STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA INVITES PROPOSALS FOR

"Empanelling the Resource Organizations (ROs) to facilitate the formation of SHGs, their development and bank linkages, their federation at the area and city levels, training, capacity building, establishing links to ULBs, mitigate social, occupational and residential vulnerabilities and provide handholding support to all the SHGs/ALFs/CLFs for minimum two years as per Social Mobilization & Institution Development (SM&ID) component of National Urban Livelihood Mission (DAY-NULM)" in different Municipal Corporations, Councils and Committees of the State of Haryana.

Request for Proposal		
RFP No. NULM/SM&ID/2021/01	Dated : 10.11.2021	
Download of RFP document	: 10.11.2021	
Pre-Bid conference	: 16.11.2021	
Submission of Online Proposal	: 30.11.2021	
Opening of Technical Proposal	: 01.12.2021	

Released by

STATE URBAN DEVELOPMENT AUTHORITY, HARYANA, Bays No. 55-58 (2nd Floor), Sector-2, PANCHKULA

> Phone: 0172-2560316 E-Mail: suda.haryana@yahoo.co.in, Website: www.ulbharyana.gov.in

STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA

* This page has been left blank intentionally

Disclaimer	6
Invitation to Proposal	7
Datasheet	9
Definitions / Acronyms	10
1. Introduction	10-15
Project Background	10
1.1. Structure of RFP	10
2. Instructions to Bidders	11-15
2.1. General	11
2.2. Eligible Bidders	12
2.3. Pre – Qualification Criteria:	12
2.4. Sub – Contracting and Outsourcing	13
2.5. Bidder to Inform	13
2.6. Compliant Proposals/Completeness of Response	13
2.7. Proposal Preparation Costs	13
2.8. Pre-Bid Meeting and Clarifications	13
2.8.1. Bidders Queries	13
2.8.2. Pre-Bid Conference	14
2.8.3. Response to Pre-Bid Queries and Issue of Corrigendum	14
2.9. Bid Validity Period	
2.9. Did Validity Period	14
2.9. Bid Validity Period	
	14
2.10. Firm Prices	14 15
2.10. Firm Prices	14 15 15-21
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 	14 15 15-21 15
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 	14 15 15-21 15 15
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 	14 15 15-21 15 15 15 15
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 	14 15 15-21 15 15 15 15 15-16
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 	
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 3.5. Submission of Proposal 	
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid. 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 3.5. Submission of Proposal 3.6. Authentication of Bids 	14 15 15-21 15 15 15 15 16 16 16 16
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 3.5. Submission of Proposal 3.6. Authentication of Bids 3.7. Bidders Authorization 	14 15 15-21 15 15 15 15 16 16 16 16 16 17
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 3.5. Submission of Proposal 3.6. Authentication of Bids 3.7. Bidders Authorization 3.8. Amendment of RFP 	14 15 15-21 15 15 15 15 16 16 16 16 17 17
 2.10. Firm Prices	
 2.10. Firm Prices	
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid. 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 3.5. Submission of Proposal 3.6. Authentication of Bids. 3.7. Bidders Authorization 3.8. Amendment of RFP. 3.9. Deviations and Exclusions 3.10. Local Conditions 3.12. Late Bids. 3.13. Modification and Withdrawal of Bids. 	
 2.10. Firm Prices 2.11. Language 3. Key Requirements of the Bid. 3.1. Right to Terminate the Process 3.2.RFP Document Fees and Purchase of RFP Document 3.3.E-Tendering Portal e-Service Charges 3.4. Earnest Money Deposit (EMD) 3.5. Submission of Proposal 3.6. Authentication of Bids 3.7. Bidders Authorization 3.8. Amendment of RFP 3.9. Deviations and Exclusions 3.10. Local Conditions 3.11. Venue and Deadline for Submission of Proposals 3.12. Late Bids 	14 15 15 15 15 15 15 16 16 16 16 17 17 17 17 17 18 18 18

STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA

RFP for empanelling Resource Organizations under National Urban Livelihood Mission (NULM).
3.16. Contacting the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA
3.17. Bidder-related Conditions
3.18. Bid Submission19
3.19Contents of Bid on e-Tendering Portal19-20
3.19.1Physical Submission20
3.19.2 Technical Envelope20
3.19.3 Commercial (Financial/Price bid) Envelope20
3.20 Openings of Bids20
3.20.1 Opening of Physical Submission21
4. Evaluation of Bids21-27
4.1 Tender Opening21
4.2 Preliminary Examination of Bids22
4.3 Clarification of Bids22
4.4 Evaluation of Pre-Qualification Criteria22
4.5 Technical Bid Evaluation22-24
4.6 Commercial Bid Evaluation24
4.7 Award Criteria25
4.8 Right to Accept Any Proposal and Reject Any or All Bid(s)25
4.9 Right to Vary Scope of Contract25
4.10 Notification of Award25
4.11 Contract Finalization and Award25
4.12 Negotiations with the Successful Bidder25
4.13 Performance Bank Guarantee26
4.14 Signing of Contract26
4.15 Failure to Agree with the Terms and Conditions of the RFP27
5. Rejection Criteria
5.1 General Rejection Criteria
6. Commercial Rejection Criteria28
7. Annexure
7.1 Annexure-Pre-qualification Bid Forms28
7.1.1 Compliance Sheet for Pre-Qualification Proposal28
7.1.2 Earnest money Deposit EMD29
7.2Annexure- Technical qualification Bid Forms
7.2.1Technical Bid- Covering Letter
7.2.2Legal Constitution /Particulars of the Bidder32
7.2.3 Details of ineligibility for corrupt or fraudulent practices /blacklisted with any of the Government or Public Sector Units or Local Governments
7.2.4Financial Status (Annual Turnover)34
7.2.5 Details of Proposed Team composition
7.2.5.1 Curriculum Vitae (CV) for Proposed team
STATE LIRBAN DEV AUTHORITY HARYANA RAYS NO 11.14 SECTOR-4 PANCHKULA

	RFP for empanelling Resource Organizations under National Urban Livelihood Mission (NULM).
7.2	2.6 Agency must have undertaken similar assignments in the field of SHGs formation, Capacity Building and livelihood promotion in the ULBs of different States of India during in last five years (2016-17, 2017-18, 2018-19, 2019-2020, 2020-21)
7.2	2.7 Description of Appraoch, Methodology and Best Practice Awards
7.2	2.8 Training Infrastructure
7.2	2.9 Details of Quality and Training Module contents etc40
7.2	2.10 Annexure Technical Bid Format41
8.	Annexure C: Terms of Reference42-51
	8.1. Project Back ground42-46
	8.1.1 Scope of Work
	8.1.2 Outputs & Deliverables and Payment schedule
9.	Annexure - Format for Commercial proposal51
	9.1. Commercial Bid Cover Letter52
	9.2. Invoice Format
	9.3. Format for Performance Bank Guarantee54
	9.4. Draft of Contract Agreement

- 1. This Request for Proposal ("RFP") is issued by STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA.
- 2. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP.
- 3. This RFP is not a Contract and is neither an offer nor invitation by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- 4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The STATE URBAN DEV. AUTHORITY, HARYANA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA its employees and advisers make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- 5. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this RFP.
- 6. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA is bound to select a Bidder or to appoint the Selected Agency, as the case may be, for this project and the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
- 7. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA or its authorized officers reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
- 8. The RFP Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. This RFP Document is not intended to provide the basis for any investment decision and each Bidder must make its/their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA to give any information or to make any representation not contained in this RFP Document.

