

**RFP No. 8183/STN-186680/SUDA/IA/2026**

**Request for Proposal**

**Dated- 02/03/2026**

***“RFP for Engagement of Consultant for conducting Post- Audit,  
Pre/Internal Audit & Statutory compliance in Durg Cluster -48  
ULBs of Chhattisgarh State.” (2<sup>nd</sup> Call)***

**State Urban Development Agency  
Indravati Bhavan, Nava Raipur Atal Nagar, Chhattisgarh**

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**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
SUDA	:	State Urban Development Agency
JD	:	Joint Director
TA	:	Transaction Advisor
TEFR	:	Techno Economic Feasibility Report
ToR	:	Terms of Reference
ULB	:	Urban Local Body
VfM	:	Value for Money

**STATE URBAN DEVELOPMENT AGENCY**

4<sup>th</sup>Floor, D Block, Indravati Bhavan (HOD Building), Nava Raipur Atal Nagar, Chhattisgarh,492002  
Phone: 0771-2222402, [audit.cgsuda@gmail.com](mailto:audit.cgsuda@gmail.com)

**RFP NOTICE**

No./09/SUDA/IA/2026/8183

Nava Raipur Atal Nagar, DATED 02/03/2026

**Online bids are invited for “RFP for Engagement of Consultant for conducting Post Audit, Pre/Internal Audit & Statutory Compliance in Durg Cluster-48 ULBs of Chhattisgarh State.” (2<sup>nd</sup> Call)**

State Urban Development Agency (SUDA) is the Mission Directorate for implementation of all Centrally and State Sponsored Schemes of Urban Development in the State. Through this notice SUDA invites online bid“ RFP for Engagement of Consultant for conducting Post Audit, Pre/Internal Audit & Statutory Compliance in Durg Cluster-48 ULBs of Chhattisgarh State.”

<b>System Tender No.</b>	<b>Classification of Cluster</b>	<b>EMD</b>	<b>RFP Document Fee</b>
186680	Cluster-3- Durg	INR 5,00,000/-	INR 10,000/-

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> from 3/3/2026 17:30 Hours (IST) on wards.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

1. All eligible/interested Bidders are mandated to get enrolled on e-Procurement portal.
2. Bidders can contact Help Desk for any clarification of their doubts regarding the process of Electronic Procurement System. Help Desk at Toll Free No. 1800 419 9140 or through Email ID [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in)
3. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
4. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in the <https://eproc.cgstate.gov.in> only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
5. The eligible bidder may submit their bid online only and only physical submission of Original EMD, RFP document fees, Affidavits, Technical Cover Letter, Power of Attorney, signed RFP document and Financial Covering Letter (Annexure 2- Form-1) in original as detailed in RFP document.

**-SD-**

**Chief Executive Officer**

### **Disclaimer**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the SUDA or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement or an offer by the SUDA to the prospective Bidder or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful for formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SUDA in relation to set up the "RFP for Engagement of Consultant for conducting Post Audit, Pre/ Internal Audit & Statutory Compliance in Durg Cluster 48 ULBs of Chhattisgarh State. "Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SUDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The SUDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The SUDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the SUDA is bound to select Bidder or to appoint the Selected Bidder, as the case may be, "and the SUDA 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 SUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SUDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

**-SD-**

**Chief Executive Officer**  
State Urban Development Agency,  
Nava Raipur Atal Nagar

### Quick Information Data Sheet

“RFP for Engagement of Consultant for conducting Post Audit, Pre/ Internal Audit & Statutory Compliance in Durg Cluster 48 ULBs of Chhattisgarh State.” (2<sup>nd</sup> Call)

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: 02/03/2026, Time: 17:30 hrs.</b>
Last date and time of Submission of Bid (Bid Due Date)	<b>Up to Date: 23/03/2026; Till 17:30 hrs – Online</b> <b>Up to Date: 27/03/2026; Till 15:00 hrs – Physical</b>
<b>Last date and time for receipt of queries for clarifications</b>	<b>10/03/2026; 12:00 pm as in specified format &amp; procurement on in this document for any clarification &amp; queries bidders may contact. <a href="mailto:audit.cgsuda@gmail.com">audit.cgsuda@gmail.com</a></b>
<b>Date, time and venue of pre- bid conference</b>	<b>11/03/2026; 13:00 hrs Online via Google Meet</b> SUDA has invited you to a Pre-Bid Meeting for RFP for Engagement of Consultant for conducting Post Audit, Pre/ Internal Audit & Statutory Compliance in Durg Cluster 48 ULBs of Chhattisgarh State. (2nd Call) Wednesday, 11 March · 1:00 – 1:30pm Time zone: Asia/Kolkata To join the Meeting on google meet, click this Link: Google Meet joining info Video call link: <a href="https://meet.google.com/acj-faut-jmr">https://meet.google.com/acj-faut-jmr</a> OR Physically as at below mentioned address; <b>Chief Executive Officer,</b> State Urban Development Agency, Block-D, 4th floor, Indravati Bhavan, Nava Raipur Atal Nagar, C.G.-492002
Mode of Submission of RFP	<b>Online (Required Physical documents as mentioned in this RFP must be submitted through speed post /registered post only.</b> <b>Note: -(No drop box facility will be available.)</b>
Opening of Technical Bid	<b>At 16:00 hour on Date 27/03/2026</b>
Date of opening of Financial Bid	To be intimated later to the technically qualified bidders.
Duration of services:	Two (02) Years
Cost of RFP Document	Rs.10,000/- (Ten Thousand Rupees Only) Demand draft in favor of CEO, State urban development agency, payable at Raipur. <b>Note: The bidder has to submit tender fee for D U R G cluster for which they are participating.</b>
Earnest Money Deposit (EMD)	5, 00, 000/- <b>Note: The bidder has to submit EMD of INR 5 lacs for Durg cluster which they are participating.</b>
Validity of EMD	180 Days
Validity of proposal	180 Days.
Selection Process	As per RFP.
Representative/Contact Person of SUDA, for further information	Phone 0771-2222402; Fax0771/2222409 Email: <a href="mailto:audit.cgsuda@gmail.com">audit.cgsuda@gmail.com</a>
Evaluation Criteria	As per RFP
Address where Bidders must send proposal	<b>Chief Executive Officer,</b> State Urban Development Agency, Block-D, 4th floor, Indravati Bhavan, Nava Raipur Atal Nagar, C.G.-492002

**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 State Urban Development Agency (SUDA), Chhattisgarh, Nava Raipur Atal Nagar
CEO, SUDA	Shall mean the Chief Executive Officer of State Urban Development Agency, 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 SUDA 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 LLP/Partnership firm who submits Proposal in response to RFP Document.
Committee	Means Committee Constituted for Evaluation of Proposals.
Contract	Means the Contract executed between Client and successful bidder 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 State Urban Development Agency (SUDA), Chhattisgarh.
JD	Joint Director
Ro-DUAD	Regional Offices of Director of Urban Administration and Development

## Section 2: Background and details of project

### 2.1 Background of the project

- 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, Labour Welfare Fund, Mining Cess etc. Initially being de-centralized approach, every ULB used to appoint its own consultant and complete compliance at their end.
- Citing such predicaments, SUDA had taken an initiative by introducing internal/Pre/Post Audit reforms in ULBs with engagement of CA firm in the year 2015, this kind of practice was being done first time in India at that point of time. Result was very encouraging and ULBs were benefitted in various aspects of its functioning e.g. self-sustainability, financial discipline, compliance of applicable norms, improved work allotment and disbursement process, statutory compliance, fund management etc.
- Having seen the outcome of engaging the CA firms Post Audit from 13/10/2020 till execution of agreement for this RFP, Pre- Audit, Post Years, Internal Audit & Statutory Compliance for four year & six months (approx.) year period as reforms in ULBs. SUDA, hereby intends to engage CA firms for for conducting Post- Audit, Pre/Internal Audit & Statutory compliance in Durg Cluster-48 ULBs of Chhattisgarh State.
- **Assignments details are as below:-**

Cluster	Name of Cluster
III	Durg

- **Concerned Joint Director shall be responsible for Supervision and monitoring of the work for Durg Cluster.**
- **The purpose of assignment includes:**
  - To ensure system of Pre/Post Audit, Internal Audit mechanism in ULBs of C.G. State
  - To ensure financial discipline & timely tax compliance mechanism in ULBs of C.G. State.
  - To ensure transparency in local governance;
  - To ensure correctness and compliance of all rules and regulation followed in all day to day activities related to income & expenditure etc.
  - To ensure non-diversion of fund in its ultimate end-use.
  - To provide time bound correct information to management and donor agency for effective decision making.
  - To ensure proper compliance of statutory provisions applicable on ULBs.

For purpose of this RFP, **all ULBs have been divided into 3 clusters**. Already two cluster have been awarded. The offer under this RFP is invited on Durg cluster . list of ULBs and indicative list of professionals are given in **Annexure-B for Durg Cluster. List & no. of required professional is indicative only, which can be changed as per actual requirement, for which each bidder should conduct its own investigations, and analysis in order to execute the service successfully as per RFP.**

**Note- Work is deliverable based and payment is subject to achievement of Deliverable milestone only.**

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

#### **3.1 Request for Proposal**

Request for Proposal (RFP) for “RFP for Engagement of Consultant for conducting Post Audit, Pre/ Internal Audit & Statutory Compliance in Durg Cluster 48 ULBs of Chhattisgarh State. (2nd Call) ”SUDA intends to select the Bidder for each Durg cluster through a competitive bid process in accordance with the procedure set out here in.

#### **3.2 Due Diligence by Applicants**

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

#### **3.3 Sale of RFP Document**

Bid document is available at the SUDA’s website <http://uad.cg.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 **INR10,000.00/-(INR Ten Thousand only) for Durg** cluster for which bidder is applying in the form of a demand draft in favour of Chief Executive Officer, SUDA, Nava Raipur Atal Nagar Chhattisgarh and payable at Raipur (Chhattisgarh) along with bid documents. **Documents Constituting the Bid**

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

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

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

- a) The bidder shall furnish, as part of the pre-qualification, an EMD as mentioned in Quick Information Data Sheet for Durg Cluster for which they are participating.
- b) The EMD shall be in Indian Rupees and shall be in the form of Fix Deposit Receipt (FDR) drawn in favour of “Chief Executive Officer, SUDA, Nava Raipur Atal Nagar Chhattisgarh, ” Payable at Raipur” and valid for 180 days from the date of submission of bid.
- c) Refund of EMD: EMD of all unsuccessful bidders except the 2<sup>nd</sup> Lowest/Ranked bidder, would be refunded by SUDA within 45 days of the bidder being notified as being unsuccessful. 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 for Durg Cluster for which bidder are participating.
- e) The EMD shall be for 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 with in the stipulated time or any extension there of provided under the LOA/LOI by the SUDA.
  - 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.The Bidder has made a material misrepresentation or has furnished any materially

incorrect or false information.

- f) The Bidder does not provide, with in the time specified by the SUDA, the supplemental information sought by the SUDA for evaluation of the Bid.
- g) If the Bidder refuses to accept the correction of errors in his Bid.

### **3.5 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").

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

The SUDA 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 done on the basis of QCBS.

