

**Office of the  
State Urban Development Agency**

‘ILGUS BHAWAN’, HC Block, Sector III, Bidhannagar, Kolkata – 700106

Email: [wbsudadir@gmail.com](mailto:wbsudadir@gmail.com)

**Memo No:SUDA-51/2018/10426**

**Date: 29/04/2020**

***Request for Proposal (RFP) from interested and reputed Agencies / Organizations for placement of IT Personnel in different Municipalities within West Bengal as per laid down terms and conditions to the office of the SUDA, West Bengal, for a period of one year***

**THROUGH e-TENDER**

The Director, for and on behalf of the State Urban Development Agency (SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites proposal (RFP) for placement of Technical IT personnel as per laid down terms and conditions to the office of the SUDA, West Bengal, for a period of one year from interested and reputed Agencies / Organizations / Firms having experience and acumen in such work as noted below in the eligibility as depicted hereunder.

<b>Data Sheet:</b>		
1	Name of the Work	Engagement of Manpower Agency for Information Technology providing / deployment of outsource personnel at the office of SUDA for different Municipalities within West Bengal
2	Location of the work	West Bengal – comprising 93 ULBs <b>(details provided in Annexure E )</b>
3	Eligibility to participate in the Bid	Proposal may be submitted by interested agencies / firms / organizations only as a single entity. No Consortium is allowed For eligibility, the Applicant shall have at least:  <ol style="list-style-type: none"><li>1. The Applicant must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860. The time period elapsed from commencement of business should be at least 05 (five) years as on <b>1st April 2020</b>.</li><li>2. Agency/Bidder having the expertise for deployment of IT-related Manpower ie. Technical IT personnel should be eligible to participate in the RFP.</li></ol>

		<p>3. During the period of last 5 (five) years, the bidders should have handled <b>at least 01 (One) similar type of services</b> at Government levels (Central / State and the bidders should ensure that this project has been handled <b>by at least 35 number of Technical IT personnel</b></p> <p>4. Average annual turnover of the Applicant over the last three financial years (2016-17, 2017-18 and 2018- 19) should be at least <b>Rs. 5.00 Crore</b>.</p> <p>5. Having sufficient qualified technical personnel with sound knowledge and experience in their relative fields</p> <p>6. The Applicant must have at least a Registered Office / Corporate Office / Branch Office in Kolkata / West Bengal. The Registered Corporate Office / Branch Office should be in existence and operational for at least last one (01) year from the date of issuance of this RFP.</p> <p>7. The Bidder should not have been Black-listed in any Govt./Semi-govt./PSU. An Undertaking on Non Judicial Stamp Paper in the name of Bidder and duly stamp and signed by bidder should be submitted.</p> <p>8. The bidder should have on his rolls, adequate number of technical Personnel trained / possessing certification by the OEMs whose major material would be quoted. The name and details to be submitted as encloses to the bid.</p> <p>Note : <b>Similar types of services</b> means: Deployment of <b>Technical IT personnel</b> on contractual basis to any State/Central Departments, Ministries, PSUs / ULBs</p>
4	Documents to be produced in support of Credentials for Bid submission	<p>Following documents shall have to be furnished in two separate covers:</p> <p><b>1. Technical Proposal</b></p> <p>a. <b>Covering Letter</b> ( Refer Annexure A)</p> <p>b. <b>Average Annual Turnover of the bidder</b> over the last three financial years(2016-17,2017-18 and 2018-19) certified by a practicing Chartered Accountant (Refer Annexure – A No.II)</p> <p>c. <b>Statement of Legal Capacity</b> (Refer Annexure – ANo.III)</p> <p>d. <b>Details about the Bidder Agency</b>(Refer “Structure and Organization ”in Annexure-A No. IV)</p> <p>e. <b>Company Certificates</b> like</p> <p>i. Certificate of incorporation highlighting registration details along with the composition of Board of Directors and</p> <p>ii. GST Registration No, PAN No. and TAN No. (Please refer Table-1 of “Non Statutory Folder” of Section A). IT return for last three years. EPF and ESI registration Certificates.<b>(Please note that submission of valid EPF and ESI certificates is</b></p>

		<p style="text-align: center;"><b><u>mandatory and if not submitted the Authority shall have the right to reject the proposal</u></b></p> <p>f. <b>Statement of any Indictment:</b> The Bidders should not be under active prosecution for criminal offence, litigation, court receivership or similar proceedings</p> <ol style="list-style-type: none"> <li>i. It may please be noted that non-provision of this declaration in this proposal <b>will lead to rejection</b> of the same.</li> <li>ii. Declaration of the Bidder or any of its staff had not been at any point of time <b>black listed</b> by any Government or its agencies or court of law or any other organization (Please refer Annexure- A No.V)</li> <li>iii. Brief of court/ legal cases pending, if any.</li> <li>iv. Declaration about assuming all responsibilities arising out of the personnel placement and keeping SUDA indemnified at all times.</li> <li>v. Service Completion Certificates/ Experience Certificates / Payment Certificates issued by competent authority</li> <li>vi. Service experience during the period of last 5 years (Refer Annexure A No. VI).</li> </ol> <p><b>2. Financial Proposal</b> Financial Proposal Submission Form (Refer Annexure B).</p>
5	Earnest Money Deposit	<p><b>Rs.4,00,000.00 (Rupees Four Lacs only)</b> as an initial Earnest Money Deposit shall be paid through online mode of payment (Payment link will be available in the website). This amount will be converted to security deposit for the successful bidder. This amount will be converted to security deposit for the successful bidder.</p> <p>Balance Earnest Money beyond Rs.4,00,000.00 (if any, to fulfill 2% of amount offered) shall be deposited by the successful Bidder prior to acceptance of tender in the form of a Bank Draft obtained in favour of “<b>Director, State Urban Development Agency</b>”, from any nationalized bank payable at Kolkata.</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 3 months on expiry of the Contract. No interest shall be payable on the deducted amount.</p> <p><b>Note :</b> <b>If any bidder is exempted from payment of EMD, scanned copy of original EMD exemption document needs to be uploaded, at the time of on-line submission and also submitted when called for.</b></p>
6	Refund of Earnest Money	The EMD is interest free and will be refundable to the unsuccessful bidders within 15 days of signing of agreement with the Successful Bidder.
7	Cost Price of Bid Document	NIL
8	Goods and Service Tax	The Agency / Bidder should include GST in its cost. However,