9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

Invitation to Proposal

STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA hereby invites online tender proposal from reputed, qualified and eligible consultants/Agencies/NGOs as per RFP document for "Empanelling the Resource Organizations (ROs) to facilitate the formation of SHGs, their development and bank linkages, their federation at the area and city levels, training and capacity building and establishing links to ULBs and to mitigate social, occupational and residential vulnerabilities as per Social Mobilization & Institution Development (SM&ID) component of National Urban Livelihood Mission (DAY-NULM), in different towns Haryana. The complete bidding document is available on https://www.etenders.hry.nic.in. Bidder is advised to study this RFP document carefully before submitting its proposal in response to the RFP Notice. Key dates of the RFP are as under:-

RFP No. NULM/SM&ID/2021/01	: Dated 10.11.2021
Cost of tender Document (To be deposited	d online): Rs. 5000/- (Rs. five thousand only)

Online Service charges (To be deposited online) Earnest money Deposit (in the form of BG)	 : Rs. 1180/- (Rs. One thousand one hundred eighty only) : Rs. 1,00,000/- (Rs. one lakh only) to be deposited in the form of Bank Guarantee in Favour of Mission Director, State Urban Dev. Authority, Haryana, Panchkula 	
Start date for RFP Download	: 10.11.2021	
Date of Pre-Bid Conference	: 16.11.2021	
Last date for RFP Download	: 23.11.2021	
Last date of online submission of bid	: 30.11.2021	
Date of opening of technical bids	: 01.12.2021	

Note: In case of holiday, the pre-bid meeting, date of submission of manual document (Envelope-A) and opening of technical bid shall be held on next working day.

Table 1 Data Sheet

Sr. No	Information	Details
1.	RFP Issuing Authority	STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA.
2.	RFP Issue Date	10.11.2021
3.	Availability of RFP documents	The RFP document can be downloaded from the e-Tendering Portal: <u>https://www.etenders.hry.nic.in</u>
4.	Non-Refundable Tender Cost	INR 5000/- (Indian Rupees Five Thousand only) to be paid at e-Tendering Portal: <u>https://www.etenders.hry.nic.in</u>
5.	Non- Refundable-Service Charges	INR 1180/- (Indian Rupees One Thousand One Hundred and Eighty only) to be paid at e-Tendering Portal: <u>https://www.etenders.hry.nic.in</u>
6.	Earnest Money Deposit (EMD)	INR, 1,00,000/- (Indian Rupees one Lac only) in form of Bank Guarantee as per format provided in Annexure of this RFP.
7.	Start Date of downloading RFP and publication of tender	Date: 10.11.2021 Time:9.00 am
8.	Last Date and Time for submission of Pre-bid Queries for Clarifications	Date: 16.11.2021 Time:12.00 Noon (only through email in EXCEL/Word document to E-Mail of concerned) Queries for Clarifications sent through any other medium shall not be considered.
9.	Date, Time and Venue of Pre-bid Conference	Date: 16.11.2021 Time: 3.00 pm Address: Conference Hall, Directorate of Urban Local Bodies Haryana, Bays No.11-14, Sector-4, Panchkula.
10.	Portal where responses to Pre-bid Queries shall be published	https://www.etenders.hry.nic.in
11.	End Date and time of downloading the RFP Document	Date: 23.11.2021 Time: 5.00 pm
12.	End Date and Time for submission of online bids	Date: 30.11.2021Time: 5.00 pmOnline submission of Proposal:https://www.etenders.hry.nic.in
13.	End date and time for the submission of Manual Document (Envelop-A)	Date:01.12.2021 Time: 1.00 pm Physical submission of physical documents (Envelope-A only). Mission Director, State Urban Development Authority, Haryana (SUDA,H) Bays 55-58, Sector-2, Panchkula, Haryana.
14.	Date, Time and Venue of opening of Proposals received in response to this RFP	Date: 01.12.2021 Time: 3.00 pm Mission Director, State Urban Development Authority, Haryana (SUDA,H) Bays 11-14, Sector-4, Panchkula, Haryana–134112.
15.	Project period	Initially for three years.
16.	Physical Submission in Envelope-A	 Proof of payment of RFP Document Fees at e-Tendering Portal Proof of payment of e-Services Charges at e-Tendering Portal Bank Guarantee of EMD (Original) Power of Attorney authorising the person for signing, submitting the bid. Affidavit for not black Listing.
17.	Technical Proposal Online Language	 Response to Pre-Qualification Criteria along-with the required supporting documents and all relevant Forms. Response to Technical Evaluation Criteria along-with the required supporting documents. Technical Proposal along with the required supporting documents and all relevant Forms. NOTE: To be submitted online only.

STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA

Sr. No	Information	Details
19.	Name and Address for communication	Mission Director, State Urban Dev. Authority, Haryana, Panchkula. Ph. No.: 0172-2560316
		E-mail: suda.haryana@yahoo.co.in
20.	Bid validity	Proposals/bids must remain valid up to 180 (One Hundred and Eighty) days from the Last Date of submission of the Bid (given in RFP schedule).
21.	Method of Selection	The method of selection is L-1.

Note: In case of holiday, the pre-bid meeting, date of submission of manual document (Envelope-A) and opening of technical bid shall be held on next working day.

RFP for empanelling Resource Organizations under National Urban Livelihood Mission (NULM). Definitions / Acronyms

Sr. No.	Term / Acronyms	Description
1.	SUDA,H	STATE URBAN DEVELOPMENT AUTHORITY, HARYANA
2.	Work	Complete Scope of Work (SoW).
3.	Agency	A specialized agency or a reputed NGO registered under appropriate Act.
4.	Agency's Representativ e	The person duly authorized by the agency responsible for all training aspects of the Contract on behalf of the Agency.
5.	Agency's Personnel	Any person instructed pursuant to this Contract to undertake any of the Agency's obligations under this Contract, including the Agency's employees, agents and sub-consultants.
6.	Client	Mission Director, State Urban Dev. Authority, Haryana, Panchkula.
7.	Client's Representativ e	Any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
8.	Agreement	The Agreement entered between the Client and the Agency, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
9.	GCC	General Conditions of the Contract.
10.	SCC	Special Conditions of Contract.
11.	Effective Date	The date on which the Agreement for this RFP comes into effect.
12.	EMD	Earnest Money Deposit.
13.	SLA	Service Level Agreement; Performance and Maintenance SLA table executed as part of the Master Service Agreement;
14.	e-Procurement portal	Means the Government of Haryana electronic tendering system listed at https://www.etenders.hry.nic.in
15.	GoI	Government of India.
16.	НО	Head Office.
17.	RFP	Request for Proposal.
18.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work.
19.	Bidder	The "Bidder" should be an entity that shall be eligible for bidding as per the criteria set forth in this RFP.