### **3.7 Duration of the Project**

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

### **3.8 Communications**

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

**Chief Executive Officer, SUDA,**

4<sup>th</sup> Floor, D-Block, Indravati Bhavan, Nava Raipur

Atal Nagar Chhattisgarh-492002 Phone No. 0771-2222402

Email ID: [audit.cgsuda@gmail.com](mailto:audit.cgsuda@gmail.com)

- II. The Official Website of the SUDA is: <https://eproc.cgstate.gov.in>
- III. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:  
RFP Notice No./8183/STN-186680 "Request for Proposal (RFP) for "RFP for Engagement of Consultant for conducting Post Audit, Pre/ Internal Audit & Statutory Compliance in Durg Cluster 48 ULBs of Chhattisgarh State." (2<sup>nd</sup> Call)

### **3.9 Condition of Pre-Qualification and Eligibility of Applicants**

3.11 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided here in. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

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

S.No.	Eligibility Criteria	Supporting document to be Submitted
1	<p>Legal Entity: The Bidder must be CA partnership firm / limited liability partnership (LLP) Partnership firm validly incorporated and/or registered under the laws of India with a registered office and operations in India. The Bidder should be operational in India for at least last fifteen years as of 01.01.2026. (JV/Consortium is not allowed)</p>	<p>Bidder should submit the duly notarized documents as following: A) Certificate of Incorporation B) Latest Partnership Deed. C) Copy of GST Registration Certificate. D) Copy of PAN E) Constitution Certificate as issued by ICAI as on 01.01.2026.</p>
2	<p>The Bidder must currently be empaneled with the CAG for audit of Government Accounts.</p>	<p>Attach copy of latest enrolment certificate/letter</p>
3	<p><b><u>For Cluster III (Durg)</u></b></p> <p>The Bidder should be having an experience of working in minimum 10 ULBs in India in Handling of Internal Audit/Pre/Post Audit as sole bidder with composite project/s value should be minimum 1.00 crore (One crores) exclusive of Tax in India in last Ten financial years as of 01.01.2026.</p> <p>(Composite project value means one or more relevant assignments/ work order having total composite value should be minimum 1.00 cr.)</p>	<p>Bidder should submit the duly notarized documents as following: a) Bidder should submit the PO / Work Orders. b) Project Completion/ Provisional Completion Certificate from the client/Chartered Accountant firm.</p>
4	<p><b><u>For Cluster III (Durg)</u></b></p> <p>1. The Bidder should have an average annual turnover from services only of 1.50 Crores <b>(One Crore and Fifty Lakhs Rupees)</b> or more, during the last three financial years. (2022-23 ,2023-24 &amp; 2024-25)</p> <p>2. Bidder should have positive Net worth after tax during each of the last three financial years namely (2022-23 ,2023-24 &amp; 2024-25)</p>	<p>Bidder should submit any of the following: a. Copies of Certified audited financial statements/Balance sheet / Profit &amp; Loss statement for last Three financial years as of 31st March 2025 b. Certificate from the statutory auditor /Certificate from CA.</p>

	<p>Net worth (NW) = Share Capital + Reserves and Surplus – Miscellaneous Expenditure– Revaluation Reserves, if any Note: Turnover in areas other than mentioned above; shall not be considered for evaluation.</p>	
5	The Bidder should have minimum 08 FCA as full-time partner in the firm as on 01-01-2026.	Bidder should submit the self- Declaration letter by the authorized signatory (HR Head/Partner/Proprietor) along with Notarized Constitution Certificate as issued by competent authority.
6	<p>Blacklisting:  The bidder should not have been blacklisted by any State/Central Govt./ULB/Semi-Government Organization/ PSU in India as on the date of submission of bid.</p>	Bidder should submit Self declaration that the Bidder is not blacklisted as on the date of submission of bid. Self- Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.
7	<p>Corrupt or Fraudulent practices: 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.</p>	Undertaking in this regard by the authorized signatory of the bidder as per the given format

### 3.13 PREPARATION AND SUBMISSION OF BID

#### 3.13.1 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.

#### 3.13.2 Format and Signing of Bid

- I. The Bidder shall provide all the information sought under this RFP. The SUDA would evaluate only those Bids that are received in the specified forms and complete in all respects.
- 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 initialled by the authorized person(s) signing the Bid. Authorized representative (the “Authorized Representative”) as detailed below:

- a) by a partner or person holding POA, in case of a partnership firm and/or a limited liability partnership;
- b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation (if applicable);

### **3.13.3 Technical Bid**

3.13.3.1 Applicants shall submit the technical bid in the format sat Annexure-I (the “Technical Bid”).

3.13.3.2 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:-
  - i. The Technical Bid is received in the form specified at Annexure-I;
  - ii. It is received by the BDD including any extension as notified by SUDA through Corrigendum;
  - iii. It is signed and sealed.

- iv. It contains all the information (complete in all respects) as requested in the RFP; and
- v. 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.

**3.13.3.3 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.**

**3.13.4 Financial Bid**

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

**3.13.5 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 SUDA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the SUDA, the latter shall prevail.
- 3.13.5.2 The bid will be sealed in an outer envelope which will bear the address of the SUDA, RFP Notice number and name as indicated (RFP Notice No./8183/STN-186680/ "RFP for Engagement of Consultant for conducting Post- Audit, Pre/Internal Audit & Statutory compliance in Durg Cluster - 48 ULBs of Chhattisgarh State" (2nd Call). It should also include address of the Bidder. If the envelope is not sealed and marked as instructed above, the SUDA assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 3.13.5.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked "EMD & RFP Fee" (Envelope A) and second marked "Technical Bid (Envelope B- Affidavits in original, Technical Covering Letter signed in original (Annexure 1- RFP Form1: Letter of Proposal), Power of Attorney in original, signed RFP document in original and Financial Covering Letter (Annexure 2- Form-1) in original)".
- 3.13.5.4 The completed Bid must be submitted online on or before the specified time on BDD and only required physical documents needs must be delivered on or before the specified time on BDD (no physical submission/courier is permitted).
- 3.13.5.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained.

**3.13.6 Bid Due Date**

- 3.13.6.1 Bid should be submitted online and physically (Only listed documents in RFP) both as specified at Quick Information Data Sheet at the address provided in Clause 3.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 3.13.6.2 The SUDA may, in its sole discretion, extend the BDD by issuing an Addendum/Corrigendum.

### 3.13.7 Late Submissions

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

### 3.14 Performance Security

Shall be applicable as per clause 3.31.

### 3.15 JV/Consortium

JV/Consortium both are not allowed

### 3.16 Pre-Bid meeting

3.16.1 A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the SUDA. The SUDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3.16.2 Any queries or request for additional information concerning this RFP shall be submitted through email, mentioned in Quick Information data Sheet of this RFP. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. SUDA reserves the right not to respond to vague and frivolous queries.

3.16.3 The subject of the email shall mention the following: "RFP for Engagement of Consultant for conducting Post- Audit, Pre/Internal Audit & Statutory compliance in Durg Cluster -48 ULBs of Chhattisgarh State."

Queries shall be neatly typed/ written as per the following format: Organization Name and Details of point of contact

S. No.	Page Number	Clause Number

### 3.17 Subletting and assignment

The bidder shall not, sub-let/ transfer or assign the contract or any part thereof interest therein or benefit or advantage thereof in any manner whatsoever.

### 3.18 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, SUDA to cancel the contract and complete the assignment at the risk and cost of this bidder. SUDA will also invoke the Bank Guarantee.

### 3.19 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 fulfilment of the work order

### **3.20 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.

### **3.21 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 SUDA, 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.

### **3.22 Proprietary Data**

All documents and other information supplied by the SUDA or submitted by the Bidder to the SUDA shall remain or become the property of the SUDA. 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 SUDA will not return any Bid or any information provided along therewith.

### **3.23 Modification of Agreement**

No Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, to be made, except Department & consultants can only add extra scope of work as per mutually agreed on terms of condition.

### **3.24 EVALUATION PROCESS Evaluation of Proposals**

- 3.24.1 Notwithstanding anything to the contrary contained in this RFP, SUDA may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the tender documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the tender documents, SUDA's rights or the selected Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting eligible proposals.
- 3.24.2 The Authority shall open the Proposals at [16:00] hours on the PDD, at the place specified in RFP and in the presence of the Bidders who choose to attend.
- 3.24.3 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 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. The bidder qualifies the minimum qualifying marks
- 3.24.4 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.

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

3.24.6 After finding the bid responsive, the bidders who secure the minimum technical score 70 % & above 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.

3.24.7 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.

3.24.8 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.

3.24.9 Confidentiality

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.

### **3.24.10 Clarifications**

3.24.10.1 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

3.24.10.2 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.

### **3.25 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 & SUDA shall be the deciding authority in all matters related to the evaluation process of Technical and Price/Financial Bids. The Technical Bids will be evaluated based on the submissions along with the technical bid.
- c. The firm's Technical Bid shall be in compliance with the RFP stipulations to qualify for the opening of Price Bid.
- d. SUDA may, at the time of evaluation of the Technical Bid, request for additional information from the Bidder, which the Bidder shall provide within a period of 7 days. The Bidder may also be asked to make a presentation to the Evaluation Committee on their proposal (if required)

#### **3.25.1 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 is defined in RFP Documents) provides clarifications and/or substantiation that the Evaluation Committee may require for determining responsiveness.

#### **3.25.2 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, SUDA's rights or the Bidder's obligations under the Agreement

### **3.26 OPENING OF FINANCIAL BIDS**

**Process:** Prior to opening of Price/ Financial Bid, Evaluation Committee will determine if

(i) General Submissions and Technical Bids of Bidder meet the requirement

(ii) Bid is technically compliant/ 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.

#### **3.26.1 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.
- v. confirms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation

**3.26.2 Material Deviation:**

A material deviation or reservation is one

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

**3.26.3 Corrections of Errors**

- i. 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
- ii. The corrections made by Evaluation Committee, as explained above, shall be considered as binding upon the bidder.
- iii. 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), SUDA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. No additional charges shall be paid by SUDA, except GST if applicable.

**3.27 Award Criteria**

The intention to sign Agreement would be conveyed by SUDA to the Preferred Bidder who satisfies all other compliance requirements, has been qualifying the minimum technical score and has scored the highest marks in the QCBS system as mentioned in the RFP (as per process described in Section 4). Prior to expiration of the bid validity period, SUDA 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.

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

- 3.28.1 Notwithstanding anything contained in this RFP, SUDA reserves the right to accept or 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.
- 3.28.2 SUDA 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 SUDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SUDA thereunder.
- 3.28.3 Any misrepresentation or furnishing an improper response shall lead to disqualification of the Bidder.
- 3.28.4 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 SUDA shall take any such measure as it deems fit in the sole discretion, including annulling the Bidding Process and proceeding with re-tendering the Project.

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

No Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, to be made, except Department & consultants can only add extra scope of work as per mutually agreed on terms of condition.

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

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

After completing the evaluation of Financial Bid and identifying the successful bidder, SUDA shall issue a Letter of Award/Intent (LoA/LOI) to the Successful Bidder, indicating its intention for signing the Contract Agreement. Within 30days, 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, SUDA 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 SUDA in this regard is final and binding.

### **3.31 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 5% (Five 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 a Bank Guarantee valid for a period of contract duration plus 3 months from the date of signing of the Agreement, a draft format of which has been prescribed in this RFP and 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.

<b>Clients Bank Details – SUDA Bank Details</b>		
Beneficiary Name	:	CEO STATE URBAN DEVELOPMENT AGENCY
Name of Bank	:	ICICI Bank
Address:	:	Bhanpuri, Raipur
A/c Number	:	181701000187
IFSC Code	:	ICIC0001817
PAN No.	:	AAALS1568B
GSTN No	:	22AAALS1568B1DN

### 3.32 Signing of Contract Agreement

Preferred Bidder shall sign Contract Agreement with cluster wise Joint Director of Regional offices of Department of Urban Administration & Development within 30days of issue of LoI/LOA, but only after furnishing of the Performance Security as stipulated above along with the other documents/compliances.

### 3.33 Conflict of Interest

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 interest 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.

3.33.1 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) The Bidder, its Partners/employees (**the “Member”**) or Associates (or any constituent thereof) and any other Bidder, 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 a 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

3.33.2 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.

- 3.33.3 A 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 a Bidder/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Lead Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- 3.33.4 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.
- 3.33.5 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.
- 3.33.6 SUDA requires that the Consultant/Bidder provide professional, objective, and impartial advice and at all times hold, SUDA's interest 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 SUDA.
- 3.33.7 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:
- 3.33.8 If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to SUDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
- 3.33.9 A firm which has been engaged by SUDA to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a

firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.

### **3.34 Rejection Criteria**

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

#### **3.34.1 General Rejection Criteria**

- Bids not qualifying under eligibility criteria.
- Bids submitted without or improper EMD or tender fees cluster wise.
- Bids received through Telex /Telegraphic / Fax / E-Mail.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidders is found to be incorrect / misleading at any stage/time during the Tendering Process.
- Any effort on the part of a Bidders to influence the SUDA's bid evaluation, bid comparison or contract award decisions.
- Bids received by the SUDA after the last date for receipt of bids prescribed in the 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.

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

- Incomplete Price Bid means if anything contrary or incomplete data as defined in Form-02 for Financial 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.

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

- 3.35.1 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.

