

RFP No./9/SUDA/HFA/2018/1649

## Request for Proposal

“Selection of Agency for preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan (AIP) for 132 ULB’s in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All”

State Urban Development Agency

IndravatiBhavan, Naya Raipur

Chhattisgarh

STATE URBAN DEVELOPMENT AGENCY

4<sup>TH</sup> Floor, D Block, IndravatiBhavan (HOD Building), Naya Raipur, Chhattisgarh, 492002  
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## **RFP NOTICE**

NO.9/SUDA/HFA/2018/1649

NAYA RAIPUR, DATED 08/03/2018

Proposals are invited from reputed agencies/Consultants for **Preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan (AIP)** for 132 ULB's in fourteen clusters of Chhattisgarh state under **Pradhan Mantri Awas Yojana – Housing for All** as per guidelines issued by Ministry of HUPA, Govt. of India.

The Proposal along with required documents for each Cluster should be submitted to C.E.O. SUDA by Speed Post/Registered Post latest by Date: **28.03.2018** Upto 3 P.M. along with EMD of as mentioned in the Table List of Cluster in the form of Bank DD/FDR Draft of any Nationalized Bank drawn in favor of C.E.O., SUDA, Payable at RAIPUR. The Information Docket cum RFP form can be obtained from SUDA office or downloaded from web site <http://www.uad.cg.gov.in/>. While submitting downloaded docket a demand draft on any nationalized bank for Rs. 5,000/- drawn in favor of C.E.O., SUDA payable at RAIPUR shall be submitted. The C.E.O. SUDA RAIPUR reserves the right to Change the terms & Conditions; select/reject any application without assigning any reason thereof.

In general the consultant shall be selected for one cluster only but any successful bidder may be allotted more than one cluster if bidder founds capable in terms of technically & financially as prescribed under eligibility criteria.

**(Niranjan Das)**  
**(CEO, SUDA)**

State Urban Development Agency,  
IndravatiBhavan, Naya Raipur

## **Disclaimer**

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

This RFP is not an agreement or an offer by the SUDA to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to the min the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SUDA in relation to set up the RFP for “Selection of Agency for preparation of Housing For All Plan of Action(HFAPoA) and Annual Implementation Plan(AIP) for 132 ULB’s in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All” 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, “Selection of Agency for preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan(AIP) for 132 ULB’s in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All” and the SUDA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bearable list costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SUDA shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by aBidder 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,  
Naya Raipur (C.G.)

## TABLE OF CONTENTS

Quick Information Data Sheet .....	7
Section 1:- Definitions and interpretation .....	8
Section 2: Background and details of project .....	9
Section 3: Schedule of tender/RFP and instructions to bidder.....	13
Section 4: Process of Bidding .....	19
Section 5 General Terms of Condition .....	22
Section 6 Special Terms and condition .....	32
Section 7 : Terms of Reference .....	34
ANNEXURE 1 (Technical BID) .....	37
Form 1: Letter of Proposal .....	38
Form 2: Eligibility Document.....	40
Form 3: Approach and Methodology.....	41
Form 4: Summary of Information .....	42
Form 5: Team Structure .....	43
ANNEXURE 2 (Financial BID) .....	44
Form-1: Financial covering letter .....	45
Form-2: Financial bid format .....	46
Standard Contract Agreement.....	47

## Abbreviation

BDD	:	Bid Due Date
CA	:	Concession Agreement
CEO	:	Chief Executive Officer
DPR	:	Detailed Project Report
PMC	:	Project Management Consultant
TPQMA	:	Third Party Quality Monitoring Agency
EMD	:	Earnest Money Deposit
EMP	:	Environment Management Plant
GoCG	:	Government of Chhattisgarh
JV	:	Join Venture
LOA	:	Letter of Award
MoUD	:	Ministry of Urban Development
MSW	:	Municipal Solid Waste
AHP	:	Affordable Housing in Partnership
ISSR	:	In-situ slum redevelopment
PPP	:	Public Private Partnership
BLC	:	Beneficiary Led Construction
RFP	:	Request for Proposal
PMAY	:	Pradhan Mantri Awas Yojana
PoA	:	Plan of Action
AIP	:	Annual implementation plan
SUDA	:	State Urban Development Agency
TA	:	Transaction Advisor
TEFR	:	Techno Economic Feasibility Report
ToR	:	Terms of Reference
ULB	:	Urban Local Body
VfM	:	Value for Money

## Quick Information Data Sheet

“Selection of Agency for preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan (AIP) for 132 ULB’s in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All”

Web Address to download the RFP	<a href="http://uad.cg.gov.in/">http://uad.cg.gov.in/</a>
Date of Issue of RFP	<b>Date: 08/03/2018</b>
Date of Pre-Bid Meeting	<b>Date: 16/03/2018; Time: 1500 hrs</b> State Urban Development Agency, Block-D, 4 <sup>th</sup> floor, Indrawati Bhavan , Naya Raipur, C.G.-492002
Date of Issue/Uploading of Final RFP Submission	<b>Date : 19/03/2018</b>
Last date and time of Submission of Bid (Bid Due Date)	<b>Up to Date: 28/03/2018</b> <b>Till 15:00 hrs</b>
Mode of Submission of RFP	<b>Through speed post /registered post only.</b> <b>Note:- No drop box facility will be available.</b>
Opening of Technical Bid	<b>At 15:30 hours on Date 28/03/2018</b>
Date of opening of Financial Bid	To be intimated later to the technically qualified bidders.
Duration of services:	Till the completion of project.
Cost of RFP Document	Rs. 5,000/- Demand draft in favor of CEO, State urban development agency, payable at Raipur, for each cluster Separately.
Earnest Money Deposit	As Per RFP(mentioned in Section 2)
Validity of proposal	120 Days.
Selection Process	As per RFP.
Representative/Contact Person of SUDA, for further information	<ul style="list-style-type: none"> <li>• Mr. A.K.Saxena, OSD (T) - osd.suda2@gmail.com Ph. No. - 0771-2510975; 2222405</li> <li>• Mr. Yuva Pratap, Municipal Civil Engineer Mo. No. 9581714444; 9618171444</li> </ul>
Evaluation Criteria	As per RFP
Address where Bidders must send proposal	Chief Executive Officer, State Urban Development Agency, Block-D, 4 <sup>th</sup> floor, Indravati Bhavan , Naya Raipur, C.G.-492002

Note:

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

## Section 1:- Definitions and interpretation

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed here in. The undermentioned 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, authorisations, 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, Naya Raipur
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.
Contract	Shall means and include the general and special terms and conditions specified in the RFP document.
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.