<u>SECTION – 1: INTRODUCTION</u>

1. Introduction

Project Background

The Government of India, Ministry of Housing and Urban Poverty Alleviation (UPA Division), restructured the Centrally Sponsored Scheme of Swarna Jayanti Shahari Rojgar Yojna (SJSRY) as National Urban Livelihoods Mission (NULM). The National Urban Livelihoods Mission (NULM) is to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful selfemployment and skilled wage employment opportunities for improvement in their livelihoods on a sustainable basis, by building strong grassroots level institutions of the poor.

However, for catalysing the formation of SHGs and their federations and to promote the financial inclusion of SHG members under NULM, autonomous registered agencies set up by State or Central Government or well-established long-standing federations of SHGs or non- government organizations may be engaged as Resource Organizations (RO). The Resource Organizations will facilitate the formation of SHGs and their development, bank-linkages, their federation at the area and city-levels, training and capacity building, and establishing links to ULBs. For more information, kindly refer to the

website uploaded on Ministry of Housing and Urban Poverty Alleviation and accessed from: http://mohupa.gov.i n/NULM Mission/NULM Mission.htm

NULM envisages mobilization of urban poor households into a three-tiered structure with Self-Help Groups (SHGs) at the grass-root level, Area Level Federations (ALFs) at the slum/ward level and City-level Federations (CLFs) at the city-level:

Self-Help Groups (SHGs)

Under NULM, Self-Help Groups of urban poor will be formed. Non-poor may be included as members in SHGs. SHGs are groups of 10 to 20 women or men who come together to improve their living conditions by group savings and loans. These groups need not be registered. Normally, women SHGs will be formed, however male SHGs of handicapped persons will be allowed to be formed. These groups conduct regular meetings where the savings of the group is collected into a corpus fund, which is used to provide short-term loans to the members. After some time when the credit requirements of the members increase, the Self-Help Group may approach to a bank for loan.

Federations of SHGs at the area and city-levels

An Area Level Federation (ALF) is an association of SHGs consisting of representatives from all member SHGs, with the objective of supporting member- SHGs, (guiding and monitoring the functioning of SHGs. and forming and training new SHGs.) The federation of SHGs is essential to deal with larger issues like bank linkage, Inter-group lending, and negotiating with higher level and to gain greater bargaining power over the rights and privileges of SHGs.

Membership of Area Level Federation

An Area Level Federation (ALF) may be formed with 10 to 20 SHGs covering an area of a ward or slum or such other geographical unit with a minimum of 2 members (nominated representatives) per SHG. However, the Urban Local Body (ULB) may decide the number of SHGs in a federation as per the local conditions. An ALF should be registered as a society/an association under the relevant law of the State.

The ALFs will come together to form a City-level Federation (CLF). It is expected that each city will have at least one CLF. The CLFs should be registered as societies/association under the relevant law of the State. All ALFs in a city should be represented at the CLF. Bigger cities may have more than 1 CLF based on the size and population. The CLF is expected to work with ALFs, member SHGs, city administration and financial institutions to ensure social and economic empowerment of the urban poor.

Structure of RFP

STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA invites online bids from eligible training institute or a specialized agency or a reputed NGO (hereafter referred as "Bidders") to facilitate the formation of SHGs, their development and bank linkages, their federation at the area and city levels, training, capacity building, establishing links to ULBs, mitigate social, occupational and residential vulnerabilities and provide handholding support to all the SHGs/ALFs/CLFs for minimum two years as per Social Mobilization & Institution Development (SM&ID) component of National Urban Livelihood Mission (DAY-NULM)"in different Municipal Corporations, Councils and Committees of Haryana as Scope of Work detailed Terms of Reference (ToR) of the RFP.

2. Instructions to Bidders

2.1.General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by the Successful Bidder may be treated as contractually binding on the Bidder after successful award of the engagement is made on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may cancel this

public procurement at any time prior to a formal written agreement being executed by or on behalf of the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA.

- d) This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
- e) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA invites proposals ("Bids") to this Request for Proposal ("RFP") from prospective Bidders for "training providing consultancy for providing training in (ULB Name/Names) as described in the Scope of Work in this RFP.
- f) The tenure of the Contract of the Successful Bidders shall be as defined in the Scope of Work in this RFP.
- g) Except documents to be submitted manually, no other document will be considered in case, submitted manually.
- h) Bidders are advised to study the tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

NOTE:

All MSEs as defined in Haryana State Public Procurement Policy for MSMEs notified vide GO No. 2/2/2016- 4IBII (1), dated 20.10.2016 and amended from time to time are exempted from payment of tender free subject to the fulfilment of the conditions as per the eligibility. Further relaxation as mentioned in GO No.2/2//2016-4IBII(1), dated20.10.2016 will also be applicable.

2.2.Eligible Bidders

- (1) Consortium/Joint Venture is not allowed.
- (2) The Bidder must be a Firm/Company/NGO should be formed/ constituted and registered under appropriate Act, which has the capabilities to deliver the entire scope as mentioned in the RFP. The Bidder cannot bid as a part of any other consortium bid under this RFP.
- (3) Bidder can only submit one proposal. If Bidder submits or participates in more than one proposal, such proposal shall be disqualified.

Sr. No.	CRITERIA	SUPPORTING DOCUMENTS	
1	The Agency/Firm/Company/NGO should be formed/ constituted and registered under appropriate Act and have completed 5 years as on 31-03-2021 after its registration. Proof of registration as a legal entity must be submitted. The Agency should valid PAN and GST No.	Copies of certificates of incorporation/registration. (Please refer Annexure 7.2.2)	
2	Bidder must not be under a declaration of ineligibility/ banned/blacklisted by any State or Central Government/any other Government institution in India for any reason(s) as on last date of submission of the Bid or convicted of economic offence in India for any reason(s) as on last date of bid submission.	• Affidavit duly Notarised (Please refer Annexure 7.2.3.)	
3	Bidder must have minimum average turnover of Rs. 25.00 lakh in last 5 years (2016-17, 2017-18, 2018-19, 2019-2020, 2020-21) as per format prescribed in Annexure.	Certified by Chartered Accountant. (Please refer Annexure 7.2.4).	
4	The Agency should have proper qualified and experience team of at-least four persons etc. for execution and managing the assigned work/project	Details of qualified and experience team along with their CVs duly attested by the bidder agency. (Please refer Annexure 7.2.5 and 7.2.5.1)	
5.	The Consulting Agency must have undertaken minimum of one similar assignment in the field of SHGs formation, Capacity Building and livelihood promotion in any ULB of any State in India.	Copy of Work order/Contract Agreement+ Experience Certificate/ Phase completion certificate issued by the officer not below the rank Executive Officer/Secretary of concerned ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that	
		qualifies shall be provided)	

2.3.Pre – Qualification Criteria:

2.4.Sub-Contracting and Outsourcing

Sub-contracting and outsourcing shall **NOT** be allowed as part of this Project.