- 3.35.2 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.
- 3.35.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising 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**

- 4.1 Purchase of RFP: - The bidder has to purchase the RFP as mentioned in clause 3.3 section 3.
- 4.2 EMD: - Submission of EMD as per clause 3.5 section 3.
- 4.3 Submission of RFP: - As per clause 3.13 section 3
- 4.4 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 (Section3, Clause 3.4)
2.	Bid Document Fees	AS per RFP (Section3, Clause 3.3)
3	Pre-Qualification criteria	As mentioned in clause 3.12
Only the bidders qualifying the minimum eligibility criteria are eligible for Technical evaluation		

4.5 Technical Evaluation

Marking	Criteria	Maximum Marks
<b>A</b>	<b>Experience of Firm in Auditing Business, Similar Assignments, Manpower available &amp; Turn Over</b>	<b>750</b>
<b>B</b>	<b>Qualification and Experience of Team Leader &amp; Other Key Professionals</b>	<b>150</b>
<b>C</b>	<b>Detailed approach and methodology as desired and in prescribed form</b>	<b>100</b>
	<b>Total Technical Score</b>	<b>1000</b>

**Detailed Marking Criteria**

S.No.	Criteria	Max Marks
A	<b>Experience of Firm in Auditing Business, Similar Assignments, Manpower available &amp; Turn Over</b>	750
1	<p>Total Experience of the firm:</p> <p>(i) More than 15 years but upto 20 years-70%</p> <p>(ii) More than 20 years but up to 25 years-85%</p> <p>(iii) More than 25 Years-100%</p> <p>Notarized copy of Certificate of Incorporation/For CA firm, Constitution Certificate, along with registration with the Institute of Chartered Accountants of India (As on 01/01/2026 or Latest Constitution Certificate). /Competent Authority needs to be submitted.</p>	150
2(a)	<p><b><u>For Cluster III (Durg)</u></b></p> <p>Firms Experience in Handling of Internal Audit / Pre-Audit at State/Central Govt./ ULB /Semi- Government Organization/ PSU in India as Sole Bidder and individual project value should be as below, exclusive of Tax, in last Ten Financial Years as of 01.01.2026 marking shall be provided as follows:</p> <p>(i) 1 work order with professional fees of INR 1 Crores and above–100%</p> <p>(ii) 2 work orders with professional fees of INR 50 Lakhs each – 85%</p> <p>(iii) 5 work orders with professional fees of INR 20 Lakhs each- 70%</p> <p>a) Bidder should submit the PO / Work Orders.</p> <p>b) Project Completion/ Provisional Completion Certificate from the client/Chartered Accountant firm.</p>	150
2 (b)	<p>I. Valid ISO 9001:2015 certificate as on the date of publishing Tender –</p> <p>Copies of certificates issued by the competent Authority</p>	50

S.No.	Criteria	Max Marks
2 (C)	<p align="center"><b><u>Cluster III (Durg)</u></b></p> <p>Similar nature of Work of Experience in ULBs.</p> <p>I. Minimum- 10 ULB- 70%</p> <p>II More than 10 up to 15 ULB - 85%</p> <p>III More Than 15 ULB – 100 %</p> <p>Copies of Certified work orders/agreement &amp; Completion Certificate issued by the competent Authority</p>	150
3	<p>Professional Strength of Organization-</p> <p>No. of Partners (FCA and ACA) in the firm</p> <p>I. Minimum 8 to 10 no. of partners -85%</p> <p>II. 11 to 15 Partners - 95%</p> <p>III. 16 onwards Partners-100%</p> <p>Notarized copy of ICAI Constitution Certificate (As on 01/01/2026 or Latest Constitution Certificate): -</p>	150
4	<p align="center"><b><u>For Cluster III (Durg)</u></b></p> <p>Average Annual Turnover in latest three financial years: ((2022-23 ,2023-24 &amp; 2024-25))</p> <p>I.Min.1.5 CR. - 70%</p> <p>II. &gt;1.5 Cr.-Up to 2.5Cr.- 85%</p> <p>III. &gt; 2.5 Cr. – 100 %</p> <p>Copies of Certified audited financial statements/ Balance sheet / Profit &amp; Loss statement needs to be submitted.</p>	100

B	<b>Qualification and Experience of Team Leader &amp; Other Key Professionals:</b>	150
	<b>For Cluster III (Durg)</b> <ul style="list-style-type: none"> <li>• <b>Team Leader:</b> 1 Nos</li> <li>• <b>Deputy Team Leader:</b> 5 Nos</li> <li>• <b>Assistant Team Leader:</b> 10 Nos.</li> </ul>	
	The number of marks to be assigned to each of the above positions shall be determined considering the following sub- criteria and relevant percentage weights: -	
<b>1(a)</b>	<b>Team Leader -1Nos. for Durg Cluster (Qualified CA)</b>	50
	<b>Sub- Criteria:</b> <ol style="list-style-type: none"> <li>1. Team leader should have experience of at least Five years</li> <li>2. He/ she should have worked in at least five ULBs related to internal audit, Pre/Post Audit in last ten years</li> <li>3. Should have good knowledge of English, Hindi, report writing</li> <li>4. Should have knowledge of statutory compliance applicable in the ULB</li> </ol> <b>Percentage Weights:</b> <ul style="list-style-type: none"> <li>• Minimum Educational Qualification – <b>(30 Marks)</b> <ul style="list-style-type: none"> <li>o Qualified CA</li> </ul> </li> <li>• Experience - Minimum 05 Years' experience– <b>(10 Marks),</b></li> <li>• Experience in internal audit, pre/post Audit, Statutory Audit in Government/PSU/ULB etc– <b>(10 Marks),</b></li> </ul>	
<b>1(b)</b>	<b>Deputy Team Leader- 5 Nos for Cluster III</b>	50
	<b>Sub- Criteria:</b> <ol style="list-style-type: none"> <li>1. Deputy Team leader should have experience of at least three years.</li> <li>2. He/ she should have worked in at least five ULBs related to internal audit, Pre/Post Audit in last ten years</li> <li>3. Should have experience of accounting and knowledge of accounting manual</li> <li>4. Has provided training to ULB staff regularly.</li> <li>5. Should have good knowledge of English, Hindi, report writing</li> <li>6. Should have knowledge of statutory compliance applicable in the ULB</li> </ol> <b>Percentage Weights:</b> <ul style="list-style-type: none"> <li>• Minimum Educational Qualification – <b>(30 Marks)</b> <ul style="list-style-type: none"> <li>o Qualified CA</li> </ul> </li> <li>• Experience - Minimum 03 Years' experience– <b>(10 Marks),</b></li> <li>• Experience in internal audit, pre/post Audit, Statutory Audit in Government/PSU/ULB etc– <b>(10 Marks),</b></li> </ul>	
<b>1(c)</b>	<b>Assistant Team Leader- 10 Nos for Cluster III</b>	50
	<b>Sub- Criteria:</b> <ol style="list-style-type: none"> <li>1. Assistant Team leader should have experience of at least two years.</li> <li>2. He/ she should have worked in at least five ULBs related to internal audit, Pre/Post Audit in last ten years</li> <li>4. Should have experience of accounting and knowledge of accounting manual</li> <li>5. Has provided training to ULB staff regularly.</li> <li>6. Should have good knowledge of English, Hindi, report writing</li> <li>7. Should have knowledge of statutory compliance applicable in the ULB</li> </ol> <b>Percentage Weights:</b> <ul style="list-style-type: none"> <li>• Minimum Educational Qualification – <b>(30 Marks)</b> <ul style="list-style-type: none"> <li>o Qualified CA</li> </ul> </li> <li>• Experience - Minimum 02 Years' experience– <b>(10 Marks),</b></li> <li>• Experience in internal audit, pre/post Audit, Statutory Audit in Government/PSU/ULB etc– <b>(10 Marks)</b></li> </ul>	

*RFP for Engagement of Consultant for conducting Post -audit, Pre-/ Internal Audit & Statutory compliance in Durg Cluster 48  
ULBs Entities of Chhattisgarh State. (2<sup>nd</sup> Call)*

<b>C</b>	Detailed approach and methodology as per prescribed forms, covering key aspect of major ULBs in the cluster, inherent problem, key solution, work plan, automation, capacity building, idea of revenue augmentation, report discussion, deviation reporting, rotation policy, transparency in Pre/Post Audit and any other matter, consultant feel to include. Should not be more than 30 pages and reproduction of RFP content must be avoided	100
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Technical Score obtained (TS) by the bidder will be considered for evaluation. Only the bidders qualifying the minimum technical score (700) 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.

The financial score shall be given to Durg Cluster for each bidder. The bidder with lowest financial bid (R1) will be awarded 100% score of 1000.

Financial Scores for other bidders will be evaluated using the following Formula, Financial Score (FS) = (Total Financial Quote of R1/ Total Financial Quote of the Bidder under consideration) X 1000

### **Overall Evaluation**

In determination of the best value bid, the following weight age should be given for the technical and commercial scores of the bidder in a Quality and Cost Based Selection methodology (QCBS):

Technical Score: 80%

Financial Score: 20%

For every bidder the Final Total Score (S) will be calculated using the formula  $S = 0.80 \times TS + 0.20 \times FS$  the consultant with the highest value of S should be selected as the successful bidder.

• **A bidder can apply for Durg cluster, award of work shall be depending upon the highest Value of S in the Bid, bidder who were already qualified in cluster 1 & 2 shall not participate .As no firm shall be awarded more than 1 cluster, irrespective of them participated in more than one cluster.**

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

- 3.10 **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 ..... 20..., between, on the one hand, the [Chief Executive officer of State Urban Administration & Development cluster name .....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 the irrespective successors and permitted assigns).

### **WHEREAS**

- The Authority vide its RFP with its modifications & corrigendum for “**Name of Work/Services**”.(hereinafter called the “Project”);
- 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
- 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 SUDA and LOA issued by SUDA to the Consultant; and
- 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**

##### **1.1. Definitions and Interpretation:**

1.1.1. 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 (SUDA), 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 (SUDA)Chhattisgarh, and includes its successor(s) in interest and permitted as signs.
- “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;
- “SUDA” means State Urban Development Agency
- “JD” means Joint Directorate
- “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.

1.1.2. 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;

## **1.2. 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.

## **1.3. 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.

### **1.3.1. 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.

### **1.3.2. 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.

### **1.3.3. 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.

### **1.3.4. 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.

### **1.3.5. Performance Security**

The Consultant shall provide Performance Security for due and faithful performance of the Contract to the Client within 07 days after the receipt of the Letter of Appointment. The performance security shall be in the form of unconditional bank guarantee issued by any Nationalized/Scheduled Bank located in India, of an amount as specified in the 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.

### **1.3.6. Period of validity of Performance Security**

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

### **1.3.7. Program 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 program, 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.

### **1.3.8. 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.

### **1.3.9. 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.

### **1.3.10. 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.

### **1.3.11. 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.

### **1.3.12. 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.

### **1.4. Governing Law and Jurisdiction**

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

### **1.5. 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.

### **1.6. 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.

## **1.7. 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.

## **1.8. 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.

## **1.9. Authority of Member in - Charge**

Consultant firm shall authorized the person for successful execution and implementation of the work mentioned in the RFP.

## **1.10. Authorized Representative**

- 1.10.1. 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.
- 1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

**Chief Executive Officer, SUDA,**

4<sup>th</sup> Floor, D-Block, Indravati Bhavan

Nava Raipur Atal Nagar Chhattisgarh Phone No. 0771-2222402

Email ID: [osd.suda@yahoo.com](mailto:osd.suda@yahoo.com)

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

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Phone No.: -----

Email ID: -----

### **1.11. 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**

### **2.1. Effectiveness of Agreement**

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

### **2.2. Commencement of Services**

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

### **2.3. 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.

### **2.4. 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.

### **2.5. Entire Agreement**

2.5.1. 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.

2.5.2. 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.

## **2.6. Modification of Agreement – Deleted**

## **2.7. Force Majeure**

### **2.7.1. 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.

### **2.7.2. 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.

### **2.7.3. 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 minimize the consequences of any event of Force Majeure.

### **2.7.4. 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.

### **2.7.5. Payments**

Deleted

## **2.7.6. Consultation**

Not later than 30 (thirty) 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.

## **2.8. 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.

## **2.9. Termination of Agreement**

### **2.9.1. 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 practice 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.

#### **2.9.2. 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.

#### **2.9.3. 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.

#### **2.9.4. 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.

### **2.9.5. 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)

### **2.9.6. 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.

### **2.9.7. 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**

### **3.1. General**

#### **3.1.1. 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.

#### **3.1.2. 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.

### **3.2. Conflict of Interest**

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

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement 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.

### **3.2.3. 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.

### **3.2.4. 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.

- 3.2.6. 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.
- 3.2.7. 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.

### **3.3. 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.

### **3.4. Liability of Consultant**

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

3.4.2. 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 willful 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

3.4.3. 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.

### **3.5. Reporting Obligations**

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

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

3.6.1. All, reports, Analysis 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.

- 3.6.2. 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.

### **3.7. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the audit as per data provided by the ULB, subject to the provisions of Clause 3.4, it shall recommend corrective action to 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**

### **4.1 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**

### **5.1. 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.

### **5.2. 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.

### **5.3. 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.

### **5.4. 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 accompanied with satisfactory reports of the concerned Joint Director of Durg Cluster 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 not 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**

### **6.1. 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 5.4 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.

### **6.3. Retention Money**

Deleted.

### **6.4. Refund of Retention Money**

Deleted.

### **6.5. Correction of Certificate**

The Nodal Officer/SUDA 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.

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

Not later than 45 days after the issue of the Completion Certificate in respect of the completion of Assignment, the Consultant shall submit to the Nodal Officer/SUDA Representative a Statement at Completion with supporting documents showing in detail, in the form approved by the Nodal Officer/SUDA 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.

