

**Request for Proposal (RFP) for Preparation of Detailed Project Report (DPR) and providing PMC services for Projects under Beneficiary Led Construction in 30 ULBs in Uttar Pradesh**

**STATE URBAN DEVELOPMENT AGENCY (SUDA)**

**Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001**

**Phone: 0522-2286709 Fax – 0522-2286711**

**Website: <http://www.sudaup.org>**

**1. Tender No. 2046/03/29/HFA/2017-18**

**Date: 29 August, 2017**

2. Director, SUDA invites technical and financial proposals from eligible Consultancy Firms / Agencies/ Companies for Preparation of Detailed Project Report (DPR) and providing PMC services for Projects under Beneficiary Led Construction in 30 ULBs in Uttar Pradesh. Aforesaid 30 ULBs are in Azamgarh cluster details of which is mentioned in Annexure - 2 to the RFP.
3. Consultancy Firms / Agencies / Companies will not be awarded more than 04 clusters including previous sanctioned clusters.
4. Eligibility Criteria
  - I. Consultancy Firms / Agencies / Companies should have been in operation in India for at least 3 years after its registration / incorporation;
  - II. Average annual turnover of the Consultancy Firms / Agencies / Companies for the last three financial years should be at least Rs. 5.00 Crore.
  - III. The Consultancy Firms / Agencies / Companies having experience of executing at least 2 similar assignments such as preparation of DPRs for Mass Housing Projects and 1 assignment such as providing of PMC / PMU services for projects under BSUP/IHSDP/RAY/HFA/NULM and other Govt. Mass Housing Project.
  - IV. The bidder should not have been blacklisted by the Central / State Government in India, or any entity controlled by them, from participating in any project at current date.
5. Association Arrangements, Subcontracting and Joint Ventures with other Consultancy Firms / Agencies / Companies are not permitted for this assignment.
6. Interested Consultancy Firms / Agencies / Companies may download the complete Request for Proposal (RFP) document, from tender section on the website [www.sudaup.org](http://www.sudaup.org) from dt. 30/08/2017 onwards.
7. Interested Consultancy Firms / Agencies / Companies may submit their proposals along with a non-refundable Demand Draft of Rs. 5,000/- (Rupees Five thousand) only per cluster drawn in favour of Director, SUDA, payable at Lucknow, towards the cost of RFP document. No liability will be accepted for downloading the incomplete document. Separate bids should be submitted for each cluster.
8. Interested Consultancy Firms / Agencies / Companies shall submit their proposals along with Earnest Money Deposit (EMD) in the form of DD / BG / FDR amounting refundable Rs. 20,00,000 (Rupees Twenty Lakh only) per cluster which is as per the para-9.2 of chapter-9 of procurement manual.
9. Performance security will be 5% of the work order value of the Consultancy Firms / Agencies / Companies as per the agreement.
10. Pre Bid meet will be held on **04.09.2017** from **12.00 am** onwards.
11. Sealed Completed Proposals will be received at the address mentioned below on **13.09.2017 upto 15:00 hours** and only Technical Proposals of bids shall be opened on the same day at 15:30 hours at following address:

Director,  
State Urban Development Agency (SUDA)  
Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001.  
Tel: 0522-2286709 & Fax: 0522-2286711, Email-hfaup1@gmail.com
12. Proposals received without cost of RFP document and Earnest Money Deposit (EMD) will be rejected.
13. Director, SUDA reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicants of the grounds. The proposals will be evaluated based on the information provided by the applicants and the evaluation criteria detailed in RFP document.
14. Corrigendum if any will be published on website [www.sudaup.org](http://www.sudaup.org).

**Director, SUDA / Mission Director, HFA**

## Letter of Invitation

No. 2046/03/29/HFA/2017-18

Date: 29 August, 2017

From:

Director,

State Urban Development Agency (SUDA)

Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001

Tel: 0522-2286709 & Fax: 0522-2286711 email-hfaup1@gmail.com

To:

**All Prospective Bidders**

Attention: Mr/Ms.

Director, SUDA invites proposals to provide the following consulting services: **“Preparation of Detailed Project Report (DPR) and providing PMC services for Projects under Beneficiary Led Construction in 30 ULBs in Uttar Pradesh”**

### **Brief Description about the Proposed Project**

The Housing for All (HFA) Mission seeks to address the housing requirement of urban poor including slum dwellers and non slum dwellers of Economic Weaker Section (EWS) of Annual income up to Rs. 3,00,000 and Lower Income Group (LIG) of Annual Income from Rs. 3,00,001 to Rs. 6,00,000 through following programme verticals by 2022:

- Slum rehabilitation of Slum Dwellers with participation of Private developers using land as a resource
- Promotion of Affordable Housing for weaker section through credit linked subsidy
- Affordable Housing in Partnership with Public & Private Sectors
- Subsidy for Beneficiary – Led individual house construction

Refer the guidelines prescribed by Ministry of Urban Development and Poverty Alleviation, Govt. of India available in website ([www.mhupa.gov.in](http://www.mhupa.gov.in)).