2.5.Bidder to Inform

Bidder shall be deemed to have carefully read this RFP document. If a Bidder has any doubt regarding the meaning of any portion of the RfP then they shall, before the Last Date for submission of Pre-bid Queries for Clarifications, set forth the particulars thereof, and submit them to the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA in writing through email (in EXCEL/Word document) in order that such doubt may be removed.

2.6.Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, Forms, Terms and Conditions, Requirements and other information published in these RFP documents carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the entire RFP document with full Phone: 0172-2560316
- b) E-Mail: suda.haryana@yahoo.co.in,
- c) Website: <u>www.ulbharyana.gov.in</u> understanding of its implications.
- d) Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of documentation specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

2.7.Proposal Preparation Costs

- a) Bidder shall be responsible for all costs incurred in connection with participation in the procurement process in regards with this RFP, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of proposal, in providing any additional information required by STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA to facilitate the Bid Evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- b) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

2.8.Pre-Bid Meeting and Clarifications

2.8.1. Bidders Queries

- i. Any clarification regarding the RFP document and any other items related to this Project/ engagement can be submitted to the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA as per the submission method and in accordance within timelines specified in the Datasheet.
- ii. Any requests for clarifications after the indicated Date and Time shall **NOT** be entertained by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA. Further, the State Urban Dev. Authority, Haryana reserves the right to issue clarifications to Pre-bid Queries for Clarifications received.
- iii. Pre-bid Queries for Clarifications of only those Bidders shall be considered who submit the same through e-mail provided in the Datasheet. Pre-bid Queries for Clarifications received through any other medium shall **NOT** be considered for issuing clarifications.
- iv. It shall be **MANDATORY** to submit Pre-bid Queries for Clarifications in; both, PDF and Excel/Word format (editable), along with Name and details of the Organization submitting the Pre-bid Queries for Clarifications as specified below.
- v. Format for submission of Pre-bid Queries for Clarifications:

RFP for empanelling Resource Organizations under National Urban Livelihood Mission (NULM). Name of Person(s) Representing the Agency:

Name of Person	Designation	Email-ID(s)	Tel. Nos. &Fax Nos.

S. No	RFP Document Reference (s) (Page No. and Section No.)	Content of RFP requiring Clarification	Points Clarification	of
1.				
2.				
3.				
4.				

vi. Bidders shall ensure that there is no difference between the Pre-bid Queries for Clarifications submitted in PDF and Excel/Word format (editable). Pre-bid Queries for Clarifications that have a difference between the PDF and Excel format (editable) shall NOT be considered for issuing clarifications.

2.8.2. Pre-Bid Conference

The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall hold a pre-bid meeting with the prospective bidders as specified in the Datasheet.

2.8.3. Response to Pre-Bid Queries and Issue of Corrigendum

- a) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will publish their responses to the Pre-bid Queries for Clarifications after the Pre-bid Conference.
- b) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will endeavour to provide timely response to all Pre-bid Queries for Clarifications received. However, the SUDA, H makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the SUDA, H undertake to answer all the Pre-bid Queries for Clarifications that have been posed by the Bidders.
- c) At any time prior to the Last Date of submission of Bids, the SUDA, H may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the RFP document through a Corrigendum.
- d) The Corrigendum (if any) and Clarifications to the Pre-bid Queries from all Bidders shall be published on the e-Tendering Portal.
- e) Any such Corrigendum shall be deemed to be incorporated into this RFP.
- f) In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may, at its discretion, extend the Last Date of submission of Bids.
- g) Notifications regarding extensions, Corrigendum, will be published on the e-Tendering Portal specified in the Datasheet and there shall be no paper advertisement.

2.9. Bid Validity Period

Bid shall remain valid for the time period specified in the Datasheet. In exceptional circumstances, at its discretion, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may solicit the Bidder's consent for an extension of the Validity Period. The request and the response to such solicitation shall be made in writing by Bidders.

2.10. Firm Prices (please refer to Clause 3.19.3-No need to quote commercial bid)

- a. Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b. Commercial Bid shall be quoted by including all types of applicable taxes.
- c. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax shall be borne by the successful bidder.
- d. All payments to System Partner shall be subject to deduction of taxes at source as per applicable laws at the time of payment.
- e. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.

2.11. Language

The proposal should be filled by Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language shall be provided. The translation shall be duly attested by the relevant the Bidder submitting the documentary evidence. For purposes of interpretation of documents, the English translation shall govern.

3. Key Requirements of the Bid

3.1.Right to Terminate the Process.

- a) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may terminate the procurement process at any time and without assigning any reason(s). The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA. Bidder's participation in this process may result in the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA selecting the Bidder to engage towards execution of Contract.

3.2.RFP Document Fees and Purchase of RFP Document.

- a) Bidders shall download the RFP document from the e-Tendering Portal as mentioned in the Datasheet provided in this RFP. Downloading of the RFP documents shall be carried out strictly in accordance with instructions provided on the e-Tendering Portal.
- b) RFP Document Fee shall be paid online as specified in the Datasheet provided in this RFP.
- c) Bidders are advised to maintain a copy of payment of their RFP Document Fee for future reference.
- d) Without the payment of the RFP Document Fee at the e-Tendering Portal and EMD, Bids shall be construed as incomplete and non-responsive, and shall not be considered for further evaluation– i.e. such Bids shall be rejected.
- e) RFP Document Fee is non-refundable and shall not be exempted for any category of Bidders.

3.3.E-Tendering Portal e-Service Charges.

- a) Bidders shall be required to pay e-Tendering Portal, e-Service Charges as specified in the Datasheet provided in this of the RFP along with their Bids. Bidders shall note that e-Tendering Portal e-Service Charges have to be paid with every Bid submitted by the Bidder on the e-Tendering Portal specified in the Datasheet provided in this RFP.
- b) Payment of e-Tendering Portal e-Service Charges shall be through online mode at the facility made available on e-Tendering Portal.
- c) Instructions required to make payment of e-Tendering Portal e-Service Charges shall be available on e-Tendering Portal.
- d) Bidders are advised to maintain a copy of payment of their e-Tendering Portal e-Service Charges for future reference.
- e) E-Tendering Portal e-Service Charges are non-refundable and shall not be exempted for any category of Bidders.