### **6.7. 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/SUDA 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**

### **7.1. LIQUIDATED DAMAGES**

7.1.1. 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.

7.1.2. 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.

### **7.2. Penalty Clause**

7.2.1. 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**

### **8.1. 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 realization of the objectives of this Agreement.

### **8.2. Operation of the Agreement**

The Parties recognize 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**

### **9.1. 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.

**9.2. Dispute resolution**

9.2.1. 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.

9.2.2. 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.

**9.3. Conciliation**

In the event of any Dispute between the Parties, either Party may call upon CEO, SUDA 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.

**9.4. Arbitration**

9.4.1. 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.

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

9.4.3. 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.

9.4.4. 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.

9.4.5. 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:**

The risk and perils involved in the Services including third party risk, the Employees/ risk, professional liability insurances, covering the period of Consultancy i.e. Contract Period.

**10.2. The risks and the coverage shall be as follows**

- 10.2.1. Professional liability insurance, with a minimum coverage of the amount equivalent to the Consultancy fees. Such insurance shall be on each and every claim basis.
- 10.2.2. Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.
- 10.2.3. It may be noted that insurance policies shall start from/ before the date of commencement of the Services and remain effective as per relevant requirement of the Contract/Agreement; and
- 10.2.4. The Consultant shall take the insurance and shall provide evidence to the Client, showing that such insurance has been obtained, maintained and that the current premiums have been paid.

**10.3. Evidence and Terms of Insurance**

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

**10.4. Adequacy of Insurance**

The Consultant shall notify the insurers of changes in the nature, extent or programme for the execution of the Assignment and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Client the insurance policies in force and the receipts for payment of the current premiums.

**10.5. Compliance with Policy Conditions**

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

**11. Indemnity**

- 11.1. 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.
- 11.2. 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 the information Confidential and shall not share the same with any body 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**

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

15.2. No Price Variation: No Price variation is allowed to the Consultant during Contract Period.

**15.3. 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.

**15.4. 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.

**15.5. 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: –

16.1. If the bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration 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 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

- 16.2. 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 SUDA and provided also the bidder shall be liable to pay to the SUDA 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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of 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.

#### **6.1. 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-fulfilment of the Service Level Timelines of the RFP are as follows: -

S.No.	Report	Liquidated Damage
1.	Delay in Submission of Monthly Progress Report as per Annexure D prescribed for Pre/Internal Audit	For each delay 0.5 % of monthly invoice/Week of delay for delayed period will be deducted.
2.	Delay in Submission of Quarterly Progress Report as per Annexure D prescribed for Post/Internal Audit	For each delay 0.5 % of Quarterly invoice/Week of delay for delayed period will be deducted.
3.	Failure to execute the services as required and defaulting in submitting the prescribed format as per Annexure D in the requisite timelines, for non- satisfactory reporting.	L.D @ 5 % of the Monthly Invoice/incidence.
4.	Statutory Compliances	(Amount of fine/Penalty, interest etc. levied by the respective departments for such delay/non-filling &/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 subject to <u>timebound submission of Data &amp; timely tax payment by Admin.entities &amp; ULBs and they must also provide the bidder complete &amp; correct information.</u>

- I. In regard 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 SUDA.

Since the efficacy of the Pre/Post Audit depends upon timely action, it is required that all the pre/post audit reports & Internal Audit as mentioned in Annexure -D and its parts should be submitted monthly by the auditor before 15th day of the following (upcoming) month to the Joint Director Office of the respective cluster and for post Audit reports Auditor shall submit the reports as per clause 6.3

#### **6.2. 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.

### 6.3. Payment Milestone

#### A. Payment terms and Timelines for Pre-Audit/Internal

Payment of fees will be made on monthly basis on submission of progress report as per Annexure D by the CA Firm for Pre/Post/Internal Audit to Joint Director of Durg cluster.

Sr. No.	Milestone linked payment	Percent
A	<b>Pre-Audit/Internal Work-As per Form-2</b>	
1	Pre Audit Work as per scope of Work (A-I) and as per financial bid of Durg Cluster.	70% of financial bid
2	Internal Audit Work as per scope of Work (A-II) and as per financial bid of Durg Cluster.	30% of financial bid

#### B. Payment terms and Timelines for Post-Audit/Internal for Period 13/10/2020 till Date of Execution of agreement shall be as below.

Sr. No.	Milestone linked payment	Percent	Timelines	Due Date of Submission
1	Post Audit Work As per scope of Work (B-I) and as per financial bid of respective cluster	70% of financial bid of respective cluster.in four Qty. Installment	Period 01/10/2024 - Till Date of Work Order or Date of start of pre-audit whichever is later	120 days from the date of work order.
2	Internal Audit Work As per scope of Work (B-II) as per financial bid of respective cluster	30% of financial bid of respective cluster.in four Qty Installment	Period 01/10/2023 - 30/09/2024	180 days from the date of work order.
			Period 01/10/2022 - 30/09/2023	270 days from the date of work order.
			Period 13/10/2020 - 30/09/2022.	365 days from the date of work order.

C. Fees for Statutory compliance shall be paid on the submission of returns/compliances etc. to respective ULBs & Regional office of DUAD as per financial bid.-.

**\*Initial Contract duration for the project shall be 24 months.**

**3. All the reporting formats & others deliverable milestone will be submitted to the concerned JD office of Department of Urban Administration and Development of Durg Cluster and payment shall be**

**provided to the Firm, only after review of work and satisfactory reports from Concerned Joint Directorate offices. Separate Instruction related to this shall be issued to the JD offices from department.**

**4. All the Audit noting/ findings and approval shall be mentioned in department Note sheet with seal of firm and signature of Authorized CA .No other Modes shall be used for auditing. Also, Specific instruction from department shall be followed strictly.**

#### **6.4. Payment**

In reference to the Clause 5.4 of Section 5, the payment shall be made to the consultant on monthly basis for pre-audit and Quarterly basis for Post Audit and statutory compliances based on the submission of requisite submittals along with supporting documents/reports. (Annexure D & D(a) etc.)

#### **6.5. Indicative Team Deployment at Durg Cluster Head Quarter.**

- The bidder shall have to depute a Team Leader along with other required staff for Durg Cluster at Cluster Head Quarter (location as instructed by SUDA). For day to day reporting and attending the review meetings the team members shall have to travel to Nava Raipur ,Atal Nagar as per the requirements.
- The representative should have signed authority for the project and other necessary correspondences.
- 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 regard and participating bidders shall have to consider the same in their Financial Bids.
- Initially task of assignment is delivery based not an manpower-based work, therefore payment is subjected to only delivery of performance of work by the consultant.

#### **6.6. 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 SUDA shall be liable/ responsible for the 'same.

#### **6.7. Contract Period**

Initial Contract Period for the project shall be 24 months and renewable for further two year on satisfactory performance

#### **6.8. Price Escalation**

- a. No Price Escalation shall be applicable for the First two years from the date of Issuance of Notice to Proceed/ Work Order.
- b. Escalation shall be payable each year to the consultant for services @ rate of 10% after Two Year 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.
- c. However, in case of delay due to default of consultant no escalation shall be payable for delayed period by the Consultant.

#### **6.9. 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.

**Note: - If any ULB is added/ modified in the cluster during the currency of contract, then the payment**

**due for that particular ULB shall be considered based on the rate quoted by the consultant for that type of ULB in their financial Bid Fin-1 and accordingly the contract amount shall be amended, post approval from competent authority.**

**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.

**6.11. Penalty**

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

**6.12 Deliverables Reports**

Consultant shall have to adhere to the reporting formats as per Annexure-D/D(a) etc. -Work Progress Report with approval of TL/DTL/ATL in routine Pre/Post Audit task as designated to work for delivering the services arising out of the agreement for this work. Failure to capture all the designated CA for the said project along with their monthly progress report, shall have financial implications and the consultant shall be solely liable for the same. And payment is subjected to the approval of Joint Director of the concerned Ro-DUAD.

**6.13. Conflict of Interest**

- A. Bidder shall not engaged in Implementation of Accounting Assignments in cluster applied for any ULB's of Chhattisgarh.
- B. As the scope shall be conflicting, agency who shall be awarded work for any of the RFP shall not be awarded work in other. Hence, bidder shall consider the same and accordingly submit their bids, in no scenario a bidder shall be awarded work in both bidding processes. **One cluster shall only be allotted to one firm ;Firm already qualified in another cluster shall be disqualified in Durg cluster if participated.**

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

### 7.1. Introduction and Background

#### 7.1.1. 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/Post Audit of the ULBs' books of accounts by internal auditors.
- The purpose of Pre/Post Audit includes:
  - a) To ensure the system of Pre/Post Audit, Internal Audit mechanism in ULBs of C.G. State
  - b) To ensure financial discipline & timely tax compliance mechanism in ULBs of C.G. State.
  - c) To ensure transparency in local governance.
  - d) To ensure correctness and compliance of all rules and regulation followed in all day-to-day activities related to income & expenditure etc.
  - e) To ensure non-diversion of fund in its ultimate end-use.
  - f) To provide time bound correct information to management and donor agency for effective decision making.
  - g) To ensure proper compliance of statutory provisions applicable on ULBs.
- There are altogether 48 Urban local bodies in Durg Cluster of 3 categories for Pre/Post Audit are as follows:

• Municipal Corporations	-	5
• Municipalities (Municipal Councils)	-	11
• Nagar Panchayats	-	32
• <b>Total</b>	-	<b>48</b>

Details and extent of checking depends upon the working of the organization which may be depicted as bellow: -

- a) The offer under this RFP is invited for the 48 ULB's of Durg cluster only. The Durg cluster-ULB list and no. of professional is given in Annexure- B.
- b) SUDA reserves the right to launch the Pre/Post Audit practice in all the ULBs in a single phase, or in multiple phases.

## 7.1.2. Section 2: Background and details of project

### 7.1.2.1 Background of the project

- 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, Labour Welfare Fund, Mining Cess etc. Initially being de-centralized approach, every ULB used to appoint its own consultant and complete compliance at their end.
- Citing such predicaments, SUDA had taken an initiative by introducing internal/Pre/Post Audit reforms in ULBs with engagement of CA firm in the year 2015, this kind of practice was being done first time in India at that point of time. Result was very encouraging and ULBs were benefitted in various aspects of its functioning e.g. self-sustainability, financial discipline, compliance of applicable norms, improved work allotment and disbursement process, statutory compliance, fund management etc.
- Having seen the outcome of engaging the CA firms Post Audit from 13/10/2020 till execution of agreement for this RFP, Pre- Audit, Post Years, Internal Audit & Statutory Compliance for four year & six months (approx.) year period as reforms in ULBs . SUDA, hereby intends to engage CA firms for conducting Post- Audit, Pre/Internal Audit & Statutory compliance in Durg Cluster -48 ULBs of Chhattisgarh State (2<sup>nd</sup> Call)
- **Assignments details are as below:-**

Cluster	Name of Cluster
III	Durg

- **Concerned Joint Director shall be responsible for Supervision and monitoring of the work for Durg Cluster.**
- **The purpose of assignment includes:**
  - **To the ensure system of Pre/Post Audit, Internal Audit mechanism in ULBs of C.G. State**
  - **To ensure financial discipline & timely tax compliance mechanism in ULBs of C.G. State.**
  - **To ensure transparency in local governance;**
  - To ensure correctness and compliance of all rules and regulation followed in all day to day activities related to income & expenditure etc.
  - To ensure non-diversion of fund in its ultimate end-use.
  - To provide time bound correct information to management and donor agency for effective decision making.
  - To ensure proper compliance of statutory provisions applicable on ULBs.

For purpose of this RFP, **all ULBs have been divided into 3 clusters**. Already two cluster have been awarded .The clusters are, to the extent feasible, geographically contiguous. The offer under this RFP is invited on Durg cluster . The cluster-wise list of ULBs (Durg Cluster)and indicative list of professionals are given in. **Annexure-B. List & no. of required professional is indicative only, which can be changed as per actual requirement, for which each bidder should conduct its own investigations, and analysis in order to execute the service successfully as per RFP.**

**Note- Work is deliverable based and payment is subject to achievement of Deliverable milestone only.**

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### **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 compulsorily 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 & Payment Breakup: -**

The indicative role and scope of CA firms are as under divided in three prospects of reporting: -

1. Pre/Internal Audit period for Two year from the date of execution of agreement
2. Post/Internal Audit of all payment files with Internal Audit reporting except statutory Liabilities work from Period 13/10/2020 till execution of this agreement.
3. Statutory Compliance work in compliance with clause 1.