## Section 2: Background and details of project

### 2.1 Background of the project

#### Pradhan Mantri Awas Yojana – Housing for All (PMAY-HFA)

The Ministry of Housing and Urban Poverty Alleviation (MoHUPA) has launched “Housing for All” Mission through Pradhan Mantri Awas Yojana – Housing for All for Urban Area to be implemented during 2015-2022 as a Centrally Sponsored Scheme. The credit linked subsidy under the Mission, will be implemented as a Central Sector Scheme.

The Mission seeks to address the housing requirement of urban poor including slum dwellers through following program verticals:

- 1) Rehabilitation of slum dwellers with participation of private developers using land as a resource.
- 2) Promotion Affordable housing for weaker section through credit linked subsidy,
- 3) Affordable housing in partnership with public & private sectors, and
- 4) Subsidy for beneficiary-led individual house construction.

There are 168 cities of Chhattisgarh state selected for PMAY (HFA) mission 2022, and these cities have been divided in to 5 clusters. As per the directions of MoHUPA cities will be covered with their planning area for execution of the mission. 36 Cities are covered in previous phases and remaining 132 cities are being covered in this phase.

Following is the list of 132 cities with their clusters,

#### 2.2 Details of clusters for bid invited:-

Name of Cluster	Name of District	Name of ULB's			City Population	Approx No of HH	Probable Amount for HFAPoA in Lakh	EMD Amount in Lakh
1	2	3			4	6	7	8
Cluster -1 Dantewada	Bijapur	1	N.P	Bheramgarh	9026	565	17.50	0.35
		2	N.P	Bhopalpattbnam	4445	280		
	Sukma	3	N.P	Dornapal	7238	455		
		4	N.P	Konta	7038	440		
	Dantewada	5	N.P.P	Kirandul	18887	1180		
		6	N.P	Geedam	7440	465		
		7	N.P	Barsur	6636	415		
<b>Total</b>					<b>60710</b>	<b>3800</b>	<b>17.50</b>	<b>0.35</b>

Cluster -2 kanker	Bastar	1	N.P	Bastar	10048	628	20.00	0.40
	Kondagaon	2	N.P	Farashgaon	6306	395		
		3	N.P	Keshkal	11115	695		
	Kanker	4	N.P	Bhanupratapur	8125	510		
		5	N.P	Charama	9707	610		
		6	N.P	Pankhajur	10201	640		
		7	N.P	Antagarh	6777	425		
		8	N.P	Narharpur	4509	280		
<b>Total</b>					<b>66788</b>	<b>4183</b>	<b>20.00</b>	<b>0.40</b>
Cluster -3 korba	Korba	1	N.P.P	Dipka	27158	1700	22.50	0.45
		2	N.P.P	Katghora	22690	1420		
		3	N.P	Pali	5514	345		
		4	N.P	Churrikala	8239	515		
	Mungeli	5	N.P	Lormi	15156	950		
		6	N.P	Pathriya	6349	400		
	Bilaspur	7	N.P.P	Takhatpur	19968	1248		
		8	N.P.P	Ratanpur	24636	1540		
		9	N.P	Kota	18405	1150		
<b>Total</b>					<b>148115</b>	<b>9268</b>	<b>22.50</b>	<b>0.45</b>
Cluster -4 Bilaspur	Mungeli	1	N.P	Sargaon	7484	470	20.00	0.40
	Bilaspur	2	N.P.P	Tifra	30465	1900		
		3	N.P	Bodri	17481	1100		
		4	N.P	Bilha	11048	690		
		5	N.P	Gaurella	18165	1135		
		6	N.P	Malhar	8505	530		
		7	N.P	Sirgitti	18428	1150		
		8	N.P	Sakri	12861	800		
<b>Total</b>					<b>124437</b>	<b>7775</b>	<b>20.00</b>	<b>0.40</b>
Cluster -5 Gharghoda	Raigarh	1	N.P.P	Kharsiiya	18939	1180	22.50	0.45
		2	N.P.P	Sarangarh	14954	935		
		3	N.P	Dharamjaigarh	14354	900		
		4	N.P	Gharghoda	9455	590		
		5	N.P	Lailunga	8208	513		
		6	N.P	Sariya	6927	430		
		7	N.P	Baramakela	5600	350		
		8	N.P	Kirodimalnagar	13102	820		
		9	N.P	Pussore	4744	300		
<b>Total</b>					<b>96283</b>	<b>6018</b>	<b>22.50</b>	<b>0.45</b>
Cluster -6 Janjgir	Janjgir	1	N.P.P	Sakti	21955	1375	32.50	0.65
		2	N.P.P	Akaltara	22712	1420		
		3	N.P	Nayabardwar	8793	550		
		4	N.P	Baloda	13630	850		
		5	N.P	Kharod	10193	635		
		6	N.P	Shivrinayaran	9707	610		
		7	N.P	Adbhhar	7272	450		
		8	N.P	Jaijaipur	7946	500		
		9	N.P	Dabhra	7854	490		
		10	N.P	Cahdrapur	7688	480		
		11	N.P	Saragaon	7216	450		
		12	N.P	Sarangarh	8118	510		
		13	N.P	Rahoud	6160	385		
<b>Total</b>					<b>139244</b>	<b>8705</b>	<b>32.50</b>	<b>0.65</b>