The Background Information and Scope of Work are provided in Section 5 – Scope of Work of the Request for Proposal (RFP);

This RFP is available to all eligible prospective consulting firms who meet the qualifying criteria detailed in the Notice inviting Request for proposal.

Consultants will be selected under **Quality cum Cost Based Selection Method** and Procedures described in this RFP.

The RFP includes the following documents along with Letter of Invitation:

Section1 –Instructions to Bidders

Section2 –Data Sheet to Instruction to Bidders

Section3 –Technical Forms

Section4 –Financial Proposal

Section5 –ToR / Scope of Work

Section6 Part I – Form of Contract

Part II – General Condition of Contract

All prospective Bidders are advised to go through the RFP Document, visit the towns and communicate their queries, if any, in writing through email to [hfaup1@gmail.com](mailto:hfaup1@gmail.com) not later than pre bid meeting date.

Bidders are requested to submit following documents along with their proposals:

- I. Document Fee (Non-Refundable) Rs. 5000 (Rupees Five Thousand Only)
- II. Earnest Money Deposit (EMD) in the form of DD / BG / FDR amounting refundable Rs. 20,00,000 (Rupees Twenty Lakh only) per cluster which is as per the para-9.2 of chapter-9 of procurement manual. If submitting FDR the same should be pledged in the Favour of Director, SUDA;

Performance security will be 5% of the work order value of the Consultancy Firms / Agencies / Companies

- III. Copy of Certificate of Incorporation / Registration Certificate, Permanent Account Number, Service Tax registration Number.
- IV. Audited Statements of last 3 financial years / ITR copy to be enclosed
- V. Certificate / MOU from Employer regarding experience should be furnished

Director, SUDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected Consultancy Firms / Agencies / Companies on any grounds.

Yours sincerely,

**Director, SUDA / Mission Director, HFA**

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## **Section 1 INSTRUCTION TO BIDDERS**

## **Section 1- INSTRUCTION TO BIDDERS**

### **1. INTRODUCTION**

#### **General**

- 1.1** State Urban Development Agency, Lucknow, Uttar Pradesh, INDIA will select Consultancy firms / Agencies / Companies in accordance with the method of selection specified in the Data Sheet.

- 1.2 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the project site and engage in stakeholder consultations.
- 1.3 Bidder shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4 The SUDA is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- 1.5 In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

### **Conflict of Interest**

- 1.6 SUDA requires that Bidders provide professional, objective, and impartial advice and at all times hold the client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
  - i. If a Bidder combines the function of consulting with those of contracting and / or supply of equipment; or
  - ii. If a Bidder is associated with or affiliated to a contractor or manufacturer; or
  - iii. If a Bidder is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. The Bidder should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder will limit its role to that of a Bidder and disqualify itself and its associates from work, in any other capacity or any future project within the next five years that may emerge from this assignment (including bidding or any part of the future project). The contract with the Bidder selected to undertake this assignment will contain an appropriate provision to such effect.

### **Fraud and Corruption**

- 1.7 SUDA requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the SUDA:
  - i. defines, for the purposes of this provision, the terms set forth below as follows:
    - a. "Corruption Practice" public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the

position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

- b. "Fraudulent Practice" means a misrepresentation of the facts in order to influence a procurement process or the execution of a contract to the detriment of the SUDA, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the SUDA of the benefits of free and open competition).
- c. will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt practice or fraudulent practices in competing for the contract; and
- d. will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded any SUDA contract if it at any time determines that the bidder has engaged in corrupt practice or fraudulent practice in competing for, or in executing, any SUDA contract.
- e. EMD to be forfeited in case of any corrupt practice or fraudulent practice in competing for the contract.

### **Proposal Validity**

- 1.8** The data sheet indicates how long the Bidder's proposal must remain valid after the submission date. During this period, the Bidders shall maintain the availability of experts nominated in the Proposal. The SUDA will make its best effort to complete negotiations within this period. In case of need, the SUDA may request Bidders to extend the validity period of their Proposals subject to maximum of 180 days. Bidders have the right to refuse to extend the validity period of their Proposals.

### **Participation of Government Employees**

- 1.9** No in-service government employee shall be deployed by the Bidder without the prior written approval by the appropriate authority.

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

- i. The EMD of amount indicated in Data Sheet in favour of Director, SUDA payable at Lucknow shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the nationalised banks in an acceptable form. The EMD is to remain valid for a period of forty-five days beyond the final bid validity period.
- ii. The SUDA shall reject any bid not accompanied by appropriate EMD, as non-responsive.
- iii. The EMD of the successful Bidder shall be returned within two months once he has signed the agreement and furnished the required performance security.
- iv. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract to successful bidder.



- v. The EMD may be forfeited:
  - a. Bidder withdraws its bid during the period of bid validity.
  - b. If the successful Bidder fails to:
    - (i) Sign the Agreement within required time frame;
    - (ii) Furnish a performance security.