### **A. PRE AUDIT**

#### **I. PRE- AUDIT (Payment percentage covers 70 % as per Financial Bid)**

Audit shall cover all payments related to day-to-day work of ULBs/AOs of any schemes in nature of

- Construction work
- O&M Works
- Material Procurement / Purchase Bill
- Vehicle repair Bill / Procurement
- Contractual work
- All kind of refund related to works
- Consultancy fee
- Contingent bill
- Any other payment made by ULBs/ AOs

Below is the list of deliverables and payment percentage break up as per

<b>S.No.</b>	<b>Scope of Work</b>	<b>Percentage of Payment</b>
1.	Auditor will check and report that for each payment done by the ULB whether terms & conditions of tender and procurement law and rules have been followed or not?	75 %
2.	Auditor will report that Expenditure incurred is within the Budget provision allocated to particular head or not?	
3.	Auditor will report any discrepancy regarding advances after checking that all the advances should properly have been approved from competent authorities before disbursement and report for recovery of advances.	5 %

S.No.	Scope of Work	Percentage of Payment
4.	Auditor will check and report regarding security deposit and earnest money and royalty & mining cess in agreement process/during execution of work have been timely deposited in the bank or not ?.	5 %
5.	Auditor will report for all statutory compliances such as applicable tax deductions i.e. Goods and Service Tax (GST), Income tax, labour welfare cess etc. were done from payments made / bill accounted for. Further whether the same was deposited in prescribed time or not?	5 %
6.	Auditor will check and report on any discrepancy / noncompliance related to EPF, ESIC as principal employer.	10 %

Note: -

- CA firms (Auditors & staff) must be well versed with all rules & guidelines applicable to ULBs. Indicative list of applicable Act, Rules, Regulation, and Statutes is given in Annexure C.
- Auditors must also be well versed with "Chhattisgarh Municipal Internal Audit (Standard Procedure) Rules, 2017"
- Reporting format for the various observations made during audit would be as per department prescribed gazette notification dated 02-11-2017, read with Annexure-D or in any other reporting format prescribed by the department from time to time.

## II. Internal Audit (Payment percentage covers 30 % as per Financial Bid)

S.No.	Scope of Work	Payment percentage as per (B)
1.	Auditors shall ensure and check all compliances related to rules & regulations followed regarding all Tender/RFP/EOI files before agreement.	70 %
2	Auditor will check that all revenue receipts recorded in accounts are matching/ reconciled with entries in bank statements, discrepancies be pointed out.	5 %

S.No.	Scope of Work	Payment percentage as per (B)
3	Auditor will prepare a Monthly report on the actual revenue against the targeted revenue and would compare it with the available data of same month in last financial year. Also, auditor would give suggestions to the concerned authorities for enhancement in revenue as per his reports& workings.	5 %
4	Auditor will check and report whether the fixed deposits and other funds are placed with nationalized banks/Approved financial institutions and are not incurring any potential financial loss to the ULB.	2 %
5.	Auditor will report on delay in timely deposit of statutory deducted taxes to respective authority and help the ULB in understanding the consequences.	5%
6.	Auditor will carry out assessment on utility bills i.e. electricity, telephone, water tax etc., and will provide suggestions.	2 %
7	Auditor will prepare format for compilation of unpaid bills including utility bills, if any as per instructions	3 %
8	Auditor will ensure half yearly physical verification of goods & materials of store and report any discrepancy with Management comments	3 %

S.No.	Scope of Work	Payment percentage as per (B)
9	<p>Others Scope of work as and when required –</p> <p>a. Auditors shall also give quarterly Ratings of each ULBs on the parameter as prescribed by the departments, if asked</p> <p>b. Auditor will assist ULBs in compliances related to Notices from Income Tax, GST matters during the audit period, if any</p> <p>c. Assist in Preparation of MIS reports as and when required by the department with reference to financial record, if any</p>	5 %

Note - Auditors shall ensure that all the observation and findings during internal audit are furnished monthly to ULB/JDs. However, authority can ask for consolidated periodical report and other areas of reporting as and when required.

**B-POST-AUDIT (From 13/10/2020 till Execution of the agreement)**

**(Payment percentage covers 70 % as per Financial Bid)**

**I. POST AUDIT (Payment percentage covers 70 % as per Financial Bid)**

Audit shall cover all payments related to period from **13/10/2020 to XX/XX/XXX**) work of ULBs/AOs of any schemes in nature of

- Construction work
- O&M work
- Material Procurement / Purchase Bill
- Vehicle repair Bill / Procurement
- Contractual work
- All kind of refund related to works
- Consultancy fee
- Contingent bill
- Any other payment made by ULBs/ AOs

Below is the list of deliverables and payment percentage break up as per .

S.No.	Scope of Work Post Audit (From 13/10/2020 to XX/XX/XXXX)	Percentage of Payment
1.	Auditor will check and report that for each payment done by the ULB whether terms & conditions of tender and procurement law and rules have been followed or not?	75 %
2.	Auditor will report that Expenditure incurred is within the Budget provision allocated to particular head or not for the payment made.	
3.	Auditor will report any discrepancy regarding advances after checking that all the advances should properly have been approved from competent authorities before disbursement and report for recovery of advances.	5 %
4.	Auditor will check and report regarding security deposit and earnest money and royalty & mining cess in agreement process/during execution of work have been timely deposited in the bank or not ?.	5 %
5.	Auditor will report for all statutory compliances such as applicable tax deductions i.e. Goods and Service Tax (GST), Income tax, labour welfare cess etc. were done from payments made / bill accounted for. Further whether the same was deposited in prescribed time or not?	5 %
6.	Auditor will check and report on any discrepancy / noncompliance related to EPF, ESIC as principal employer.	10 %

Note: -

- CA firms (Auditors & staff) must be well versed with all rules & guidelines applicable to ULBs. Indicative list of applicable Act, Rules, Regulation, and Statutes is given in Annexure C.
- Auditors must also be well versed with "Chhattisgarh Municipal Internal Audit (Standard Procedure) Rules, 2017"
- Reporting format for the various observations made during audit would be as per department prescribed gazette notification dated 02-11-2017, read with Annexure-D or in any other reporting format prescribed by the department from time to time .

**II. Internal Audit (Payment percentage covers 30 % as per FIN -B)**

S.No.	Scope of Work	Payment percentage as per (B)
1.	Auditors shall ensure and check all compliances related to rules & regulations followed regarding all Tender/RFP/EOI files before agreement executed.	70 %
2	Auditor will check that all revenue receipts recorded in accounts are matching/ reconciled with entries in bank statements, discrepancies be pointed out.	5 %
3	Auditor will prepare a Monthly report on the actual revenue against the targeted revenue and would compare it with the available data of same month in last financial year. Also, auditor would give suggestions to the concerned authorities for enhancement in revenue as per his reports& workings.	5 %
4	Auditor will check and report whether the fixed deposits and other funds are placed with nationalized banks/Approved financial institutions and are not incurring any potential financial loss to the ULB.	2 %
5.	Auditor will report on delay in timely deposit of statutory deducted taxes to respective authority and help the ULB in understanding the consequences.	5%
6.	Auditor will carry out assessment on utility bills i.e. electricity, telephone, water tax etc., and will provide suggestions.	2 %
7	Auditor will prepare format for compilation of unpaid bills including utility bills, if any as per instructions	3 %
8	Auditor will ensure half yearly physical verification of goods & materials of store and report any discrepancy with Management comments	3 %

S.No.	Scope of Work	Payment percentage as per (B)
9	Others Scope of work as and when required – a. Any other Matters of Audit which Department may fits for the checking and verification of the ULBs.	5 %

Note - Auditors shall ensure that all the observation and findings during internal audit are furnished Quarterly to ULB/JDs. However, authority can ask for consolidated periodical report and other areas of reporting as and when required.

### C. STATUORY COMPLIANCE – (as per Financial Bid)

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

- i) 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 which require timely payment, return filling and other taxation compliances.

#### Scope of work will be:

1. Assist in applying for TAN Registration
2. Auditors shall file all quarterly TDS return (Now Form 26Q, 24Q, 27Q, etc.) with in Due Date and timely issuance of TDS Certificate.
3. Shall Assist ULBs in timely tax payment related to TDS etc.
4. Also shall assist ULB's in discharge of Notices/fines/Penalty if any.
5. Also shall submit yearly Income Tax return as per the rules & regulation.

Note:- Admin. Entities & ULB's shall duly submit the correct information to Consultant for TDS return, 07 days before the due date of filling the TDS return or earlier so.

- ii) GST:** ULBs procure various service, materials or work contract services from other government department, contractors and vendor. Further for work contact 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.

#### Scope of work will be

- Assist in applying for GSTIN/ GSTN-TDS Registration if any;
- Auditors shall file all applicable GST returns in timely manners;
- Auditors shall assist ULB's in reply of all the notices related to GST department if any;
- Providing of notes, relevant material to aware ULBs towards correct disposal of applicable provision including quarterly visit to ULB

Note:- Admin. Entities & ULB's shall duly submit the correct information to Consultant for GST return, 07 days before the due date of filling the GST returns or earlier so.

**iii) Labour Welfare Cess/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 labour welfare cess/fund and from private owner/builders/developers/colonizer etc. for construction of buildings at the time of issuing the building permission and shall deposit it on monthly basis to labour department after filling appropriate information.

Scope of work will be:

- o Assistance in getting necessary registration, if required
- o Assistance in filing applicable returns

Further it should be noted that ULBs 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 JD/SUDA on time bound manner to ensure corrective measure before expiry date. The Consultant would be responsible to coordinate with Department of Urban Administration & Development UADD)/State Urban Development Agency (SUDA), JD&ULBs on matters of technical issues, contractual issues, and reporting issues. The Consultant would also be responsible for collating information (accounting and MIS) at UADD/SUDA/JD/ULB level.

Separate reporting as per Annexure D, along with Returns Copy of all statutory liability shall be submitted to ULBs & JD-UADD of Durg Cluster

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 SUDA/JD offices 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 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. The Auditor has to submit any additional report as and when required without any additional cost.**

### **7.3. DUTIES AND RESPONSIBILITIES**

As per the scope defined above following methodology is to be carried by the Chartered Accountants & only commerce graduate staff with placement of Team leader with minimum experience of 05 years in Durg Cluster.

#### **Working structure of the CA firm appointed on Admin/ULB's Durg Cluster (Indicative Designation)**

##### **7.3.1 Working at Administrative Offices: -**

- a. Deputy Team Leader (DTL) who shall be Chartered Accountant having experience of 3 years shall be placed at administrative entities.
- b. Support staff shall be CMA/MCOM/BCOM/CA Inter/IPCC/PCE/PE-II/CMA Inter /CS inter having experience of 3 years in CA firm in internal audit/other audit.
- c. CA firm shall be solely responsible for all the audits. In case of any urgency TL may also be called any time in a week if required by the in charge.
- d. Deployment of other support staff shall be as per requirement and shall be deputed by the CA firm. But Pre/Post Audit work shall be Finalized & completed by the deputed CA staff Only.

Auditors shall submit all the mandatory Monthly reports & Quarterly/Yearly reports in reporting formats to concerned DUAD office & SUDA offices as followed by any other format as required by this department. And shall also compile the reports from as per instruction from department. Auditors may be called for any type of reports related to SUDA/Technical Cell-DUAD.

##### **7.3.2 Working at Municipal Corporation: -**

- a. Deputy Team Leader (DTL) who shall be Chartered Accountant having experience of 3 years shall be placed at ULBs.
- b. Support staff shall be CMA/MCOM/BCOM/CA Inter/IPCC/PCE/PE-II/CMA Inter /CS inter having experience of 3 years in CA firm in internal audit/other audit.
- c. CA firm shall be solely responsible for all the audit. In case of any urgency DTL may also be called any time in a week if required by the commissioner/CMO of ULB.
- d. Deployment of other support staff shall be as per requirement and shall be deputed by the CA firm. But Pre/Post Audit work shall be Finalized & completed by the deputed CA staff Only.

Auditors shall submit all them mandatory Monthly reports & Quarterly/Yearly reports in reporting formats to concerned Regional Offices-DUAD & ULBs as followed by any other format as required by this department. Auditors may be called for any type of reports related to ULBs.

##### **7.3.3 Working at Municipal Councils:-**

- a. A Chartered Accountant/ Cost Accountant cum Assistant Team Leader (ATL) who is having experience of 2 years.

- b. CMA/B.COM/IPCC/PE/CA-Inter /CMA-Inter/CS-Inter passed qualified staff is having experience of 2 years in CA firm in internal audit/other audit.
- c. Team shall be placed such that out of approximate 4 municipal council 1 Assistant Team Leader shall be placed. Staff shall be placed full time as per above placement. ATL shall also visit to each ULBs in a week with finalization of Pre/Post Audit observation. ATL may also be called in case of any time in a week if required by the Commissioner/CMO of ULB.
- d. Assistant Team Leader (ATL) /CA firms shall jointly be responsible for all the Pre- audit work. In case of any urgency ATL may also be called any time in a week if required by the commissioner/CMO of ULB.
- e. Deployment of other support staff shall be as per consultant and shall be deputed by the CA firm. But Pre/Post Audit work shall be Finalized & completed by the deputed CA staff Only.