	(GST)	the Employer / Authority will pay to the Agency / Bidder, GST or any other tax replaced with it at the prevalent rate at the time of actual payment to the Agency / Bidder.
9	Currency	Agency/Bidder shall express the price of their assignment/job in Indian Rupees. All payments shall be made by the Authority in Indian Rupees only.
10	<b>RFP Schedule as follows:</b>	
Sl . No.	Particulars	Date and Time
A.	Date of uploading of RFP Documents (Online Publishing Date)	<b>29.04.2020 at 5:00 PM</b>
B.	Documents download start date (Online)	<b>29.04.2020 at 6:00 PM</b>
C.	Documents download end date (Online)	<b>22.05.2020 at 3:00 PM</b>
D.	Date and time of Pre-bid meeting with the intending bidders	<b>05.05.2020 at 3:00 PM Through Video-Conferencing mode</b>
E.	Bid submission starting (On line)	<b>30.04.2020 at 3:00 PM</b>
F.	Bid Submission closing (On line)	<b>22.05.2020 at 4:00 PM</b>
G.	Bid opening date for Technical Proposals (On line)	<b>26.05.2020 at 12:00 NOON</b>
H.	Date of uploading list for Technically Qualified Bidders (online)	<b>To be notified</b>
I.	Date of Opening of Financial Proposal (On line)	<b>To be notified</b>
J.	Date of uploading of list of bidders along with the financial quotes (On line)	<b>To be notified</b>

**RFP documents shall be available on the following website:**

**[www.sudawb.org](http://www.sudawb.org) & [www.wburbanservices.gov.in](http://www.wburbanservices.gov.in)** Applicants may also contact the office of SUDA for the same.

- For any queries regarding RFP documents, the bidder should submit in writing over email at [sm.suda-wb@gov.in](mailto:sm.suda-wb@gov.in) within 03.05.2020 BY 3:00 PM.
- If bidders are interested to participate in the Pre-Bid Meeting , Bidder should submit in writing over email at [sm.suda-wb@gov.in](mailto:sm.suda-wb@gov.in) within 03.05.2020 BY 3:00 PM, for which a link for VC for Pre-Bid Meeting will be provided in advance to the mail id of the bidder.
- For any queries, you may contact Sri Puspendu Chakraborty (9831482237) OR Sri Sandip Gupta (9432104437), Software Manager of SUDA

11	Duration of Contract	<p>The tenure of such contract will be for an initial period of <b>01 (one) year</b> from the date of entering into /execution of the contract, <b>which may be renewed subject to performance of the Agency / Bidder and availability of funding.</b></p> <p>The tenure of the contract may also be terminated before the completion of contract period as per applicable Conditions of Contract.</p>
12	General Information	<p>An advertisement has been published in selected newspapers inviting for placement of IT Personnel in different Municipalities within West Bengal as per laid down terms and conditions to the office of the SUDA, West Bengal, for a period of one year.</p> <p>Deployment of IT Personnel may increase or decrease, if the situation demands.</p>
13	Bid Document	<p>A complete proposal document consists of 2 parts. These are:</p> <p><b>1. Part-I</b> containing :</p> <p>Section A: Instruction To The Bidders  Section B: Description of the Project  Section C: Conditions and requirements for bidding  Section D: Definitions and Interpretations</p> <p>AND</p> <p><b>2. Part-II</b> containing list of documents and credentials possessed by applying agency to be provided namely:</p> <p><b>Annexure A</b></p> <ol style="list-style-type: none"> <li>i. Qualification Application</li> <li>ii. Financial Statement</li> <li>iii. Statement of Legal Capacity</li> <li>iv. Structure and Organization</li> <li>v. Statement of any Indictment</li> <li>vi. Project experience in last five(05) years</li> </ol> <p><b>Annexure B</b>  Detailed project experience during the period of last five (05) years</p> <p><b>Annexure C</b>  Financial Proposal submission form</p>
14	Bid Evaluation	<p>Detailed Bid Evaluation Criteria is given in the data sheet, Sl. No. 16. The minimum qualifying technical score is 70. Financial proposal of only those bidders will be opened who scores 70 or more marks in the</p>

		Technical Evaluation. Method of selection will be Least Cost Selection (LCS) Method. The client will select the Agency/Bidder with the lowest evaluated total price among those Agency/Bidder who achieve the minimum Technical Score.																																				
15	Form of Financial Proposal	Financial Bid shall be (as per BOQ) offered by the Agency/Bidder for undertaking the Services as mentioned in this document for a period of One (1) years.																																				
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17	Validity of Bid	120 days from the date of opening of the Financial part of the Bid.																																				
18	Withdrawal of Bid	A Bid once submitted shall not be withdrawn within the validity																																				

		period.
19	Acceptance of Bid	State Urban Development Agency (SUDA), reserves the right to accept or reject any or all proposals without assigning any reason thereto. SUDA reserves the right to withdraw from the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/or modify the process or any part thereof or to amend any terms without assigning any reasons. <b>Since this is an e-tendering process, all the required documents are to be submitted through online only. SUDA shall not entertain any other mode of submission (post/courier/fax etc.) of proposal other than e-tender mode.</b>
20	Intimation	The qualified Bidder(s) will be notified through email of the acceptance of their Bid. If at any time during the evaluation process, SUDA requires any clarification, they reserve the right to request such information from any or all of the agencies and the agencies will be obliged to provide the same within a reasonable timeframe. <b>SUDA may also call for a presentation on the proposal from any or all of the Bidders who have submitted their proposals.</b>
21	Influence	Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render their Bid liable to rejection.
22	Name and address of the Tender Inviting Authority	Director, State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata - 700106
23	Substitution of Personnel	No change or substitutions may be made to any of the IT Personnel without prior written consent of SUDA. Replacement of the personnel will only be considered under exceptional circumstances (e.g.: death, prolonged illness and other issues beyond the control of the Agency/Bidder) and such substitutes will need to satisfy the same or higher qualification and experience criteria. In case of substitution of a person, SUDA reserves the right to interview the person proposed to be provided as replacement.
24	Execution of Work	Bidders are liable to execute the service as mentioned in "Terms of Reference" in Section-B.
25	Evaluation	<b>Opening of Bid:</b> - Proposals will be opened by SUDA electronically from the website using Digital Signature Certificate.  Cover (folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.  Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Technical Committee of SUDA  Scrutiny of proposal, evaluation of the same and recommendation thereafter will be made by SUDA.