Cluster -7 Dhamtari	Raipur	1	N.P	Abhanpur	14432	900	25.00	0.50
	Dhamtari	2	N.P	Kurud	13783	860		
		3	N.P	Magarlod	6280	390		
		4	N.P	Nagri	13308	830		
		5	N.P	Bhakahara	7547	470		
		6	N.P	Amdi	6600	410		
	Gariyaband	7	N.P.P	Gariyabandh	10517	660		
		8	N.P	Rajim	14090	880		
		9	N.P	Churra	6095	380		
		10	N.P	Fingerhswar	9752	610		
<b>Total</b>					<b>102404</b>	<b>6390</b>	<b>25.00</b>	<b>0.50</b>
Cluster -8 Balodabazar	Balodabazar	1	N.P	Kasdol	14071	880	17.50	0.35
		2	N.P	Palari	8567	535		
		3	N.P	Bhatgaon	10371	650		
		4	N.P	Lavan	8984	560		
		5	N.P	Tundra	8211	515		
		6	N.P	Bilaigarh	5544	350		
	Raipur	7	N.P	Kharora	9236	580		
<b>Total</b>					<b>64984</b>	<b>4070</b>	<b>17.50</b>	<b>0.35</b>
Cluster -9 Mahasamund	Mahasamund	1	N.P.P	Saraipali	20043	1255	20.00	0.40
		2	N.P	Pithiora	8428	530		
		3	N.P	Basna	10345	650		
		4	N.P	Tumgaon	7394	465		
	Raipur	5	N.P.P	Arang	19091	1195		
		6	N.P	Kurra	8857	555		
		7	N.P.P	Tildaneora	36682	2290		
	Balodabazar	8	N.P	Simga	16027	1000		
<b>Total</b>					<b>126867</b>	<b>7940</b>	<b>20.00</b>	<b>0.40</b>
Cluster -10 Balrampur	Balrampur	1	N.P.P	Balrampur	4456	280	27.50	0.55
		2	N.P	Ramanjuganj	11893	745		
		3	N.P	Kusmi	7448	465		
		4	N.P	Rajpur	4838	300		
		5	N.P	Wadraffnagar	6048	378		
	Jashpur	6	N.P	Pathalgaon	16613	1040		
		7	N.P	Kotba	6805	425		
		8	N.P	Bagicha	10427	650		
		9	N.P	Kunkuri	13846	865		
	Sarguja	10	N.P	Sitapur	9361	585		
		11	N.P	Lakhanpur	6270	390		
<b>Total</b>					<b>98005</b>	<b>6123</b>	<b>27.50</b>	<b>0.55</b>
Cluster -11 Surajpur	Koriya	1	N.P.P	Shivpurcharcha	23514	1470	25.00	0.50
		2	N.P	Jhagraskahnd	7680	480		
		3	N.P	Kongapani	17400	1090		
		4	N.P	Nai Laideri	5334	335		
	Surajpur	5	N.P.P	Surajpur	20189	1260		
		6	N.P	Vishrampur	11367	710		
		7	N.P	Pratappur	5635	355		
		8	N.P	Jarhi	7228	455		
		9	N.P	Bhatgaon	11204	700		
		10	N.P	Premnagar	4954	310		
<b>Total</b>					<b>114505</b>	<b>7165</b>	<b>25.00</b>	<b>0.50</b>

Cluster -12 Durg	Balodabazar	1	N.P.P	Dalli Rajhara	44363	2775	30.00	0.60
		2	N.P	Dondi	8042	500		
		3	N.P	Dondi lohara	6045	380		
		4	N.P	Chiklaksa	6160	385		
		5	N.P	Gurur	3775	235		
		6	N.P	Arjunda	4851	305		
		7	N.P	Gundardehi	8614	540		
	Durg	8	N.P.P	Jamul	25878	1620		
		9	N.P.P	Kumhari	35044	2190		
		10	N.P	Dhamdha	9961	625		
		11	N.P	Patan	10133	635		
		12	N.P	Utai	8752	550		
<b>Total</b>					<b>171618</b>	<b>10740</b>	<b>30.00</b>	<b>0.60</b>
Cluster -13 Bemetara	Bemetara	1	N.P.P	Bemetara	28536	1790	25.00	0.50
		2	N.P	Nawagarh	10541	660		
		3	N.P	Saja	5257	330		
		4	N.P	Berla	5165	325		
		5	N.P	Maro	6596	415		
		6	N.P	Thankhamriya	8373	525		
		7	N.P	Devkar	6358	400		
		8	N.P	Parpodi	3741	235		
	kabirdham	9	N.P	Pandriya	16165	1010		
		10	N.P	Bodla	5689	355		
<b>Total</b>					<b>96421</b>	<b>6045</b>	<b>25.00</b>	<b>0.50</b>
Cluster -14 Rajnandgaon	kabirdham	1	N.P	Pandatarai	7008	440	25.00	0.50
		2	N.P	Pipriya	4859	300		
		3	N.P	Sahaspur Lohara	7017	440		
	Rajnandgaon	4	N.P.P	Dongargarh	37372	2335		
		5	N.P.P	Khairagarh	22564	1410		
		6	N.P	Gandai	13278	830		
		7	N.P	Chuuikhadan	7093	445		
		8	N.P	Ambagarh Chowki	9889	620		
		9	N.P	Dongargaon	14693	920		
		10	N.P	Churiya	4509	280		
<b>Total</b>					<b>128282</b>	<b>8020</b>	<b>25.00</b>	<b>0.50</b>

## Section 3: Schedule of tender/RFP and instructions to bidder

### 3.1 Request for Proposal

Request for Proposal (RFP) for “Selection of Agency for preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan(AIP) for 132 ULB’s in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All”. SUDA intends to select the Bidder for each cluster through a closed bid process in accordance with the procedure set out herein.

### 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 **INR 5,000.00/- (INR Five Thousand only)** in the form of a demand draft in favour of Chief Executive Officer, SUDA, Naya Raipur Chhattisgarh and payable at Raipur (Chhattisgarh) along with bid documents.

### 3.4 Documents Constituting the Bid

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

- a) Envelope A: RFP document fees/Payment Receipt (in case it is obtained from the office) and EMD
- b) Envelope B: Technical Bid
- b) Envelope C: Financial Bid

### 3.5 Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the pre-qualification, an EMD as mentioned in NIT.
- 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, Naya Raipur Chhattisgarh,” Payable at Raipur”.
- c) Refund of EMD: The EMD of unsuccessful bidder shall be refunded without interest on request by the bidder after final award of work.
- d) EMD to be submitted in the separate envelope.

e) EMD of the selected bidder will be returned after successful completion of the entire project.