Auditors shall submit all the mandatory Monthly reports & Quarterly/Yearly reports in reporting formats to concerned Regional Offices -DUAD & ULBs as followed by any other format as required by this department. Auditors may be called for any type of reports related to ULBs.

#### **7.3.4 Working at Nagar Panchayat:-**

- a. A Chartered Accountant cum Assistant Team Leader (ATL) who is having experience of 2 years.
- b. CMA/M.COM/B.COM/IPCC/PE/CA-Inter/CMA-Inter/CS-Inter passed qualified staff having experience of 1 years in CA firm in internal audit/other audit.
- c. Team shall be placed such that out of approximate 5Nagar Panchayat - 1 Assistant Team Leader (ATL) shall be placed. ATL shall visit to each ULBs in a week with finalization of Pre/Post Audit observation. ATL may also be called in case of any time in a week if required by the Chief Municipal Officer of ULB.
- d. Assistant Team Leader (ATL) /CA firms shall jointly must be responsible for all the Pre- audit work. In case of any urgency ATL may also be called any time in a week if required by the commissioner/CMO of ULB.

Auditors shall submit all the mandatory Monthly reports & Quarterly/Yearly reports shall be provided if required in reporting formats to concerned Regional Offices -DUAD & ULBs as followed by any other format as required by this department. Auditors may be called for any type of reports related to ULBs.

#### **7.3.5 Details of Indicative Team deployment is attached in Annexure -B.**

Auditors shall submit all the mandatory Monthly reports & Quarterly/Yearly reports shall be provided to concerned Regional Offices-DUAD, &ULBs & as followed by any other format as required by this department. Auditors may be called for any type of reports related to ULBs.

1. With reference to the scope of work following activities is desired to meet the goal behind the RFP:-  
The Pre/Post Audit and Internal Audit will be concurrent and continuous.
2. The C.A. firm engaged for Pre/Post Audit (internal auditor) 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/Post Audit.

3. Cluster will be treated as a unit and one cluster will not be divided between two or more C.A. firms for this assignment.
4. 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 internal auditor. However, raising fresh queries on the same bill in its subsequent presentation shall be avoided. The Pre/Post Auditor should present a summary of objections raised to ULB on monthly basis as suggested.
5. It will be the responsibility of the internal auditor to carry out fast, prompt, accurate and correct Pre/Post Audit.
6. The Pre/Post Audit should be carried out independently without any pressure from any of the offices. The Pre/Post Audit work should be carried out in an objective, impartial and fair manner.
7. The appointment of internal auditor will be made from the date of awarding the contract and the work of Pre/Post Audit will start from the date mentioned in the letter of awarding the contract.
8. Internal Auditor shall raise their bills for fees on monthly basis.
9. The internal auditor 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 internal auditor shall certify on all bills/vouchers that such bills/vouchers are fit for payment.
11. Team Leader/Deputy TL/Assistant Team Leader of the firms shall meet on each quarter with the Commissioner/CMO of each ULBs on observation of the monthly reports etc. Each quarter detailed minutes signed by the ULB/Admin. head shall be submitted with action taken reports.
12. Department/SUDA 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.
13. During Pre/Post 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.
14. Quarterly Rating Sheet, Income & Expenditure Statements, Outstanding Liability Details, Interest Accrual Statement, Red flag issues, etc. as desired by the SUDA shall be submitted as per review conducted by Departmental Minister/PS/Sec./Director- DUAD/CEO SUDA.
15. Auditors shall adhered all Audit procedure, Rules& Regulation as laid in "Chhattisgarh Municipal Internal Audit (Standard Procedure) Rules, 2017"
16. All reporting formats & internal audit monthly/quarterly/yearly reports shall be sealed & signed by partner of the firm with compliances of UDIN requirement as per ICAI, with counter signature of Commissioner/Nodal officer/CMO with its dispatch No. &Date.
17. Department may call for any other reporting consisting of any designed format at any time during the

### **7.3.6 Important Information Regarding Manpower Arrangement: -**

The cluster-wise list of ULBs and indicative list of professional s given in **Annexure-B. List & no. of required professional is indicative only, which may be changed as per actual requirement, for which each bidder should conduct its own investigations, and analysis in order to execute the service successful as per RFP.**

#### **Note-Work is deliverable based, and payment is subject to achievement of Deliverable milestone only.**

1. For Durg Cluster there must be separate indicative Team deployment of Key Personnel's and Supporting Staff as per Annexure-B.
2. 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.
3. 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.
4. The client reserves the right to modify the deployment of indicative manpower based on the requirements for successful implementation of project.
5. The consultant 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.
6. Consultant 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.
7. Consultant 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 SUDA/JDs 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 SUDA's/JDs prior written consent.

- 8. For better implementation of the services and thorough due diligence, the consultant shall adopt an appropriate rotation policy (with due approval of SUDA/JDs) and rotate the resources deployed for execution of the services regularly.**
- 9. Manpower deployment is basically for efficient working mechanism in ULBs, but actual deliverables is to be achieved after complying the reporting format and payment shall only be subjected to successful achievement of deliverable/ milestone only.**

### **7.3.7 Evaluations**

Consultant shall evaluate the CA 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. SUDA/JDs shall not be liable for any inquiry/query arising out of the same.

### **7.3.8 Replacement**

- a. In case the resource (Only CA staff) 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 on time replacement.
- c. Before assigning any replacement member of the Personnel to the provision of the Services, selected Consultant shall provide SUDA/JDs with:
  - (i) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by SUDA.
- d. If SUDA/JDs 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.

### 7.3.9 Penalty

Penalty Amount											
Sr. No.	Activities	Penalty									
	Penalty	<p>1. Replacement of resources (Only T/L, DTL &amp; ATL) shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer. In case of failure to meet the standards of the client, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. The replaced resource will be accepted by the SUDA/JDs only if he/she meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the client. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the SUDA/JDs.</p> <p>2. Failing to deploy the requisite manpower in the prescribed 7 days 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>INR 40, 000/ Individual/Weekly.</td> </tr> <tr> <td>2</td> <td>DTL &amp; ATL</td> <td>INR 25, 000/ Individual/ Weekly.</td> </tr> </tbody> </table> <p>3. 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 2. 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>4. The maximum penalty during the contract period shall be 10% of the contract price. If the penalties deducted reach the prescribed value then the client shall have right to terminate the contract and invoke the Performance Bank Guarantee.</p>	Sr. No	Position	Penalty Amount	1	TL	INR 40, 000/ Individual/Weekly.	2	DTL & ATL	INR 25, 000/ Individual/ Weekly.
Sr. No	Position	Penalty Amount									
1	TL	INR 40, 000/ Individual/Weekly.									
2	DTL & ATL	INR 25, 000/ Individual/ Weekly.									

**Annexure - A: List of Durg Cluster 48 ULBs**

**Name of Cluster- III Durg**

ULB's Structure	No.	Existing ULB/Administrative Entities
Municipal Corporation (A)	2	Bhilai, Durg,
Municipal Corporation (B)	3	Rajnandgaon, Bhilai-Charoda, Risali
Municipal Council	11	Jamul, Kumhari, Bemetara, Balod, Dallirajhra, Dongargarh, Khairagarh, Kawardha, Aahiwara,Amleshwar,Pandariya
Nagar Panchayat	32	Dhamdha, Patan, Utai, Nawagarh, Berla, Saja, Thankhamariya, Devkar, Parpodi, Dondi, Dondi-lohara, Gurur, Gunderdehi, Chuikhadan, Dongargaon, Bodla, Ambagarhchowki, Pallari, Maro, Chiklakasa, Arjunda, Churiya, Gandai, Pandatari, Sahaspur-lohara,Pipariya,Bhimbhaouri,Indouri lalbahadurnagar,Ghumka,Dadhi,Kusmi
<b>Total Entities</b>	<b>48</b>	<b>TOTAL</b>

**Annexure - B: Indicative Staff Deployment**

List of Durg Cluster ULBs with Indicative Staff Deployment for Pre-Audit & Statutory Compliances is as below:-

**Cluster-III -Durg**

			Chartered Accountants			Support Staff
Name of Cluster	No.	Existing ULB/ Administrative Entities	Team Leader-Full Time	Deputy Team Leader-Full Time	Assistant Team Leader	
Municipal Corporation	1	Bhilai	1	1	-	As per Requirements
Municipal Corporation	4	Durg, Rajnandgaon, Bhilai-Charoda, Risali		4	-	
Municipal Council	11	Jamul, Kumhari, Bemetara, Balod, Dallirajhra, Dongargarh, Khairagarh, Kawardha, Aahiwara,Amleshwar,Pandariya		3		
Nagar Panchayat	32	Dhamdha, Patan, Utai, Nawagarh, Berla, Saja, Thankhamariya, Devkar, Parpodi, Dondi, Dondi-lohara, Gurur, Gunderdehi, Chuikhadan, Dongargaon, Bodla, Ambagarhchowki, Pallari, Maro, Chiklakasa, Arjunda, Churiya, Gandai, Pandatari, Sahaspur-lohara, Pipariya,Bhimbhaouri,Indouri lalbahadurnagar,Ghumka,Dadhi,Ku smi		7		
<b>Total Entities</b>	<b>48</b>	<b>Total Cluster-III</b>	<b>1</b>	<b>5</b>	<b>10</b>	

Note: -

A. For Post Audit, work shall be completed with- in 1 years from the date of execution of agreement.CA Staff & Support staff shall be placed by Firm as per quantum of Work.

B. List of professional staff & support staff is Indicative and may be revised as per quantum of work, but work is purely deliverable based.

**Note: Qualification of the above team shall be as follows: -**

S.No	Type of Team	Qualification	Experience
1.	Team Leader (TL)	Qualified CA with Five year of post qualification experience	Minimum 05 year's experience in Internal Audit /Statutory Audit in Government/PSU/ULB etc. CVs with experience shall be attested by the firm.
2	Deputy Team Leader (DTL)	Qualified Chartered Accountant	Minimum 3 year's experience in Internal Audit/Statutory Audit in Government/PSU/ULB etc. CVs with experience shall be attested by the firm.
3.	Assistant Team Leader (ATL)	Qualified Chartered Accountant	Minimum 2 years' experience in Internal Audit/Statutory Audit in Government/PSU/ULB etc. CVs with experience shall be attested by the firm.
4.	Support Staff	CMA/C.S./M.COM/B.CO M/ IPCC/PE/CA- Inter/CMA Inter /CS Inter passed	Minimum 2 years' experience in Internal Audit/Statutory Audit in Government/PSU/ULB etc. CVs with experience shall be Provided after Agreement.

**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 Corporation Act 1956 & C.G. Municipality Act 1961 2. PWD works Manual 3. General Financial Rule (as per requirement)	1. CG Urban Internal Audit Rules 2017 2. PWD Building SOR (2015) 3. PWD Road SOR (2015) 4. CGPHESOR(6 Amendments) 5. PWD Electrical SOR (2015)	TDS, GST, LWF, SD, Royalty, TDS under GST
2	Procurement of material	1. Chhattisgarh Store Purchase Rule 2002 (Amended) 2. www.gem.gov.in 3. Vittiya Sanhita (Part 1 and 2)	1. Amendments in Government e-Marketplace (GeM) 2. Guidance from SUDA 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 SUDA	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 SUDA 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 SUDA	-
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 SUDA	-

*RFP for Engagement of Consultant for conducting Post -audit, Pre-/ Internal Audit & Statutory compliance in Durg Cluster 48  
ULBs Entities of Chhattisgarh State. (2<sup>nd</sup> Call)*

<b>S. N .</b>	<b>Activity</b>	<b>Applicable Act, Manual, Rule Book</b>	<b>Rules &amp; Regulations</b>	<b>Statutory compliance applicable</b>
8	Telephone bill	Chhattisgarh Suvidha Handbook (Telephone Facility)	1. Notifications From SUDA 2. Suvidha Handbook (Telephone Facility)	-
9	Audit of stores	1. Chhattisgarh Store PurchaseRule2002 2. Vittiya Sanhita (Part1and2)	1. Financial code (Rule132, 133, 134, 135)	-

## ANNEXURE-D

### Pre/Internal Audit Format

#### **Format as per "Chhattisgarh Municipal Internal Audit (Standard Procedure) Rules, 2017"**

FORM -1

ULB's Dispatch No.& Date

[ See Rule 9 (2) (a)]

#### **Form of Register for Movement of Files with Bills /Invoices**

Date of submission to Internal Auditor	Bill/Invoice reference	Acknowledgement by Internal Auditor (Signature with date)	Date of return to Nodal Officer after Pre/Post Audit	Cleared or Flagged (if flagged, give Flag color)	Date of Return to Nodal Officer	Acknowledgement by Nodal Officer (Signature with date)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

FORM-2  
ULB's Dispatch No.& Date  
[ See Rule 13 (3)]

**Form of Query by Internal Auditor**

Pre/Internal Audit Format

(Internal Auditor to send original and retain a Copy)

Query Serial No. Date Bill /Invoice Reference

Query Sheet Serial No. :	Date:	Bill /Invoice Reference:
SI. No	Query	
(1)	(2)	

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

FORM-3

Dispatch No.& Date

[ See Rule 15 (1) (d)]

Pre/Internal Audit Format

**Quarterly Statement of Output and Irregularities**

Total Bills received for Pre/Post Audit during the quarter	Bills cleared without query		Yellow flagged		Orange flagged		Red flagged	
	No	%	No	%	No	%	No	%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Note : Total of columns (2)+ (4)+ (6)+ (8) Should be equal to column (1)

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

## **Annexure -D-1**

**Covering Letter**

ULB's Dispatch No.& Date

**To,**

**Joint Director (Division- )**  
Urban Administration &Development Department  
**Cluster no...../Name.....**

**Dear Sir,**

We certify that we have conducted Pre-Audit/Internal Audit of <**Name of ULB**>during the month of <**Name of the month**>2025 and have verified the vouchers, documents and books of accounts placed before us, and we sought and obtained necessary clarifications required for the audit.