3.4.Earnest Money Deposit (EMD)

- a) EMD of value specified in Data sheet provided in this RFP shall be paid in the form of Bank Guarantee as per format provided in Annexure-6.1.2 of this RFP. No exemption shall be granted to any category of Bidders from submitting the EMD. EMD in any other form/format will **NOT** be entertained.
- b) While making the EMD payment, the bidder is required to select YES under exemption column and has to upload the copy of Bank Guarantee against the provided column.
- c) Bidders shall submit hardcopy (in original duly certified by the concerned bank) of the EMD Bank Guarantee as specified in the Datasheet provided in this RFP and softcopy of the same shall be uploaded online at the e-Tendering Portal as part of the proposal that are submitted by Bidders in response to this RFP. The EMD is required to protect the STATE URBAN DEV.

AUTHORITY, HARYANA, PANCHKULA against the risk of Bidders conduct, which would warrant the EMD forfeiture.

- d) EMD Bank Guarantee shall be valid for at least 180 days after the Last Date of submission of Bid. Bank Guarantees submitted as EMD shall be verified independently by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA in writing from respective Banks under intimation of bidder(s) before finalisation of results of Technical Evaluation. In the event of not receiving a confirmation of issue of the Bank Guarantee by respective Bank within 15 days of issue of letter, bids of such bidders shall stand disqualified.
- e) EMD of Bidders declared non-responsive in Preliminary Examination of Bids will be returned within 30 days after completion of Preliminary Examination of Bids.
- f) EMD of technically disqualified Bidders would also be returned within 07 days after notification of results of Technical Evaluation.
- g) EMD of all unsuccessful bidders (after Commercial Bid Evaluation) would be refunded by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA within 07days of signing of Contract/Agreement.
- h) EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee and signing of Contract Agreement, by the Successful Bidder.
- i) EMD shall be interest free and shall be refundable to Bidders without any accrued interest on it.
- j) In case a Bid is submitted without the EMD, then the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will reject the Bid without providing opportunity for any further correspondence to the concerned Bidder.
- k) The EMD may be forfeited in case:
 - A Bidder withdraws their Bid during the period of Bid Validity.
 - If the Successful Bidder fails to provide the Performance Bank Guarantee as specified at the time of signing of the Agreement.
 - If the Successful Bidder fails to sign the Agreement in accordance with this RFP within 21 days from the issue of Letter of Intent (LOI) by the SUDA, H.
- NOTE: All MSEs as defined in Haryana State Public Procurement Policy for MSMEs notified vide GO No. 2/2//2016-4IBII (1), dated 20.10.2016 and amended from time to time are exempted from payment of tender free subject to the fulfilment of the conditions as per the eligibility. Further relaxation as mentioned in GO No.2/2//2016-4IBII(1), dated 20.10.2016 will also be applicable.

3.5.Submission of Proposal

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
- Physical submission of documents listed in this RFP as specified in the Datasheet provided in this RFP)
- Pre-Qualification Proposal (Online submission at e-Tendering Portal as specified in the Datasheet provided in this RFP)
- Technical Proposal (Online submission at e-Tendering Portal as specified in the Datasheet provided in this RFP)
- Commercial Proposal (Online submission at e-Tendering Portal as specified in the Datasheet provided in this RFP)
- b) Please note that prices/discounts/financial counter-offers/reference to Commercial Model shall not be indicated in the Technical Proposal. These details shall be indicated in the Commercial Proposal **ONLY**.

3.6.Authentication of Bids

a) The Proposal should be accompanied by the Power of Attorney authorising the person for signing, submitting the bid Hardcopy of the afore-specified Power of Attorneys shall be submitted as specified in the Datasheet and the softcopy of the same shall be uploaded online at the e-Tendering Portal as part of the Proposal that are submitted by Bidders in response to this RFP.

3.7.Bidders Authorization

a) "Bidder/(s)" as used in this RFP document shall mean the one who has signed the Bid/ Proposal document/Tender Forms. The Bidder/(s) may be either the Principal Officer or

<u>STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA</u>

his/her duly Authorized Representative. In either cases, he/she shall submit a Power of Attorney to substantiate his/her position as Bidder on behalf of the Bidding Entity. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the Principal Officer or his/her duly Authorized Representative and whose Power of Attorney has been submitted as part of the Proposal in response to this RFP and in accordance with the instructions specified in this RFP.

- b) Authorization shall be indicated by the Bidding Entity in written through a Power of Attorney accompanying the Bid.
- c) Any change in the Principal Officer or his/her duly Authorized Representative appointed as "Bidder" by the Bidding Entity shall be intimated to the SUDA, H in advance.

3.8.Amendment of RFP

- a) At any time prior to the Deadline (Last Date and Time) for submission of Bids, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA, for any reason(s), may modify the RFP by amendment. Such amendments/(s) shall be notified to all Bidders by publishing the same on e-Tendering Portal as specified in the Datasheet provided in this RFP. There shall be NO written or email communication/advertisement in newspapers in respect to amendments to this RFP. It shall be the prospective Bidders' responsibility to check the e-Tendering portal for any amendments to this RFP until the Last Date and Time for submission of Bids.
- b) Any amendment/(s)to this RFP shall be binding on all Bidders.
- c) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA at its discretion, may extend the Deadline (Last Date and Time) for submission of Bids. There shall be **NO** written or email communication/advertisement in newspapers in respect to amendments to this RFP. It shall be the prospective Bidders' responsibility to check the e-Tendering portal for any amendments to this RFP until the Last Date and Time for submission of Bids.
- d) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the right to change the Scope of Work before opening of the Commercial Bids. In this case, the SUDA, H will release a Corrigendum/Clarification and request the technically qualified Bidders to resubmit their Commercial Bids. Such Corrigendum/Clarification shall be notified to all technically qualified Bidders through email to Authorized Signatory of the bidder and by publishing the same on e-Tendering Portal as specified in the Datasheet provided in this RFP. There shall be **NO** advertisement in newspapers in respect to Corrigendum/Clarification related to change of Scope of Work before opening of Commercial Bids.

3.9.Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements, and Terms &Conditions specified in this RFP. **NO** Deviations and Exclusions to the RFP are allowed.