## 2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

**2.1** Bidders may request a clarification of any of the RFP documents up to pre bid date. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The SUDA responses will be uploaded on the website [www.sudaup.org](http://www.sudaup.org) and will send email of the response, including an explanation of the query but without identifying the source of inquiry, to all Bidders. Should the SUDA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

**2.2** At any time before the submission of Proposals, the SUDA may, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the SUDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

## 3. PREPARATION OF THE PROPOSAL

**3.1** Bidder's proposal will consist of three (3) components

- i. Earnest Money Deposit (EMD)
- ii. The Technical Proposal, and
- iii. The Financial Proposal

### 3.2 Earnest Money Deposit (EMD)

EMD as mentioned in clause no 1.10 above shall be placed in Envelope I. If the EMD is found proper then only technical and financial proposals will be entertained.

### 3.3 Technical Proposal

The Proposal, as well as all related correspondence exchanged by the Bidders and the SUDA, shall be in English. All reports prepared by the contracted Bidder shall also be in English.

**3.4** The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the Bidder and items given in the checklist

**Technical Checklist for responsiveness of bidder is given below:**

S.No	Item	Required Response
1	Has the consultant paid the RFP document fees	
2	Has the consultant submitted the requisite bid processing fee and bid security	
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	

4	Has the power of attorney been submitted in the name of authorized representative	
5	Has the consultant submitted all the required forms of the technical proposal (Experience certificates of Bidder, approach and methodology and Details of key professionals)	
6	Does the technical proposal contain any financial information	
7	Is financial proposal submitted separately in a sealed cover	

#### **4. FINANCIAL PROPOSAL**

- 4.1 All information provided in Bidder's financial Proposal will be treated as confidential.
- 4.2 The Financial Proposal is to be submitted in the form enclosed as Annexure - 1
- 4.3 No proposed schedule of payments should be included in Bidder's financial Proposals.
- 4.4 Bidders shall quote the rates in Indian National Rupees (INR) only.
- 4.5 The rates to be quoted shall be in the format (Annexure - 1) given in Section 4. It shall include all costs / expenses and statutory taxes excluding Service Tax.

#### **5. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 5.1 The original Proposal (Earnest Money Deposit, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person (s) who signed the Proposal.
- 5.2 An authorized representative of the Bidder shall initial all pages of the Technical Proposal and Financial Proposal duly stamped.
- 5.3 The original and all copies of the Technical Proposal to be sent to the SUDA shall be placed in sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL", the envelopes (Envelope 1 - Earnest Money Deposit, Envelope 2 - Technical Proposal and Envelope 3 - Financial Proposal) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Bidder in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical Proposal and Financial Proposal non-responsive.
- 5.4 Proposals must be delivered at the indicated SUDA submission addresses on or before the time and date stated in the Data Sheet or any new date notified by the SUDA.

#### **6. PROPOSAL EVALUATION**

##### **General**

- 6.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the SUDA on any matter related to its Technical Proposal and / or Financial Proposal. Any effort by a Bidder to influence the SUDA in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's proposal

- 6.2 The envelope 1 shall be opened first. If the EMD is not found to be in order then the proposal shall be treated as non responsive and shall not be evaluated further.

### **Evaluation of Technical Proposals**

- 6.3 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those Bidders, who meet with the prescribed eligibility criteria.
- 6.4 The committee constituted by SUDA hereinafter referred to Evaluation Committee will be responsible for evaluation and rankings of Proposals received.
- 6.5 The Evaluation committee will evaluate and rank the Technical Proposals on the basis of proposal's responsiveness to the ToR / Scope of work using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.
- 6.6 A Technical Proposal may not be considered for evaluation in any of the following cases:
- i. The Technical Proposal was submitted in the wrong format;
  - ii. The Technical Proposal included details of costs of the services; or
  - iii. The Technical Proposal reached the SUDA after the submission closing time and date specified in the Data Sheet.
- 6.7 After the technical evaluation is completed, the SUDA shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The SUDA shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidder's attendance at the opening of Financial Proposals is optional).

## **7. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

### **Public Opening of Financial Proposals**

- 7.1 At the public opening of Financial Proposals, Bidder representatives who choose to attend will sign an Attendance Sheet.
- i. The marks of each Technical Proposal that met the minimum mark of 750 will be read out aloud.
  - ii. Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
  - iii. The Evaluation Committee will open Financial Proposal of each of only qualified Technical Proposal and will read out aloud the name of the Bidder's Financial Proposal.
- 7.2 Evaluation of Financial Proposals

- I. Under QCBS, the technical proposals will be allotted weightage of 70% while the

financial proposals will be allotted weightages of 30%.

- II. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- III. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- IV. Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

**7.3** Bidder's attendance at the opening of Financial Proposals is optional.

**7.4** The Evaluation Committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Evaluation Committee or any personnel of SUDA will not be permitted to seek clarification or additional information from any Bidder, who has submitted a Financial Proposal.

**7.5** The details content of each Financial Proposal will be subsequently reviewed by the Evaluation Committee.

**7.6** The evaluated total price (ETP) for each Financial Proposal will be determined by following:

$$f = 1,000 \times F_m / F$$

Where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

**The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.**

#### **Ranking of Proposals (QCBS)**

**7.7** Following completion of evaluation of Technical Proposal and Financial Proposal, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.70 (or Seventy percent) and 0.30 (or Thirty percent) respectively to the Technical Score and Financial Score of each evaluated qualifying Technical Proposal and Financial Proposal and then computing the relevant combined total score for each Bidder.