As evidence of verification, we have duly put our seal &signature on the vouchers, etc. Provisional audit remarks were given to the Accounts Officer of the ULB, and all remarks complied with by him during the month have been deleted from the final report enclosed herewith.

The monthly Report is enclosed for your kind perusal.

**Encl: Annexure XXX to XXX**

Yours Sincerely,

Authorized Signatory  
<**Name of Audit Firm**>  
Date-

## Annexure -D-2

WORK PROGRESS REPORT  
 FROM DATE: XX.XX.2025 to XX.XX.2025

Pre/Internal Audit Format

Name of ULB: \_\_\_\_\_

ULB's Dispatch No.& Date

Name of Audit Firm: \_\_\_\_\_

No. of vouchers on opening date:

No. of vouchers received during the period:

No. of vouchers audited during the period:

No. of vouchers pending on closing date:

Checklist No.	Received Date of files by Internal Auditor	Date of Audit	Name of Scheme / Fund	Amount		Approved (Y/N)	Remarks or Queries (if not approved)	Name of DTL / ATL	Signature of DTL/ATL
				Proposed for the Payment (Net Amt.)	Passed for the Payment (Net Amt.)				
						Y/N			
						Y/N			
						Y/N			
						..			
						..			
						..			

Notes:

- 1
- 2
- 3
- 4
- 5
- 6

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

## Annexure -D-3

### Certificate of completing the work of Pre- Audit/Internal Audit at ULB

(To be submitted by Commissioner/Nodal officer/CMO Every Month in letter head of ULB with Dispatch No. & Date)

Name of ULB: \_\_\_\_\_

ULB's Dispatch No.& Date

Month: <Name of the month>, 2025

Name of Audit Firm: \_\_\_\_\_

This is to certify that all vouchers of the ULB were audited by <Name of the CA Firm> No bills and voucher are pending by CA. Firm. Also certify that all the Pre-Audit, Internal Audit & Statutory Compliance have been completed as per agreement.

Further, the CA. firm certifies that no cases of misappropriation / fraud / embezzlement / irregularities are noticed at ULB during this month based on the documents /books of accounts produced before us. (In case of misappropriation / fraud / embezzlement / irregularities is noticed then a report to the Commissioner/ CMO would be provided.

CC-Joint Director ..... Cluster

Commissioner/CMO  
Name of ULB

## Annexure -D-4

Pre/Internal Audit Format

Reporting on List of Irregularities observed with corrective action proposed: -

- a) Major Irregularities -
- b) Minor Irregularities -

**Revenue: Receipt of the ULB during the financial year**

**[₹ In Lacs]**

Head	Target	Achieved (Collection)			
		Till last month	Current month	Cumulative Total	Collection in Percentage
Property Tax	-	-	-	-	%
Samekit Tax	-	-	-	-	%
Water Tax	-	-	-	-	%
Other Taxes	-	-	-	-	%

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

## Annexure -D-5

Pre/Internal Audit Format

### Details of Statutory deduction (01-XX-2025XX to 31-XX-202520XX)

[₹ In Lacs]

Particular	Due Date	Deposit Date	Amount Deducted	Amount Deposited	Interest (If any)	Total Amount	Remarks
TDS 192		-	-	-	-	-	-
TDS 194-C		-	-	-	-	-	-
TDS 194-J		-	-	-	-	-	-
LWF		-	-	-	-	-	-
GPF		-	-	-	-	-	-
CPF		-	-	-	-	-	-
GST		-	-	-	-	-	-

### Details of Statutory Compliances (Reporting Formats may be changed as per requirements)

Particular	Due Date of fillings	Actual Date Filed	Any Demand arises after fillings	Details of Returns Filled	Notice Details Pertaining to Returns Filed	Amount of Penalty if any	Remarks
TDS-IT		-	-	-	-	-	-
GST		-	-	-	-	-	-
GST(TDS)		-	-	-	-	-	-
IT(Income Tax return Fillings) IT(Income Tax Notice Reply Fillings) LWF		-	-	-	-	-	-

### Details of others Liabilities (01-XX-2025 to 31-XX-2025)

[₹ In Lacs]

Particular	Due Date	Deposit Date	Amount	Amount Deposited	Interest (If any)	Total Amount	Remarks
Electricity Bill	-	-	-	-	-	-	-
Telephone Bill	-	-	-	-	-	-	-

**List of Bills which are Audited but Not Paid/ Delayed Payment By ULB**

S. N.	Date	Particular	Voucher No.	Checklist No.	Amount
	(on which payment approved by auditor)				
1	-	-	-	-	-

**Signature of Nodal office/CMO**

Date:

**Signature of Auditor**

Name of Audit Firm:

Date:

## Annexure -D-6

Pre/Internal Audit Format

### List of Bills which are Not Audited but Paid By ULB

S. N.	Date	Particular	Voucher No.	Amount	Remark
1	-	-	-	-	-
2	-	-	-	-	-

### List of Advance paid by ULB

S.N.	Date	Particular / Employee Name	Voucher No.	Amount	Remark
1					
2					

### Qualified Audit / Other Notes by the Internal Auditor

XX- Date/Month/Year should be filled

Signature of Nodal office/CMO

Signature of Auditor

Date:

Name of Audit Firm:

Date:

Note:-Extra Annexure may be provided after award of work

## **Annexure -D-1(a)**

Post/Internal Audit Format

### **Covering Letter**

**To,**

**ULB's Dispatch No.& Date**

**Joint Director (Division- )**

Urban Administration & Development Department

**Cluster no...../Name.....**

**Dear Sir,**

We certify that we have conducted Post Audit & Internal Audit of **<Name of ULB>** during the of **<Name of the QTR from.....>** & year from ..... and have verified the vouchers, documents and books of accounts placed before us, and we sought and obtained necessary clarifications required for the audit.

As evidence of verification, we have duly put our seal & signature on the vouchers, etc. Provisional audit remarks were given to the Accounts Officer of the ULB, and all remarks complied with by him during the month have been deleted from the final report enclosed herewith.

The monthly Report is enclosed for your kind perusal.

**Encl: Annexure XXX to XXX**

Yours Sincerely,

Authorized Signatory

**<Name of Audit Firm>**

Date-

## Annexure -D-2(a)

Post/Internal Audit Format

WORK PROGRESS REPORT

FROM DATE: XX.XX.20XX to XX.XX.20XX

Name of ULB: \_\_\_\_\_

ULB's Dispatch No.& Date

Name of Audit Firm: \_\_\_\_\_

No. of vouchers on opening date:

No. of vouchers received during the period:

No. of vouchers audited during the period:

No. of vouchers pending on closing date:

Checklist No.	Received Date of files by Internal Auditor	Date of Audit	Name of Scheme / Fund	Amount		Approved (Y/N)	Remarks or Queries (if not approved)	Name of DTL / ATL	Signature of DTL/ATL
				Proposed for the Payment (Net Amt.)	Passed for the Payment (Net Amt.)				
						Y/N			
						Y/N			
						Y/N			
						..			
						..			
						..			

Notes:

- 1
- 2
- 3
- 4
- 5
- 6

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

## Annexure -D-3(a)

Post/Internal Audit Format

### Certificate of completing the work of Post Audit at ULB

(To be submitted by Commissioner/Nodal officer/CMO Every QTR in letter head of ULB with Dispatch No. & Date)

Name of ULB: \_\_\_\_\_

ULB's Dispatch No.& Date

QTR: <Name of the Year >, 20XX

Name of Audit Firm:\_\_\_\_\_

This is to certify that all vouchers of the ULB were Post audited by <Name of the CA Firm>QTR.... No bills and voucher are pending by CA. Firm. Also certify that all the Post Audit, Internal Audit .have been completed as per agreement.

Further, the CA. firm certifies that no cases of misappropriation / fraud / embezzlement / irregularities are noticed at ULB during this month based on the documents /books of accounts produced before us. (In case of misappropriation / fraud / embezzlement / irregularities is noticed then a report to the Commissioner/ CMO would be provided.

CC-Joint Director ..... Cluster

Commissioner/CMO  
Name of ULB

## Annexure –D-4(a)

Post/Internal Audit Format

Reporting on List of Irregularities observed with corrective action proposed: -

- a) Major Irregularities -
- b) Minor Irregularities -

Revenue: Receipt of the ULB during the financial year

[₹ In Lacs]

Head	Target	Achieved (Collection)			
		Till last month	Current Qtr.	Cumulative Total	Collection in Percentage
Property Tax	-	-	-	-	%
Samekit Tax	-	-	-	-	%
Water Tax	-	-	-	-	%
Other Taxes	-	-	-	-	%

Signature of Nodal office/CMO

Signature of Auditor

Date:

Name of Audit Firm:

Date:

## Annexure -D-5(a)

Post/Internal Audit Format

**Details of Statutory deduction (01-XX-20XX to 31-XX-20XX)**

[₹ In Lacs]

Particular	Due Date	Deposit Date	Amount Deducted	Amount Deposited	Interest (If any)	Total Amount	Remarks
TDS 192		-	-	-	-	-	-
TDS 194-C		-	-	-	-	-	-
TDS 194-J		-	-	-	-	-	-
LWF		-	-	-	-	-	-
GPF		-	-	-	-	-	-
CPF		-	-	-	-	-	-
GST		-	-	-	-	-	-

**Details of others Liabilities (01-XX-20XX to 31-XX-20XX) [₹ In Lacs]**

Particular	Due Date	Deposit Date	Amount	Amount Deposited	Interest (If any)	Total Amount	Remarks
Electricity Bill	-	-	-	-	-	-	-
Telephone Bill	-	-	-	-	-	-	-

**List of Bills which are Audited but Not Paid/ Delayed Payment By ULB**

S. N.	Date	Particular	Voucher No.	Checklist No.	Amount
	(on which payment approved by auditor)				
1	-	-	-	-	-
2	-	-	-	-	-

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

## Annexure -D-6(a)

Post/Internal Audit Format

### List of Bills which are Not Audited but Paid By ULB

S. N.	Date	Particular	Voucher No.	Amount	Remark
1	-	-	-	-	-
2	-	-	-	-	-

### List of Advance paid by ULB

S.N.	Date	Particular / Employee Name	Voucher No.	Amount	Remark
1					
2					

**Qualified Audit / Other Notes by the Internal Auditor**  
**XX- Date/Month/Qtr/Year should be filled**

**Signature of Nodal office/CMO**

**Signature of Auditor**

Date:

Name of Audit Firm:

Date:

Note:-Extra Annexure may be provided after award of work

# **ANNEXURE 1**

## **(Technical BID)**

**RFP Form1: Letter of Proposal**

(On Bidder's Letter Head)

(Date and Reference)

**Chief Executive Officer,**

SUDA,

Indravati Bhavan

Nava Raipur Atal Nagar Chhattisgarh Phone No. 0771-2222045

Email ID: osd.suda@yahoo.com

**Subject:** "RFP for Engagement of Consultant for conducting Post- Audit, Pre/Internal Audit & Statutory compliance in Durg Cluster -48 ULBs of Chhattisgarh State." (2<sup>nd</sup> Call)

**Dear Sir,**

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

1. The Bid is being submitted by (name of the Bidding Company) who is the Bidding Company, in accordance with the conditions stipulated in the RFP. Our Bid includes the Letter (s) of Acceptance in the format specified in the RFP.
- 2) We have examined in detail and have understood the terms and conditions stipulated for Qualification of the bidders in the RFP Document issued by SUDA and in any subsequent communication sent by SUDA. We agree and undertake to abide by all these terms and conditions.
- 3) The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- 4) A Power of Attorney, to sign all Technical and Financial Proposals, hold negotiations with SUDA and sign the Contract Agreement, in respect of the Project, is included as part of the Proposal.
- 5) A Power of Attorney from the Bidding Company authorizing the undersigned as the Authorized 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.
- 6) 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.
- 7) 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.
- 8) We shall make available any additional information you may find necessary or require to supplement or authenticate the Bid

- 9) We agree to treat the bid documents 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.
- 10) We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SUDA in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above-mentioned contract and the terms and implementation thereof.
- 11) The Bids are submitted by us after taking into consideration all the terms and conditions stated in the bidding documents.
- 12) 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.
- 13) We agree, if our Bid is accepted, to furnish Performance Security in the forms and of value specified in the RFP Document within 7 days of issue of LOI/LOA.
- 14) 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.
- 15) We understand that you are not bound to accept any tender you may receive or annul the tender/ bidding process at your will and acknowledge the right of SUDA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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

For and on behalf of:

Signature:

(Authorized Representative and Signatory) Name of the Person:

Designation:

Contact Details:

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 3.5
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 GSTIN number	As per Section 3 Clause 3.12
5.	Auditor Certificate	As per Section 3 Clause 3.12
6.	Experience in similar assignment	As per RFP
7.	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 proofs to be attached: -

Proof 1: - Legal firm proof/certificate (to be place/attached here)

Proof 2: - Financial Capacity/Turnover proof (Last three years financial statement)

Proof 3: - PAN number and GSTIN number proofs (to be placed/attached here in the form of pan card copy and GSTIN number copy.)