3.10. Local Conditions

- a) It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and / or the cost.
- b) Bidders are expected to obtain for themselves, on their own responsibility, all relevant information that may be necessary for preparing the Bid and entering into Contract. Obtaining such information shall be at Bidders' own cost.
- c) Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for the providing services before entering into Contract will in no way relieve the Successful Bidder from performing any work in accordance with these RFP documents.
- d) It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of Contract as described in these RFP documents. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall not entertain any request for clarification / relaxation from Bidders regarding such conditions.
- e) It is the responsibility of Bidders that such factors have properly been investigated and considered while submitting the Bid Proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under these RFP documents will be entertained by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA on account of failure of Bidders to appraise themselves of local laws and site conditions.

3.11. Venue and Deadline for Submission of Proposals

- a) Bids/Proposals, in their complete form and accurate in all respects as specified in this RFP, must be submitted online to the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA at the e-Tendering Portal specified in the Datasheet provided in this of the RFP.
- b) Submission of physical documents shall be in accordance with details specified in this RFP, and shall be at the venue and as per timeline specified in the Datasheet provided in this RFP.

3.12. Late Bids

- a) Bids submitted after the Last Date and Time of Submission of Bids specified in the Datasheet provided in this RFP (including the extended period through Amendment/Corrigendum; if any) will not be accepted by the e-Tendering Portal (specified in the Datasheet provided in this RFP) and hence will automatically be rejected. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall not be responsible for any delay in the online submission of Bids.
- b) Documents requiring physical submission received after the Last Date and Time of Submission of Bids specified in the Datasheet provided in this RFP (including the extended period through Amendment/Corrigendum; if any) for any reason whatsoever, shall not be entertained. STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall **NOT** be responsible for any postal delay or non-receipt/non-delivery of the documents. Bidders are shall ensure that an acknowledgment for documents submitted physically is received by them upon submission of documents. Bidders are further expected to maintain this acknowledgement throughout the Bid Evaluation process.
- c) Bids submitted by any method other than that specified in this RFP (including telex/telegram/fax/e-mail etc.) shall not be considered for Bid Evaluation process. No correspondence will be entertained on this matter.
- d) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the right to modify and amend any of the afore-specified condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.13. Modification and Withdrawal of Bids

- a) **NO** Bid may be altered/modified after submission to the State Urban Dev. Authority, Haryana. Unsolicited correspondences in this regard from Bidders will not be considered.
- b) **NO** Bid may be withdrawn in the interval between the Last Date of submission of Bids and the expiry of the Bid Validity Period specified by the Bidders in their Bids.
- c) Withdrawal of Bids during this interval may result in forfeiture of the respective Bidder's EMD.

3.14. Reveal of Prices

Prices/discounts/financial counter-offers/reference to Commercial Model shall **NOT** be revealed in any form or for any reason before opening the Commercial Bid.

3.15. Address of Correspondence

- a) Bidders shall designate the Authorized Signatory as the Contact Person to whom all correspondences shall be sent. For purpose of this RFP, Authorized Signatory of the bidder shall be designated Contact Person with whom all correspondences shall be conducted.
- b) Contact details including official mailing address, phone number, mobile number and e-mail ID of the designated Contact Person to whom all correspondence shall be sent by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall be specified in the Bid submitted by the Bidder in response to this RFP.

3.16. Contacting the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA

- a) NO Bidder shall contact the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA on any matter relating to their Bid in response to this RFP, from the time of Technical Bid Opening to till the time Contract is awarded to the Successful Bidder.
- b) Any effort by Bidders to influence the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA'S Bid Evaluation process, Bid comparison or Contract Award decisions shall result in the rejection of the respective Bidders 'Bids.

3.17. Bidder-related Conditions

- a. The successful bidder will have to follow the COVID-19 protocol during the training period.
- b. The Training Schedule will be provided in advance to the concerned ULB and training shall be conducted as scheduled approved by CMC/DMC of concerned town/District.
- c. The IEC Module will be finalised with the approval of competent authorities.
- d. The bidder shall prepare the bid based on details provided in the RFP documents. It must be clearly understood that the quantities and specifications that are included in the RFP document are intended

to give the bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA.

- e. The bidder is expected to ensure that the bid proposed by him meets the functional requirements, conceptual design, performance requirements and other RFP requirements. Performing of any activity required to design an optimal solution shall be at bidder's own cost.
- f. The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
- g. The bidder must propose a solution best suited to meet the requirements of the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this RFP document, are required to be made to meet the conceptual design and/or requirements of RFP, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- h. STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- i. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of RFP, the bidder shall revise the required specifications and/or quantities as proposed by the bidder in his bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the contract price, at no extra cost to STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and without any impact to STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA whatsoever.
- j. It is mandatory to provide the break-up of all components in the format specified in the RFP. In no circumstances shall the commercial bid be allowed to be changed/modified.

3.18 Bid Submission

- 1. Bidder should do Online Enrolment in the e-tendering Portal. The Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.
- 2. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
- 3. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 4. The bidder must submit the bid documents in online mode only, through the e-tendering portal.
- 5. After the bid submission, the bid summary must be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 6. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

Section #	Envelop Reference	Response
1	Physical Submission of Envelope-A (at Venue indicated in Datasheet, prior to Last Date and Time of submission of Bid)	Tendering Portal • Proof of payment of e-Tendering Portal e-Services
2	Technical online only	 Response to Pre-Qualification Criteria along with the required supporting documents and all relevant Forms.

3.19 Contents of Bid on e-Tendering Portal

		•	Response to Technical Evaluation Criterion along with the required supporting documents. Technical Proposal along with the required supporting documents and all relevant Forms.
3	Commercial Online only		Not required for empanelment.

NOTE: Bidders shall adhere to all formats and instructions provided in this RFP. In case of deviations in formats, section headings and any other instructions provided, Bids submitted by Bidders shall be liable to be treated as non-responsive.

3.19.1Physical Submission

Bidders shall be required to submit documents specified in this RFP physically in hardcopy format. Bidders are expected to place only the required documents in a sealed Envelope and submit.

Bidders shall note that NO additional documents shall be submitted in this sealed Envelope except those that are specified in this RFP. Failing to comply with this requirement may lead to rejection of their Bids.

3.19.2Technical Envelope

Bidders shall be required to prepare response to Pre-Qualification Criteria, response to Technical Evaluation Criteria and a Technical Proposal as detailed out in Annexure provided in this RFP. Bidders shall upload all the relevant documents in Online Technical Envelope in PDF format. If required Bidders can zip documents and then uploaded. These documents need to be digitally signed using a Digital Signature and be uploaded during Online Bid Preparation stage. Bidder shall submit all the supporting documents as mentioned in the Technical Bid Evaluation mentioned this RFP.

3.19.3Commercial (Financial/Price bid)

As per para 4.3 of SM&ID-NULM guidelines, an amount of Rs.10,000/- (including all types of applicable taxes, duties, etc. from time to time) can be spent per SHG for its formation& federating all the SHGs at area and city level, hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

This is the maximum permissible limit of expenditure, which can be incurred for formation of Self-Help Groups and federating them at area and city level, which includes opening bank accounts, financial inclusion, credit linkages training, adoption and perfection in carrying out each activity of PANCHSUTRAS, releasing of Revolving Fund & hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

Thus, the bidders are not required to make financial bid for the empanelment under this RFP.

