electronic copies of the e-bid/Proposals separately.

Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.

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

### **5.2.4. Submission of Proposal**

The bid submission module on [Government e Marketplace \(GeM\) | National Public Procurement Portal, Government of India](#) enables the Bidders to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed on the GeM website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

### **5.2.5. Deadline for submission**

E-bid/Proposal (technical and financial) must be submitted by the Bidder at GeM Portal no later than the time specified on the Proposal Due Date. The Client may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

#### **5.2.6. Late submission**

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

#### **5.2.7. Withdrawal and resubmission of Proposal**

At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on GeM Portal. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the GeM Portal. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **5.2.8. Selection of the Bidder**

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

#### **5.2.9. Proposal opening**

After the technical evaluation, the Client shall prepare a list of prequalified Bidders in terms of Clause 4 of the RFP for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Client will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors, or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

#### **5.2.10. Opening of Proposals**

Client will open all the e-bids/Proposals, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at the Client office.

The Bidder`s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e –bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Client within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

The Client will prepare minutes of e-bid/Proposal opening.

#### **5.2.11. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation, and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

#### **5.2.12. Tests of responsiveness**

Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by Client in respect of such Proposal.

**5.2.13. Clarifications sought by Client**

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

**5.2.14. Proposal evaluation**

Submissions from Bidders would first be checked for responsiveness as set out in Clause 5.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Evaluation Criteria set out in Clause 4 of this RFP.

The Proposal containing the eligibility Details in Clause 4 of the Bidder/s who do not meet the Eligibility Criteria shall not be considered for further process.

Letter of Award (LOA) shall be issued only after being approved by the Client.

**5.2.15. Performance Guarantee**

The empanelled bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 5% of the Contract Value which should be valid for a period of 30 days after completion of Mela. The BG shall be returned or extended after the expiry of the project period or as the case may be. The BG can be from any Nationalised or Scheduled bank.

## **6. General Conditions of Contract (GCC)**

### **6.1. General conditions**

#### **6.1.1. Definitions**

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- b) "Authorized Representatives" shall have the meaning set forth in GCC Clause 6.1.5 ;
- c) "Bidder" (including the terms 'Selected Bidder' or 'Contractor' or 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract;
- d) "Bid Processing Fee" shall mean the fee as specified in the RFP Data Sheet;
- e) "Bill of Quantities" (including the term 'Price Schedule' or 'BOQ') means the priced and completed Bill of Quantities forming part of the Contract;
- f) "Client" (including the term 'Authority') means the Prayagraj Mela Pradhikaran;
- g) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any;
- h) "Confidentiality" shall have the meaning set forth in GCC Clause 6.2.10;
- i) "Dispute" shall have the meaning set forth in GCC Clause 6.2.15;
- j) "EMD" means Earnest Money Deposit submitted by the Bidder;
- k) "Government" means the Government of the Client's Country/State;
- l) "LOE" means Letter of Selection issued to the selected Bidders by the Client against an selection RFP;
- m) "LOA" means Letter of Award issued to the selected Bidder by the Client issuing directions to commence Services;
- n) "Liquidated Damages" shall have the meaning set forth in GCC Clause 6.1.10;
- o) "Mela Period" refers to the period from 14<sup>th</sup> Jan 2025 to 26<sup>th</sup> Feb 2025;
- p) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them;
- q) "Penalty" shall have the meaning set forth in GCC Clause 6.1.11;
- r) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the Bidder in the form prescribed for the due performance of the Contract;
- s) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof;
- t) "RFP" means the Request for Proposal in response to which the Bidder has submitted a proposal, towards fulfilling the procurement of a commodity, service, or valuable asset;
- u) "Scheduled Bank" means Banks specified in the RBI Act, 1932;
- v) "Services" means the work to be delivered/performed by the Bidder pursuant to the Contract, Terms of Reference specified in the RFP;

- w) "Work Order" means the written document issued by the Client subsequent to signing of Contract requesting delivery of specified Services/materials from the Bidder as per the Contract terms and conditions.

#### **6.1.2. Law Governing Contract**

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

#### **6.1.3. Language**

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

#### **6.1.4. Notices**

6.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or if the service thereof is affected upon them by post or by electronic means, viz- fax and/or email on the official email address of the Parties to this Contract, as provided hereinafter: [Insert email address] for the Client and [Insert email address for the Bidder].