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

- a) If the Bidder withdraws its Bid during the interval between the opening of proposal and expiration of the Bid Validity Period;
- b) If the Selected Bidder fails to provide acceptance of LOA within stipulated time;
- c) If the Selected Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided under the contract and/or LOA 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
- f) The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information.

### **3.6 Validity of the Bid**

The Bid shall be valid for a period of not less than 120 days from the Bid Due Date (the “BDD”).

### **3.7 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 least cost to SUDA.

### **3.8 Payment to Selected Bidder**

All payments to the Selected Bidder shall be made in INR in accordance with the provisions of this RFP. The Selected Bidder may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Selected Bidder. The payment schedule is mentioned in clause 6.5 section 6.

**The fee shall be quoted in “Percentage of Project Cost per DU” only.**

### **3.9 Duration of the Project**

Duration of the Project is till 29th March, 2018.

### 3.10 Pre-Proposal visit

Prospective Bidders may visit the office of the SUDA to get general information/additional data at any time (office hours only) prior to Bid Due Date. For this purpose, they will provide at least two days" notice to the nodal officer specified in Clause 3.11.

### 3.11 Communications

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

Chief Executive Officer,  
SUDA,  
IndravatiBhavan  
Naya Raipur Chhattisgarh-492002  
Phone No. 0771-2510975  
Email ID: osd.suda1@gmail.com

- II. The Official Website of the SUDA is: <http://uad.cg.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. \_\_\_\_\_ "Request for Proposal (RFP) for "Selection of Agency for preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan(AIP) for 132 ULB's in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All"

### 3.12 Conditions of Eligibility of Applicants

- 3.12.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
  - 3.12.1.1 To be eligible for evaluation of its Proposal, the Agency shall fulfil the following:
    - 3.12.1.1.1 A legal entity, reputed central/state government owned institutes or private institutes/ organizations/ companies/limited liability firms/ partnership firms, registered (copy of incorporation/registration needs to be submitted) under applicable state law.
    - 3.12.1.1.2 Financial Capacity: Average annual turnover of 25 Lakh (During Last 03 years).
    - 3.12.1.1.3 The Firm/Agency should have experience in similar type of housing projects
    - 3.12.1.1.4 Should have registered PAN and TIN numbers of India.
    - 3.12.1.1.5 Agency should not have incurred any loss for the last 3 years.
  - 3.12.1.2 The Agency shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues. In the event that the Agency does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Agency.

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

#### 3.13.3 Technical Bid

3.13.3.1 Applicants shall submit the technical bid in the formats at Appendix-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:-
  - (a)The Technical Bid is received in the form specified at Appendix-I;
  - (b) It is received by the BDD including any extension as notified by SUDA through Corrigendum;
  - (c) It is signed and sealed.
  - (d)It contains all the information (complete in all respects) as requested in the RFP; and
  - (f) It does not contain any condition;



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

**3.13.3.4 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 Appendix-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. \_\_\_\_\_ "RFP for "Selection of Agency for preparation of Housing For All Plan of Action(HFAPoA) and Annual Implementation Plan(AIP) for 132 ULB's in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All"). 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 three separate sealed envelopes; one clearly marked "EMD & RFP Fee", second marked "Technical Bid" and the third clearly marked "Financial Bid".

3.13.5.4 The completed Bid 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 before 03:00 PM on the BDD specified at Quick Information Data Sheet at the address provided in Clause 3.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

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 have to physically collect the documents from the SUDA office, SUDA will in no manner be responsible for the damage/loss of documents.

### 3.14 Security Deposit

A Security Deposit of 10% of the total cost of the work order should be submitted in the form of Bank Guarantee which will be refunded after three months of the successful completion of all tasks as per the defined scope of work of the RFP.

### 3.15 JV/Consortium

JV is not allowed

## 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(Section 2)
2.	Bid Document Fees	5,000
Only the bidders qualifying the minimum eligibility criteria are eligible for Technical evaluation		

### 4.5 Technical Evaluation

S.N	Criteria	Score
1.	Experience of undertaking similar assignments *	<b>400</b>
	Preparation of Slum Free City Plan of Action under Rajeev Awas Yojana/USHA, for a City with minimum population 2.50 lakh/ more than one city with aggregate population of 5.00 lakh <b>Or</b> Preparation of slum profile with minimum city population 2.50 lakh including slum beneficiary survey for slum up-gradation redevelopment/ rehabilitation project & for prevention of slums. <b>Or</b> Preparation of minimum 3 approved DPR from Govt. of India under RAY/IHSDP/BSUP for cities with average minimum population 1.00 lakh for each city with average project cost more than Rs. 10 Cr. For each project, including socio-Economic survey of slum beneficiaries.	
2.	Experience of Similar Projects as described above for Chhattisgarh state.	<b>100</b>
3.	Approach, Methodology and work plan	<b>150</b>
4.	Innovative comments on Terms of Reference (ToR)	<b>50</b>
5.	Team Structure & Personnel (CVs)	<b>150</b>
6.	Team Leader	<b>150</b>
<b>Total</b>		<b>1000</b>

Only the bidders qualifying the minimum technical score (700) are further carry forward for financial evaluation. Only the bidders qualifying the minimum technical score (700) are further carry forward for financial evaluation.

## Financial Evaluation

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

Name of the cluster \_\_\_\_\_

S. No.	Description of the work	cost per PoA	Amount in words
1	HFAPoA & AIP preparation charges for all ULBs in cluster		

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

The financial Bids of only the technically qualified consultants will be opened for evaluation. The consultant with lowest financial bid (L1) will be awarded 100% score.