3.20 Openings of Bids

- a) Bids that are submitted online successfully shall be opened online as per date and time specified in the Datasheet provided in this RFP, through e-Tendering procedure in presence of representatives of Bidders.
- b) Bidders' representatives who are present at the event shall sign a register/attendance sheet evidencing their attendance. Not more than two representatives per applicant shall be permitted to be present at the time of Technical and Commercial Bid Opening.
- c) Bids submitted without EMD and other specified documents in hard copy shall be summarily rejected. Only those Bids for which EMD and other specified documents are received in hardcopy shall be eligible for opening.
- d) Total transparency shall be observed and ensured while opening of Bids.
- e) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the rights at all times to postpone or cancel a scheduled Bid Opening event.
- f) Bid opening will be conducted in two stages:
- i. In the first stage:
 - Envelopes of hardcopies of EMD and other specified documents shall be opened.
 - Technical Proposals of those Bidders whose EMD and other specified documents are not received in hardcopy shall NOT be opened.

- ii. In the second stage, Technical Proposal of ONLY those Bidders who qualify as per the Pre-Qualification criterion specified in this RFP shall be opened.
- iii. In third Stage, Commercial Bids of Only those Bidders will be opened who secure 70 percent in Technical evaluation.
- g) In the event of a Bid Opening event being declared a holiday, Bids shall be opened at the same time and location on the next working day. In addition to this, if representatives Bidders remain absent, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall continue the Bid Opening process and open Bids of Bidders in accordance with the procedure specified in this RFP.
- h) During Technical Bid Opening, preliminary scrutiny of documents submitted in Technical Proposal shall be conducted to determine whether they are complete, whether required EMD and other specified hardcopy documents have been furnished, whether documents have been properly signed, and whether Bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA has the right to reject any bid after due diligence is done.

3.20.1 Opening of Physical Submission

- a) Initially names of all Bidders who have submitted documents physically shall be noted by the Tender Opening Authority and Preliminary Examination of contents of all sealed Envelopes shall be conducted.
- b) If documents contained in the sealed Envelope submitted physically do not meet the requirements specified in this RFP are found to be missing, a note will be recorded accordingly by the Tender Opening Authority and the respective Bidder's Technical Envelope shall not be considered for further action.
- c) Decision of the Tender Opening Authority shall be final in this regard.
- d) All documents submitted by Bidders shall be closely scrutinized for compliance with requirements specified in this RFP following the Technical Bid Opening session.

<u>SECTION – 4:</u> EVALUATION OF BIDS

4. Evaluation of Bids

- a) Inability of Bidders to submit requisite supporting documents/documentary evidence, may lead to rejection of their Bids. Bidders' Technical Proposal shall be evaluated in accordance with the Technical Bid Evaluation criteria specified in this RFP. Bidders are required to submit all required documentation in support of their response to the Technical Bid Evaluation criteria specified (e.g. detailed Project citations and completion certificates, client contact information for verification, profiles of Project resources and all others).
- b) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the right to conduct Reference Check of the Past Experiences stated by Bidders in their Bids. It shall be obligatory for Bidders to assist the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA in every form specified in undertaking the Reference Check. Any feedback received during the Reference Check shall be taken into account during the Technical Evaluation process.
- c) Decision of the Tender Evaluation Committee in the evaluation of responses of Bidders to this RFP shall be final. **NO** correspondence outside the process of negotiation/ discussion with the Committee shall be entertained.
- d) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may ask for meetings with the Bidders to seek clarifications on their Bids.
- e) The Tender Evaluation Committee reserves the right to reject any/all Bids based on any deviations without assigning any reason thereof.
- f) Responses of each Bidder shall be evaluated as per the criterions and requirements specified in this RFP.

4.1 Tender Opening

- a) Bids submitted as per timelines specified in the Datasheet provided in this RFP shall be opened by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA in the presence of Bidders' representatives present at the time of Bid Opening events.
- b) For attending the Bid Opening events, representatives of Bidders are advised to carry:
 - An identity card/a letter of authority from the Bidding Entity
 - Acknowledgements for Bid Submission and physical submission of hardcopies.

STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA

- c) There will be three Bid Opening events:
 - Pre-Qualification Documents (documents submitted physically)
 - Technical Bid Opening
 - Commercial Bid Opening
- d) Venue, date, and time for opening Technical Proposals shall be as indicated in the Datasheet in this RFP whereas venue, date and time of opening of Commercial Bids shall be communicated to technically qualified Bidders ONLY.
- e) Commercial Bids of only those Bidders shall be opened who score equal to or more than the required Qualifying Marks in Technical Bid Evaluation process.

4.2 **Preliminary Examination of Bids**

The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall examine Bids to determine whether they are complete, whether all required documents have been properly signed, and whether Bids are generally in order. Any Bids found to be non-responsive for any reason or those found to be not meeting any criteria specified in this RFP, will be rejected by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and shall not be considered for further consideration.

Preliminary Examination of Bids shall be held and Bids shall be treated as non-responsive, if Bids are:

- Not submitted in format as specified in this RFP document
- Received without the required Letter of Authorization/(s) (Power of Attorney/(s))
- Found with suppression of details
- With incomplete information, subjective, conditional offers, and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in this RFP
- With lesser validity period

4.3 Clarification of Bids

During Bid Evaluation process, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may at its discretion, ask Bidders for a clarification in regards with their Bids. Request for clarification from the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and its response from Bidders shall be conducted in writing through email, and no change in the price or substance of the submitted Bids shall be sought, offered, or permitted. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA is entitled to ask for clarifications as many times as possible from Bidders to the satisfaction of the Tender Evaluation Committee. However, no additional document will be accepted and entertained.

4.4 Evaluation of Pre-Qualification Criteria

- a) Evaluation of Pre-Qualification Criteria shall be the first step in the Bid Evaluation process. Evaluation of Pre-Qualification Criteria shall be conducted after Preliminary Examination of Bids is completed.
- b) In this part, responses submitted by Bidders to Pre-Qualification Criteria shall be reviewed for determining the eligibility of Bidders for this Project. Evaluation shall be conducted in accordance with the Pre-Qualification Criteria specified in this RFP.
- c) In case of **NO** response by Bidders is received to any of the Pre-Qualification Criteria specified, and then such Bidders shall be disqualified from Bid Evaluation process.
- d) Bidders are expected to follow instructions specified in this RFP for responding to the Pre-Qualification Criteria. Responses not found to be as per instructions specified in this RFP shall be liable to be rejected and may lead to disqualification of the respective Bidder from Bid Evaluation process.