		Details of scoring criteria have been provided in <b>Sl. No. 16 above.</b>
26	Disqualification	A proposal that has been found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification. If any information (false/ unacceptable) is received by SUDA after the Bidder has been qualified to receive the Request for Proposal, SUDA reserves the right to reject the Bidder at that time or at any time after such information becomes known. The bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.
27	Award of Contract	SUDA shall issue a Letter of Intent (LOI) / Letter of Acceptance (LOA) to the selected Agency/Bidder and promptly notify all other Agency/Bidders who have submitted proposals about the decision taken. The Agency/Bidder/(s) will sign the contract after fulfilling all the formalities/pre-conditions, within 15 days of issuance of the Letter of Intent / Letter of Acceptance.  The Agency/Bidder is expected to commence the Assignment/job on the date and at the location as mutually agreed upon.
28	Special Terms and conditions	This notice constitutes no form of commitment on the part of SUDA other than to provide further information on the specific tasks to be undertaken as part of the proposal. Furthermore, this notice confers neither the right nor an expectation on any party to participate in the proposed process. Mere submission of proposal shall not entitle the participant for being shortlisted.  SUDA will not normally consider any request of the Bidder for substitution of the Personnel after signing of the Consultancy Agreement. No change or substitutions may be made without prior written consent of SUDA. Replacement of the personnel will only be considered under exceptional circumstances (e.g.: death, prolonged illness and other issues beyond the control of the Consultant) and such substitutes will need to satisfy the same or higher qualification and experience criteria.  The Bidder shall bear all costs associated with the preparation and submission of the proposal. SUDA shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.  Only the courts at Kolkata (with exclusion of all other courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the bidding procedure.  Intending bidder may download the tender document from the website <a href="http://wbtenders.gov.in">http:// wbtenders.gov.in</a> directly by the help of Digital Signature Certificate as necessary through e-Filing. Scanned copy of credentials to be submitted, details of which have been narrated in Section A under “Instruction to Bidders”. Technical Bid & Financial Bid both will have to be submitted concurrently duly digitally signed in the

		<p>website <a href="http://wbtenders.gov.in">http:// wbtenders.gov.in</a> as per Tender Schedule.</p> <p>Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.</p> <p>At any stage of bid process and before issuance of the LOI / LOA, the bid inviting authority may verify the credential &amp; other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is false or misleading; in that case, LOI / LOA will not be issued in favor of the bidder under any circumstances and if issued it will be withdrawn with necessary consequences under law.</p> <p>Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favor, by the rest of the directors of such company or the partners of such firm, to upload such tender.</p> <p>Bidder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Tender documents before the Tender Inviting Authority during Pre Bid Meeting, beyond such period no representation in that behalf will be entertained by the bid Inviting Authority. No further clarifications will be entertained from the bidders after the completion of pre-bid meeting.</p> <p>The Bid Inviting Authority reserves the right to have pre Bid meeting with the intending Bidders if deemed necessary depending upon the nature of clarifications sought from Bidders within stipulated deadline.</p>
29	Confidentiality	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agency/Bidder who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
30	Number of Proposals	A Agency/Bidder can submit only one proposal. If multiple proposals are submitted, all the proposals shall be out-rightly rejected.

DIRECTOR  
STATE URBAN DEVELOPMENT AGENCY

**SECTION – A**  
**INSTRUCTIONS TO BIDDERS**

**I. General Guidance for e-tendering**

Instructions/ guidelines for bidders for electronic submission of the proposals have been enclosed for assisting them to participate in e-tendering.

**II. Registration of Bidder**

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to [https:// wbtenders.gov.in](https://wbtenders.gov.in). The bidder is to click on the link for e-tendering site as given on the web portal.

**III. Digital Signature Certificate (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the service provider of the National Informatics Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Website stated in Clause II of Instructions to Bidders. DSC is given as a USB e-Token.

**IV.** The Agency/Bidder / Bidders can search and download the Tender Documents electronically from computer by logging on to the website mentioned in Clause-II above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**V. Submission of Proposal**

Proposals are to be submitted through online to the website stated in Clause II in one folder at a time before the prescribed date and time using the Digital Signature Certificate (DSC).The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The proposal should contain scanned copies of the following further two covers (sub folders):

**A. Statutory Cover Containing**

**1. Prequalification Document**

i. Qualification Application (Annexure A )

**2. Technical Document (To be filled, scanned and uploaded as multiple page scanned file)**

i. Financial Statement (Annexure A No. II)

ii. Statement of Legal Capacity (Annexure A No. III)

iii. Details about the Bidder(Annexure A No. IV)

**NOTE:** Bidders must ensure that the e-mail id provided in the Registered Office Address is the same with which they have registered at the e-procurement portal ([http:// wbtenders.gov.in](http://wbtenders.gov.in)).

iv. Statement of Any Indictment (Annexure A No. V)

**Note:** The bidder should not be under active prosecution for criminal offence, liquidation, court receivership or similar proceedings. It may please be noted that non provision of this declaration in this Bid **will lead to rejection** of the same.

1. Declaration that the Bidder or any of its / their staff had not been at any point of time **blacklisted** by any Government or its agencies or court of law or any other organization
2. Brief of **court / legal cases** pending, if any.
3. Project Experience during the period of last Five (05) years (see the format in Annexure A No. VI)

**B. Non-Statutory Cover Containing / My Space**

1. **Certificates:** GST Registration No, PAN No., TAN No, Income Tax return for last three years, EPF and ESI registration Certificates (**Scanned copies to be provided**).
2. **Organisation Details:** Registration details along with the composition of Board of Directors or details of lead partner or governing authority or trust as the case may be. It is to be noted that depending upon the legal nature of the bidder, the corresponding documents need to be submitted.
3. **Credentials:** Details of work experience during the period of last 5 years as per table provided in Annexure B No. I, along with documentary evidence.

**Note:**

- a. Bidders are required to give details of only those projects which have been mentioned in Annexure A-No VI: Project Experience during the period of last five (05) years
- b. Bidders **MUST** ensure that **name and sequence of projects remains the same** as given in Annexure A VI: Project Experience during the period of last five years.
- c. **Bidders must ensure that page limit is restricted to maximum of one (1) page per project.**

4. Brief write up on understanding of the Terms of Reference (ToR).

**Note:** The write up should be concise and must **not exceed more than 500 words**.

5. Detailed Project experience during the period of last 5 years (Annexure B)

**Intending Bidders should upload above documents as per following folders in My Documents**

**NOTE:** Bidder must ensure that they upload documents in black and white & resolution (DPI) of the scanned document should not exceed 300.