Financial Scores for other consultants will be evaluated using the following Formula, Financial Score (FS) = (Total Financial Quote of L1/ Total Financial Quote of the Consultant) X 100

## Overall Evaluation

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

Technical Score: 70%

Financial Score: 30%

For every Consultant the Final Total Score (S) will be calculated using the formula  $S = 0.7 \times TS + 0.3 \times FS$

The consultant with the highest value of S should be selected as the successful bidder

- A bidder can apply for any number of Clusters. Award of work to a bidder shall be limited to two cluster only.
- At first, bidder who become 'L-1' in a particular cluster shall be assigned the respective cluster.
- In case, a bidder turns out to be 'L1' in more than one cluster, the Cluster which is to be awarded shall be determined on the basis of least cost to SUDA considering the Financial Quote of 'L-1' bidder and 'L-2' Bidder (i.e. L2-L1) limited to those clusters which shall be worked out as per procedure illustrated with an example as mentioned below.
- Suppose there are 3 clusters namely cluster-1, cluster-2, cluster-3 respectively. It is also assumed that 5 bidders namely A, B, C, D, and E have applied for these clusters

Cluster	A	B	C	D	E	L2 - L1 (INR IN LAKH)	Remark
1	25	21	21	20	25	1	Bidder D is awarded cluster 2
2	49	47	46	43	45	2	
3	67	68	65	66	69	1	

- After allotting two clusters to the bidder the bid submitted by the same will be not accounted for remaining clusters.

4.5 Negotiations: - The Selected Bidder may, if necessary, be invited for negotiations.

## Section 5 General Terms of Condition

### 5.1 GENERAL CONDITIONS

- 5.1.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Contract or SUDA's right to amend, alter, change, supplement or clarify the scope of Project, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the SUDA.
- 5.1.2 SUDA shall receive Bid(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the SUDA pursuant to this RFP, as modified, altered, amended and clarified from time to time by the SUDA (collectively the "Bidding Documents"), and the bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the bid (the "Bid Due Date").

### 5.2 Due Diligence by Applicants

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

### 5.3 Scope of Work/Term of Reference

As mentioned in section 7.

### 5.4 Authority of the CEO, SUDA

For all purposes of the contract including arbitration proceeding there under the CEO, SUDA shall be entitled to exercise all the rights and powers of the Client.

## 5.5 Responsibility of the bidder for executing the contract

The bidder shall perform the contract in all respects in accordance with the terms and conditions thereof. The details of works mentioned in ToR and every constituent part thereof shall remain in every respect at the risk of the bidder until their actual delivery to the client at the stipulated place or destination or, where so provided in the contract agreement.

## 5.6 Pre-Bid meeting

5.6.1 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 endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.6.2 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.

The subject of the email shall mention the following: ““Selection of Agency for preparation of Housing For All Plan of Action(HFAPoA) and Annual Implementation Plan(AIP) for 132 ULB’s in fourteen clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All”

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	Query/Suggestions

## 5.7 Subletting and assignment

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

## 5.8 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 forfeit the Bank Guarantee.

## **5.9 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

## **5.10 Number of Bids**

No bidder or their Associate shall submit more than one bid in a cluster. 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 may be.

## **5.11 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.

## **5.12 Right to accept and to reject any or all Bids**

- 5.12.1 Notwithstanding anything contained in this RFP, the SUDA reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 5.12.2 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 there under.
- 5.12.3 Any misrepresentation or furnishing an improper response shall lead to disqualification of the Bidder.
- 5.12.4 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

## **5.13 Confidentiality**

- 5.13.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidder(s) shall not be disclosed to any person not officially concerned with the process. The SUDA will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. The SUDA will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.



## **5.14 Clarifications**

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

## **5.15 Proprietary Data**

5.15.1 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.

## **5.17 Modification of Agreement**

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

## **5.18 LAWS GOVERNING THE CONTRACT**

5.18.1 This contract shall be governed by the laws of India for the time being in force.

5.18.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which LOA has been issued.

5.18.3 Jurisdiction of Courts – The courts of the place from where the LOA has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

## **5.19 INDEMNITY**

5.19.1 The bidder shall at all-time indemnify the client against all claims which may be made in respect of the deliverables of this assignment.

## **5.20 CORRUPT PRACTICES**

- 5.20.1 The bidder shall not offer or give or agree to give to any person in the employment of the client or working under the orders of the Authority any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with SUDA or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with SUDA or Government. Any breach of the aforesaid condition by the Bidder, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the bidder) under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of corruption by Public Servants shall entitle the CEO, SUDA to cancel the contract and all or any other contracts with the bidder and to recover from the bidder the amount of any loss arising from such cancellation through the EMD.
- 5.20.2 Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the Client from the bidder, shall be decided by the sole arbitrator, CEO, SUDA whose decision thereon shall be final and binding on the bidder.

## **5.21 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:–

- 5.21.1 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
- 5.21.2 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.

## **5.22 Conflict of Interest**

- 5.22.1 The bidder is required to provide professional, objective, and impartial advice, at all times holding the SUDA's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

5.22.2 The bidder has an obligation to disclose to the SUDA any situation of actual or potential conflict that impacts its capacity to serve the best interest of SUDA. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract and/or sanctions by the Bank. Without limitation on the generality of the foregoing, the bidder shall not be hired under the circumstances set forth below:

5.22.2.1 Conflicting activities:-

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the SUDA to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

5.22.2.2 Conflicting assignments

(ii) Conflict among consulting assignments: a bidder (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

5.22.2.3 Conflicting relationships

(iii) Relationship with the Client's staff: a bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

## 5.23 Arbitration

5.23.1 In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of CEO, SUDA or his nominee. There will be no objection that the arbitrator is a Government Servant/ Employee of undertaking that he had to deal with the matters to which the contract related or that in the course of his duties as a Government servant/Employee of Undertaking he had express views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

5.23.2 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court

for any reason, shall be lawful for the Authority to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

5.23.3 It is further a term of this contract that no person other than the person appointed by the Authority as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

5.23.4 The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.

5.23.5 Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

5.23.6 Subject as aforesaid, the Arbitration & Reconciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

5.23.7 The venue of arbitration shall be the place from which formal LOA is issued or such other place as the Authority at his discretion may determine.

## **5.24 Force Majeure**

### **5.24.1 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.

### **5.24.2 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.

### **5.24.3 Measures to be taken**

5.24.3.1 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.

5.24.3.2 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.

5.24.3.3 The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 5.24.4 Extension of Time

5.24.4.1 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.

#### 5.24.5 Payments

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

#### 5.24.6 Consultation

5.24.6.1 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.