**7.8** The Technical Score and Financial Score shall be added and the Contract will be awarded to the Bidder which scores maximum points.

### **8. Contract Negotiations and Award of Contract**

**8.1** Negotiations, if required, will be done in accordance to Uttar Pradesh Procurement Manual (Procurement of Goods) vide letter no. 5/2016/253/18-2-2016-3(SP)/2010 dated 01 April, 2016.

## **Section 2: Data Sheet to Instruction to Bidder**

## Section 2: Data Sheet to Instruction to Bidder

Paragraph Reference	
<b>1.1</b>	Name of the Client: State Urban Development Agency (SUDA)  <b>Client's Representative</b> <b>Director, State Urban Development Agency,</b> Method of selection: <b>Quality Cum Cost Based Selection (QCBS) Method (70:30)</b>
<b>1.8</b>	Proposals must remain valid for <b>180 days</b> from the submission date.

Paragraph Reference																
<b>1.10 (i)</b>	<p>EMD: Rs. <b>20,00,000 (Rupees Twenty Lakh only)</b> which is as per the para-9.2 of chapter-9 of procurement manual</p> <p>EMD Validity: 45 days beyond bid validity date  Mode: As prescribed in ITC. If submitted in the form of Bank Guarantee, the format prescribed at Appendix-III and it should be in accordance to UP GO No. A-2-3280/Ten-82-15-1(19)-69 dated 22/04/1983  Performance security will be 5% of the work order value of the Consultancy Firms / Agencies / Companies</p>															
<b>1.10 (V) ii</b>	EMD may be forfeited if the successful bidders fail to sign the Contract within 30 days of Intimation for signing of contract.															
<b>2.1</b>	<p>Pre bid meeting will be held on 04/09/2017 from 12.00 am at the following address and bidders may seek clarifications:  Director, State Urban Development Agency (SUDA)  10 Ashok Marg, Navchetna Kendra, Hazrat Ganj, Lucknow  Tel: 0522-2286709 &amp; Fax: 0522-2286711, Email-hfaup1@gmail.com</p>															
<b>5.4</b>	Last date of receiving bids: 13/09/2017, Time:15:00 hrs															
<b>6.7</b>	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria:  (a) Technical criteria that would be considered for selection of preferred bidder would be as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>S. No</th> <th>Criteria</th> <th>Score Allocated</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>1</b></td> <td>Firms General Experience in similar assignments</td> <td style="text-align: center;">400</td> </tr> <tr> <td style="text-align: center;"><b>2</b></td> <td>Proposed Approach and Methodology</td> <td style="text-align: center;">200</td> </tr> <tr> <td style="text-align: center;"><b>3</b></td> <td>Qualification and Experience of Team Leader &amp; Other Key Professional</td> <td style="text-align: center;">400</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Score</td> <td style="text-align: center;">1000</td> </tr> </tbody> </table> <p>Details attached as Appendix I  The minimum qualifying marks is 750.The financial bid of bidder getting less than 750 marks will be returned unopened.</p>	S. No	Criteria	Score Allocated	<b>1</b>	Firms General Experience in similar assignments	400	<b>2</b>	Proposed Approach and Methodology	200	<b>3</b>	Qualification and Experience of Team Leader & Other Key Professional	400	Total Score		1000
S. No	Criteria	Score Allocated														
<b>1</b>	Firms General Experience in similar assignments	400														
<b>2</b>	Proposed Approach and Methodology	200														
<b>3</b>	Qualification and Experience of Team Leader & Other Key Professional	400														
Total Score		1000														
<b>8.2</b>	Add, Negotiation of the rates will be done as per the Procurement Manual of Department of Micro, Small and Medium Enterprises, Uttar Pradesh															

### Appendix-I to Data Sheet

DETAILED MARKING	Criteria	Maximum Marks
<b>1</b>	<b>Firms Experience</b>	<b>400</b>
<b>A</b>	Firms General Experience in similar assignments	200

<b>DETAILED MARKING</b>	<b>Criteria</b>	<b>Maximum Marks</b>
(i)	The Consultancy Firm having experience of executing at least 2 similar assignments such as preparation of DPRs for Mass Housing Projects and 1 assignments such as providing of PMC / PMU services for projects under BSUP/IHSDP/RAY/HFA/NULM/ any other Govt. Mass Housing Projects.	
	For Preparation of DPR - Marks will be given @ 30 Marks / assignments up to a max of 04 assignments. For Preparation of PMC - Marks will be given @ 40 Marks / assignments up to a max of 02 assignments.	
(ii)	Consultants have experience in preparation of HFAPoA / SFCPoA / Housing DPRs under Govt. Sponsored schemes in applied cluster.  Only projects with relatively sufficient Experience of work in the cluster under HFAPoA / SFCPoA / Housing DPRs under Govt. Sponsored schemes will be considered for evaluation	200
<b>2</b>	<b>Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (ToRs)</b>	<b>200</b>
<b>A</b>	Understanding of project scope and objectives, Technical approach and methodology	<b>150</b>
<b>B</b>	Work Plan and Planning for Deliverables	<b>50</b>
<b>3</b>	<b>Qualification and Experience of Team Leader &amp; Other Key Professionals</b>	<b>400</b>
<b>A</b>	Team Leader cum Town Planning Expert	100
<b>B</b>	Architect	60
<b>C</b>	Civil Engineer	60
<b>D</b>	MIS Expert	60
<b>E</b>	One Surveyor	60
<b>F</b>	One Draftsman per 100 BLC Houses	60
<p>The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) Academic qualification and years of overall experience: 20% Maximum 100% marks of 20% shall be given for Post Graduation, 75% marks of 20% shall be for Graduation and for Diploma 50% marks of 20% shall be given.</p> <p>2) Adequacy for the Assignment (experience in the sector / similar assignments): 80% Maximum marks will be given for 10 assignments</p>		