**Table 1: List of Documents to be uploaded in My Documents (Non-Statutory Folder)**

<b>e-Tendering System of Government of West Bengal</b>			
<b>Bidder Document Sub Category Master</b>			
<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Name</b>	<b>Sub Category Description</b>
A.	CERTIFICATES [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	A1. CERTIFICATES	<ol style="list-style-type: none"> <li>1. GST Registration No.</li> <li>2. PAN No. and TAN No.</li> <li>3. Income Tax return for last three years.</li> <li>4. EPF and ESI registration Nos.</li> </ol>
B.	COMPANYDETAILS [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	B1.COMPANY DETAILS 1	<ol style="list-style-type: none"> <li>1. Certificates of incorporation and commencement of business highlighting registration details as is applicable to the legal status of the bidder</li> <li>2. Composition of Board of Directors or details of lead partner or governing authority or trust as the case may be, as is applicable to the legal status of the bidder</li> </ol>
C.	CREDENTIAL [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	C1. CREDENTIAL 1	<p>Project Experience during the period of last 5 years (Please refer Annexure B. No. I)</p>
		C1. CREDENTIAL 2	<ol style="list-style-type: none"> <li>1. Work Completion Certificates or Payment Certificates issued by competent authority for the projects mentioned. [For completed projects, provide payment certificate in case work completion certificate is not available]</li> </ol>

D.	DECLARATION	DECLARATION 1 Write up on Understanding RFP (Not exceeding 500 words)	1. Brief write up on understanding of the RFP
----	-------------	--------------------------------------------------------------------------	-----------------------------------------------

**Note: - Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected.**

All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the Bidder in the Declaration Folder of My Documents.

**VI. Qualification Criteria:**

The Bidders must meet the following criteria:

- A. General Criteria:** As mentioned in Data Sheet
- B. Technical Criteria:** As mentioned in Data Sheet
- C. Financial Criteria:** As mentioned in Data Sheet

**VII. Evaluation of Bid**

**Opening of Bid**

- Proposals will be opened electronically from the website using Digital Signature Certificate.
- Decrypted (transformed in to readable formats) documents will be downloaded and handed over to the officials for evaluation.

**Evaluation:**

- Cover (sub-folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- Scrutiny of proposal and recommendation thereafter will be made by the TECHNICAL COMMITTEE OF SUDA.

**Uploading of summary list of technically qualified bidders-**

- Pursuant to scrutiny and decision of the TECHNICAL COMMITTEE OF SUDA, the summary list of eligible bidders will be uploaded in the web portals.
- During the process of evaluation, TECHNICAL COMMITTEE OF SUDA may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

- Any document found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification.
- If any information (false/ un acceptable) is received by TECHNICAL COMMITTEE OF SUDA after the Bidder has been qualified to receive the Request for Proposal, the TECHNICAL COMMITTEE OF SUDA reserves the right to reject the Bidder at that time or at any time after such information becomes known to TECHNICAL COMMITTEE OF SUDA.

**Bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.**

DIRECTOR  
STATE URBAN DEVELOPMENT AGENCY

**Section B**  
**Terms of Reference**

**SCOPE OF THE WORK**

The Director, for and on behalf of the State Urban Development Agency (SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites proposal (RFP) for placement of Technical IT personnel as per laid down terms and conditions to the office of the SUDA, West Bengal, for a period of one year which may be renewed subject to performance of the Agency / Bidder and availability of funding. Manpower to be placed at 93 ULBs mentioned at Annexure E. No change or substitutions may be made to any of the IT Personnel without prior written consent of SUDA. Replacement of the personnel will only be considered under exceptional circumstances (e.g.: death, prolonged illness and other issues beyond the control of the Agency/Bidder) and such substitutes will need to satisfy the same or higher qualification and experience criteria. In case of substitution of a person, SUDA reserves the right to interview the person proposed to be provided as replacement.

Desired Qualification & Job Responsibilities of Personnel :

<b>Sl No</b>	<b>Details of Manpower</b>	<b>Qualifications</b>	<b>Job Responsibilities</b>
1	IT Co-coordinator	<p>1. The qualifications of the Technical Persons to be deployed would have to conform to the following standards: B. Tech/ B.E./MCA/M. Sc in Computer Science/ IT or DOEACC-B or C Level or BCA/ Graduate in Computer Science/IT with MCSA/MCSE/CCNA</p> <p>2. The manpower should be technically competent to understand the computerized system.</p> <p>3. The manpower must have minimum 1 year experience in running system under Linux/Unix environment with Oracle RDBMS software.</p>	<p>1. Acquiring the knowledge of the functional part of the software package and its usage from SUDA.</p> <p>2. Providing support and monitoring the implementation of the e-governance software,FAS package and all IT related Works at the ULBs.</p> <p>3. Finding out the problems in implementation and resolving the same for proper implementation of the modules.</p> <p>4. Need based training and handholding support to the end users at the ULBs through regional and central level support for the ULBs.</p> <p>5. Proper liaison and coordination with the existing agencies and UD &amp; M.A. Department/SUDA.</p> <p>6. Gap analysis of the implementation.</p> <p>7. Data/report collection from ULBs.</p>

**Consolidated Remuneration (in Rs.) Rs. 16,900/- per month per Person**

**Recoverable Cost : Contribution to ESI at the prevailing Rate**

**Additional Cost**

- **GST as applicable rate on Consolidated Pay i.e on Rs. 16,900/-+ ESI**
- **Agency Fee / Commission to be quoted on Consolidated Pay i.e Rs.16,900+ GST**

### **SPECIAL NOTE :**

- SUDA reserves the right to conduct interview of the proposed manpower by the selected agency. This shall be done only after selection of the Agency as per the terms and conditions of this RFP and applicable rules, regulations and statutes etc.
- If at the interview stage it is found that any personnel is not suitable for the profile / position as required, the selected Agency shall provide a suitable replacement within 05 working days.
- SUDA shall not in any manner consider the outsourced manpower on its payroll or any other modus operandi.
- SUDA shall not be liable for any claims/disputes etc arising out of compensation, benefits etc from the personnel as placed by the Agency. **The Agency has to provide a declaration to this effect.**
- The Agency should promptly provide equivalent replacements if so required or directed by the Authority.
- The Agency shall ensure payment to personnel on timely and regular basis and also ensure that they are covered under EPF, ESI and other statutory and applicable benefits as per laws of the land

### **TIME SCHEDULE FOR DELIVERABLES**

Time schedule for deliverables will be need based and as laid down in the Contract.

### **PAYMENT SCHEDULE**

Payment will be made on monthly basis on raising invoices by the agency concerned after end of each completed month of operation of the deployed manpower.