### **5.25 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.

### **5.26 Termination of Agreement**

#### **5.26.1 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, 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 5.25 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;

- 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.

#### 5.26.2 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, 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 RFP 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.

#### 5.26.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 5.26.1 or 5.26.2 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.

#### 5.26.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 5.26.1 or 5.26.2 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 RFP hereof for Services satisfactorily performed prior to the date of termination;
- b. reimbursable expenditures pursuant to RFP hereof for expenditures actually incurred prior to the date of termination; and

#### 5.26.4 Disputes about event of termination

If either Party disputes whether an event specified in Clause 5.26.1 or 5.26.2 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 as mentioned in RFO hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## Section 6 Special Terms and condition

### 6.1. Penalty Clause

The penalties implied on the selected bidder on non-fulfilment of the Service Level Timelines of the RFP are as follows: -

- I. Delay in Mobilization : 1% Per week for 1<sup>st</sup> two weeks and 1.5% from 3<sup>rd</sup> week onwards
- II. Delay in Submission of Inception report/Conceptual Document on HFAPoA:- 1% Per week for 1<sup>st</sup> two weeks and 1.5% from 3<sup>rd</sup> week onwards
- III. Delay in Submission of Draft Housing for All Plan of Action (HFAPoA) Report & AIP:- 1% Per week for 1<sup>st</sup> two weeks and 1.5% from 3<sup>rd</sup> week onwards.
- IV. Delay in Submission of Revised Housing for All Plan of Action (HFAPoA) & Annual implementation plan up to 2022.- 1% Per week for 1<sup>st</sup> two weeks and 1.5% from 3<sup>rd</sup> week onwards.

All the penalties are capped to maximum 10% of the contract value, after which the contract is liable to be terminated on the sole discretion of SUDA.

#### 6.1.1.

All the penalties are capped to maximum 10% of the contract value, after which the contract is liable to be terminated on the sole discretion of SUDA.

### 6.2. Service Level Timeline

Milestone	Duration
Submission of Inception report/Conceptual Document on HFAPoA & AIP	5 Days from the date Mobilization Fund
Completing Demand Assesment survey and MIS entry	10days from the Date of work Order.
Submission of Draft Housing for All Plan of Action (HFAPoA) Report & AIP	5 days after from the date of Completion of DAS and MIS entry
Submission of Revised Housing for All Plan of Action (HFAPoA) & Annual implementation plan up to 2022.	10 days after approval draft from ULB



### 6.3. RESPONSIBILITY FOR COMPLETENESS

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

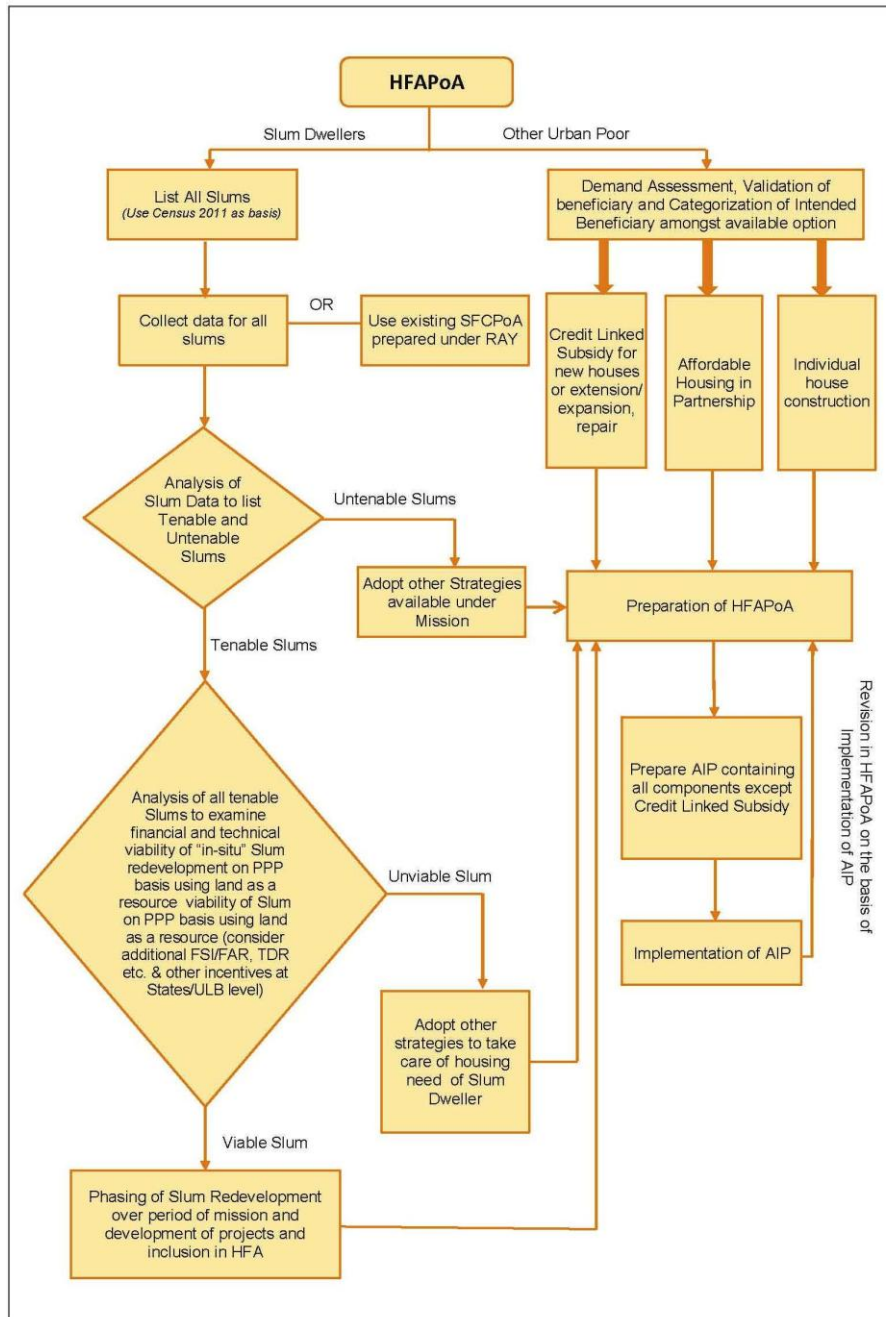
### 6.5 Payment Schedule

Sl. No.	Milestone linked payment	Percent	Amount	Estimated days required for work completion
2	Submission of Inception report/Conceptual Document on HFAPoA & AIP	10%		5 Days
3	Completing Demand Assesment survey and MIS entry	35%		15 Days
4	Submission of Draft Housing for All Plan of Action (HFAPoA) Report & AIP	30%		10 Days
5	Submission of Revised Housing for All Plan of Action (HFAPoA) & Annual implementation plan up to 2022.	25%		
<b>TOTAL</b>		<b>100%</b>		