**Qualifications & Experience of Proposed Experts:**

<b>S. No</b>	<b>Designation of Key Experts</b>	<b>Qualification</b>
1	Team Leader cum Town Planning Expert	Masters in Urban / Regional Planning / Housing with an overall experience of 10 years and at Managerial Position



<b>S. No</b>	<b>Designation of Key Experts</b>	<b>Qualification</b>
		(Project Manager / Team Leader / Project coordinator) for at-least 5 years.
2	Architect	B. Arch with 5 years experience
3	Civil Engineer	B. Tech (Civil) with 5 years experience
4	MIS Expert	B.E / B. Tech in I.T or MCA with 5 years experience
5	Surveyor	Degree/Diploma/ITI/Certificate Course in Surveyor
6	Draftsman	Diploma/ITI/Certificate Course in Draftsman

Team leader may be one for all clusters and one team of experts shall be provided for maximum two clusters

**EMD Form (Bank Guarantee)**

In consideration of the Governor of Uttar Pradesh (hereinafter called “The Government”) having agreed to exempt \_\_\_\_\_ (hereinafter called “The said Consultant”) from the

demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We \_\_\_\_\_ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

We \_\_\_\_\_ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department), Ministry of \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We \_\_\_\_\_, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing. Dated the \_\_\_\_\_ day of 2017 For \_\_\_\_\_ (indicate the name of Bank)

## **Section 3: Technical Forms**

### **Section 3: Technical Forms**

[*Location, Date*] To:

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby

submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification ion.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date of publication of this tender.

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

We remain

Yours sincerely,

Authorized Signature (In full and initials) : \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name & Seal of Firm: \_\_\_\_\_

Address : \_\_\_\_\_

### **FORM TECH-2A: Bidder's Organization**

*[Provide here a brief (two pages) description of the background and organization of the Bidder with following summary sheet.]*

Details		Page No.
Name of the Agency:		
Address of Registered Office: Attach Reg.		

Paper.		
Year of Establishment:		
Contact Person with Contact Details:		
Any consecutive three years from FY 2012-13: FY 2013-14: FY 2014-15: FY 2015-16: FY 2016-17: Average Annual Turnover for any three Financial Years: (Total/3) *Audited Statements to be enclosed		
Net worth of Agency (Positive/ Negative):		
Current Contract Commitments: (In Lakh)		
Experience in Similar Assignment: - Number of years: - Total assignments: - Assignments completed in last 3 years:		
Any Award or Felicitations received by your Agency complete details for the same		
Any Other Relevant Details:		

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and title of Signatory

Name & Seal of Firm

**Form TECH-2B: Bidder's Experience [For full technical proposals only]**

*[The following information should be provided in the format below for each reference assignment for which your firm, either in dividedly as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below. for each assignment]*

Assignment name:	Approx. value of the contract (in current `):
------------------	---

Country: Location within country:	Duration of assignment (months): Duration of Completion of Assignment.
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Bidders:
Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

\*(Certificate from Employer regarding experience should be furnished)

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and title of Signatory

Name & Seal of Firm

## Section 4: Financial Proposal

## **Section 4: Financial Proposal**

Annexure - 1

### **Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 4 of Section 1

Form FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM



To,  
Director,  
Urban Development Department,  
Govt. of Uttar Pradesh,  
Uttar Pradesh

Dear Sir / Madam:

We, the undersigned, offer to provide the consulting services for **Cluster \_\_\_\_\_** for “**Preparation of Detailed Project Report (DPR) and providing PMC services for Projects under Beneficiary Led Construction in 30 ULBs in Uttar Pradesh**”, in accordance with your Request for Proposal dated (Insert Date).

The consultancy fee for

(A) DPR preparation is Rs. \_\_\_\_\_ per Dwelling Unit

(B) PMC services is Rs. \_\_\_\_\_ per Dwelling Unit

**Rate in Words:**

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## **Section 5: ToR / Scope of Work**

## **Section 5: ToR / Scope of Work**

### **Preparation of Detailed Project Report under Vertical IV of PMAY (U)**

- 100% Physical verification includes Door to Door Survey, Collection of land documents and consent letter from the beneficiaries
- Data collection, Data Verification and Data Compilation
- Inclusion of present status and proposed works of infrastructure details
- MIS Entry
- Key Stakeholder consultations

- Preparation of Beneficiaries wise detailed Architectural / Engineering designs, Drawings & Estimates for all sizes of plots
- Project structuring under appropriate development and funding mechanism
- Assistance in obtaining approvals from concerned agencies / departments
- The Consultant shall incorporate all necessary data in reference to Slum Free City Plan in the DPR.
- The DPR should be complete in all respects with all reports drawings, statements and document necessary for obtaining the grant from the Government of India.
- The DPR shall be computer typed and printed and drawing should be in Auto Cad.