## **SECTION – C**

### **CONDITIONS AND REQUIREMENTS FOR BIDDING**

1. Any clarifications sought may be done in Pre-Bid meeting and thereafter incorporation / modification will be subject to discretion of Tender Inviting Authority.
2. Submission of Bid document will not be allowed beyond the schedule time indicated in the Tender document.
3. Any conditional Bid will be liable for rejection.
4. SUDA reserves the right to reserve or amend the Bid documents prior to the date notified for submission of the Bid or also to extend the time mentioned in the RFP under intimation to the bidders.
5. Bids, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting Authority reserves the right of rejection of any Bid, which may be found to be defective during the detail scrutiny.
6. SUDA reserves the right to accept or reject any or all of the Bids received or to relax any clause without assigning any reason thereof.

**DIRECTOR  
STATE URBAN DEVELOPMENT AGENCY**

**SECTION – D**

**DEFINITIONS AND INTERPRETATIONS**

In the Tender, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) Turnover = Difference between Gross receipts derived from services and non-operating receipts such as dividends and interest income.

**DIRECTOR  
STATE URBAN DEVELOPMENT AGENCY**

**Annexure – A**

**I. Qualification Application**

*(To be written on the letterhead of the Applicant)*

From:

.....  
.....

To

The Director,  
State Urban Development Agency (SUDA), ILGUS Bhawan, HC Block,  
Sector III, Salt Lake City, Kolkata - 700106,  
West Bengal,India.

**Subject: Submission of Proposal (RFP) for placement of personnel on contractual basis at SUDA**

Sir,

This is with reference to the tender dated.....2020 inviting proposal for engagement of manpower agency for placement of IT Technical personnel on contractual basis at SUDA.As specified in the RFP notice, having examined the Statutory, Non statutory documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me /us on behalf of ----- in the capacity ----- duly authorized to submit the proposal. We believe that we satisfy the eligibility criteria set out in relevant sections of the proposal document.

We propose to submit our proposal as (insert full name of Applying Agency).

We declare that we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority against us which would adversely impact our ability to manage the project if awarded or which relates to a grave offence that outrages the moral sense of the community.

We also declare that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns .

We further declare that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our Chief Executive Officer (CEO) or any of our Directors/Managers/ employees.

We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct and complete. I/We have furnished all information and details necessary for the proposal and have no further pertinent information to supply.

We understand that:

(a) Tender Inviting Authority can amend / modify the scope of the services.

(b) Tender Inviting Authority can reject any or all RFPs without assigning any reason. And also withdraw or cancel the bid process at any stage without any liability of whatsoever nature therefore.

I / We shall be glad to receive further communication on the subject.

**Enclosure:**

1. Statutory Document

2. Non-Statutory Document

Yours faithfully,

Authorized Signatory

Date of Submission

Signature of applying agency

including title and capacity in which application is made.

## **A- II. Financial Statement**

1. Name of Applying Agency:

2. Summary of Turnover generated on the basis of the audited financial statement of the last 03 (three) financial years.

	2016-17 (Rs. In Lakh)	2017-18 (Rs. In Lakh)	2018-19 (Rs. In Lakh)
Annual Turnover			

Average Annual Turnover is XXXX(Rs in Lakh)

Signature Practicing Chartered Accountant

Name: Membership No.:

Name of the Firm with Seal

Date \_\_\_\_\_

Note: This form is required to be certified by a practicing Chartered Accountant

### **A-III Statement of Legal Capacity**

*(To be forwarded on the letterhead of the entity submitting the Proposal)*

Reference No. -----

Date: -----

To,  
The Director,  
State Urban Development Agency (SUDA)  
ILGUS Bhawan, HC Block, Sector III, Salt Lake City,  
Kolkata - 700106,  
West Bengal, India.

**Sub: Submission of Proposal (RFP) for placement of Technical IT personnel on contractual basis at SUDA**

Sir,

This is with reference to the advertisement dated .....2020 inviting proposal for engagement of manpower agency for placement of Technical IT personnel on contractual basis at SUDA.

We have read and understood the contents of the Invitation for expression of interest and the advertisement and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid down in the RFP notice.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized\* to submit the proposal.

Yours faithfully,

Authorised Signatory  
For and on behalf of (Name of the agency)

*\*Please attach a true copy of the Letter of Authorization / Board resolution certified by the authorized Signatory for the individual bidding company.*

## **A-IV. Structure & Organisation**

### **Details about the Bidder**

**1.** Name of applying agency:

**2.**Registered Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

**3.**Kolkata Office Address (if any):

Telephone No.:

Fax No. :

E mail#:

Website:

**4.** Name of the Contact Person for this assignment:

Designation:

Address:

Telephone No. :

Cellphone No.:

E mail:

Fax No. :

Signature of applicant including  
title and capacity in which application  
is made.

## **A-V. Statement of any Indictment**

*(By any Income Tax, Sales Tax, Customs and Excise Authorities and other Regulatory Authorities) (To be forwarded on the letterhead of the interested entity submitting the Proposal)*

Date:

To,  
The Director,  
State Urban Development Agency (SUDA),  
ILGUS Bhawan, HC Block, Sector III,  
Salt Lake City, Kolkata - 700106,  
West Bengal, India

Sir,

We solemnly declare that there has been no conviction by a court of law or indictment or adverse order or investigation or charge sheet by an agency of the Government, any income tax, sales tax, customs, excise authorities and other regulatory authorities including but not limited to Reserve Bank of India (RBI) and Securities Exchange Board of India (SEBI) against us or our Promoter Group.

We have not been declared ineligible by the Government of India or any State / UT / Local Government for corrupt and fraudulent practices or blacklisted by them.

Yours faithfully,

Signature(s) of Applicant(s)  
Seal of applicant Name:

Designation:

## **A-VI. Project Experience during the period Last Five (05) Years**

Please categories all the projects into four broad heads given in the table below and mark a tick (√) for each of the projects

Sl No	Name of the Assignment and Client Details	Detailed Scope of services offered	No. of personnel placed	Location of services offered
1.				
2.				
3.				
4.				
5.				
6.				

The Applicant has to submit documentary evidence commensurate to the claims as made above.

## Annexure – B

### I. Detailed Project Experience during the period of Last Five (05) Years

*(Bidders MUST maintain the same name and sequence of projects as it has been given in **Annexure A. No. VI**)*

Assignment name:	Approx. value of the contract (in Rs):
Country:	Location within Country:
Name of Client:	Total No of person-months of the assignment:
Address of Client:	
Start date (month/year): Completion date (month/year):	No of person-months provided by your firm:
Approx. value of the services provided by your firm under the contract (in Rs.):	
Name of Senior Staff involved from your firm and positions held in this project:	
Narrative description of project in brief:	
Description of actual services provided by your firm in the assignment:	
Whether the assignment is completed or continuing:	
Explanation on how it meets the eligibility criteria:	

### III. Letter of Association

(To be written on the letterhead of the Agency/Bidder)

To  
The Director,  
State Urban Development Agency,  
ILGUS Bhawan, HC Block,  
Sector III, Salt Lake City,  
Kolkata – 700106,  
West Bengal, India.