## Section 7 : Terms of Reference

### Scope of Work

The Consultant will carry out the following assignment for 132 cities including their planning area based on guideline of PMAY–HFA mission of Gol, MoHUPA, and any changes or revision in guideline thereof. The flowchart for preparation of HFAPoA is given below



### Preparation of Housing for All Plan of Action (HFAPoA) and Annual Implementation Plan (AIP).

Study of Documents, Maps and Reports related to the Housing and Urban Poverty including Slum Free City Plan of Action and DPR's under RAY (Rajiv Awas Yojana), BSUP, IHSDP, City Development Plans, Detailed Project Report for the Housing and Urban Poverty which have been prepared, proposed, under implementation projects and implemented projects.

## Part A

- I. Cities where demand assessment survey is incomplete/ not available consultant have to make demand assessment survey of Slum area and Non-Slum area as per actual no. of HH. For that use formats given in guideline of PMAY -HFA i.e. Annexure 4A & 4B. (Collect the revised formats 4A & 4B from SUDA office)
- II. Before demand assessment required IEC activities for HFAPoA document formulation.
- III. MIS entry of Demand Assessment Survey data.

**\*\*\*Note: The demand assessment survey & MIS entry of the same will be paid @Rs.50/- per Beneficiary for Korba, Bilaspur, Gharghoda, Janjgir, Dhamtari, Balodabazar, Mahasamund, Durg, Bemetera and Rajanandgaon clusters, and Rs85/- per beneficiary for Dantewada, Kanker, Balrampur and surajpur Clusters\*\*\***

## Part B

- 1 Collection of data of demand assessment of survey for Slum area and non slum area done by ULB's and compilation and analysis for this data.
- 2 Validation of beneficiaries as per the conditions prescribed in the guideline, and categorization of intended beneficiaries amongst the four verticals of PMAY-HFA, also give provisional study of population projection and migration statistic data till 2022, for selected cities of Chhattisgarh state under PMAY-HFA.
- 3 Required IEC activities, community mobilization and public consultation/participation for HFAPoA preparation.
- 4 Analysis of resources like Land etc, with their availability, ownership details and land values.
- 5 Analysis of incentives for Developer, builder, through additional FAR/FSI and TDR.
- 6 Preparation of (HFAPoA) Housing for All Plan of Action for selected cities under PMAY. On the basis of data from demand assessment, and cities where SFCPoA and USHA scheme data is available.
- 7 Carrying out Analysis for assigning strategies from among the each vertical and for determining implementation model for each vertical of PMAY.
- 8 Carry out economic analysis, financial analysis, examine legal aspects & framework and recommend suitable implementation strategy including Road Map for HFAPoA implementation.
- 9 The Consultants shall carry out review of Tenability Analysis carried out under SFCPoA and revise the list of Tenable and Un-tenable Slums.
  - 1.1 Location, no of eligible slum dwellers, area of slum land
  - 1.2 Market Potential of Land (Land Value)
  - 1.3 FAR/FSI available and proposed FAR/FSI
  - 1.4 Density against norms

- 10 Revision of GIS base-map of city wherever available under RAY/USHA scheme as per demand assessment and preparation of GIS base map for remaining cities as per further directions.
- 11 Based on the above mentioned analysis/data, consultant shall determine financial and technical viability of “in-situ” Slum redevelopment on PPP basis using land as a resource for all the Tenable Slums.
- 12 Consultant shall analyze Non-Viable slums and Un-tenable slums if they can be implemented under any other Slum Rehabilitation Strategy and program Verticals of PMAY.
- 13 Consultants shall assign each slum (Tenable and Un-tenable) with implementation strategy among various program verticals identified in the Pradhan Mantri Awas Yojana Scheme Guidelines
- 14 Consultant shall also identify Affordable Housing Project Requirements to be implemented under Pradhan Mantri Awas Yojana Scheme Guidelines
- 15 Consultant shall make analysis for implementing strategies for all four verticals with broad estimation for fund requirement for various program Verticals of PMAY.
- 16 Analysis of availability of basic civic infrastructure (water, sanitation, sewerage, road, electricity) and Social infrastructure. For Slum area and other proposed housing projects for various verticals.
- 17 Consultant after ascertaining PPP Potential of the slum/housing project, Central Govt grants for program vertical, Grants from state government, beneficiaries contribution expected, carry out phasing and implementation plan for the Mission Period (2015-2022).
- 18 Consultant shall compile all the analysis, recommendations, strategies, proposals, costing, prioritization and phasing and submit Draft Housing for All Plan of Action (HFAPoA) Report.
- 19 The Consultants shall in co-ordination with SUDA and ULB to incorporate comments and suggestions from the stakeholders and revise the Draft HFAPoA Report and submit the same.
- 20 The Revised Draft HFAPoA Report will be sent to State Government for approval under Pradhan Mantri Awas Yojana.
- 21 During the appraisal and approval process of the HFAPoA consultant shall assist SUDA in various presentations and meeting at both State and Central Government Departments.
- 22 Based on the Housing for All plan of Action (HFAPoA), Consultant shall prepare Comprehensive Development Brief and Requirements for the Project
- 23 Analysis of quality control and monitoring methodology for all verticals.
- 24 Preparation of Annual Implementation Plan (AIP) up to 2022 as prescribed in the PMAY guideline.