#### Payment Schedule

S.No	Deliverables / Services based on scope of work	Timeline (from the date of award of work)	Payment
1	Submission of Preliminary Detailed Project Report & Approval of SLSMC & CSMC	60 days	25 % of the Total cost of consulting fee of DPR for respective ULB
3	Submission of detailed Architectural / Engineering designs, Drawings & Estimates for sanctioned houses beneficiary wise.	90 days	50 % of the Total cost of consulting fee of DPR for respective ULB
4	Balance of consulting fee to be paid at the time of actual construction of house up to plinth level.	150 days	25 % of the Total cost of consulting fee of DPR for respective ULB

**Note:- Payment for DPR charges will be done on the basis of actual number of houses grounded and completed up to plinth level.**

**Illustration:- No. of houses sanctioned in DPR - 100**  
**Actual grounded houses & completion up to plinth level - 70**

**DPR charges will be paid for 70 No. of houses only. In case excess payment has been done against items serial no. 1&2, it will be adjusted in PMC charges and.**

**Duration for the DPR is 150 days; however the duration may be extended subject to maximum period of 180 days after mutual consent of parties.**

#### Project Management Consultancy / Services

The activities under the scope of work for PMC shall broadly include but not limited to the following:

- PMC will coordinate, execute and monitor the activities leading to the construction of approved DUs by Govt. of India. All the activities till the completion of DUs will be taken care of by PMC.
- PMC shall also administer the works by the beneficiaries and ensure that the agreement between the ULBs and Beneficiaries whether related to quality or quantities of works are executed in accordance with its provisions.
- PMC shall attach Beneficiaries to the project in PMAYMIS and also upload Annexure 7C/ 7D/7E.
- PMC shall execute all MIS related work of PMAY (U).

- PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the progress of the work.
- Preparation of Physical and Financial progress and shall submit to respective ULBs and DUDA
- Preparation of individual files consist of application, copy of Aadhar card, bank details, land documents, consent letters etc, stage wise photographs for every beneficiaries.
- PMC will assist Beneficiaries at various stages such as Plinth Level, Lintel Level, roof level and final finishing works and assist to get timely instalments.
- PMC will make sure that the project / DUs construction must complete as per the agreement made with the beneficiaries for the successful and timely implementation of the Project.
- PMC will implement the Geo tagging of constructions of all the stages.
- Time extension will not be considered except in very exceptional cases without prejudice to levy of penalties. However any approval for extension of time of completion of the works stipulated in the construction, beneficiaries will be without any additional financial implication.
- PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks.
- PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly.
- However, the actual number of technical and financial personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work.
- Generate and submit to the ULBs time-to-time progress reports in the agreed formats and at the agreed frequency.
- PMC shall also apprise the beneficiaries of the progress and/or activities of the project on fortnightly/monthly basis.
- Cash Flow Chart – Actual and Scheduled & Bar Chart-Actual and Scheduled
- Status of Payment to beneficiaries
- Photographs of various stages (Before Excavation, Foundation, Plinth level, Lintel Level & Completion) of DUs of each beneficiary
- Geo tagging of constructions of all the stages
- Visitors' Site Inspection
- Settlement of all accounts of the beneficiaries with the ULBs
- Provide project completions report/closure report which shall contain all technical and financial Information of the project.

### Payment Schedule

S.No	Deliverables / Services based on scope of work	Payment
1	PMC on stage of completion of plinth level and Geo tagging of construction stage	15% of the Total cost of PMC consulting fee of respective ULB
2	PMC on stage of completion of plinth to Roof level and Geo tagging of construction	30% of the Total cost of PMC consulting fee of respective ULB

S.No	Deliverables / Services based on scope of work	Payment
	stage	
3	PMC on stage of completion of final finishing work and Geo tagging of construction stage	30% of the Total cost of PMC consulting fee of respective ULB
4	Reporting to ULB/DUDA and NOC from ULBs/DUDA	25% of the Total cost of PMC consulting fee of respective ULB

Duration of PMC services will be 36 months and it may be extendable as per the work requirement after mutual consent of both parties