Date:

Name of the Assignment: <Name of the Assignment as mentioned in Bid document>

Bid Reference No. : <Bid number>

Dear Sir,

I, the undersigned, would like to inform you that I have agreed to associate as <Name of the position> with < Full name of the bidder>, for the above project should it be awarded to them.

I also confirm that I have not submitted my CV / Resume to other bidders who are participating in <Name of the Assignment as mentioned in Bid document> apart from <Full name of the bidder>.

I, confirm that I would be available for executing the engagement to such role and duration as specified in the Bid document, should the above project be awarded to the <Full name of the bidder>.

Thanking you.

Yours faithfully,

<Name and contact details of the Personnel>

**Annexure C - Financial Proposal Submission Form**

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

To,

To,

The Director,

State Urban Development Agency (SUDA),

ILGUS Bhawan, HC Block, Sector III, Salt Lake City, Kolkata - 700106, West Bengal,

India

**Sub: Financial Bid for placement of personnel on contractual basis at SUDA**

**Dear Sir,**

This is with reference to the tender dated.....2020 inviting proposal for engagement of manpower agency for placement of Technical IT personnel on contractual basis at SUDA. As per the terms and conditions as laid down in the referred RFP, I / we hereby make the following Financial Offer (Price Bid) to State Urban Development Agency.

**Agency/Bidder shall have to quote only Agency Fee/ Commission for 93 IT Coordinator.**

We quote \* ( **To be submitted Online Only % (Percentage)** ) towards placement of the Technical IT personnel as per the terms and conditions laid down in the RFP bearing no ..... dated..... for a period of 01(one) Month.

We further confirm and abide that:

1. We are bind by this offer if we are selected as the preferred agency.
2. Our offer is firm and valid for a period 180 days from the last date of submission of proposal.
3. We shall adhere by the **applicable Minimum Wages Act, West Bengal**
4. **The Man-month rate as quoted in “Column E” above shall be the amount that we will pay to the concerned personnel and it is inclusive of EPF, ESI, Gratuity and all taxes except GST.**

5. We shall ensure payment to personnel on timely and regular basis and also ensure that they are covered under EPF, ESI and other statutory and applicable benefits as per laws of the land
6. If we are found guilty of flouting any applicable rules, regulation, statutes etc and if found not paying the personnel the amount as confirmed in SI No 3 above, our engagement (through Work Order or Agreement) can be terminated and we shall be liable to pay any penalty as may arise, either to the personnel or State Urban Development Agency (SUDA)

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL /STAMP \_\_\_\_\_

DATE \_\_\_\_\_

**Bill of Quantities (BOQ)**  
**[ TO BE SUBMITTED ONLINE ONLY]**

**In this BOQ only the total amount will be consider.**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Proposed position</b>	<b>No. of Personnel (Numbers)</b>	<b>Man Month rate as Fixed Rs. (inclusive of all taxes except GST)</b>	<b>Overhead (Not more than 6% of the Man Month rates) in Rs.</b>	<b>Applicable GST per man month (in Rs. )</b>	<b>Total Amount (in Rs.) inclusive of all for one month</b>
A	B	C	D	E	<b>F ( Bidder to quote only %)</b>	$G=[E+F]*GST$	$H = [E+F+G] X [D]$
1.	Engagement of Manpower Agency for Information Technology providing / deployment of outsource personnel at the office of SUDA for different Municipalities within West Bengal	<b>IT Co-ordinator</b>	<b>93</b>	<b>16,900/-</b>			
		<b>TOTAL COST (In rupees)</b>					

**The Man-month rate as quoted in “Column E” above shall be the amount that we will pay to the concerned personnel and it is inclusive of EPF, ESI, Gratuity and all taxes except GST.**

## **General Conditions of Contract**

### **1. General Provisions**

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- b) “Authority” means State Urban Development Agency (SUDA)
- c) “Consultant” means any private or public entity that will provide the Services to the “Authority” under the Contract.
- d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e) “Day” means calendar day.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g) “Force Majeure” for the purposes of this contract, means an event which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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
- h) “GC” means the General Conditions of Contract.
- i) “Government” means the Government of India / Government of West Bengal
- j) “Local Currency” means Indian Rupees.
- k) “Party” means the “Authority” or the consultant, as the case may be, and “Parties” means both of them.
- l) “Personnel” means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof.
- m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the contract].
- n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) “Services” means the work to be performed by the consultant pursuant to this Contract, as described in Appendix A hereto.
- p) “In writing” means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties :** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Authority” and the “Consultant”. The Consultant, subject to this Contract, has complete charge of personnel, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this contract.

### **1.5 Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the address specified in the Special Conditions of contract (SC).

1.5.2 A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address specified in the Special Conditions of contract (SC).

**1.6 Location:** The services shall be performed at such locations as are specified in and, where the location of a particular task is not so specified, at such locations, as the authority may approve.

**1.7 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the authority or the consultant may be taken or executed by the officials specified in the Special Conditions of contract (SC)..

**1.8 Taxes and Duties:** The consultant and personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### **1.9 Fraud and Corruption**

**1.9.1 Definitions:** It is the authority’s policy to require that authority as well as Agency/Bidder observe the highest standard of ethics during the execution of the contract. In pursuance of this policy, the authority defines, for the purpose of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more Agency/Bidder, with or without the knowledge of the authority, designed to establish prices at artificial, non competitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.10.1 Measures to be taken by the Authority**

(a) The authority may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the authority to remedy the situation;

(b) The authority may also sanction against the consultant, including declaring the consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an authority-financed contract;

#### **1.10.2 Commissions and Fees**

At the time of execution of this contract, the consultant shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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

**2.1 Effectiveness of Contract:** This contract shall come into force and effect on the date (the “effective date”) of the “Authority”s notice to the consultant instructing the consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the Special Conditions of contract (SC) have been met.

**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 the contract signed by the parties as specified in the Special Conditions of contract (SC), either party may, by not less than twenty one (21) days 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 Services:** The consultant shall begin carrying out the services not later than the number of days after the effective date specified in the Special Conditions of contract (SC).