## **ANNEXURE 1 (Technical BID)**

# Form 1: Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

**Chief Executive Officer,  
SUDA,  
Indravati Bhavan  
Naya Raipur Chhattisgarh  
Phone No. 0771-2237-939  
Email ID: suda.mission@gmail.com**

**Subject: "Selection of Agency for preparation of Housing For All Plan of Action(HFAPoA) and Annual Implementation Plan(AIP) for \_\_\_\_\_ clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All"**

Dear Sir,

- 1) With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our bid for "Selection of Agency for preparation of Housing For All Plan of Action(HFA PoA) and Annual Implementation Plan(AIP) for \_\_\_\_\_ clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All" This bid is unconditional.
- 2) I/We hereby offer to supply all the services detailed in the RFP here and agree to hold this offer open till \_\_\_\_\_.
- 3) I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
- 4) I/We have understood the General Conditions of Contract contained in the RFP and Instructions to Bidders contained in RFP.
- 5) I/We have thoroughly examined Terms of Reference WORK quoted in Section 7 of the RFP and I/ we are fully aware of the nature of services required. My/Our offer is strictly in accordance with the requirements of the RFP.
- 6) I/We acknowledge that the SUDA will be relying on the information provided in the Bid and the documents accompanying the bid and we certify that all information provided in the Bid is true and correct. Nothing has been omitted, which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 7) I/We acknowledge the right of the SUDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 8) I/We declare that I/We have no reservations to the RFP Documents, including any Addendum issued by the SUDA

- 9) I/We understand that SUDA may cancel the bid process at any time and that SUDA is neither bound to accept any Bid that it may receive nor to select the bidder, without incurring any liability to the applicants in accordance with the RFP document.
- 10) I/We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the SUDA [and /or the Government of India] in connection with the selection of the bidder or in connection with the selection process itself in respect of the above mentioned Project.
- 11) I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our Bid is not opened or rejected.
- 12) The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall constitute the Application which shall be binding on us.
- 13) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, full name and designation of the authorized signatory)  
(Address of the bidder)

## Form 2: Eligibility Document

Eligibility Criteria		
Sr. No	Particulars	Requirement
1.	Bid Security	As per section 3 clause 3.14.1
2.	Legal firm	As per Section 3 Clause 3.12
3.	Financial capacity/turnover	As per Section 3 Clause 3.12
4.	PAN number and TIN number	As per Section 3 Clause 3.12
5.	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 proof 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 TIN number proofs (to be placed/attached here in the form of pan card copy and TIN number copy.)

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

Proof 5:- Experience Certificates

Proof 7:- CV's of team



## Form 3: Approach and Methodology

## Form 4: Summary of Information

S. No.	Particular		Detail
1	Company detail	Full legal name of bidder company	
		Country of registration	
		Registered office address	
		Type of registration	
		Telephone number	
		Fax number	
		e-mail address	
		Company registration number	
		Company PAN	
		Company service tax number	
2	Contact person detail	Name	
		Mobile number	
		Designation	
		e-mail id	
3	Power of attorney for signing of tender and contact details	Name	
		Title	
		Telephone number	
		Fax number	
		e-mail id	
		Address	
4	RFP Document Fees	Demand draft number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	
5	EMD Details	Fixed Deposit Number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	

## Form 5: Team Structure

## ANNEXURE 2 (Financial BID)

## Form-1: Financial covering letter

(Covering Letter)

(On Bidder's letter head)

To, Chief Executive Officer,

SUDA,

IndravatiBhavan

Naya Raipur Chhattisgarh

Sub: RFP for "Selection of Agency for preparation of Housing For All Plan of Action(HFA PoA) and Annual Implementation Plan(AIP) for \_\_\_\_\_ clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All"

Dear Sir,

I/We, ..... (Bidder's name) herewith enclose the Financial Bid for "Selection of Agency for preparation of Housing For All Plan of Action(HFA PoA) and Annual Implementation Plan(AIP) for \_\_\_\_\_ clusters of Chhattisgarh state under Pradhan Mantri Awas Yojana – Housing for All".

I/We agree that this offer shall remain valid for a period of 120days 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

### FINANCIAL BID

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

(To be submitted on letter head of bidder)

S. No.	Description of the work	cost per PoA	Amount in words
1	HFA PoA preparation charges		

- Write amount in Words also

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

1. The above mentioned price would be inclusive of all taxes (whichever is applicable). No payment will be done above the quoted price

All payments shall be made in INR.

# Standard Contract Agreement

## Section 1: Form of Contract

**CONTRACT FOR:** *[Providing Consultancy services for preparing PoA]*  
**CONTRACT NUMBER:** *[.....]*  
**THIS CONTRACT is made BETWEEN:** *[State Urban Development Agency, Naya Raipur]*  
(hereinafter referred to as 'the Client')  
**AND:** *[name of Consultant]* (hereinafter referred to as 'the Consultant') *[Please insert the name of the Consultant's representative and communication address of the Consultant]*

### WHEREAS:

- A. State Urban Development Agency, Chhattisgarh on behalf of the director, State Urban Development Agency, Chhattisgarh ('**the Client**') requires the Consultant to provide the services as defined in Section 4 – ToR ('**the Services**'); and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

### IT IS HEREBY AGREED as follows:

#### 1. Documents

This Contract comprises the following documents: Section 1: Form of Contract  
Section 2: General Conditions  
Section 3: Special Conditions  
Section 4: Terms of Reference  
Section 5: Schedule of Payment  
Section 6: Performance Guarantee  
Annexes: Detailed at Special Conditions of Contract, **Clause 2**.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

#### 2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within **30 days** of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

#### 3. Commencement and Duration of the Services

The Consultant shall start the Services on **signing of agreement** and shall complete them unless this Contract is terminated earlier in accordance with its terms and conditions.

#### 4. Fees

5. Payments under this Contract shall be *[insert Total Amount in numbers and words]* inclusive of all applicable government taxes – national and state, as applicable and exclusive of prevailing Service Tax as applicable, which will be paid extra ('**the Consultancy Fees**').

#### 6. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Consultant of its obligations under this Contract.

Consultants shall be required to provide services for TPQM during entire mission period (2015-2022)

For and on behalf of Client

Signature:

Name:

Date:

For and on behalf of Consultant

Signature:

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address: