

# “Request for Proposal”

Dated- 25/04/2025

“RFP for Engagement of Consultant Internal/ Pre-audit, of Raipur Municipal Corporation for Management reporting.”

**RAIPUR MUNICIPAL CORPORATION**

**RAIPUR (C.G.)**

## **Abbreviation**

BDD	:	Bid Due Date
CA	:	Chartered Accountant
CEO	:	Chief Executive Officer
DPR	:	Detailed Project Report
PMC	:	Project Management Consultant
EMD	:	Earnest Money Deposit
GoCG	:	Government of Chhattisgarh
JV	:	Joint Venture
LOA	:	Letter of Award
RFP	:	Request for Proposal
RMC	:	Raipur Municipal Corporation
TA	:	Transaction Advisor
TEFR	:	Techno Economic Feasibility Report
ToR	:	Terms of Reference
ULB	:	Urban Local Body
VfM	:	Value for Money

# Raipur Municipal Corporation

White House, Azad Chowk Rd, Near Mahila Police Thana, Chottapara, Janta Colony, Raipur,

Chhattisgarh 492001

Phone 0771-2535780 Email: [dc\\_rmc@rediffmail.com](mailto:dc_rmc@rediffmail.com)

## **RFP NOTICE**

**NIT No. 79 /FINANCE/RMC/2025**

**Date: 25/04/2025**

**“RFP for Engagement of Consultant Internal/ Pre-audit of Raipur Municipal Corporation for Management reporting.”**

<b>System Tender No.</b>	<b>Name of Work</b>	<b>EMD</b>	<b>RFP Document Fee</b>
167524	“RFP for Engagement of Consultant Internal/ Pre-audit for Management reporting.”	INR 50,000/-	INR 2,000/-

1. RFP documents can be seen on the website <https://eproc.cgstate.gov.in> and downloaded from the said portal.
2. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
3. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in the departmental website only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
4. The eligible bidder may submit their bid with the RFP document along with EMD as detailed in RFP document. The Bid must be delivered through Registered post/Speed post only on address below to reach by **20/05/2025 by 05:00 PM**. No personal deliver will be entertained.

**Addl. Commissioner**  
Raipur Municipal Corporation  
Raipur Chhattisgarh



## Date-Time Detail(s)

SNo.	Nagar Nigam Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date		28/04/2025	10:30
2		Bid Due Date	20/05/2025	04:00
3		Physical Doc Submission End Dates	20/05/2025	05:00
4	Bid Open Date (Scheduled)		21/05/2025	11:00

**ADDL. COMMISSIONER  
MUNICIPAL CORPORATION  
RAIPUR (C.G.)**

## **Disclaimer**

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

This RFP is not an agreement or an offer by the RMC to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful for formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the RMC in relation to set up the "RFP for Engagement of Consultant Internal/ Pre-audit for Statutory compliance and Management reporting for the management reporting ." Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the RMC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the RMC is bound to select Bidder or to appoint the Selected Bidder, as the case may be, "RFP for Engagement of Consultant Internal/ Pre-audit for Statutory compliance and Management reporting for the management reporting ." and the RMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the RMC shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

**-SD/-**

**Addl. Commissioner**

Raipur Municipal Corporation

Raipur Chhattisgarh

### Quick Information Data Sheet

“RFP for Engagement of Consultant Internal/ Pre-audit for Statutory compliance and Management reporting.”

Web Address to download the RFP	<a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>
Date of Issue of RFP	<b>Date: 25/04/2025</b>
Last date and time of Submission of Bid online (Bid Due Date)	<b>Up to Date: 20/05/2025 ; Till 05:00 PM</b>
Mode of Submission of RFP	<b>Through speed post /registered post only. Note:- No drop box facility will be available.</b>
Opening of Technical Bid	<b>At 11:00 AM / hours on Date 21/05/2025</b>
Date of opening of Financial Bid	To be intimated later to the technically qualified bidders.
Duration of services:	One Years
Cost of RFP Document	Rs. 2,000/- (Two Thousand Rupees Only) Demand draft in favour of Commissioner , Raipur Municipal Corporation, Raipur , payable at Raipur.
Earnest Money Deposit (EMD)	50,000/- As FDR
Validity of EMD	225 Days
Validity of proposal	180 Days.
Selection Process	As per RFP.
Representative/Contact Person of RMC, for further information	8349009465, 8818842631
Evaluation Criteria	As per RFP
Address where Bidders must send proposal	Commissioner, Raipur Municipal Corporation White House, Room no 508, 4 <sup>th</sup> floor, Azad Chowk Rd, Near Mahila Police Thana, Chhattapara, Raipur, Chhattisgarh 492001

Note:

1. This document is non-transferable and non-refundable.
2. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.

### Section 1:-Definitions and interpretation

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed here in. The below mentioned words and expressions used in this RFP shall have the meaning set out below: -

Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Chhattisgarh, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the contract Agreement
Applicable Permits	Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Contract Agreement
Authority	Shall means the Raipur Municipal Corporation.
Commissioner, RMC	Shall mean the Commissioner of Raipur Municipal Corporation , Raipur, Chhattisgarh for the time being in administrative in-charge for hiring Bidder.
Nodal Officer	Shall be the person responsible for all the communications to bidder on behalf of the authority.
Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the RMC for the Project
Writing	Shall include matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over Signature or seal, as the case may be.
Bidder	Means firm/company/Agency/Institution/NGOs/ Consultant who submits Proposal in response to RFP Document.
Committee	Means Committee Constituted for Evaluation of Proposals.
Contract/ Project	Means the Contract executed between Client and Firm/Company/Agency for execution of services as mentioned in the RFP and Terms of Reference (TOR) along with the entire documentation specified in the RFP. Renewal of assignment will not be considered as separate assignment.
Client	Means Raipur Municipal Corporation (RMC), Chhattisgarh.

## **Section 2: Background and details of project**

### **Background of the project**

- Subsequent to the 74th Constitutional Amendment, the role and functions of the ULBs has vastly expanded. The Central and State Governments, as also other agencies, have been providing the ULBs large sums of money to enable them to effectively discharge their duties and functions. The national reforms agenda for the urban sector includes reforms in municipal accounting practices and strengthening of financial discipline. As a step in this direction, it is proposed to introduce easy stem of pre- audit of the ULBs' books of accounts by internal auditors.
- As ULBs are engaged with several work, they are also liable to comply with various statutory obligation related to payment such as TDS, Annual Income Tax Return, GST, Labor Welfare Fund, Mining Cess, PF, ESI etc.
- **purpose of Pre-Audit includes:**
  - To improve the state of check of files in ULBs;
  - To facilitate quick and accurate finalization of Annual Report at the end of the financial year;
  - To ensure transparency in local governance;
  - To help Government in tracking proper end-use of grants released.
  - To ensure correctness and compliance of all rules and regulation followed in all day to day activities.
  - To ensure non-diversion of fund in its ultimate end -use.
  - To provide time bound correct information to management and donor agency and ensure timely release of grant funds and effective decision making
  - To ensure proper compliance of all statutory provisions applicable on ULBs.

## **Section 3: Schedule of RFP and instructions to bidder**

### **Request for Proposal**

Request for Proposal (RFP) for “RFP for Engagement of Consultant Internal/ Pre-audit of Raipur Municipal Corporation for Management reporting .”. RMC intends to select the Bidder through a competitive bid process in accordance with the procedure set out herein.

### **Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment before submitting the Bid.

### **Sale of RFP Document**

Bid document is available at the RMC’s website <https://eproc.cgstate.gov.in/>. Interested parties may download the bid documents from the website and submit their offer. Bidders submitting the bid after downloading from the website shall have to furnish the fees amounting to **INR 2,000.00/- (INR Two Thousand only)** in the form of a demand draft in favour of Commissioner, Raipur Municipal Corporation, Raipur and payable at Raipur (Chhattisgarh) along with bid documents.

### **Documents Constituting the Bid**

The Bid prepared by the Bidder shall comprise the following components as mentioned in clause no. 3.13:

- a) Envelope A: RFP document fees and EMD
- b) Envelope B: Technical Bid
- b) Envelope C: Financial Bid

### **Earnest Money Deposit (EMD)**

- a) The bidder shall furnish, as part of the pre-qualification, an EMD as mentioned in Quick Information Data Sheet.
- b) The EMD shall be in Indian Rupees and shall be in the form of Fix Deposit Receipt (FDR)/Bank Guarantee drawn in favour of “Commissioner, Raipur Municipal Corporation, Raipur ,” Payable at Raipur”.
- c) Refund of EMD: EMD of all unsuccessful bidders except the 2<sup>nd</sup> Lowest/Ranked bidder, would be refunded by RMC within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided under annexure. The EMD of the 2<sup>nd</sup> Lowest/Ranked bidder shall be returned once the agreement has been executed with the successful bidder.
- d) EMD to be submitted in the separate envelope.

e) EMD of the selected bidder will be returned after submission of performance security and signing of Contract Agreement.

f) The EMD shall be forfeited in the following cases:

- a) If the Bidder withdraws its Bid during the interval between the opening of proposal and expiration of the Bid Validity Period;
- b) If the Selected Bidder fails to provide acceptance of LOA/LOI within stipulated time;
- c) If the Selected Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided under the contract and/or LOA/LOI by the RMC.
- d) If the Selected Bidder fails to sign the Contract for any reason.
- e) A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP
- f) The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information.
- g) The Bidder does not provide, within the time specified by the RMC, the supplemental information sought by the RMC for evaluation of the Bid.
- h) If the Bidder refuses to accept the correction of errors in his Bid.

### **Validity of the Bid**

The Bid shall be valid for a period of not less than 180 days from the Bid Due Date (the “BDD”).

### **Brief description of the Selection Process**

The RMC has adopted a Single stage three envelope bid process (“Selection Process”). In the first stage, a prequalification would be carried out as specified in RFP and a list of shortlisted (qualifying bidders) will be made. Financial Bid of only shortlisted parties will be opened and evaluated as specified in RFP. The selection of the bidder would be qualifying the minimum technical score and has **quoted the lowest Rate as mentioned in the RFP.**

### **Payment to Selected Bidder**

All payments to the Selected Bidder shall be made in INR in accordance with the provisions of this RFP. The Selected Bidder may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Selected Bidder. The payment schedule is mentioned in section 6.

### **Duration of the Project**

Duration of the Project is as per Service Level Timeline mentioned in Section 6 of this RFP.

### **Pre-Proposal visit**

Deleted

## **Communications**

- I. All communications including the submission of Bid should be addressed to:

Commissioner,

Raipur Municipal Corporation

White House, Near MahilaPolice Thana,  
Chottapara, 4<sup>th</sup> floor Room no 508,  
finance Department, Raipur, Chhattisgarh  
492001

Phone No. 0771- 2535780, 90

Email ID: [dc\\_rmc@rediffmail.com](mailto:dc_rmc@rediffmail.com)

- II. The Official Website of the RMC is: <https://nagarnigamraipur.nic.in/>

- III. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. ....RFP for Engagement of Consultant Internal/ Pre-audit for Management reporting Raipur Municipal Corporation.”

## Conditions of Pre-Qualification and Eligibility of Applicants

Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Agency shall fulfill the following:

S.No.	Eligibility Criteria	Supporting document to be Submitted
1.	<b>Legal Entity:</b> The Bidder may be a limited liability partnership (LLP), partnership firm validly incorporated and/or registered under the laws of India. (JV/Consortium is not allowed)	Bidder should submit the documents as following:  a) Certificate of Incorporation in case of LLP. b) Copy of GST Registration Certificate. c) Copy of PAN. d) Constitution Certificate as issued by competent authority as on 01.01.2025 or Latest Constitution Certificate.
2.	The Bidder must currently be empanelled with the CAG for audit of Government of Accounts.	Attach copy of latest enrolment certificate/letter
3.	The Bidder should be a Chartered Accounting firm /LLP with a registered office and operations in Raipur . The Bidder should be operational in Raipur for at least last Ten years as of 01.01.2025.  Consortium/ Joint venture is not allowed.	Bidder should submit the documents as following:  a) Certificate of LLP registered in India. b) Constitution Certificate as issued by competent authority as on 01.01.2025 or Latest Constitution Certificate.
4.	Firm should have experience of at least 20 assignments of Statutory/Internal Audit Work of Government/ Semi Government/Private Departments, Organization, Programmes, PSU, Autonomous body having minimum Turnover/Gross Receipts above 20 Crores	Bidder should submit the documents as following:  a) Bidder should submit the PO / Work Orders.

S.No.	Eligibility Criteria	Supporting document to be Submitted
5.	<p>Turnover:</p> <p>1. The Bidder should have an average annual turnover from services only of <b>Rs. 100 Lakhs</b> or more, during the last three financial years. (2021-22, 2022-23 and 2023-24)</p>	<p>Bidder should submit any of the following:</p> <p>a. Copies of Certified audited Financial statements/ Balance sheet / Profit &amp; Loss statement for last Three financial years as of 31<sup>st</sup> March 2024.</p>
6.	<p>The Bidder should have minimum 5 CA, out of which there should be at least 3 FCA as partner and 2 ACA as either partner or full-time employee.</p>	<p>Bidder should submit Constitution Certificate as issued by competent authority as on 01.01.2025 or Latest Constitution Certificate alongwith Members Card.</p>
7.	<p><b>Blacklisting:</b></p> <p>The bidder should not have been blacklisted by any <b>State/Central Govt./ ULB /Semi- Government Organization/ PSU in India.</b></p>	<p>In this regards firm has to submit an undertaking for Firm, or any Partners of the firm are not black listed by any PSU or Government departments/schemes/ programmes/ PSU in respect of any assignments.</p>

8.	<b>Corrupt or Fraudulent practices:</b>  The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices by any of the Government agencies as on the date of submission of the bid.	Undertaking in this regard by the authorized signatory of the bidder as per the given format
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## PREPARATION AND SUBMISSION OF BID

### Language

The Bid with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

### Format and Signing of Bid

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

### Technical Bid

Applicants shall submit the technical bid in the formats at Annexure-I (the “Technical Bid”).

While submitting the Technical bid, the Applicant shall, in particular, ensure that:

- (A) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (B) The bid is responsive in terms as follows: -
  - (a) The Technical Bid is received in the form specified at Annexure-I;
  - (b) It is received by the BDD including any extension as notified by RMC through Corrigendum;
  - (c) It is signed and sealed.
  - (d) It contains all the information (complete in all respects) as requested in the RFP; and
  - (f) It does not contain any condition;

Failure to comply with the requirements spelt out in the Clause 3.13.3.2, shall make the bid liable to be rejected.

**The Technical bid shall not include any information relating to the Financial Bid. If the financial Bid is included with the technical bid envelop, the bid of the concerned bidder will be rejected.**

### Financial Bid

Applicants shall submit the financial bid in the formats at Annexure-2 (the “Financial Bid”). Financial bid shall not be conditional.

## Submission of Bid

- 3.13.5.1. The Applicants shall submit the bid with all pages numbered serially and by giving an index of submissions. In case the bid is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the RMC and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the RMC, the latter shall prevail.

The bid will be sealed in an outer envelope which will bear the address of the RMC, RFP Notice number and name as indicated (RFP Notice No....."RFP for Engagement of Consultant Internal/ Pre-audit for Statutory compliance , Management reporting ." It should also include address of the Bidder. If the envelope is not sealed and marked as instructed above, the RMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

The aforesaid outer envelope will contain three separate sealed envelopes; one clearly marked "EMD & RFP Fee", second marked "Technical Bid" and the third clearly marked "Financial Bid".

The completed Bid must be delivered on or before the specified time on BDD (no physical submission/courier is permitted)

Bids submitted by fax, telex, telegram or e-mail shall not be entertained.

## Bid Due Date

Bid should be submitted before **20/05/2025 at 17.00.PM** on the BDD specified at Quick Information Data Sheet at the address provided in Clause 3.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

The RMC may, in its sole discretion, extend the BDD by issuing an Addendum/Corrigendum.

## Late Submissions

Bids received by the RMC after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected. In such a case, the bidder have to physically collect the documents from the RMC office, RMC will in no manner be responsible for the damage/loss of documents.

Performance Security

Shall be applicable as per clause 3.31.

JV/Consortium

JV/Consortium both are not allowed

### **Pre-Bid meeting**

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### **Subletting and assignment**

The bidder shall not, without the previous consent in writing of the CEO, RMC, sub-let transfer or assign the contract or any part thereof interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless that any such consent shall not relieve the bidder from any obligation, duty or responsibility under the contract.

### **Consequence of breach**

Should the selected bidder or a partner in the selected bidder firm commit breach of any of the conditions of this RFP/ LOA/Contract Agreement it shall be lawful for the CEO, RMC to cancel the contract and complete the assignment at the risk and cost of this bidder. RMC will also invoke the Bank Guarantee.

### **Assistance to the Bidders**

The selected bidder shall be solely responsible to procure any material or obtain any import or other license or permit required for the full filment of the work order.

**Number of Bids:** -No bidder or their Associate shall submit more than one bid. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Bidder, as the case maybe.

### **Expenses Incurred During Bid Preparation**

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

### **Proprietary Data**

3.22.1 All documents and other information supplied by the RMC or submitted by the Bidder to the RMC shall remain or become the property of the RMC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The RMC will not return any Bid or any information provided along therewith.

### **Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

## **EVALUATION PROCESS**

### **Valuation of Proposal**

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

The Authority shall open the Proposals at 05.30 PM on the PDD, at the places specified in RFP and in the presence of the Bidders who choose to attend.

Prior to opening of financial Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be

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considered responsive only if:

- a) the Proposal is received in the form specified at Annexure-1;
- b) it is received by the PDD including any extension thereof pursuant to RFP;
- c) it is accompanied by the Power of Attorney as specified in Clause 3.13.2;
- d) it contains all the information (complete in all respects) as requested in the RFP;
- e) it does not contain any condition or qualification; and
- f) it is not non-responsive in terms hereof.
- g) The bidder qualifies the minimum qualifying marks.

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

The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process and criteria set out in Section 3 of this RFP.

After finding the bid responsive, the bidders who secure the minimum technical score shall be shortlisted by the Authority and shall open the financial proposal of only shortlisted bidder. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms as mentioned in Section 4.

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

Any information contained in the Proposal shall not in any way be construed as binding

on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

### Confidentiality

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

### Clarifications

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To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications.

If a Bidder does not provide clarifications sought under Clause 3.24.10.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal

is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

### **Evaluation of Technical Bid**

- a. The Technical Bids that are in substantial compliance with the eligibility criteria will be evaluated by the Evaluation Committee and may require meeting with the Bidders or presentations by the bidders on their bids, discuss the bids with each and request clarifications.
- b. Evaluation Committee & RMC shall be the deciding authority in all matters related to the evaluation process of Technical and Price/Financial Bids. The Technical Bids will be evaluated based on the submissions along with the technical bid.
- c. The firm/ consortium's Technical Bid shall be in compliance with the RFP stipulations to qualify for the opening of Price Bid.
- d. RMC may, at the time of evaluation of the Technical Bid, request for additional information from the Bidder, which the Bidder shall provide within a period of 7 days. The Bidder may also be asked to make a presentation to the Evaluation Committee on their proposal (if required)

### Requirements for Substantial Compliance:

A Technical Bid that is in substantial compliance is one that confirms to the preceding requirements without material deviation or reservation. Prior to the evaluation of the Technical Bids, Evaluation Committee will determine whether each bid, as the case may be:

- i. Qualifies as per the Minimum Eligibility Criteria and has documentary evidence annexed for Technical and Financial Capabilities.
- ii. Is accompanied by the required documents mentioned in Instructions to Bidders and Clause 3.13.2.
- iii. Has provided Technical information as required (such as defined in RFP Documents) provides clarifications and/or substantiation that the Evaluation Committee may require for determining responsiveness.

Material Deviation:

A material deviation or reservation is one:

- i. Which affects in any substantial way the scope, quality or performance of the Project; or
- ii. Which limits in any substantial way, RMC's rights or the Bidder's obligations under the Agreement.

### **OPENING OF Financial BIDS**

**Process:** Prior to opening of Price/ Financial Bid, Evaluation Committee will determine if (i) General Submissions and Technical Bids of consortium/Bidder meet the requirement (ii) Bid is technically compliant/ qualified and if the submission satisfies (i) & (ii) then, Evaluation Committee will review and evaluate the Price Bid. If the submission does not satisfy the criteria, the submission will be rejected, and the Bidder will be eliminated from further evaluation process.

Requirements for Substantial Compliance:

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

- i. continues to meet the eligibility criteria as given in this RFP.
- ii. is in complete compliance with the General Submission and Technical Bid requirements.
- iii. has been properly signed and contains any required representations or commitments.
- iv. is presented in a manner that accords with the requirements of the RFP and follows the required pricing formats.

confirms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation.

Material Deviation:

A material deviation or reservation is one

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

Corrections of Errors

- a. Bid determined to be substantially responsive will be checked by Evaluation Committee for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and

- in words, the amount in words will stand; and
- b. The corrections made by Evaluation Committee, as explained above, shall be considered as binding upon the bidder.
  - c. If the bidder does not accept the corrections in bid, Evaluation Committee may reject the bid and Bid Security may be forfeited.

Bidder should provide all prices as per the prescribed format provided under "Annexure -2". All prices are to be entered in INR ONLY (Values IN % or any other currency are not allowed), RMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Bidder needs to account for all Out of Pocket expenses related to Boarding, Lodging and other related items in the Financial bids. No additional charges shall be paid by RMC, except GST if applicable.

### **AWARD Criteria**

The intention to sign Agreement would be conveyed by RMC to the Preferred Bidder who satisfies all other compliance requirements, has been qualifying the minimum technical score **and has quoted the lowest Rate** as mentioned in the RFP (as per process described in Section 4). Prior to expiration of the bid validity period, RMC will notify the Preferred Bidder by fax or e-mail confirmed by registered Letter of Intent/ Award (LOI/LOA) that his bid has been accepted.

#### **Right to reject any or all Bids**

Notwithstanding anything contained in this RFP, RMC reserves the right to acceptor reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award, 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 its action.

RMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the RMC to undertake such verification shall not relieve the Bidder of its obligations or

liabilities hereunder nor will it affect any rights of the RMC there under.

Any misrepresentation or furnishing an improper response shall lead to disqualification of the Bidder.

Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the Agreement, then the RMC shall take any such measure as it deems fit in the sole discretion, including annulling the

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#### Bidding Process and proceeding with re-tendering the Project

#### **Right to Vary Scope of Contract**

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

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

## **Issuance of LOI/LOA after evaluation and approval**

After completing the evaluation of Financial Bid and identifying the successful bidder, RMC shall issue a Letter of Award/Intent (LoA/LOI) to the Successful Bidder, indicating its intention for signing the Contract Agreement. Within 15 days, upon issuance of such LoA/LOI to the Successful Bidder, the Preferred Bidder will be required to submit:

- Performance Security and other documents/compliances as mentioned in the LOA/LOI.
- The Performance Security shall be furnished in the format and validity specified in the Clause 3.31.

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

## **Performance Security**

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- If an Bidder engages in any of the Prohibited Practices specified in Clause 3.35 of this RFP;
- if the Bidder is found to have a Conflict of Interest as specified in Clause 3.33; and
- if the selected Bidder commits a breach of the Agreement.

An amount equal to 3% (Three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 3.31, which the agency will have to submit in the form of Demand Draft /FDR, Bank Guarantee valid for a period of contract duration plus 3 months from the date of signing of the Agreement, which may be forfeited and appropriated in accordance with the provisions hereof. Performance Security will be returned to the agency after successful completion of entire work.

## **Signing of Contract Agreement**

Preferred Bidder shall sign Contract Agreement with RMC within 30days of issue of LoI/LOA, but only after furnishing of the Performance Security as stipulated above along with the other documents/compliances.

## **Conflict of Interest**

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

remedy that may be available to the Authority hereunder or otherwise.

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

Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated. Without limiting the generality of the above, an Bidder shall be

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deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Bidder, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 3.33.1(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 3.33.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the "Associate"); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

An Bidder eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Experts, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1(One) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Lead Expert of an Bidder/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest

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hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Lead Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. However, the said obligation shall not apply to services that are of statutory audit nature. The Authority shall, upon being notified by the Consultant under this Clause 3.33.5, decide whether it wishes to terminate this Consultancy/Services or otherwise, and convey its decision to the Consultant/Bidder within a period not exceeding 15 (fifteen) days.

A Bidder shall not have a Conflict of Interest with regard to the future RFPs. Any Bidder found to have such a conflict of interest shall be disqualified from participation in the relevant RFP(s) in the future process of calling financial proposals.

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

3.337 Without limitation on the generality of the foregoing, the Consultant/Bidder and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultant) and any subsidiaries or entities

controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to RMC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.

A firm which has been engaged by RMC to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.

An Bidder eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm's earlier consulting services) till one year

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from the date of completion of services under this Consultancy.

### **Rejection Criteria**

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

#### **General Rejection Criteria**

- Bids not qualifying under eligibility criteria.
- Bids submitted without or improper EMD or tender fees.
- Bids received through Telex /Telegraphic / Fax / E-Mail.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidders is found to be incorrect / misleading at any stage /time during the Tendering Process.
- Any effort on the part of a Bidders to influence the RMC's bid evaluation, bid comparison or contract award decisions.
- Bids received by the RMC after the last date for receipt of bids prescribed in the bid document.
- Bids without signature of person (s) duly authorized on required (specified) pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- Technical Bid containing commercial details or any such hints/calculations/ extrapolations/records.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

#### **Financial Bid Rejection Criteria**

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidders does not include all statutory taxes and levies applicable, except applicable GST.

#### **FRAUD AND CORRUPT PRACTICES**

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

Without prejudice to the rights of the Authority under Clause 3.35.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the Authority

to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **Section 4: Process of Bidding**

Purchase of RFP: - The bidder has to purchase the RFP as mentioned in clause 3.3 section 3.

EMD: - Submission of EMD as per clause 3.5 section 3.

Submission of RFP:- As per clause 3.13 section 3

Evaluation of Bid:- The bid evaluation criteria is as follows:-Envelope A will be opened and evaluates as mentioned below

Eligibility Criteria		
S. No.	Particulars	Requirement
1.	EMD	AS per RFP (Section 3)
2.	Bid Document Fees	2,000

Only the bidders qualifying the minimum eligibility criteria are eligible for Technical evaluation

#### Technical Evaluation

DETAILED MARKING	Criteria	Maximum Marks
<b>A</b>	<b>Experience of Firm, Similar Assignments, Manpower available &amp; Turn Over</b>	<b>100</b>
1	Total Experience of the firm:  (i) More than 15 years but up to 20 years-50%  (ii) More than 20 years but up to 25 years-70% (iii) More than 25 Years-100%  Constitution Certificate, issued by Institute of Chartered Accountants of India (As on 01/01/2025 or Latest Constitution Certificate) needs to be submitted.	20
2	Firms Experience in Handling Statutory/Internal Audit/Pre-Audit Work of Government/ Semi Government/Private Department Organization, Programmes, PSU, Autonomous body having minimum Turnover/Gross Receipts above 20 Crores in last five financial years as of FY 2023-24. marking shall be provided as follows:  (i) More than 20 but up to 25 -50%  (ii) More than 25 but up to 30 -70%  (iii) More than 30 -100% Work Order or Provisional/ Experience Certificate issued by	20

DETAILED MARKING	Criteria	Maximum Marks
	competent authority needs be submitted.	
3	<p>Average Annual Turnover in latest three financial years: (FY 2021-22, 2022-23 &amp; 2023-24)</p> <p>I. &lt;1.00 Cr.- 0%</p> <p>II. ≥1.00 Cr.&lt;3.00 Cr.- 50%</p> <p>III. ≥3.00 Cr.&lt;5.00 Cr. - 70 %</p> <p>IV. ≥ 5.00 Cr. - 100 %</p> <p>Copies of Certified audited Financial statements/ Balance sheet / Profit &amp; Loss statement needs to be submitted.</p>	20
4	<p>Professional Strength of Organization-</p> <p>No. of Partners (FCA) in the firm</p> <p>(i) &gt;3 and Up to 10 no. of partners -50%</p> <p>(ii) More than 11 but Less than 15 Partners Nos.- 70%</p> <p>(iii) 15 Partner or More -100%</p> <p>Undertaking needs to be submitted either signed by HR Head/CEO/Authorized Representative stating the number of partners and provide their members Card, along with ICAI Constitution Certificate (As on 01/01/2025 or Latest Constitution Certificate): -</p>	20
5	<p>Full Time CA - Paid Employee/Assistant</p> <p>No. of CA in the firm</p> <p>(i) &gt;2 and Up to 5 no. -50%</p> <p>(ii) More than 5 but upto 10 Nos.-70%</p> <p>(iii)More Than 15 -100%</p> <p>Undertaking needs to be submitted either signed by HR Head/CEO/Authorized Representative stating the number of CA paid Employee and provide their members Card, along with ICAI Constitution Certificate (As on 01/01/2025 or Latest Constitution Certificate):</p>	20

Only the bidders qualifying the minimum technical score (70) will be considered for financial evaluation.

## **Financial Evaluation**

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

### **Overall Evaluation**

In determination of the best value bid, the bid with lowest rate (L1) will be selected as the successful bidder. Financial Bid will be opened for only those bidder who qualifying with the minimum technical score (i.e. 70 marks). In case two or more bid are L1 rate then the bidder having higher technical score will be selected.

**Notwithstanding anything mentioned herein above, it shall be noted that the final decision of awarding the work shall remain with the RMC, and no bidder shall be allowed to question the decision of the authority. Also, if in a case there is no clear bidder can be awarded the decision of RMC for awarding of work shall be final and binding.**

**4.6** Negotiations: - Negotiations may, however, be undertaken with successful bidder, when the rates are considered to be higher than the prevailing market rates or found to be on higher side upon analyzing by bid evaluation committee. The bid evaluation committee shall have full power to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

## Section 5 General Terms of Condition

### **PROPOSED FORM OF CONTRACT Agreement**

This AGREEMENT (hereinafter called the “Agreement”) is made on the ..... day of the month of ..... 2025 between, on the one hand, the [RMC, acting through..... ] (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

#### **WHEREAS**

- A) The Authority vide its RFP for “**Name of Work/Services**”.(hereinafter called the “Project”);
  - B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
  - C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “LOA”) (hereinafter referred to as “the Assignment”) for the Consultancy fee of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (hereinafter referred to as the “Consultancy Fee”) inclusive of all applicable taxes, duties, cess, statutory charges levies and any other charges except the GST subject to fulfilment of all terms and conditions specified in the RFP document of the RMC and LOA issued by RMC to the Consultant; and
  - D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.
- NOW, THEREFORE, the parties hereto hereby agree as follows:

## 1. General

### **Definitions and Interpretation:**

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- “Agreement”: means this Agreement, together with all the Annexes;
- “Additional Services” means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the Consultant only after receiving a written communication from the Client.
- “Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- “Assignment” shall mean the Services to be provided, carried out and/or performed by the Consultant as provided in the scope of services, under the terms of RFP Documents.
- “Affiliate” or “Associate” shall mean a body corporate or any other legal entity which is under the control of the Consultant or does have control over the Consultant, directly or indirectly.
- “Confidential Information”: shall have the meaning set forth in Clause 3.3;
- “Conflict of Interest”: shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- “Contract Agreement” means the Service Agreement entered into between the Client and the Consultant together with all the Appendices, Annexure and schedules mentioned and enclosed thereto.
- “Contract Price” or “Service Fee” or “Consultancy Fee” means the sum stated by the Client in the Letter of Appointment/Intent as payable to the Consultant to provide, carry out and perform the Services, in accordance with the provisions of the Contract.
- “Contract Period” means the period of contract from the date mentioned in Notice to commence/Proceed as defined in the SCC.
- “Competent Authority” means the agency or the person authorized by Government of Chhattisgarh in present case State Urban Development Agency (RMC), to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.
- “Day” means calendar day and “year” means 365 days.
- “Dispute”: shall have the meaning set forth in Clause 9.2.1;
- “Client / Employer” means STATE URBAN DEVELOPMENT AGENCY (RMC), Chhattisgarh, and includes its successor(s) in interest and permitted assigns.
- “Effective Date”: means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- “Final Clearance” means the final clearance given by the Client upon successful completion of all the Services as specified in Scope of Services.
- “GCC” mean this General Conditions of Contract;

- “RMC” means Raipur Municipal Corporation.
- “Government” means the Government of Chhattisgarh (GoCG) and the Government of India (GoI) as the case may be and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- “Letter of Appointment” means the formal acceptance of the bid/ proposal by the Client.
- “INR, Re. or Rs.”: means Indian Rupees
- “Member”: in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities(If Applicable);
- “Party”: means the Authority or the Consultant, as the case may be, and Parties means both of them;
- “Personnel”: means persons hired by the Consultant as employees and assigned for the performance of the Services or any part thereof;
- “RFP”: means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- “Services”: means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- “Third Party”: means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- Agreement
- Letter of Award/Appointment/Intent
- Annexures/appendix/schedule of RFP; and
- RFP;

### **Relation between the parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The relationship of parties under this Agreement is on “Principle to Principle basis”. The Consultant shall provide, carry out and perform the Services under this Agreement, as an independent Agency. The execution of the Services or the performance of the Services under the contract shall not be construed to create or intend to create a partnership, or a joint venture or Client employee relationship between the Parties. The employees of the Consultant shall always considered to be the employees of Consultant for all purposes whatsoever under this Contract and they shall not have any right or claim of employment against the Client. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **Rights and Obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **Consultant's General Responsibilities**

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

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

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

## **Contract Agreement**

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

## **Sufficiency of Bid**

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

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

## **Services to be in Accordance with Contract**

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

## **Performance Security**

The Consultant shall provide Performance Security for due and faithful performance of the Contract to the Client within 15 days after the receipt of the Letter of Appointment. The performance security shall be in the form of unconditional Demand Draft /FDR/bank guarantee issued by any Nationalized/Scheduled Bank located in India, of an amount as specified in the RFP or SCC and in the form provided in Annexure 1 of this RFP documents. The cost of complying with the requirements of this clause shall be borne by the Consultant. When providing such security to the Client, the Consultant shall notify the Client/Client's Representative of so doing.