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to clause 2.9 hereof, this contract shall expire at the end of such time period after the effective date as specified in the Special Conditions of contract (SC).

**2.5 Entire Agreement:** This contract 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 other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties.

(b) In cases of substantial modifications or variations, the prior written consent of the authority is required.

## **2.7 Force Majeure**

### **2.7.1**

(a) Force Majeure as has been defined in Clause no. 1.1 shall not include (i) any event which is caused by the negligence or intentional action of a party, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

(b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

**2.7.3 Measures to be taken:** (a) A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.

(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 case 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 written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

(d) During the period of their inability to perform the services as a result of an event of force majeure, the consultant, upon instructions by the “authority”, shall either:

(i) demobilize, or

(ii) continue with the services to the extent possible, in which case the consultant shall continue to be paid proportionately and on prorata basis, under the terms of this contract.

(e) In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled by the State Government.

**2.8 Suspension:** The “authority” may, by written notice of suspension to the consultant, suspend all payments to the consultant hereunder if the consultant fails to perform any of its 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 allow the consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the consultant of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the “Authority”:**

2.9.1.1 The “Authority” may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this clause 2.9.1.1

(a) If the consultant fails to remedy a failure in the performance of its 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 “authority” may have subsequently approved in writing.

(b) If the consultant becomes (or, if the consultant consists of more than one entity, if any of its members becomes and which has substantial bearing on providing services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause GC 8 hereof.

(d) If the consultant, in the judgment of the “authority”, has engaged in corrupt or fraudulent practices in competing for or in executing this contract.

(e) If the consultant submits to the “authority” a false statement which has a material effect on the rights, obligations or interests of the “authority”.

(f) If the consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the authority.

(g) If the consultant fails to provide the quality services as envisaged under this contract. The State Level Selection committee (TECHNICAL COMMITTEE OF SUDA) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The State Level Selection committee (TECHNICAL COMMITTEE OF SUDA) may decide to give one chance to the consultant to improve the quality of the services.

(h) If, 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 sixty (60) days.

(i) If the “authority”, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.9.1.2 In such an occurrence the “authority” shall give a not less than thirty (30) days’ written notice of termination to the Agency/Bidder, and sixty (60) days’ in case of the event referred to in (i).

**2.9.2 By the Consultant:** The consultant may terminate this contract, by not less than thirty (30) days’ written notice to the “authority”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 2.9.2.

(a) If the “authority” fails to pay any money due to the consultant pursuant to this contract and not subject to dispute pursuant to clause 8 hereof within forty-five (45) days after receiving written notice from the consultant that such payment is overdue.

(b) If, 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 sixty (60) days.

(c) If the “authority” fails to comply with any final decision reached as a result of arbitration pursuant to clause 8 hereof.

(d) If the “authority” is in material breach of its obligations pursuant to this contract 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 “Authority” of the consultant’s notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this contract pursuant to clauses 2.2 or 2.9 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 consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in clause 3.6 hereof, and (iv) any right which a party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this contract by notice of either party to the other pursuant to clauses 2.9.1 or 2.9.2 hereof, the consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultant and equipment and materials furnished by the “authority”, the consultant shall proceed as provided, respectively, by clauses 3.9 or 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this contract pursuant to clauses 2.9.1 or 2.9.2 hereof, the “authority” shall make the following payments to the consultant:

(a) If the contract is terminated pursuant to clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to clause 6.3(h) (i) hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “authority” may consider to make payment for the part satisfactorily performed on the basis of quantum merit as assessed by it, if such part is of economic utility to the authority. Under such circumstances, upon termination, the authority may also impose liquidated damages as per the provisions of clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to authority within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either party disputes whether an event specified in paragraphs (a) through (g) of clause 2.9.1 or in clause 2.9.2 hereof has occurred, such party may, within forty-five (30) days after receipt of notice of

termination from the other party, refer the matter to clause 8 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

**3.1 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 standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

**3.2 Conflict of Interests:** The consultant shall hold the authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the consultant shall promptly disclose the same to the Authority and seek its instructions.

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the consultant pursuant to Clause 6 hereof shall constitute the consultant's only payment in connection with this contract and, subject to clause 3.2.2 hereof, the consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder.

(b) Furthermore, if the consultant, as part of the services, has the responsibility of advising the authority on the procurement of goods, works or services, the consultant shall comply with the authority's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the authority. Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the authority.

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The consultant agrees that, during the term of this contract and after its termination, the consultant and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the consultant's services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The consultant shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

**3.3 Confidentiality:** Except with the prior written consent of the authority, the consultant and the personnel shall not at any time communicate to any person or

entity any confidential information acquired in the course of the services, nor shall the consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the services.

**3.4 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 changes and costs, and the bases thereof, and (ii) shall periodically permit the authority or its designated representative and/or the authority, and up to five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the authority or the authority, if so required by the authority or the authority as the case may be.

**3.5 Consultant's Actions Requiring Authority's Prior Approval:** The consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the personnel listed in Appendix C.

**3.6 Reporting Obligations:** The consultant shall submit to the authority the reports and documents as specified from time to time, in the form, within the pre stated time periods. Final reports shall be delivered in CD ROM in addition to the hard copies specified (Appendix B).

**3.7 Documents Prepared by the Consultant to be the Property of the Authority:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the consultant for the Authority under this contract shall become and remain the property of the authority, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the authority, together with a detailed inventory thereof. The consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the authority and the authority reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the authority's prior written approval to such agreements, and the authority shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.8 Equipment, Vehicles and Materials Furnished by the Authority:** Equipment, vehicles and materials made available to the consultant by the authority, or purchased by the consultant wholly or partly with funds provided by the authority, shall be the property of the authority and shall be marked accordingly. Upon termination or expiration of this contract, the consultant shall make available to the authority an inventory of such equipment, vehicles and materials and shall dispose of such

equipment and materials in accordance with the authority's instructions. While in possession of such equipment, vehicles and materials, the consultant, unless otherwise instructed by the authority in writing, shall insure them at the expense of the authority in an amount equal to their full replacement value.

**3.9 Equipment and Materials provided by the Agency/Bidder:** Equipment or materials brought into the project location by the consultant and the personnel and used either for the project or personal use shall remain the property of the consultant or the personnel concerned, as applicable.

#### **4. AGENCY/BIDDER' PERSONNEL**

**4.1 General:** The consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

##### **4.2 Description of Personnel:**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the authority, his/her name is listed as well.

(b) If required to comply with the provisions of clause 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the consultant by written notice to the authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in clause 6.1(b) of this contract. Any other such adjustments shall only be made with the authority's written approval.

(c) If additional work is required beyond the scope of the services specified, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the authority and the consultant. In case where payments under this contract exceed the ceilings set forth in clause 6.1(b) of this contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel listed by title as well as by name are hereby approved by the authority. In respect of other Personnel which the consultant proposes to use in the carrying out of the services, the consultant shall submit to the "Authority" for review and approval a copy of their Curricula Vitae (CVs).

**4.4 Removal and/or Replacement of Personnel:** (a) No change or substitutions may be made to any of the team members of City Lebel Technical Cell (CLTC) without prior written consent of State Urban Development Agency (SUDA). Replacement of the

personnel will only be considered under exceptional circumstances (e.g.: death, prolonged illness and other issues beyond the control of the consultant) and such substitutes will need to satisfy the same or higher qualification and experience criteria.

In case of substitution of a person, State Urban Development Agency (SUDA) reserves the right to interview the person proposed to be provided as replacement.

(b) If the authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultant shall, at the authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the authority.

(c) Any of the personnel provided as a replacement under clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Agency/Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by the authority. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

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

**5.1 Assistance and Exemptions:** Unless otherwise specified in the Special Conditions of Contract (SC), the authority shall use its best efforts to ensure that the Government shall:

(a) Provide the consultant and personnel with work permits and such other documents as shall be necessary to enable the consultant or personnel to perform the services.

(b) Provide to the consultant and personnel any such other assistance as may be specified in the Special Conditions of Contract (SC).

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this contract, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the consultant in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultant under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in clause 6.1(b).

**5.3 Services, Facilities and Property of the “Authority”:** (a) The authority shall make available to the consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E, at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the consultant as and when specified in Appendix E, the parties shall agree on any time extension that it may be appropriate to grant to the consultant for the performance of the services.

**5.4 Payment:** In consideration of the services performed by the consultant under this contract, the authority shall make to the consultant such payments and in such manner as is provided by clause 6 of this contract.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Total Cost of the Services:**

(a) The total cost of the services payable is set forth in Appendix D as per the consultant’s proposal to the authority.

(b) Except as may be otherwise agreed under clause 2.6 and subject to clause 6.1(c), payments under this contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding clause 6.1(b) hereof, if pursuant to any of the clauses 4.2 (c) or 5.2 hereof, the parties shall agree that additional payments shall be made to the consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

**6.3 Terms of Payment:** The payments in respect of the services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms.

(b) If the authority fails to intimate acceptance of the deliverables or its objections thereto, within 21 days of receipt of invoice, the Authority shall release the payment to the consultant without further delay.

(c) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous deliverable, for which the payment is made or to be made till the date of the termination. (ii) A reasonable assessment of the reimbursable and

miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. (iii) Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

**7.2 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, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms and conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the authority and the consultant, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the

Department (in case the Secretary is unable to appoint the Presiding Arbitrator, the parties themselves will appoint third/presiding arbitrator on mutual consensus). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.3.** Arbitration proceedings shall be held in Kolkata, India at a mutually agreed upon place and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the authority and the consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

**9. Miscellaneous provisions:**

(i) Nothing contained in this contract shall be construed as establishing or creating between the parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any party to exercise right or power under this contract shall not operate as waiver thereof.

(iii) The consultant shall notify the authority of any material change in their status, in particular, where such change would impact on performance of obligations under this contract.

(iv) The consultant shall at all times indemnify and keep indemnified the authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the project.

(v) The consultant shall at all times indemnify and keep indemnified the authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees resulting from or by any action, omission or operation conducted by or on behalf of the consultant.

(vi) All claims regarding indemnity shall survive the termination or expiry of the contract.

## **LIST OF APPENDICES**

### **APPENDIX A – DESCRIPTION OF SERVICES**

This Appendix will include the Terms of Reference worked out by the authority and the Agency/Bidder, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by authority, etc.

### **APPENDIX B - REPORTING REQUIREMENTS**

List format, frequency and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

### **APPENDIX C – STAFFING SCHEDULE**

Include here the agreed negotiated staffing schedule including the engagement of sub-contractors, if any

### **APPENDIX D – TOTAL COST OF SERVICES**

Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable

### **APPENDIX E - DUTIES OF THE “AUTHORITY”**

Include here the list of services, facilities and property to be made available to the consultant by the authority.

### List of 93 Municipalities

Sl. No.	ULB	Sl. No.	ULB
1	Arambagh	69	Alipurduar
2	Baduria	70	Bansberia
3	Balurghat	71	Bishnupur
4	Bankura	72	Bongaon
5	Basirhat	73	Buniadpur
6	Beldanga	74	Dalkhola
7	Berhampore	75	Dankuni
8	Birnagar NADIA	76	Domkal
9	Bolpur	77	English Bazar
10	Budge Budge	78	Gangarampur
11	Chakdaha	79	Halisahar
12	Chandrakona	80	Haringhata
13	Contai	81	Jiaganj-Azimganj
14	Coochbehar	82	Kaliyaganj
15	Coopers' Camp	83	Krishnanagar
16	Dainhat	84	Mekliganj
17	Darjeeling	85	Mirik
18	Dhulian	86	Old Malda
19	Dhupguri	87	Purulia
20	Diamond Harbour	88	Taherpur
21	Dinhata	89	Tufanganj
22	Dubrajpur	90	Uluberia
23	Egra	91	Tamralipta
24	Garulia	92	Tarakeswar
25	Gayespur	93	Uttarpara-Kotrung
26	Ghatal		
27	Gobardanga		
28	Guskara		
29	Habra		
30	Haldibari		
31	Islampur		
32	Jalpaiguri		
33	Jhalda		
34	Jhargram		
35	Joynagar-Majilpur		
36	Kalna		
37	Kanchrapara		
38	Kandi		
39	Katwa		
40	Kharagpur		
41	Kharar		
42	Khirpai Midnapur		
43	Konnagar		
44	Kurseong		
45	Maheshtala		
46	Mal		
47	Mathabhanga		
48	Midnapore		
49	Murshidabad		
50	NDITA		
51	Nabadwip		
52	Nalhati		
53	New Barrackpore		
54	North Barrackpore		
55	Panskura		
56	Pujali		
57	Raghunathpur		
58	Raiganj		
59	Rajpur - Sonarpur		
60	Ramjibanpur		
61	Rampurhat		
62	Ranaghat		
63	Rishra		
64	Sainthia		
65	Santipur		
66	Sonamukhi		
67	Suri		