#### Annexure 2 - Details of Clusters:

S.No	Name of the ULB (Taken from MHUPA Website)	Population as per MHUPA Website	Number of ULBs in District
<b>Name of the Cluster - 04 (Azamgarh, Ballia &amp; Mau)</b>			
<b>Name of the District: Azamgarh</b>			<b>13</b>
1	Atrauliya	9374	
2	Azamgarh	110983	
3	Azmatgarh	12160	
4	Bilariaganj	13096	
5	Jiyanpur	11816	
6	Katghar Lalganj	13467	
7	Mahrajganj	6735	
8	Mehnagar	14841	
9	Mubarakpur	70463	
10	Nizamabad	13848	
11	Phulpur(NP)	9329	
12	Sarai Mir	19055	
13	Mahul		
<b>Name of the District: Ballia</b>			<b>9</b>
1	Ballia	104424	
2	Bansdih	21201	
3	Belthara Road	20404	
4	Chitbara Gaon	21879	
5	Maniyar	19890	
6	Rasra	31765	
7	Reoti	26359	
8	Sahatwar	20615	
9	Sikanderpur	23986	
<b>Name of the District: Mau</b>			<b>8</b>
1	Adari	13717	
2	Amila	5234	
3	Dohrighat	11799	
4	Ghosi	39165	
5	Kopaganj	34782	
6	Maunath Bhanjan	278745	
7	Muhammadabad	41780	

<b>S.No</b>	<b>Name of the ULB (Taken from MHUPA Website)</b>	<b>Population as per MHUPA Website</b>	<b>Number of ULBs in District</b>
8	Waleedpur	25575	

## **Section – 6: General Conditions of Contract**

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**Part – I: Section I: FORM OF CONTRACT**

CONTRACT FOR: [Please insert name of project]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made **BETWEEN:** [Director, State Urban Development Agency, GoUP  
(hereinafter referred to as “the client”

[Please insert name of Bidder] (hereinafter referred to as “the Consultant”)

[Please insert nodal officer and communication address of the Consultant]

**AND:**

**WHEREAS:**

A.the Client has requested the Bidders vide RFP No..... dated ..... to provide certain consulting services as defined in the General Conditions attached to this Contract hereinafter called the “Service”) and

B. the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

**1. Documents**

This Contract shall be comprised of the following documents:

- (i): This Form of Contract
- (ii): General Conditions (Annexure -3)
- (iii): ToR / Scope of work (Annexure -4)
- (iv): Financial Proposal Format (Annexure -5)
- (v): Minutes of Contract Negotiation Meeting
- (vi): RFP

Appendix A: Minutes of Financial/ Contract Negotiations with the Bidder, If any.

Appendix B: Copy of letter of invitation

Appendix C: Copy of Letter of Intent

Appendix D: Copy of letter of acceptance

Appendix E: Copy of Bank Guarantee for Performance Security

Appendix F: Minutes of the pre-bid meeting.

This Contract constitutes the entire agreement between the Parties in respect of the Bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions (Annexure -3)

**The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular.**

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

**2. Commencement and Duration of the Services**

The Consultant shall start the Services on [please insert date] ("the Start Date") and shall complete them by [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions mentioned in General Condition (Annexure -3).

**3. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [please insert total amount in numbers and words] exclusive of any government tax, if applicable ("the Financial Limit").

**4. Time of the Essence**

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

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

<p>For and on behalf of Client</p> <p>Signature Name: Date:</p>	<p>For and on behalf of Consultant</p> <p>Signature: Name: Date:</p>
<p>Witness on behalf of Client</p> <p>1. *****</p> <p>2. ***</p>	<p>Witness on behalf of Consultant</p> <p>1. *****</p>

Annexure - 3

**Part – II General Condition of contract**

**1. DEFINITATION of INTERPRETATION**

**1.1 Definition**

Unless the context otherwise requires, the following terms whenever used in this Agreement have

the following meanings:

- a) “Applicable Law” Means the laws and any other instruments having the force of law.
- b) “Contract” Means this agreement as signed by the parties;
- c) ”Effective Date” means the date on which this Contract comes into force;
- d) “Government” Means the Government of Uttar Pradesh
- e) “Currency” means the Indian National Rupee.
- f) “Personnel” means person hired by the Consultant as approved by Client as employees and assigned to the performance of the Service or any part thereof.
- g) “Foreign Personnel” means such person who to at the time of being so hired had their domicile outside India” and “local Personnel” means such person who at the time of being so hired had their domicile inside India; and “local personnel” means such person who at the time of being so hired had their domicile inside India:
- h) “Party” Means the Consultant or the Client, as the case may be, and Parties mean both of them.
- i) “Services” means the work to be performed by the Consultant pursuant to this Agreement for the purpose of the project:
- j) “Third Party” means any person or entity other than the Government, the Client or the Consultant.

**1.2 Relation between Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant, 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 Language**

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

**1.4 Heading**

The headings shall not limit, alter or affect the meaning of this Agreement.

**1.5 Notices**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address provided by other party.

**1.5.2** Notice will be deemed to be effective after one month of receipt.

A Party may change its address for notice hereunder by giving the other Party notice of such change.

**1.6 Location**

The Services shall be performed at such locations as are specified in Scope of work

**1.7 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the authorized representative.

**1.8 Taxes and Duties**

The Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effective of Contract**

This contract shall come into force and effect on the date of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

**2.2 Termination of Contract for Failure to become Effective**

If this Contract has not become effective within such time period after the date of this Agreement signed by the Parties, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Service**

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date.

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.8 of this Agreement, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

**2.5 Entire Agreement**

This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation on promise or agreement set forth herein

**2.6 Modification**

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

**2.7 Force Majeure**

**2.7.1 Definition**

(a) For the purpose of this Agreement, "Force Majeure" means as event which is beyond the reasonable control of a Party, and which makes a party performances of its obligation here under 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 (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

**2.7.2** 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 in so far 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 fulfill 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 fourteen (14) 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 event of Force Majeure consequences of any

**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 related to force majeure**

Both the Parties will have to bear their own cost during the Force Majeure

**2.7.6 Consultation**

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have 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**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services. Provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension

**2.8.1 Termination of Contract by the Client**

The Client may, by not less than thirty (30) days written notice to the Consultant (except in the

events listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

- a) if the Bidders fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings;
- d) If the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### **2.8.2 By the Consultant**

The Consultant may, by not less than thirty (30) days written notice to Client, should notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.2, terminate this Contract:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) if the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing ) following the receipt by the Client of the Consultant notice specifying such breach;
- c) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Client fails to comply with any final decision reached as a result of arbitration

#### **2.8.3 Cessation of Right and Obligation**

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract 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, (ii) the obligation of confidentiality set forth in Clause 3.3 Hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their account and record set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

#### **2.8.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 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 Client, the

Consultant shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

### **2.8.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

(I) remuneration for Services satisfactorily performed prior to the effective date of termination; and

(II) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

### **2.8.6 Dispute about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATION OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their 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 faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

#### **3.1.2 Law Governing Service**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that concerned Personnel or agents of the Consultant comply with the Applicable Law. If the Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant not to be Benefit from Commissions, Discounts, etc**

The remuneration of the Consultant shall constitute the Consultants sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their 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 their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Personnel or agents it similarly shall not receive any such additional remuneration.

#### **3.2.2 Consultant and Affiliates not to be otherwise interested in project**

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any project



resulting from or closely related to the Services.

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor its Personnel shall 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 Contract; or
- b. after the termination of this Agreement, such other activities as may be specified by Client.

### **3.3 Confidentiality**

The Consultant and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultant**

The Consultant's liability under this Agreement shall be as provided by the Applicable Law.

### **3.5 Insurance to be taken out by the Consultant**

The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as necessary and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

### **3.6 Accounting , Inspection and Auditing**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **3.7 Reporting Obligations**

The Consultant shall submit to the Client the reports and documents as and when required.

### **3.8 Documents prepared by the Consultant to be the property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant's shall not later than upon termination or expiration of this Agreement, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents.

### **3.9 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall

insure them in an amount equal to their full replacement value

#### **4. OBLIGATION OF THE CLIENT**

The Client shall use its best efforts to ensure that the CLIENT shall

- a. assist the Consultant in arranging work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b. assist for the Personnel of Consultant and if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- c. facilitate clearance through customs of any property required for the Services
- d. issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

##### **4.1 Access to Land**

The Client warrants that the Consultant's shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant.

##### **4.2 Change in the Applicable Law**

The Consultant shall bear all financial implication, if, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties.

##### **4.3 Services, Facilities and Property of the Client**

The Client shall make available to the Consultant for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

##### **4.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 5 of this section.

#### **5. PAYMENT OF BIDDER**

5.1 The payment shall be made as per payment schedule of ToR / Scope of work (Section - 5).

5.2 The payment shall be made through A/c payee cheque, payable at Lucknow, in Indian Rupees

5.3 mode of Billing and Payment Billing and Payment of the services shall be made as specified in the ToR / Scope of work

- a. No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.
- b. The Client shall cause the payment of the Consultant as given in schedule of payment within thirty (30) days after the receipt by the Client of bills.
- 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 Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement.

The Consultant shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

## **6. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS**

### **6.1 General**

The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these Services. He shall indemnify the Client against any inaccuracy in the work which might surface during implementation of the project. The Bidder will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc., if required, during the execution of the Services

### **6.2 Penalty**

In case of delay in completion of Services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract price will be imposed and shall be recovered from payments due / performance security. However in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.

### **6.3 Action for Deficiency in Services**

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

### **6.4 Consultant Liability towards the Client**

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

### **6.5 Warning / Debarring**

Warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the work involving time and cost overrun and adverse effect on reputation of Client, other penal action including debarring for certain period may also be initiated as per policy of Client.

## **7. SETTLEMENTS OF DISPUTIES**

### **7.1 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.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996.

Place for Arbitration will be at Lucknow. The court at Lucknow shall hence jurisdiction.

**7.3 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 objective of this Contract.

**7.4 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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.

**7.5 Invoke of Performance Security**

In case Consultant fails to perform as per the stipulated terms and conditions of the Agreement, SUDA will invoke the bank guarantee submitted by the consultant.

**Performance Security Form (Bank Guarantee)**

In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the

terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We \_\_\_\_\_ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department), Ministry of \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We \_\_\_\_\_, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of 2017 For \_\_\_\_\_  
(indicate the name of Bank)

**Note 1:-** The stamp papers of appropriate value shall be purchased in the name of bank that issues the”:  
Bank Guarantee”  
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**Note 2:-** The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries  
or any Indian Nationalised Bank or any Indian Nationalised Bank.