### **Period of validity of Performance Security**

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

### **Programme to be submitted**

The Consultant shall, within 15 days after the date of the Letter of Appointment, submit to the Client/Client Representative for his consent a programme, in such form and detail as acceptable to the Client/Client Representative, to provide, carry out and perform the Services. The Consultant shall also provide in writing for the information of the Client/Client Representative a general description of the arrangements and methods which the Consultant proposes to adopt for performing the Services.

### **Consultant's Employees**

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

Also, the personnel who are engaged by the Consultant to perform the Services shall have been physically examined, qualification and experience be checked and found fit for the performance of their duties, and their qualifications be acceptable to the Client.

### **Client/Client Representative at Liberty to Object**

The Client/Client Representative shall be at liberty to object to and require the Consultant to remove forthwith from the Services any person provided by the Consultant who, in the opinion of the Client/Client's Representative, misconducts himself, or is incompetent or negligent in the performance of his duties, or whose presence on the Services is otherwise considered by the Client/Client Representative to be undesirable, and such person shall not be again allowed upon the Services without the consent of the Client/Client Representative. Any person so removed from the Services shall be replaced by competent person with qualifications and experience satisfying the requirements of this RFP, shall have equivalent or better qualifications and experience than the original person as approved by the Client/Clients Representative.

### **Language Ability of Consultant's Staff**

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

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

### **Compliance with Statutes, Regulations**

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

(a) any National or State Statute, Ordinance, or other Law, or any regulation, or by law of any local or other duly constituted authority in relation to providing, performing, carrying out and completion of the Services and the remedying of any defects therein, and

(b) The Consultant shall, at all times during the period of Contract for providing the Services shall comply fully with all labour laws, Acts, rules & regulations. The manpower so deployed by the Consultant shall remain under the control and supervision of the Consultant and the Consultant shall be liable for payment of their wages, EPF, ESI, Bonus etc., as applicable, and all other dues payable under various labour regulations and other statutory provisions. The Consultant shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

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

#### **Other obligations**

1. The main objective of the Services is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.
2. The Consultant shall provide, carry out and perform the Services in accordance with the Scope of Work. The Consultant shall be liable to pay penalty for any non performance/poor performance of the Services.
3. The Consultant shall study carefully the technical/other information's provided by the Client and shall visit the site as and when required. In the event that the Consultant becomes aware of any errors or doubts about the information and data provided, the Consultant shall notify in time in writing.
4. The Consultant shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their personal or employees at their own risk and responsibility. The prime responsibility rests with the Consultant for any of the tasks and activities that are performed by their personal or employees. The Consultant shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.
5. The Consultant shall comply with all the provisions of law, rules, regulations and compliances applicable for the performance of the services.
6. The Consultant at all Stages shall coordinate with the other parties associated or appointed by the Client for this Services.
7. The Consultant shall designate at their cost a representative authorized to render decisions on behalf of the Consultant and to exercise the duties and obligations of the Consultant and to deal with matters in relation to the Services.
8. The Consultant shall be liable to Client for the Performance of Services in accordance with the provision of this Contract and for the losses suffered by Client, as a result of any failure or default of the Consultant, its Agents or servants in Performance of Services.

#### **Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the court of Raipur in the State of Chhattisgarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **Table of Contents and Heading**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by e-mail and by letter delivered by hand/registered post to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b. in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier or by post; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **Location**

The Services shall be performed in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

## **Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Commissioner,  
Raipur Municipal Corporation  
White House, Azad Chowk Rd, Near  
Mahila Police Thana, Chottapara,  
Janta Colony, Raipur,  
Chhattisgarh 492001  
Phone No. ....  
Email ID: .....

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. : \_\_\_\_\_  
Email ID: \_\_\_\_\_

**Taxes and Duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. However, GST shall be paid extra (if applicable).

**2. Commencement, Completion and Termination of Contract**

**Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

**Commencement of Services**

The Consultant shall commence the Services immediately after signing of the contract, or such other date as may be mutually agreed.

**Termination of Agreement for failure to Commence Services**

If the Consultant does not commence the Services immediately after signing of the contract as specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Consultant shall stand forfeited.

**Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [contract duration] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

## **Entire Agreement**

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

.Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **Force Majeure**

### Definition

- a. 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, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### **Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, 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.

### **Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### **Consultation**

Not later than 15 (Fifteen) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

### **Termination of Agreement**

By the Authority

The Authority may, by not less than 30 (thirty) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d. All the penalties are kept to maximum of 10% of contract value after which contract is liable to be terminated on the discretion of Authority
- e. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- f. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- g. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- i. In case the Consultant does not perform the Services as per the Contract.
- j. If the Client considers that the Consultant is without any valid reason not discharging his obligations, he can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within fifteen (15) days thereof.
- k. If the Client is of an opinion that the consultant has resorted to any fraudulent practise and has impacted the implementation of the services detrimentally, then the Client can terminate the contract by giving 15 days' notice to the consultant to represent their stand on the same, failing which the client shall terminate the contract and have right to forfeit the Performance security and debar the consultant from participating in any future services/works for 2 Calendar Years from the date of such debarment.

#### By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 60 (sixty) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 60 (sixty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively

by Clauses 3.9 or 3.10 hereof.

#### Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- b. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; (if applicable)

#### Disputes about event of termination

If either Party has dispute whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### Termination for Convenience:

The State Urban Development Agency reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the State Urban Development Agency convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **3. Obligation of the Consultant**

#### **General**

##### Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealing Third Parties.

##### Terms of Reference (ToR)

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Section 7 of the RFP document. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### **Conflict of Interest**

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

##### Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply

after a period of Two years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

#### Prohibition of Conflicting Activities

Consultant shall not engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

Consultant not to benefit from commissions, discount, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **Confidentiality**

The Consultant, and there Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the Consultant, and its Personnel or becomes a part of the public knowledge from a source other than the Consultant, and its Personnel;

- b. was obtained from a third party with no known duty to maintain its confidentiality;
- c. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d. is provided to the professional advisers, agents, auditors or representatives of the Consultant, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **Liability of Consultant**

The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: for any indirect or consequential loss or damage; and

This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

### **Reporting Obligations**

The Consultant shall submit to the Authority the reports and documents specified in the RFPdocument, in the form, in the numbers and within the time periods set forth therein.

### **Documents prepared by the Consultant to be property of the Authority**

All plans, drawings, specifications, designs, reports, submittals and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates, reports,

submittals and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings/submittals including any re-survey / investigations.

## **4. CONSULTANT'S PERSONNEL**

### **General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

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

## **5. OBLIGATIONS OF THE AUTHORITY**

### **Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, with work permits and such other documents as may be necessary to enable the Consultant to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause in Agreement.

### **Change in Applicable Law**

If, after the last date of receipt of bid, there is any change in the Applicable Laws, GST if applicable and duties which increases or decreases the cost or reimbursable expenses

incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Agreement, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

### **Payment**

- i. The Client shall make the payments to the Consultant for the Services on a monthly basis on submission of Invoices in accordance with the terms and conditions and with the details as stated in payment schedule in Sections 6 or as set forth in SCC, and shall pay for any Additional Services at rates and prices as agreed and approved by the client.
- ii. Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Additional Services:
  - a. as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services,
  - b. The net cost, approved by the Client/Client Representative, of all extra expense incurred by the Consultant.

## **6. PAYMENT TO THE CONSULTANT**

### **Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall be paid for its services as per the Payment Schedule at clause no of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 60 (sixty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**").
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the

amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.2 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

### **Retention Money**

Deleted.

### **Refund of Retention Money**

Deleted.

### **Correction of Certificate**

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

### **Final Bill and Statement at Completion**

Not later than 42 days after the issue of the Completion Certificate in respect of the completion of Assignment, the Consultant shall submit to the Nodal Officer/RMC Representative a Statement at Completion with supporting documents showing in detail, in the form approved by the Nodal Officer/RMC Representative:

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

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

### **Discharge**

Upon submission of all the deliverables/ stages to the Final Acceptance of the Client, the Consultant shall give its final invoice to the Client, with a copy to the Nodal Officer/RMC Representative, a written discharge confirming that the total of the full and final settlement of all monies due to the Consultant arising out of or in respect of the Contract.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **LIQUIDATED DAMAGES**

In case of delay in submission of the deliverables as per the timeline for deliverables given in Section 6, the Consultant shall be liable to pay liquidated damages at the rate of mentioned in section 6 of the Consultancy Fee for each stage of timelines for deliverable, per week of delay subject to a maximum of 10% of the Total Consultancy Fee/Contract Price. The Client may recover / deduct the Liquidated damages from the Consultancy Fees or Performance Security or Retention money as the case may be. Once the 10% amount shall be achieved the employer shall have the right to terminate the contract at the risk and cost of the consultant/bidder.

Provided that in case of any delay due to force majeure event or reasons beyond the control of the Consultant, suitable extension of time may be granted for completion of the Assignment without any financial implication on the consultant.

### **Penalty Clause**

The penalties implied on the successful bidder on non-fulfilment of the conditions of the RFP are as mentioned in Section 6.

For any penalty levied on the bidder, Employer would give a fair chance to the bidder to present the facts and figures stating they followed the defined processes and are not at fault. Failure to do so, at the satisfaction of the Employer may lead to levy of penalty as decided by the Employer.

## **8. FAIRNESS AND GOOD FAITH**

### **Good Faith**

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

### **Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **Dispute resolution**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

### **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon COMMISSIONER, RMC for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### **Arbitration**

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Single Arbitrator appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act,1996 and its amendments thereof. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

There shall be a sole arbitrator and Principal Secretary/Secretary/Special Secretary UADD,CG shall act as the Sole Arbitrator.

The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## **10. INSURANCE AND INDEMNITY**

10.1. The Consultant shall take at its own cost the insurance policies covering for the staffs Engaged.

## **11. Indemnity**

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

The Consultant shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client for adopting the Consultant's reports, certification and recommendation and use of other intellectual property supplied by the Consultant under the Contract.

## **12. Copyright**

The design rights and other intellectual property rights and copyright of all documents prepared by the Consultant shall remain with the Client. The Client shall be absolutely entitled to use them or copy them for any purposes and in any manner whatsoever, and need not obtain any permission from the Consultant.

## **13. Intellectual Property**

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

- (a) All inventions, discoveries, improvements, copyrightable material, concepts, the final products, all documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of Services submitted to the Client shall be deemed to be the sole property of the Client and the Consultant hereby waives any right, title or interest, if any in the same, in favour of the Client.
- (b) The Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by the Client for carrying out of any Services with any third parties.
- (c) The Consultant shall not without the prior written consent of the Client be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
- (d) The Consultant shall hand over all the working papers, workable and editable models with all linkages as developed for the Assignment, Business Plans and all related workings and outputs of the Assignment generated for executing the Assignment on successful completion of the Assignment in editable soft and hard copies.
- (e) Such documents, working papers, analysis, workable and editable Models as developed for the assignment and all related workings and outputs are the Sole Property of the Client and the Consultant shall treat all these information Confidential and shall not share the same with anybody else except on specific written instructions of the Client.
- (f) The certification and other documentation provided to the Client by the Consultant are solely for the purpose of the Assignment under the Contract, and intellectual property therein to the extent and for the purpose of the Assignment remain vested with the Client and the Consultant shall not use the same or any part thereof for any other client.
- (g) The Consultant's obligations under this Clause will survive even after expiration / termination of this Contract.

## **14. Patent Rights**

The Consultant shall save and hold harmless and indemnify the Client from and against all claims and proceedings for or on account of infringement of any patent right, design trademark or name or other protected rights in respect of any written materials or resources used for or in connection with or for incorporation in the Assignment from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

## **15. Variations**

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

No Price Variation: No Price variation is allowed to the Consultant duringContractPeriod.

### **Further Proposals**

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

### **Changed Circumstances**

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

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them.

If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

### **Extra Services/ Work**

Upon the occurrence of circumstances described in Clause 2.7 or abandonment or suspension or resumption of Services or upon termination of the Agreement, any necessary Services or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

## **16. INSOLVENCY AND BREACH OF CONTRACT**

The Authority may at any time, by notice in writing, summarily terminate the contract without compensation to the bidder in any of the following events, that is to say:-

If the bidder being an individual or if a firm, any partner there of, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estatemade against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

If the bidder commits any breach of the contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the RMC and provided also the bidder shall be liable to pay to the RMC for any extra expenditure he is thereby put to and the bidder shall under no

Circumstances be entitled to any gain on repurchase.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

## Section 6 - Special Terms and condition

The Clauses and Sub-clauses under Special Terms and Conditions shall prevail over the relevant clauses and sub clauses of Section 5 (General Terms of Conditions), in case there are any inconsistency or discrepancies between the two.

### Liquidated Damages (LD)

In regards to the clause 7.1 of Section 5 following provisions shall supersede the said provisions, the LD implied on the selected bidder on non-fulfillment of the Service Level Timelines of the RFP are as follows: -

S.N.	Report	Liquidated Damage
1	Delay in Submission of Monthly Progress Report/Quarterly Progress Report/other reports which are not linked with payment	For each delay 10 % of monthly invoice/Week of delay for delayed period will be deducted.
2.	Delay in Submission of Report /Statutory Compliances	(Amount of fine/Penalty, interest etc. levied by the respective departments for such delay/non-filing &/or incorrect fillings etc. after the start of assignment) +10% of the fine/Penalty/ interest imposed on the department as administrative expenses of the department.

- I. In regards to the Liquidated Damages to the maximum LD shall be 10% of the Contract Price.
- II. On reaching the maximum L.D value, the contract is liable to be terminated and Performance Security to be forfeited on the sole discretion of RMC.

Since the efficacy of the pre-audit depends upon timely action, it is required that all the pre-audit reports as mentioned in **Annexure -D** and its parts should be submitted monthly by the auditor before 15<sup>th</sup> day of the following (upcoming) month.

### RESPONSIBILITY FOR COMPLETENESS

Any work/works which may not be specifically mentioned in the term of reference but which are incidental to the basic scope of work are to be completed /provided by the bidder without extra charge.

### PAYMENT MILESTONE

- A. Consultant Firm will submit a pre audit report of Raipur Municipal Corporation along with professional bill on Monthly basis.
- B. GST shall be paid extra as per prevailing rate subject to submission of GST Registration Certificate along with bill.

**\*Initial Contract duration for the project shall be *One Year*.**

## Payment

In reference to the Clause 5.4 of Section 5, the payment shall be made to the consultant monthly based on the submission of requisite submittals along with supporting documents/reports.

## Minimum Team Deployment: -

Team	No of Persons	Experience
Team Leader	1	CA should have Experience of more than Five years post Qualified.
Staffs	12	Minimum qualification M.Com Or CA Articles should be experience for than 3 years.

- CA firms / consultant should ensure that **Partner/ Team Leader and their requisite staff** should be present at **“Raipur municipal corporation office” on all working days**. Also, CA firms/consultant should ensure that their **staff should be present at all Zones on regularly on all working days**. So, that account and other records are updated on regular basis.
- No of Staffs may be called to be increase, depends upon working requirement in the RMC/ Zones.
- The office setup should have all required equipment’s (like P.C/Laptop, Printers, Scanners, Network Connectivity, Vehicles etc) for proper functioning and reporting. No additional payment shall be made in this regards and participating bidders shall have to consider the same in their Financial Bids.
- In The "Financial Bid" separate rates for Team Leader & per Staffs are required to be quoted. In case of additional staffs required to be deployed by RMC can be engaged by auditor in that quoted rate.

## Liability

- a. Reference to Clause no. 3.4 – Section 5, the Consultant’s liability towards Client under or in connection with the Assignment under the contract whether for breach of obligations, tort, negligence or otherwise howsoever arising, shall not exceed total amount of the Consultancy Fee.
- b. The Consultant shall be solely responsible for any loss or damage due to accident caused to the life and property of the Consultant including its employees, workers, representatives, agents etc. during the execution of the Assignment and in no case the RMC shall be liable/ responsible for the ‘same.

## Contract Period

Initial Contract Period for the project shall be One Year. However, based on the performance of the consultant and approval form the competent authority, the contract duration may be extended further.

## Price Escalation

- a. Escalation shall be payable to the consultant for services from the date of issuance of Notice to Proceed/ Work Order. Escalation shall be considered only if extension in services with escalated rates is approved by the competent authority and the consultant is willing to execute the services at the proposed rate.

- b. However, at the discretion of the management price can be revised keeping in view of volume of work and other situations.
- c. However, in case of delay due to default of consultant no escalation shall be payable for delayed period by the Consultant.

**Contract Price**

Rate quoted by the consultant in the table FIN-1 in Form-2 of Financial Bid shall be considered as the contract price for the services (Submission of Deliverables and reporting in the prescribed timelines) to be executed for the said contract.

**6.10. Authority of Member in - Charge**

Reference to clause 1.9 of section 5 the said clause shall not be applicable for this work.

**Penalty**

- a) Penalty related to manpower deployment may be imposed as mentioned in Section -7.

**Attendance Reports**

Auditor shall have to adhere to the online attendance modules/any such other mode as designed by the RMC for registering the attendance of all staff members (including Professional Staff, field personnel etc.) designated to work for delivering the services arising out of the

agreement for this work. The credentials for "Nishtha" or any other such module/mode as designated by the RMC shall be used by the consultant for carrying out such activity. Failure to capture all the staff designated for the said project along with their monthly attendance, shall have financial implications and the consultant shall be solely liable for the same.

## **Section 7: Terms of Reference and Scope of work**

### **Introduction and Background**

#### **Introduction of the project**

- Subsequent to the 74th Constitutional Amendment, the role and functions of the ULBs has vastly expanded. The Central and State Governments, as also other agencies, have been providing the ULBs large sums of money to enable them to effectively discharge their duties and functions. The national reforms agenda for the urban sector includes reforms in municipal accounting practices and strengthening of financial discipline. As a step in this direction, it is proposed to introduce a system of pre-audit of the ULBs' books of accounts by internal auditors.
- The purpose of pre-audit and Accounting includes:
  - To improve the state of check of accounts in ULBs;
  - To facilitate quick and accurate finalization of Annual Report at the end of the financial year;
  - To ensure transparency in local governance;
  - To help Government in tracking proper end-use of grants released.
  - To ensure correctness and compliance of all rules and regulation followed in all day to day activities.
  - To ensure non-diversion of fund in its ultimate end -use.
  - To provide time bound correct information to management and donor agency and ensure timely release of grant funds and effective decision making
  - To ensure proper compliance of all statutory provisions applicable on ULBs.

#### **Role of the Auditor**

For proper implementation of the Pre-Auditing, Statutory Compliances the consultant has to abide by applicable laws, statutes, acts and guidelines. At every stage of project lifecycle, the principles of pro-activeness shall be applied and the consultant shall create the win-win situations necessarily by keeping in mind the client's requirements. Consultant should offer effective management solution to increase and improve the efficiency and outcome of the project.

Consultant should Manage the project by application of their knowledge skills and experience at various stages. However, at the same time Consultant has to face various challenges like Right to Information Act issues, inter-departmental coordination issues, Applicable rules/acts issues, disputes on identified lacunae issues etc which can be tackled only by a well organised approach of the Consultant.

A well organised Consultancy approach also included adopting various types of tools for the higher management like reporting dashboard, round table progress review an conduction of brain storming sessions, training on various field, design auditing interface, regular quality audits, quality diligence and delivery sessions in team. It is most beneficial when Consultant is thoroughly involved in project lifecycle from conception to closeout and hence the consultant shall take appropriate measures to achieve the same. Awareness of

various processes involved in auditing (as per scope of work) and detail study of multiple constraints like time-cost-risk-scope-quality-resource are an integral part of any Consultancy work. Thus commitment to conforming highest standards in auditing is expected from Consultant for above work

### **Approach and Methodology**

The consultant has to thoroughly read the Term of Reference (ToR) (along with the applicable Guidelines, rules, acts, notifications, policies, laws, statutes etc.) provided by the client and have to prepare the approach to achieve the desired output during the execution of the said assignment. The consultant has to also adhere to the requirements of **Chhattisgarh Municipal Internal Audit (Standard Procedure) Rules, 2017 No. F 5- 8/2017/18** without fail, any breach of the same shall be considered as breach of the contract and the corrective measures/actions shall be taken up as per the provisions of the agreement.

### **Scope of work :-**

The indicative role and scope of CA firms are as under -

#### **PRE-AUDIT:-**

1. CA firms -Auditors & staff must be well versed with all rules & guidelines applicable to ULBs. As per Indicative list of applicable act, rules, regulation and statutes is given in **Annexure C**
2. Pre-Audit shall cover all the payment related to day to day work of ULB of any schemes in nature of contracted works, purchase bills, advances refund of all kind of work related deposits, all kinds of consultancy fees and contingent bill etc. of ULB according to the rules and regulation as per MunicipalCorporationAct1956, Municipality Act 1961, Municipal Accounts manual & Rules, Chhattisgarh Municipal Internal Audit (Standard Procedure) Rules and Any other Law/rules applicable to ULB.
3. Auditor will ensure in each payment shall be as per terms & conditions of tenders and rate offers should be according to procurement law, policies. Applicable act, rules, regulation and statutes.
4. will ensure that Expenditure incurred is within the Budget provision allocated to particular head during Pre-Audit.
5. will ensure that all the sanctioned advances should be pre-audited and then advised for payment to disbursement officer.
6. will ensure that all the expenditure i.e. Construction work, Material Procurement, Electric Bill, Fuel, Vehicle Bill etc. is advised for payment only after the process of pre-audit, however payment related to salary, utility bill may be covered into post audit only on order by the department.
7. will ensure that all the security deposit and earnest money deposited in tender /agreement process should be deposited in the bank immediately. Similarly refund of these security deposit and earnest money deposit should be made in time.
8. Reporting for the various observations during audit shall be as per department prescribed format.

#### **INTERNAL -AUDIT:-**

1. Auditor will ensure that all revenue receipts should be accounted and bank entry payment and receipt should be reconciled with cash & bank book
2. Auditor will report that the fixed deposit and other funds should be in nationalized banks/Approved financial institutions and should earn maximum interest at their gestation

period .Details to be provided as per format attached in prescribed annexure.

3. Auditor will prepare monthly report containing list of all the unpaid bills and missing bill, if available.
4. In case of loss of ULB's assets, auditor will report the loss and prepare a statement of loss and the responsible officer/employee of ULB.
5. Auditor will ensure that all kind of tax deductions i.e. Goods and Service Tax (GST), Income tax, provident fund etc. Should be deducted from the payments as applicable, deposited properly and also should be properly recorded.
6. Auditor will ensure for proper store accounting and physical verification of goods & materials each half- yearly.
7. Auditor will prepare quarterly report of revenue against target with the data of same quarter in last financial year. Also, auditor will give justification and remedies of none or under achievement of targets.
8. Auditor will prepare bank reconciliation statement monthly with separate reporting on bank deposit and interest earned.
9. Also encourage ULBs for increasing revenue of ULB by providing suggestion & guidance to the ULBs .(Separate reports shall be submitted)
10. Auditors shall ensure that all the observation and findings during internal audit should be furnished monthly/Quarterly/Yearly to ULB including detailing about the compliance reports with pending reports etc.
11. Auditors shall ensure & identify the areas of revenue augmentation of ULB's, so that systematic approach shall be developed in order to implement the financial discipline and financial self-sustainability of Urban local bodies. Like Increase in property tax collection method, new resources of renting of ULBs asset, Highlighting opportunity cost of ULB etc. (Examples are illustrative and not exhaustive many more areas can be explored). Details shall must be covered in each month reports.
12. Any other areas/reporting/certification as may be required and directed by RMC.

### **STATUORY COMPLIANCE -**

Normally following compliance are required to be fulfilled by each ULB with help of CA firms:

1. **Income Tax:** ULBs are local government, hence exempt from income tax, but there may be instances that bank where fixed deposit has kept may deduct TDS on interest and same must be claimed back by ULB by filling of annual return.

Further ULBs pays for various contract service, salary, professional fees, rent etc. on regular basis. Consultant is required to ensure correct deduction of TDS, on time payment and return filling and ensure that adequate credit has been transferred to concerned payee. Consultant is required to reply with notices issued online/ offline by income tax department and submit it.

#### **Scope of work will be:**

- o Apply for TAN Registration if any requires
- o Help in computation of TDS Liability, deposit of TDS
- o Filling of quarterly TDS return (Now Form 26Q, 24Q, 27Q,etc.)with in Due Date
- o Issuance of TDS Certificate
- o Reply to notice, demand, error etc. providing of notes, relevant material to aware ULBs towards correct disposal of applicable provision including quarterly visit to ULB.

*Other Income Tax matters :*

- o Get Income Tax Refund after filling of Income Tax Return
  - o Reply to department inquiries, notice, compliances
  - o Get necessary registration
  - o Issue and certify necessary form whenever required.
2. **GST:** ULBs procure various service, materials or work contract services from other government department, contractors and vendor.. Further for work contract services, ULBs is required to deduct GST, TDS on all registered dealer, which in turn being deposited into GST department along with suitable challan with timely filling of return & issuance of certificate. Consultant is expected to ensure deduction at current rate, timely payment and return filling, reply to GST department for reported non-compliance and ensure that ULBs are observing 100% compliances. Scope of work will be:-
- o Apply for GSTIN/ GSTN-TDS Registration if any
  - o Help in computation of GST Liability, deposit of GST
  - o Filling of GST return like GSTR-7,GSTR 3B,GSTR -1,Annual Return etc. If applicable to ULBs
  - o Issuance of GST-TDS Certificate
  - o Reply to notice, demand, error etc.
  - o Providing of notes, relevant material to aware ULBs towards correct disposal of applicable provision including quarterly visit to ULB
3. **EPF/ ESI:** ULBs have a good number of staff under their payroll and in addition various safai-karamchari are taken on placement basis from registered placement agencies. ULB's own staff are also covered under central provident fund and employee provident fund while placement staff are covered under employee provident fund only. Consultant has to ensure that PF and ESI of all employee (including placement employee) has been deducted during salary payment and requisite payment has been made to concerned department within given timeframe. Scope of work will be:
- o Getting necessary registration of the agency done, guide to the agency if required
  - o Providing guidance to ULB in computation of liability and payment and necessary enrolment of new employee/ exiting employee
  - o Ensuring filling of periodical return as per due dates for the ULB
  - o Assistance in replying notice, demand, error etc.
  - o Providing of notes, relevant material to aware ULBs towards correct disposal of applicable provision including quarterly visit to ULB.
4. **Labor Welfare Fund:** ULBs are procuring contract service from various contractors for construction of road, drain, building, culverts and other public infrastructure. During payment of contract service, ULB deduct certain percentage of total invoice for labor welfare fund and deposit it on monthly basis to labor department after filling appropriate information. Scope of work will be:
- o Getting necessary registration, if required
  - o Assistance in computation of liability and payment and necessary enrolment of new employee/ exiting employee
  - o Filling of periodical return
  - o Reply to notice, demand, error etc.
  - o Providing of notes, relevant material to aware ULBs towards correct disposal of applicable provision including quarterly visit to ULB
5. **Royalty & Mining Cess:** Contract services for construction of road, drain, culvert, building and other public infrastructure generally use various type of mineral such as sand, stone etc., royalty against which is liable to pay to mining department. Consultant need to ensure proper compliance of above, scope will be:

- o Getting necessary registration, if required
- o Filling of return & Deposits with in due dates
- o Reply to notice, demand, error etc.
- o Providing of notes, relevant material to aware ULBs towards correct disposal of applicable provision including quarterly visit to ULB in case of loss of ULB' s assets, CA firms /consultant & staff will report the loss and prepare a statement of loss and the responsible officer/ employee of ULB.

**Other Work -**

1. comply with all the budgetary requirement and provide data for budgets preparation as when required.
2. will check that all kind of returns applicable to ULB has been submitted as per books of accounts.
3. will provide any other reporting/data/certification as maybe required and directed by Municipal corporation/state Government/ Centre Government/ finance commission.
4. Verification of Assets and Liabilities based documentary evidence. . Also preparation of Bank/cash book Reconciliation of all bank accounts and cash book on monthly basis.
5. will coordinate for statutory Audit/CAG Audit.
6. Must prepare a MIS on daily basic giving the information about the fund/ grant received, payment approved and booked in cash book during the day and balance of fund/ grant with ULB.Any other areas/reporting/certification as may be required and directed by RMC.

Further it should be noted that ULB's person are not very technically sound about applicability of taxes, deduction there under and deposit requirement, consultant may have to provide handholding session, short notes and ensure corrective measure to ensure timely compliance. Any delay in adherence of consultant request may be intimated to RMC on time bound manner to ensure corrective measure before expiry date. Separate reporting as per Annexure D, along with Returns Copy of all statutory liability shall be submitted to RMC.

Notwithstanding anything as mentioned above, the scope as mentioned in section 7 is indicative and any requirement auxiliary to the details as mentioned in this RFP and as directed by RMC shall be carried out by the consultant without any additional financial burden on the Employer.

**Important Note: Minimum Sample reporting formats to be followed during the execution of the services shall be provided to the preferred bidder after the award of work and the bidder shall abide by it. Additional formats/information shall be asked as per the need and the consultant shall adhere to the requirement and submit the requisite information in least possible turnaround time.**

## **DUTIES AND RESPONSIBILITIES**

As per the scope defined above following methodology is to be carried by the Chartered Accountant & staff with placement of Team leader with minimum experience of 5 years.

Consultant shall submit all the Monthly/Quarterly/Yearly reports pertaining to internal audit reporting formats with mail to RMC as followed by any other format as required by this department. Consultant may be called for any type of reports related to ULBs.

Bidder has to review the scope and accordingly decide on the team deployment. The scope being deliverable based bidder must ascertain the quantum of manpower required to execute the services/work, minimum manpower deployment has been provided to give a glimpse of requirements and to provide a fair idea about the complexity of the services to be executed. Responsibilities related to any calculation error/ considering the minimum deployment as full and final in their bid, shall remain with the bidders and no representation in these regards shall be entertained by the employer.

Auditors shall submit all the Monthly/Quarterly/Yearly reports pertaining to internal audit reporting formats of ULB, followed by any format as required by this department:-

1. With reference to the scope of work following activities is desired to meet the goal behind the tender:-The pre-audit will be concurrent and continuous.
2. The C.A. firm engaged will ensure that all the expenditure and receipt/income excluding pay & allowances, telephone bills, electricity bill (these bills will be audited after payment) is transacted only after the process of pre-audit.
3. Shall ensure that all the payment orders are made, bills are cleared and cheques are issued only after the internal auditor certifies that the payment is in accordance applicable act, rules, scheme guidelines of instructions, G.O., Circulars, order of competent Authority.
4. The Consultant shall also ensure that the resolution of Governing Body, which violate rule or guideline etc., the same shall be immediately brought to the notice of the concerned Commissioner.
5. Objections, if any, shall be raised at single point right in the beginning. The bills will be passed only after compliance of all the points raised by the Consultant. However, raising fresh queries on the same bill in its subsequent presentation shall be avoided. The pre-auditor should present a summary of objections raised at to ULB and department on weekly and monthly basis as suggested
6. It will be the responsibility of the Consultant to carry out fast, prompt, accurate and correct pre-audit.
7. The pre-audit should be carried out independently without any pressure from any of the offices. It may be clearly noted that for the purpose of pre- audit the auditors will be appointed directly by department and shall be accountable to department. The pre-audit work should be carried out in an objective, impartial and fair manner.
8. The appointment of Consultant will be made from the date of awarding the contract and the work of pre-audit will start from the date mentioned in the letter of awarding the contract.
9. The Consultant shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity as prescribed by the Institute of Chartered Accountants of India, having due regard to nature and

purpose of the assignment, and shall ensure that the personnel assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.

10. The Consultant shall certify on all bills/vouchers that such bills/vouchers are fit for payment.
15. Department/RMC reserves the right to call for meeting at any point of time of contract and in such case team leader /partner of the firm/shall attend the meeting.
16. As defined in during pre-audit note sheet seal of firm shall be affixed for each payment approval. No other mode (half margin etc.) shall be construed as Audit. And Audit fees shall be recovered from such firm if practices continue. Rules for IA as incorporated in ULBs act shall be followed.
17. Quarterly Grading Sheet, Income & Expenditure Statements, Outstanding Liability Details, Interest Accrual Statement, Revenue Enhancement details, Red flag issues, etc. as desired by the RMC shall be submitted within 7 days from the end of each quarter for review by Departmental Minister/PS/S/SS/Director- DUAD.
18. In regard to the services being executed by the Consultant, if any litigation/notice/penalty/legal charges is levied/incurred on/by the ULB arising out of negligence, misconduct of the services then the same shall be deducted/appropriated from the payment due/Performance Bank Guarantee/Retention money. However, if the amount to be deducted is more than the aforesaid amounts, then the consultant shall have to pay the same to the authority, failing which the contract may be terminated and the consultant might also be debarred from executing any services in the state for 2 Years from the date of such debarment. Further the department retains its legal rights to take any appropriate measure for safeguarding the interests of the Urban Administration Department and its implementing subsidiaries.

### **Important Information Regarding Manpower Deployment:-**

1. For initial deployment of team, the consultant shall be provided with the timeline of 30 days from the date of issue of work order, during which the Key Professionals shall be deployed as per the instructions of the Official in Charge. The deployment of Support Staff shall be carried out as per the site requirements and as per the instructions of the Employer/Nodal Officer.
2. Following shall be, but not limited to, the part of the fees quoted for the services:
  - a. Local travelling to site
  - b. Office establishment and its maintenance cost
  - c. Administration cost i.e. Printing & stationary, communication expenses, IT & Computer expenses etc
  - d. Travelling, lodging and boarding for the staff travelling from the office to site
  - e. Inspection/visit to be carried out by the Consultant (if any) as advised by the client
  - f. Monthly Remunerations to the Staff Members. etc.
3. The client reserves the right to modify the deployment of manpower based on the requirements.
4. The Auditor shall have to precisely access the staff to be deployed. In case if staff mentioned is incompetent to perform the work/activities then either additional staff shall have to be deployed or the incompetent staff shall have to be replaced immediately as the case may be for which no extra payment shall be made to the consultant.
5. Auditor shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Personnel so as to incentivize them to remain in its employment.
6. Auditor shall not make any changes to the composition of the Key Personnel and not require or request any member to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from RMC that would have the same effect):
  - Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
  - Without RMC's prior written consent.
7. Auditor shall promptly notify RMC of its intention to re-hire any member who had resigned from Consultant in the previous 12-month period. RMC shall have the right to reject any member who resigns and is re-hired by Consultant within 12 months of the resignation date.
8. **The Auditor shall take utmost care to deploy the manpower satisfying the requirements of this RFP.**
9. **For better implementation of the services and thorough due diligence, the consultant shall adopt an appropriate rotation policy (with due approval of RMC) and rotate the resources deployed for execution of the services regularly.**

## **Evaluations**

- a. Consultant shall evaluate the qualifications and the experience of the personnel it proposes to hire for the services, it is the responsibility of Consultant to cross check and verify the information. RMC shall not be liable for any inquiry/query arising out of the same.

## **Replacement**

- a. In case the resource has resigned then the Consultant has to inform within one week of such resignation.
- b. Consultant shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that there is at least 2 weeks of overlap period in such replacements. However, the role of any Key member shall not remain vacant for any longer than 15 days without penalty, subject to reasonable extensions requested by Selected Consultant and approved by RMC.
- c. Before assigning any replacement member of the Personnel to the provision of the Services, selected Consultant shall provide RMC with:
  - (i) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by RMC ; and
  - (ii) An opportunity to interview the candidate.
- d. The bidder has to provide replacement resource that is having same or better credential resource on the same parameters defined in this RFP document. Once this is confirmed, the RMC may conduct an interview of the candidate and notify selected Consultant within ten days after its interview (or if RMC does not request an interview within ten working days after selected Consultant has provided the information, then it would be deemed as accepted).
- e. If RMC does object to the appointment, selected Consultant shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

## **High Attrition**

- a. If in the first 6-month period from the Contract Effective Date 30 percent or more of the members cease or reduce their involvement in the Services for any reason other than with RMC's prior written consent, Consultant shall:
  - a. Provide RMC with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Selected Consultant with any departing member; and
- b. If such change of Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, consultant shall undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Personnel including making reasonable changes to the human resources policies and procedures applicable to the Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

## Penalty for Manpower Deployment

Penalty Amount											
Sr. No.	Activities	Penalty									
1.	Penalty	<p>1. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer. In case of failure to meet the standards of the client, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. The replaced resource will be accepted by the RMC only if he/she meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the client. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the RMC.</p> <p>2. To reduce the replacement of Key Resources, for every replacement of each Key Resource (TL) after 50% of the replacement's penalty amounting to INR 30,000/ Incidence shall be applicable. The Penalty shall not be applicable if the replacement is instructed by the RMC. For ease of understanding, consultant shall be allowed to replace upto maximum 50% of the deployed Key Resources, however on reaching the prescribed limit, for each new replacement the aforementioned penalty shall be applicable.</p> <p>3. Failing to deploy the requisite manpower in the prescribed timeline, the consultant shall be liable to pay a penalty as follows:</p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Position</th> <th>Penalty Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TL</td> <td>Rs 30000/Individual/Fortnight of Delay</td> </tr> <tr> <td>2</td> <td>Staff</td> <td>Rs 2500/Individual/Fortnight of Delay</td> </tr> </tbody> </table> <p>4. For all resource deployed for the said contract, if any resource if proposed to be absent from the services for more than 7 consecutive days than a replacement of the said resource needs to be provided by the consultant without any additional cost. However, failing to deploy the requisite replacement, the consultant shall be liable to pay a penalty for the number of days, the said resource is absent, more than the prescribed days at the per day rate as derived from the penalty amount in Sr.no 3. The employer shall have the right to waiver such penalty if considerable ground is available for prolonged absence due to any undue incidences/emergencies.</p> <p>5. The maximum penalty during the contract period shall be 10% of the contract price. If the penalties deducted reach the prescribed value then the client shall have right to terminate the contract and forfeit the Security Deposit.</p>	Sr No	Position	Penalty Amount	1	TL	Rs 30000/Individual/Fortnight of Delay	2	Staff	Rs 2500/Individual/Fortnight of Delay
Sr No	Position	Penalty Amount									
1	TL	Rs 30000/Individual/Fortnight of Delay									
2	Staff	Rs 2500/Individual/Fortnight of Delay									

**Annexure - C: List of act, rules, regulation and applicable statues on ULBs**

S.N.	Activity	Applicable Act, Manual, Rule Book	Rules & Regulations	Statutory compliance applicable
1	Procurement of work contract services/ Contractor	1. Chhattisgarh Municipal Act 1956 2. PWD Manual 3. General Financial Rule (as per requirement)	1. PWD Building SOR (2015) 2. PWD Road SOR (2015) 3. CG PHE SOR (6 Amendments) 4. PWD Electrical SOR (2015)	TDS, GST, LWF, SD, Royalty, TDS under GST
2	Procurement of material	1. Chhattisgarh Store Purchase Rule 2002 2. www.gem.gov.in 3. Vittiya Sanhita (Part 1 and 2)	1. Amendments in Government e-Marketplace (GeM) 2. Guidance from RMC 3. Financial Code (Rule 114 to 144)	GST, TDS under GST
3	Salary of placement staff	1. The Employees' Provident Fund Scheme 1952 (Rates) 2. The Employees' State Insurance Act 1948, Labour Rate	1. Notifications From RMC	EPF, ESIC, TDS, GST, TDS under GST
4	Salary of permanent employee	1. Chhattisgarh Suvidha Handbook 2. Vittiya Sanhita (Part 1 and 2) 3. The Provident Funds Act, 1925	1. Notifications From RMC 2. Financial Code (Rule 72 to 94) 3. Pension Rule 4. GPF Rule 5. CPF Rule 6. GIS Rule 7. Leave Encashment Rule	TDS, GPF, CPF, GIS, Pension, Gratuity
5	Allowance/ claim processing of ULB's employee	1. Chhattisgarh Suvidha Handbook	1. Misc. Allowances Rule 2. CG Civil Services (Medical Attendance) Rules, 2013 3. Travelling Allowances Rule 4. Notifications from RMC	-
6	Audit of Revenue	1. Chhattisgarh Municipal Act 1956 2. Vittiya Sanhita (Part 1 and 2)	1. Property Tax (Sec 135 to 172) 2. Financial Code (Rule 29 to 49) 3. Provisions as passed by MIC	
7	Electricity bill	-	1. Notifications From RMC	-
8	Telephone bill	Chhattisgarh Suvidha Handbook (Telephone Facility)	1. Notifications From RMC 2. Suvidha Handbook (Telephone Facility)	-
9	Audit of stores	1. Chhattisgarh Store Purchase Rule 2002 2. Vittiya Sanhita (Part 1 and 2)	1. Financial code (Rule 132,133,134,135)	-

**Note:** Has to comply with all the Instruction given by **State Urban Development Agency** (Reference: State UAD department) & all the Team shall be well be versed by the Above Act.

# ANNEXURE - D

# **ANNEXRE-1: TECHNICAL BID**

## **RFP FORM-1: LETTER OF PROPOSAL**

(On Bidder's Letter Head)

(Date & reference)

**To,**

**Commissioner**

**RMC,**

**Raipur Chhattisgarh**

**Phone No. ....**

**Email ID: .....**

**Subject: "RFP for Engagement of Consultant Internal/ Pre-audit for Statutory compliance and Management reporting."**

Dear Sir,

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

1. The Bid is being submitted by (name of the Bidding Company) who is the Bidding Company, in accordance with the conditions stipulated in the RFP. Our Bid includes the Letter (s) of Acceptance in the format specified in the RFP.
- 2) We have examined in detail and have understood the terms and conditions stipulated for Qualification of the bidders in the RFP Document issued by RMC and in any subsequent communication sent by RMC. We agree and undertake to abide by all these terms and conditions.
- 3) The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in ourBid.
- 4) The Bidding Company/Bidding JV of which we are the Lead JV Member (strike out whichever is not applicable), satisfy the legal requirements and in our opinion by itself / along with its bidding partners meets all the eligibility criteria laid down in RFP.
- 5) A Power of Attorney, to sign all Technical and Financial Proposals, hold negotiations with RMC and sign the Development Agreement, in respect of the Project, is included as part of the Proposal.
- 6) A Power of Attorney from the Bidding Company authorizing the undersigned as the Authorised Representative, Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
- 7) We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Scope of Work and commence operations as per the RFP documents or the Contract Agreement within time schedule indicated therein, from the date of signing the Contract Agreement.
- 8) We agree to abide by this Bid for a period of 180 days from the date fixed for receiving the

same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

For and on behalf of :

Signature :

(Authorized Representative and Signatory)

Name of the Person:

Designation:

Contact Details:

Landline No:

Mobile No:

E-mail Id:

Company Seal

\_\_\_\_\_  
(Name of firm)

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

\_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

## List of Eligibility Document

Eligibility Criteria		
Sr. No	Particulars	Requirement
1.	Bid Security	As per section 3 clause 3.14.1
2.	Legal firm	As per Section 3 Clause 3.12
3.	Financial capacity/turnover	As per Section 3 Clause 3.12
4.	PAN number and TIN number	As per Section 3 Clause 3.12
5.	Experience	As per Section 3 Clause 3.12
6.	CV	As per RFP
Only the bidders qualifying the minimum eligibility criteria and minimum marks are further carry forward for financial evaluation		

Following are the proof to be attached:-

Proof 2:- Legal firm proof/certificate (to be place/attached here)

Proof 3:- Turnover proof (Last three years financial statement)

Proof 4:- PAN number and GSTIN number proofs (to be placed/attached here in the form of pancard copy and GSTIN number copy.)

Proof 5:- Experience Certificates

Proof 6:- CV's of team Leader including undertaking .

Note :- 1. In case of false data provided by bidder in proof 6 then 0 marks will be given in respective Team Structure.