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

##### **6.1.4.3 Performance Notice**

At any time during the subsistence of this Contract, the Bidder may be required by the Client to perform any of its obligations under this Contract or to remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, by means of a written notice (also referred to as 'Performance Notice'), within such time as may be stated therein and the Bidder shall, upon receipt of such notice, comply with the same within this time stipulated therein.

Issuance of a Performance Notice shall not be construed to be an extension of time to the Bidder for performing any of its obligations under this Contract or a waiver of Liquidated Damages or Penalty or any other right of the Client, unless specifically stated in such notice. In case of failure to perform the obligation required by the Performance Notice within the time stated therein, the Client may, in its discretion and without prejudice to its right to charge Liquidated Damages, impose a suitable Penalty for every such failure, as also to forfeit the Bank Guarantee so as to materialize the covenant enumerated in Clause 6.2.7.4.

#### **6.1.5. Authorized Representatives**

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

#### **6.1.6. Taxes and Duties**

GST/other applicable taxes shall be included in the quotation.

#### **6.1.7. Fraud and Corruption**

6.1.7.1 For the purpose of this Contract, the terms set forth below as defined as follows:

- a) "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution;

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

#### 6.1.7.2 Measures to be taken

The Client will terminate the Contract if the representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract and forfeit the Performance Bank Guarantee;

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

It is made clear that any Termination made under this clause shall not necessitate the Bidder to be put an advance notice and a mere communication in that regard by the Client would suffice.

#### 6.1.8. Limitation of Liability

The Contract will require that the aggregate liability of the Bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder, or accident caused due to negligence of the Bidder, or the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Procuring Entity concerning IPR infringement.

#### 6.1.9. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure against:

- a) loss of or damage to any works and materials, including damages due to human-made disasters like fire, explosion, flooding, electrocution etc.
- b) loss of or damage to any equipment, property in connection with the Contract;
- c) personal injury or death of the employees/third party personnel;
- d) penalties and demands by labour regulatory authority and any other regulatory authorities.

For any accident/ mishappening that may occur onsite, the Client does not take any responsibility for insurance coverage.

#### 6.1.10. Liquidated Damages & Time Extension

##### 6.1.10.1 Time is of the Essence

Time is of the essence as to the audit services to be performed by the Bidder for the Mela Authority.

##### 6.1.10.2 Time Extension

In case of delay in performance due to reasons beyond the control of the Bidder, suitable extension of time may be granted by the Client prior to the Mela Period and no such extension shall be granted during or beyond the Mela Period, provided that the Mela Authority may under exceptional circumstances extend any reasonable period during the Mela Period, however, no extension shall be granted in any circumstances after the last closing date of the

current financial year i.e. 31.03.2025. The grant of such extension of time shall not be construed to be a waiver of any Liquidated Damages or Penalty or any other right of the Client under this contract.

**6.1.10.3 Liquidated Damages**

The Parties agree that in case the Services provided by the Bidder are found to be unsatisfactory, of inferior quality, uneconomical, leading to delay in completion of Services or any other default with reference to the RFP conditions, or the same resulting in losses, monetary or otherwise, to the Client, which are difficult to quantify, Liquidated Damages as mutually agreed basis genuine pre-estimation of such losses shall be imposed on the bidder. The Liquidated Damages shall be subject to a maximum of 10% (ten per cent) of the Agreement/Contract Value. Details of the same have been provided below:

Conditions for Liquidated Damages to be imposed	Amount of Liquidated Damages
Delay in completion of Services including deliverables, as applicable	Liquidated Damages of 1% (one per cent) of the Agreement/Contract Value per day of delay
Non-compliance with CAG complied Benchmarks	Liquidated Damages of 1% (one per cent) of the Agreement/Contract Value per day
Delay due to failure to deploy the mutually agreed human resources	Liquidated Damages of INR 1000 per day of delay for 5 days followed by 0.25% (one per cent) of the Agreement/Contract Value per day of delay

The Liquidated Damages shall be imposed and may inter alia recovered either by appropriation from the Performance Security or from final bills or by any other mode in accordance with the laws. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without written notice to the Bidder in the event of breach of this Agreement or for recovery of Liquidated Damages specified herein. The Liquidated Damages are without prejudice to the right of the Client to impose Penalty or the right to recover any unliquidated damages suffered by the Client on account of any act or omission of the Bidder or its agents, representatives or employees, etc., which are not contemplated herein or others.

**6.1.11 Penalty**

Without prejudice to any other right of the Client under this Contract, the Client reserves the right to impose a Penalty for any breach of the terms of this Contract, the amount and nature whereof shall be decided by the Client depending upon the quantum and/or severity of the breach in each case, including but not limited to the following Penalties:

Breach	Penalty
Any incidence of misbehaviour by the staff of the Bidder	Penalty of INR 5000 per incidence

If any of the Bidder's personnel, on duty or otherwise is found under the influence of any drug or intoxicants	Penalty of INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found guilty of conduct unbecoming of such personnel	Penalty of INR 5000 per incidence
Any other breach of contract	Suitable penalty as determined by the Authority, including declaring the bidder ineligible to be awarded a contract, for a stated period of time.

**6.2. Commencement, Completion, Modification and Termination of Contract**

**6.2.1. Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties.

**6.2.2. Commencement of Services**

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

**6.2.3. Expiration of Contract**

Unless terminated earlier pursuant to GCC Clause 6.2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

**6.2.4. Modifications or Variations**

- a) The Client shall have power to order the Bidder to do any or all of the following as considered necessary or advisable during the progress of the work.
  - Increase or decrease of any item of work included in the Contract or BOQ
  - Omit any item of work in the Contract or BOQ
  - Change the character or quality or kind of any item of work in the Contract or BOQ;
  - Execute additional items of work of any kind necessary for the completion of the works; Change in any specified sequence, methods or timing of any part of the work; Any other item as desired by the Client
- b) The Bidder shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to them in writing by the Client and such alteration shall not vitiate or invalidate the Contract.

**6.2.5. Quantities in the Contract**

The quantities set out in the Contract are estimated quantities. Payment shall be made for actual quantities delivered in accordance with the Work Orders issued by the Client subsequent to the signing of the Contract.

In case the delivered resources have to be deployed on site, payments shall be done only for the actual deployed resources. No payments shall be done for resources not deployed.

## **6.2.6. Force Majeure**

### 6.2.6.1 Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to epidemics, quarantine restrictions, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies

Force Majeure shall not include (i) strikes, lockouts or other industrial action; (ii) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (iii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 6.2.6.2 No Breach of Contract

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

### 6.2.6.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, subject to the condition that no extension of time shall be granted during or beyond the Mela period and any extension granted prior to the Mela Period shall not extend into the Mela Period, provided that the Mela Authority may under exceptional circumstances extend any reasonable period during the Mela Period, however, no extension shall be granted in any circumstances after the last date of the financial closing, i.e., 31.03.2025.

### 6.2.6.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period, subject to the condition that no such payments shall be made in case the Bidder is unable to perform the services during the Mela period.

## **6.2.7. Termination**

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

### 6.2.7.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GCC Clause 6.2.7.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 6.2.15 hereof.

#### 6.2.7.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GCC Clause 6.2.7.2:

- a) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 6.2.15 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 6.2.15 hereof.

#### 6.2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 6.2.7, the Client shall make the following payments to the Bidder:

- a) payment pursuant to GCC Clause 6.2.12 for Services satisfactorily performed prior to the termination date;
- b) except in the case of termination pursuant to paragraphs (a) through (c) and (f) of GCC Clause 6.2.7.1, reimbursement of any reasonable cost, incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

#### 6.2.7.4 Risk and Cost

If the Bidder (i) does not perform any of its obligations under this Contract or remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, upon service of a Performance Notice, within the time stipulated therein; or (ii) terminates this Contract before or during the Mela Period, the Client may, without prejudice to any other right or remedy under this Contract or any extant Law, by a notice in writing, carry out the part work/ part incomplete work by any means at the risk and cost of the Bidder. Provided also that if the expenses incurred by the Client are less than the amount payable to the Bidder, the balance shall not be payable to the Bidder.

In such an event, the Bidder shall have no claim to compensation for any loss sustained by it by reason of it having purchased or procured any services or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of this Contract.

### **6.2.8. Obligations of the Bidder**

#### 6.2.8.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with the stated Contract conditions, RFP and Terms of Reference. The Bidder shall observe sound management practices, and employ appropriate technology, safe and

effective methods. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional standards, techniques and practices.

The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Client shall impose Liquidated Damages and/or Penalties for the shortfall in performance as per GCC Clause 6.1.10 and 6.1.11. Imposition of these Liquidated Damages and/or Penalty shall not absolve the Bidder from rectification or reperformance of the defective Service without further payment.

#### 6.2.8.2 Responsibility of the Bidder

The Bidder should commence execution of Services in accordance with GCC Clause 6.2 and shall carry out the Services in accordance with the program submitted by the Bidder, as updated with the approval of the Client.

The Bidder shall be held responsible in case of occurrence of any such incident/mishap attributable to the bidder or its employees or work done by it and will be responsible for the cost of required rectifications/damages.

In the conduct of audit of activities and operations, the Bidder shall utilize such practicable methods and devices as are reasonably available to control, and minimize errors.

Notwithstanding anything mentioned in the RFP and Contract, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

#### **6.2.9. Obligations under Labour Code**

The Bidder shall fulfil all obligations under all applicable labour codes and rules and shall indemnify the Client from any and all claims arising out of non-compliance of the aforementioned labour codes.

#### **6.2.10. IPR Rights & Confidentiality**

##### 6.2.10.1 IPR Rights

All deliverables in the form of data, software, designs, utilities, tools, outputs, plans, drawings, specifications, designs, reports, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall become and remain the property of the Client and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Client's prior written consent.

The Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

##### 6.2.10.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Client to the Bidder, in connection with the Contract, whether such information has been furnished before, during or following completion or termination of the Contract, are confidential and shall remain the property of the Client and shall not, without the prior written consent of Client, be divulged by the Bidder to any third party, nor be used by them for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Client, all copies of all such information in original shall be returned on completion of the Bidder's performance and obligations under this Contract.

### **6.2.11. Accounting**

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

### **6.2.12. Obligations of the Client**

#### 6.2.12.1 Assistance and Exemptions

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

#### 6.2.12.2 Change in the Applicable Law Related to Taxes and Duties

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

### **6.2.13. Payments to the Bidder**

#### 6.2.13.1 Professional fee and Payments

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

#### 6.2.13.2 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 3.3 of the RFP. The Payment shall be inclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

### **6.2.14. Good Faith and Indemnity**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### 6.2.14.1 For breach of IPR Rights

The Bidder shall indemnify and hold harmless, free of costs, the Client and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Bidder under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the Contract arising out of or in connection with:

- a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Bidder for or on behalf of the Client.
- b) The sale by the Client in any country of the services/ products produced by the Services delivered by the Bidder, and
- c) The delivery of the Services by the Bidder or the use of the Services at the Client site

Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Bidder.

If any proceedings are brought, or any claim is made against the Client arising out of the matters referred above, the Client shall give the Bidder a notice thereof. At its own expense and in the Client's name,

the Bidder may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Client informed.

If the Bidder fails to notify the Client within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its behalf at the risk and cost to the Bidder.

At the Bidder's request, the Client shall afford all available assistance to the Bidder in conducting such proceedings or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

#### 6.2.14.2 For Losses and Damages Caused by Bidder

The Bidder shall indemnify and keep harmless the Client, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Client because of any act or omission or default or negligence or trespass of the Bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Bidder shall make good at his own expense all resulting losses and/ or damages to:

- a) the Services themselves or
- b) any other property of the Client or
- c) the lives, persons, or property of others

In case the Client is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Client may incur about it, shall be charged to the Bidder. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

The Client shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Bidder.

#### **6.2.15. Settlement of Disputes**

6.2.15.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

#### 6.2.15.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably, by means of conciliation and/or negotiation, in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect and the Parties shall keep performing their obligations under this Contract, especially during the Mela Period, notwithstanding any disputes, pending any attempts at amicable settlement.

#### 6.2.15.3 Arbitration

In case of failure to settle the dispute amicably, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Client from the panel of arbitrators nominated by the parties to this agreement with mutual consent and a list of the panel so decided shall form part of this agreement. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect and the Parties shall keep performing their obligations under this Contract, especially during the Mela Period notwithstanding any disputes, pending the award in any arbitration proceedings hereunder.

#### 6.2.15.4 Jurisdiction

The venue of arbitration shall be in Prayagraj, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to the exclusive Jurisdiction of Courts at Prayagraj, Uttar Pradesh.

## 7. Annexure 1: Tentative List of Projects to be audited as per Terms of Reference

S No	Name of the Projects
1	RFP for empanelment of vendors for provision of Tentage items
2	RFP for empanelment of vendors for provision of Tin Structures
3	RFP for empanelment of vendors for provision of Furniture items
4	RFP for Ganga Pandal
5	RFP for Convention Halls
6	RFP for German Hangars & Pagodas
	RFP for Judges Colony
7	RFP for Land levelling & Development works
	RFP for Mela Circuit House
8	RFP for Public Address Systems
9	RFP for Hutting Material
10	RFP for empanelment of vendors for Public Accommodation structures
11	RFP for Barricading
12	RFP for Hospitals
13	RFP for Tin Toilets
14	Procurement of equipment, machineries and other items for Solid waste management - Refuse compactors
15	Renting, operating and maintaining other toilets for Kumbh 2025 - Mobile toilets
16	RFP for urinals
17	Procurement of equipment, machineries and other items for Solid waste management - Liner bags
18	Renting, operating and maintaining toilets for Kumbh 2025 –FRP with Septic Tank
19	Renting, operating and maintaining toilets for Kumbh 2025 – FRP with Soakpit

<b>20</b>	Renting, operating and maintaining community toilets for Kumbh 2025 - Prefab Steel with Septic Tank
<b>21</b>	Renting, operating and maintaining toilets for Kumbh 2025 - Prefab Steel with Soak Pit
<b>22</b>	Renting, operating and maintaining camp toilets for Kumbh 2025 – Kanath Toilets
<b>23</b>	Renting, operating and maintaining camp toilets for Kumbh 2025 – VIP Toilets
<b>24</b>	Procurement of equipment, machineries and other items for Solid waste management – Tipper, Hopper and trucks
<b>25</b>	Procurement of equipment, machineries and other items for Solid waste management - Waste bins
<b>26</b>	Constructing, operating and maintaining camp toilets for Kumbh 2025 - Cemented platform toilets (6x4) & (8 x 8)
<b>27</b>	Specialized toilet complex
<b>28</b>	Procurement of Excavator cum loader
<b>29</b>	Procurement of Skid Steer Loader
<b>30</b>	Procurement of Truck Mounted Suction Machine
<b>31</b>	Procurement of Tractor with Hydraulic Trailer

Note- The Project List could be modified as per the client.

## 8. Annexure: Standard Forms

### FORM 1: Eligibility Proposal Submission Form

(Location, Date)

To: (Name and address of Client)

Dear Sirs:

We, the undersigned, offer to provide the (•) Selection of Auditor for conducting internal audit for Mela Authority dated (*Insert Date*) and our Proposal. We are hereby submitting our Proposal, which includes an Eligibility and Financial Proposal.

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

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature (*In full and initials*):

Name and Title of Signatory:

Name of Firm:

Address:

‘  
-

**FORM 2: Financial capacity of the Bidder**

#	Financial Year	Average Annual Turnover (in INR)
1.		
2.		
3.		
4.		
5.		
6.		

*Note: Attach audited financial statements as proof of the above figures.*

**FORM 3: Eligible assignments of the Bidder**

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in INR)	Date of the Project Signing
1				
2				
3				

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name

**FORM 4: Bidder's organization and experience**

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

**FORM 5: Declaration**

**Declaration for not being blacklisted by the Central Government, any State Government, a statutory authority, or a public sector**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to selection of Auditor for conducting internal audit for Mela Authority. we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable>is not blacklisted by any Central / State Government Department / Public Sector Undertaking.

**FORM 6: Financial Proposal**

(Date)

To: (Name and address of Client)

**Subject: Financial proposal**

**Reference: Selection of Auditor for conducting internal audit for Mela Authority**

Dear Sir,

We have read and examined the RFP document dated XXMMYYYY complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

Our financial quote for the provision of services as per the conditions of the RFP is uploaded on the Portal.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Client is not bound to accept any proposal that is received.

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Signature and Name of the Authorised Person

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**NAME OF THE BIDDER AND SEAL**

**Financial quote (to be uploaded separately on Portal)**

Item	Amount (inclusive of GST)
Selection of Auditor for conducting internal audit for Mela Authority	

*Note: Financial Quote shall not be part of the Technical Proposal for purposes of Eligibility/Evaluation and would lead to ineligibility of the Bidder in such case.*

**FORM 7 – Pre-bid queries format**

S.No	Page/Clause No.	Clause mentioned in RFP	Clarification/Queries/Suggestions by Bidders

**Note:**

1. Bidders shall submit their pre-bid queries in the above given template only.