Proof 4: - Auditor Certificate (to be attached here as per as per Section 3 Clause 3.12)

Proof 5: - Experience Certificates

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

**RFP Form 2: Summary of Information**

S.No.	Particular		Detail
1	Bidder detail	Full legal name of bidder company	
		Country of registration	
		Registered office address	
		Type of registration	
		Telephone number	
		Fax number	
		e-mail address	
		Bidder registration number	
		Bidder PAN	
		Bidder GST number	
2	Contact personnel 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 o fbank	
		Amount	
		Bank instrument	
(Signature, name and designation of the authorized signatory) For and on behalf of .....			

**RFP Form 3: Abstract of Eligible Assignments of the Bidder#**

S.No.	Name of Project/Assignment	Name of Client	Estimated Capital Cost of Project/Assignment (Rs. In Millions)	
(1)	(2)	(3)	(4)	
1.				
2.				
3.				
4.				

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

## Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.

\* The names and chronology of Eligible Projects/Assignments included here should be reflected in the project/assignment- wise details submitted in FORM-18

**Note:**

1. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
2. The certification of project experience shall be issued by concerned agency or client. The Bidder should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation
3. Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder; the details need to be provided for each Entities / Bidders.
4. The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal.

**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**

- (a) Name of bidder
- (b) Attach audited balance sheet including Auditor's Report for the past three years ending 31st March 2022 for the immediate previous year, supported by copies of tax returns.
- (c) Summaries assets and liabilities in Indian Rupees for the past three years ending 31st March 2025 from the audited balance sheet.

<b>Financial Information</b>	<b>Year2024-25 Rs. In Lakh</b>	<b>Year2023-24 Rs. In Lakh</b>	<b>Year2022-23 Rs. In Lakh</b>
1. Annual Turnover from Similar type( Only Services) of Services of Applicant			
2. Net worth = Share Capital + Reserves and Surplus–Miscellaneous Expenditure –Revaluation Reserves (If any)			

Name of Authorized Signatory

Designation

Date:

**RFP Form 5 : Letter of authority to seek references**

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

To

**CEO- The State Urban Development Agency,**

Chhattisgarh, Raipur.

Sub: - A letter of authority to seek references from bankers and previous / existing Employer's. Name of Work-  
**Request for Proposal for "Name of Work."**

Dear Sir,

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

Sign: Date: Stamp:

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

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

Ref.

Date:

To,

**CEO- The State Urban Development Agency,**

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 Authorized Person

Name of the Authorized Person

**RFP Form-8- 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 authorize 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 “Authorized 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 SUDA 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 SUDA, representing us in all matters before SUDA, signing and execution of all contracts and undertakings consequent to acceptance of our application and generally dealing with SUDA 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 SUDA.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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 EXECUTEDTHIS POWER OFATTORNEYONTHIS \_\_\_\_\_DAY OF,2025

For  
(Signature)  
(Name, Title and Address)

Witnesses: 1.  
2.

Notarized Accepted  
(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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

**RFP Form 9: Information on Litigation**

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

**RFP Form 10: Particulars of Key Personnel**

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

- (a) Organization chart (Provide as an organogram)
- (b) Key Personnel at Site: (Provide in the following format)

**Particulars of Key Personnel**

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

**RFP Form 11: Proposed Approach, Methodology and Work Plan**

The proposed approach, methodology work plan and innovativeness in the work, shall be described as follows:

1.     Understanding of ToR (not more than two pages)  
The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR and scope of services.
2.     Approach & Methodology  
The Bidder shall submit its approach & methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the ToR and Scope of services.
3.     Detailed Work Plan  
The Bidder shall submit its work plan for carrying out this assignment. The Bidder shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Services.
4.     Innovativeness in the work.  
The Bidder shall indicate the ways and means by which it intends to bring in innovativeness in the work.

**RFP Form 12: Eligible Assignments of Bidder**

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

**Notes:**

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

**RFP Form 13: Curriculum Vitae (CV) Of Key Personnel**

(To be provided in original duly signed by bidder for the tender)

1. Proposed Position				
2. Name of Firm				
3. Name of Expert				
4. Date of Birth		5. Citizenship		
6. Education				
7. Membership in Professional Associations				
8. Countries of Work Experiences				
9. Language	Language	Speaking	Reading	Writing
	English			
	Hindi & Chhattisgarhi			
10. Employment Record				
From		To		
Employer				
Position Held				
From		To		
Employer				
Position Held				
Note: Add separate sheet if required				

11. Work Undertaken that best Illustrates Capacity to Handle the Tasks Assigned	
Year	
Location	
Client	
Main Features of the project	
Position Held	
Activities Performed	
Note: add separate sheets 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  
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 Note: Sign in Origin in blue ink

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

**RFP Form 14 : FORMAT FOR AFFIDAVIT**

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

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

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

Signed by an authorized officer of the firm Designation of officer

Name of Firm Date

**TECH 1: Format for Performance Bank Guarantee**

To,

**Chief Executive Officer,**

State Urban Development Agency, Chhattisgarh, Raipur.

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

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

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

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

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value>

(Rupees <Insert Value in Words> only).

- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**TECH 2: Declaration of Non-Blacklisting**

<Location, Date>

To

**Chief Executive Officer**

State Urban Development Agency, 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:

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

Sub: - Letter of Appointment/Award for “ ” in SUDA.

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

Dear Sir,

(1) SUDA is pleased to inform you that your Proposal for “\_\_\_\_\_” has been accepted by State Urban Development Agency (SUDA). You have been selected as the Preferred Bidder to provide, carry out and perform the services as per the scope of work given in said RFP, for the 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 07 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 Nationalized/Scheduled Bank located in India in a form indicated in the RFP document and as may be acceptable to SUDA;
- b) Provide requisite proof of insurance in accordance with the provisions of sub-clause [10 of Section 5] 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. SUDA) as per Clause of the Instruction to Bidders.

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 SUDA retains the right to withdraw the LOA and issue the same to next preferred bidder as per the conditions of the RFP.

Yours faithfully,

**For State Urban Development Agency (SUDA)**

**Agreed and Accepted**

Authorized Signatory

(Seal)

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

Authorized Signatory of

(Seal)

# **ANNEXURE 2**

## **(Financial BID)**

**Form-1: Financial covering letter**

(Covering Letter)

(On Bidder's letter head)

To,

**Chief Executive Officer, SUDA,**

Indravati Bhavan

Nava Raipur Atal Nagar Chhattisgarh

**Sub:** RFP for "RFP for Engagement of Consultant for conducting Pre/Post-Audit, Internal Audit, Statutory Compliance and Reporting in Durg Cluster 48 ULBs of Chhattisgarh State." (2<sup>nd</sup> Call)

**Dear Sir,**

I/We, (Bidder's name) herewith enclose the Financial Bid for "RFP for Engagement of Consultant for conducting Pre/Post Audit, Internal Audit & Statutory compliance in Durg Cluster 48 ULBs of Chhattisgarh State." (2<sup>nd</sup> Call)

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 format -(To be submitted on letter head of bidder)**

FINANCIAL BID

(STANDARD FORMAT FOR REQUEST FOR PROPOSAL (RFP) - FINANCIAL BID)

**FIN A: Bifurcation of cost**

	<b>Cluster-3 (Durg)</b>	
I	Fees for Pre Audit/Internal audit as per FIN 1(a)	
	Fees For Post Audit (Period From 13/10/2020 to XX/XX/XXXX) Fin 1 (b)	
	Fees for statutory compliance as per FIN 1 (c) (payable as per payment schedule)	
	<b>Total (I) (a+b+c) (In Rupees (in words)....)</b>	

Note:- Amount quoted above shall be exclusive of GST & GST shall be payable extra as applicable.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

**FIN B: Detail of Cost-**  
**Name of Cluster- III DURG**

<b>FIN 1 (a) for Pre-audit/Internal Audit</b>					
S.No	Existing ULB/Administrative Entities	No. of ULBs (A)	Rates per Months as per ULBs (B)	Total cost for one year (C=A*B*12)	Total Cost for Two years (D=C*2)
1	Bhilai, Durg	2			
2	Rajnandgaon, Bhilai-Charoda, Risali	3			
3	Jamul, Kumhari, Bemetara, Balod, Dallirajhra, Dongargarh, Khairagarh, Kawardha, Aahiwara, Amleshwar, Pandariya	11			
4	Dhamdha, Patan, Utai, Nawagarh, Berla, Saja, Thankhamariya, Devkar, Parpodi, Dondi, Dondi-lohara, Gurur, Gunderdehi, Chuikhadan, Dongargaon, Bodla, Ambagarhchowki, Pallari, Maro, Chiklakasa, Arjunda, Churiya, Gandai, Pandatari, Sahaspur-lohara, Pipariya, Bhimbhaouri, Indouri, lalbahadurnagar, Ghumka, Dadhi, Kusmi	32			
	Total	48			
<b>Total FIN1 (a)</b>					

<b>FIN1(b) for Post-audit (13/10/2020 Till Execution of Agreement/Internal audit)</b>				
S. No	Existing ULB/Administrative Entities	No. of ULB (A)	Rates per QTR as per ULBs (B)	Total cost for one year (C=A*B*4)
1	Bhilai, Durg	2		
2	Rajnandgaon, Bhilai-Charoda, Risali	3		
3	Jamul, Kumhari, Bemetara, Balod, Dallirajhra, Dongargarh, Khairagarh, Kawardha, Aahiwara, Amleshwar, Pandariya	11		
4	Dhamdha, Patan, Utai, Nawagarh, Berla, Saja, Thankhamariya, Devkar, Parpodi, Dondi, Dondi-lohara, Gurur, Gunderdehi, Chuikhadan, Dongargaon, Bodla, Ambagarhchowki, , Pallari, Maro, Chiklakasa, Arjunda, Churiya, Gandai, Pandatari, Sahaspur-lohara, Pipariya, Bhimbhaouri, Indouri, lalbahadurnagar, Ghumka, Dadhi, Kusmi	32		
	Total	48		
<b>Total FIN 1(b)</b>				

<b>FIN1(c): For statutory compliance</b>						
Sr. No	Description	ULBs	Quantity (P)	Rate (Q)	Total cost for one year (R=P*Q)	Total Cost for Two years (S=R*2)
1	Monthly filling and submission of the following: - All-GST Return (As Applicable)	1. Municipal Corporation-	5*12=60			
		2. Municipal Council-	11*12=132			
		3 Nagar Panchayat	32* 12=384			
2	Quarterly TDS Return/Revised Filling.	1. Municipal Corporation-	5*4=20			
		2. Municipal Council-	11*4=44			
		3 Nagar Panchayat	32* 4=128			
3	Income Tax Returns (Annually)	1. Municipal Corporation-	5*1=5			
		2. Municipal Council-	11*1=11			
		3 Nagar Panchayat	32* 1=32			
4	Labour Welfare Cess Returns	1. Municipal Corporation-	5*12=60			
		2. Municipal Council-	11*12=132			
		3 Nagar Panchayat	32* 12=384			
<b>Total FIN 1 (c)</b>						
<b>Grand Total = Total FIN 1 (a) + Total FIN 1 (b)+Total FIN 1(c)-</b>						