**RFP Form 2: Summary of Information**

<b>S. No.</b>	<b>Particular</b>	<b>Detail</b>
1	Company detail	Full legal name of bidder company
		Country of registration
		Registered office address
		Type of registration
		Telephone number
		Fax number
		e-mail address
		Company registration number
		Company PAN
		Company GST number
2	Contact person detail	Name
		Mobile number
		Designation
		e-mail id
3	Power of attorney for signing of tender and contact details	Name
		Title
		Telephone number
		Fax number
		e-mail id
		Address
4	RFP Document Fees	Demand draft number
		Name of bank
		Branch address of bank
		Amount
		Bank instrument
5	EMD Details	Fixed Deposit Number
		Name of bank
		Branch address of bank
		Amount
		Bank instrument
6	<p>For the Bidder state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p>	

S. No.	Particular		Detail
	<p><b>Yes/No</b></p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p><b>Yes/No</b></p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p><b>Yes/No</b></p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p><b>Yes/No</b></p> <p>(v) Has the Bidder suffered bankruptcy/insolvency in the last five years?</p> <p><b>Yes/No</b></p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder might be not eligible for this assignment. However, if the bidder feels that inspite of the above he is eligible, he should submit the documentary evidence in support thereof.</b></p>		
7	<p>Does the Bidder's firm/company combine functions as a Service Provider or adviser along with the functions as a contractor and/or a manufacturer?</p> <p><b>Yes/No</b></p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a Service Provider/ adviser to RMC and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p><b>Yes/No</b></p>		
8	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Services?</p> <p><b>Yes/No</b></p> <p>If yes, does the Bidder agree that it will only be acceptable as Service Provider, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating</p>		

S. No.	Particular		Detail
			<p>to any goods or services for any other part of the Assignment) other than that of the Service Provider?</p> <p><b>Yes/No</b></p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Service Provider/ adviser for RMC only?</p> <p><b>Yes / No</b></p> <p>(Signature, name and designation of the authorised signatory)  For and on behalf of .....</p>

**RFP Form 3: Details of the Experience /Assignments**

<b>S. No .</b>	<b>Name of the Company</b>	<b>Operating turnover in Rs. Cr. (in the year of assignment)</b>	<b>Industry (Construction /Other)</b>	<b>PSU/Pvt. Sector Co.</b>	<b>Year of Audit Assignment</b>	<b>Ref. Page no. of supporting Docs</b>
1.						
2.						

# The Bidder should provide details of only those projects/assignments that have been undertaken by it under its own name.

**Note:**

1. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

**RFP Form 4: Financial Capability**

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

<<On the letterhead of the Chartered Accountant >>

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

<Location, Date>

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

Financial Data

Name of Bidder
----------------

(a) .....

(b) Attach audited balance sheet including Auditor’s Report for the past three years ending 31<sup>st</sup> March 2024 for the immediate previous year, Provisional Certificate can also be provided

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

Summaries assets and liabilities in Indian Rupees for the past three years ending 31<sup>st</sup> March 2024 from the audited balance sheet.

Financial Information	Year 2023-	Year 2022-	Year 2021-
	2024	2023	2022
	<i>Rs. In Lakhs</i>	<i>Rs. In Lakhs</i>	<i>Rs. In Lakhs</i>
1. Annual Turnover from Similar type (Only Services) of Services of Applicant			

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

Designation

Signature of Authorized Signatory

Seal of Audit firm

Date:

Note:

**RFP Form 5: DETAILS OF THE PARTNER/PAID ASSISTANT/STAFF**

**Form-C Details of Full Time Partners\***

S. No.	Name	FCA/A CA	Membership No.	Date of Joining the Firm/LLPs/ Proprietary Firm	Specialization /Area of Partner	Ref. Page no. of supporting Docs
1.						
2.						
3.						

\*Encl-Supporting document

**Form-D Details of CA Paid Assistant CA/full time Employee\***

S. No.	Name	FCA/A CA	Membership No.	Date of Joining the Firm/LLPs/ Proprietary Firm	Specialization/ Area of Partner	Ref. Page no. of supporting Docs
1.						
2.						

\*Encl-Supporting documents

**Form E Details of Other Audit Staff\***

S. No.	Name	FCA/A CA	Membership No	Date of Joining the Firm/LLPs / Proprietary Firm	Specialization /Area	Ref. Page no. of supporting Docs.
1						
2						

\*Encl-Supporting document

**RFP Form 6: STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letter head of the Bidder)*

Ref.

Date:

To,

**Commissioner**

**Raipur Municipal Corporation,**

Chhattisgarh,

Raipur.

Dear Sir,

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

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable*

**Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.**

**RFP Form 7: FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**“Request for Proposal for “ Name of work.”**

**Anti-Collusion Certificate**

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

**RFP Form 8: FORMAT FOR PROJECT UNDERTAKING**

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

Ref.

Date:

To,

**Commissioner,**

**Raipur Municipal Corporation**

Chhattisgarh,

Raipur.

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

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

We hereby agree and undertake as under:

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

**RFP Form 9: FORMAT FOR AFFIDAVIT**

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

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

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

Signed by an authorized officer of the firm  
Designation of officer  
Name of Firm  
Date

**RFP Form-10- SAMPLE POWER OF ATTORNEY**

**Power of Attorney**

*(To be executed on `100 Non Judicial Stamp Paper)*

Know all men by these presents, We, \_\_\_\_\_(name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms \_\_\_\_\_son/daughter/wife and presently residing at

\_\_\_\_\_, who is presently employed with us and holding the position of\*\*\*\*\* as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for RFP for "Name of Work". "proposed to be selected by RMC including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to RMC, representing us in all matters before RMC, signing and execution of all contracts and undertakings consequent to acceptance of our application and generally dealing with RMC in all matters in connection with or relating to or arising out of our Application and/or upon selection thereof us till the entering into of the Agreement with RMC.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\*For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

- 1. Notarised
- 2.

Accepted

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(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**RFP Form 11: INFORMATION ON LITIGATION**

<b>Sl. No.</b>	<b>Name of bidding entity</b>	<b>Name of agency with which litigation and brief subject</b>	<b>Estimated financial liability</b>

Signature of Authorised Signatory

**RFP Form 12: Curriculum Vitae (CV) Of Key Personnel (Team Leader)**

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

1. Proposed Position				
2. Name of Firm				
3. Name of Expert				
4. Date of Birth		5. Citizenship		
10 Education				
11 Membership in Professional Associations				
12 Countries of Work Experiences				
13 Languages				
	English			
14 Employment Record		Hindi & Chhattisgarhi		
From		To		

Employer :

Position held				
From		To:		
Employer :				
Position held				

**Note:** Add separate sheet if required.

### 15 Work Undertaken That Best Illustrates Capability to Handle the Tasks Assigned

Year	
Location	
Client	

#### Main Project Features

#### Positions Held

#### Activities Performed

**Note:** Add separate sheet if required.

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

Certification:

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

(ii) This CV correctly describes my qualifications and experience

(iii) I am not employed by the Executing or the System Integrator

(iv) I was not part of the team who wrote the Scope of Work for this RFP.

(v) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the project and the schedule set out in the Proposal.

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

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

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

Date:

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

Full name of authorized representative: \_\_\_\_\_

## **TECH 1: Declaration of Non-Blacklisting**

<Location, Date>

To

Commissioner

Raipur Municipal Corporation,  
Chhattisgarh,  
Raipur.

Dear Sir,

Sub.: Undertaking on the not Black-Listed Requirement

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

Sincerely yours

Name:

Designation:

Bidder Organization Name:

Date:

Seal:

**SAMPLE FORM FOR LETTER OF APPOINTMENT/AWARD**

**LETTER OF APPOINTMENT/INTENT/AWARD**

Ref:

Date:

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**KIND ATTN:** \_\_\_\_\_

Sub: - **Letter of Appointment/Award for “ \_\_\_\_\_ ” in RMC.**

Ref: 1) Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_;

2) Letter of Proposal No. \_\_\_\_\_ dated \_\_\_\_\_;

Dear Sir,

(1) RMC is pleased to inform you that your Proposal for “ \_\_\_\_\_ ” has been accepted by State Urban Development Agency (RMC). You have been selected as the Preferred Bidder to provide, carry out and perform the services as per the scope of work given in said RFP, for the Consultancy Fees of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) subject to your fulfilment of all terms and conditions specified in the RFP document. The contract price will be inclusive of all applicable taxes, duties, statutory charges levies and any other charges excluding GST if applicable. The payment

of the contract price will be as per the terms of the RFP document.

- (2) You are requested that, within 30 (Thirty) days of the date of receipt of this Letter of Appointment, you shall:
- a) provide requisite Performance Security in accordance with the provisions of the General Conditions of Contract for \_\_\_\_\_./-( Rupees \_\_\_\_\_ only) being, 5% of the Contract Price in the form of an unconditional bank guarantee issued by any Nationalised/ Scheduled Bank located in India in a form indicated in the RFP document and as may be acceptable to RMC;
  - b) Provide requisite proof of insurance in accordance with the provisions of sub-clause [ ] of the Conditions of Contract of RFP documents; and
  - c) You are required to sign the Service Agreement, in duplicate, prepared by the Client (i.e. RMC) as per Clause of the Instruction to Bidders.
- (4) After signing of Service Agreement, a separate letter for Notice to Proceed/ Commence/Work Order will be issued for the Assignment. Meanwhile you are requested to make necessary arrangements to commence the work for the Assignment.

Please return the duplicate copy of this "Letter of Appointment", duly signed by your authorized signatory, as your acceptance of this LOA.

However, if the accepted LOA is not returned within the 7 days from the date of issuance or the requirements of LOA are not met within the prescribed timelines, then RMC retains the right to withdraw the LOA and issue the same to next preferred bidder as per the conditions of the RFP.

Yours faithfully,

**Agreed and Accepted**

For **RAIPUR MUNICIPAL CORPORATION**

\_\_\_\_\_

\_\_\_\_\_  
( )

Authorised Signatory of

Authorised Signatory

\_\_\_\_\_

\_\_\_\_\_

(Company Seal)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

(Company Seal)

# **ANNEXURE -2: FINANCIAL BID**

**Form-1: Financial covering letter**

(Covering Letter)

(On Bidder's letter head)

To,  
Commissioner  
Raipur Municipal  
Corporation,  
Raipur Chhattisgarh

Sub: RFP for "Engagement of Consultant Internal/ Pre-audit for Statutory compliance , Management reporting for Statutory compliance and Management reporting."

Dear Sir,

I/We, .....(Bidder's name) herewith enclose the Financial Bid for "Engagement of Consultant Internal/ Pre-audit for Statutory compliance , Management reporting of Raipur Municipal Corporation for Statutory compliance and Management reporting."

I/We agree that this offer shall remain valid for a period of 180 days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

## Form-2: Financial bid form

### FINANCIAL BID

### Annexure-B

#### **format for submission of Professional Fee Quote**

*To be printed on the letter head of the Firm/LLPs/ Proprietary Firm*

Professional Fees for Engagement of Consultant Internal/ Pre-audit, of the Files of Raipur Municipal Corporation (as per Municipal accounting codes) for Statutory compliance, and Management reporting.

(Amount is Rs)

SL No	Particulars	No of Person	Rate Per Person Per Month	Total (Per Year)
1	Team Leader	1		
2	Staffs	12		
<b>Total (excluding GST)</b>				
<b>(Amount is words... .. )</b>				

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

1. The above mentioned price would be inclusive of all taxes (whichever is applicable) except GST. No payment will be done above the quoted price except GST if applicable.
2. Financial Bid need to be submitted separately in a sealed envelope clearly mentioning the Name of assignment for which the bid is being submitted. All payments shall be made in INR.
3. In The "Financial Bid" separate rates for Team Leader & per Staffs are required to be quoted. In case of additional staffs required to be deployed by RMC can be engaged by auditor in that quoted rate.