4.5 Technical Bid Evaluation

- a) In this part, the technical bid will be reviewed for determining the eligibility of the bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this RFP.
- b) In case of no response by the bidder to any of the requirements about the contents of the Technical Bid, he shall not be assigned any marks for the same.
- c) Technical bid of the bidder shall be opened and evaluated for acceptability. The bidders shall respond to the requirements as explained below for their evaluation about experience and qualification. Also, the bidder shall refer and respond to all requirements as mentioned in the RFP document.
- d) The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 70% will be considered as technically qualified.

Technical Evaluation shall be done on the basis the following parameters.

e)								
Sr.	Evaluation Criteria				Max. Marks	Marks		
	Agei			ertaken similar	25	Up to 01 ULBs	00 Marks	
	Capa	acity Buil	ding and liveliho	SHGs formation, od promotion in f India during in		Above 01 but below 0 ULBs	3 10 Marks	
1.	last	five yea	rs (2016-17, 20	17-18, 2018-19,		Above 03 but below 0 ULBs		
	2019-2020, 2020-21) (Please refer Annexure 7.2.6)					Above 06 but below 1 ULBs	.0 20 Marks	
						Above 10 ULBs	25 Marks	
2				der Agency in last	25	Up to 25.00 lakh	00 Marks	
	2020	0, 2020-2		2018-19, 2019-		50.00 lakh	to 10 Marks	
	(Pie	ase refer	Annexure 7.2.4)			between Rs 50.00 to 75.00 lakh	15 Marks	
						between Rs 75.00 to 100.00 lakh	20 Marks	
			· ·			Above Rs. 100.00 lakh	25 Marks	
3	Auth	nority.		ender Evaluation	20	Assignment	of 05 Marks	
	(Ple	ase refer	Annexure 7.2.7)			Personnel schedule/ tear deployment strategy	m 05 Marks	
					Methodology and Wor Plan	rk 05 Marks		
						Best practices	05 Marks	
				development of		Below 50 SHGs	0 Marks	
	Self-Help Groups in last five years (2016-17, 2017-18,2018-19,2019-2020,2020-21)				Between 50 to 100 SHG	s 05 Marks 10 Marks		
4.		(Please refer Annexure 7.2.6)		10	Above 100 SHGs	10 Marks		
		n Compos	sition at State lev			Sr. Expert Title Mark	s As per	
	S. N.	Expert Title	Qualification and Skills	Experience		No.	eligibility	
	1.	Team	Graduate or			1.Team Leader2.52.Training2.5		
		Leader/	equivalent in Sociology/ Social			Expert		
			Work/Economics/	of Project		3. Financial 2.5 expert		
			other relevant disciplines	management of similar projects of at least 3 Years		4. MIS Expert 2.5		
	2. Training Graduate or At least 03years equivalent degree experiencein in Psychology/ Sociology/ Social							
	worker worker 3. Financial expert • Degree in Commerce in /B.Com/ relevant field. At least 03 years' experience in relevant field.							
	4.	MIS Expert	Graduate (computer science) or BCA from government recognized institute	At least 03 years' experience in relevant field.				
5.	(Plea	ase refer A	/ university nnexure 7.2.5 and 7	.2.5.1)	10			
			astructure Project			Min. 2 set of Projectors wi	th	
		er etc.				Audio system.		
6.	(Plea	ase refer A	nnexure 7.2.8)		5	(copy of the invoice Purchase Bill in the name bidder agency)	'	
			ining Module Con	tents etc.				
7.	(Plea	ase refer A	nnexure 7.2.9)		5		05 Marks	
	тот	AL			100		100 Marks	

Note (with respect to Technical Evaluation Criteria): Wherever there is problem in providing citations as part of the total project due to non-availability of such details in the completion certificates received from the client, Bidder may provide a certificate from an independent auditor who can be a Charted Accountant. The certificate should include the list of citations and its scope of work. Bidder shall have to provide an undertaking to this effect. Even in case of availing the afore-mentioned provision, Bidder shall necessarily have to provide completion certificates/On-going certificate of the project as a whole.

f) Supporting documents required:

	Eva	luation C	Criteria	Supporting documents required	
1.	field pror last	l of SHG notion in	have undertaken simila s formation, Capacity B the ULBs of different St rs (2016-17, 2017-18,	Copy of Work order/Contract Agreement + Experience Certificate/ Phase completion certificate issued by the officer not below the rank Executive Officer/Secretary of concerned ULB/Authority. (Please refer Annexure 7.2.6)	
					(Please attach only those experiences that qualifies shall be provided)
2			ual turnover of bidder Ag 17-18, 2018-19, 2019-2		Certified by Chartered Accountant.
2	A	waaala Mu	athedalaass and Deet Du		(Please refer Annexure 7.2.4).
3	App agei		ethodology and Best Pra	actices of the blading	(Please refer Annexure 7.2.7)
				Copy of Work order/Contract Agreement+ Experience Certificate/ Phase completion certificate issued by the officer not below the rank Executive Officer/Secretary of concerned	
<u>4.</u> 5.	Grou 202	ups in las 0,2020-2:			ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided)
	Grou 202 Tear Sr.	ups in las 0,2020-22 m Compo Expert	t five years (2016-17,20		ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided) Details of qualified and experience team along with their CVs duly
	Grou 202 Tear Sr. No. 1.	ups in las 0,2020-23 m Compos Expert Title Team Leader/	t five years (2016-17,20 sition at State level: Qualification and Skills Graduate or equivalent in Sociology/ Social Work/Economics/ other relevant disciplines	Experience Sector experience of more than 05 yrs and experience of Project management of similar projects of at least 3 Years	ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided) Details of qualified and experience
	Grou 202 Tear Sr. No.	ups in las 0,2020-22 m Compos Expert Title Team	t five years (2016-17,20 sition at State level: Qualification and Skills Graduate or equivalent in Sociology/ Social Work/Economics/ other	Experience Sector experience of more than 05 yrs and experience of Project management of similar	ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided) Details of qualified and experience team along with their CVs duly attested by the bidder agency. (Please refer Annexure 7.2.5 and
	Grou 202 Tear Sr. No. 1.	ups in las 0,2020-23 m Compose Expert Title Team Leader/ Training	t five years (2016-17,20 sition at State level: Qualification and Skills Graduate or equivalent in Sociology/ Social Work/Economics/ other relevant disciplines Graduate or equivalent degree in Psychology/	Experience Sector experience of more than 05 yrs and experience of Project management of similar projects of at least 3 Years At least 03years	ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided) Details of qualified and experience team along with their CVs duly attested by the bidder agency. (Please refer Annexure 7.2.5 and
	Grou 2021 Tean Sr. No. 1.	ups in las 0,2020-2: m Compose Expert Title Team Leader/ Training Expert Financial	t five years (2016-17,20 sition at State level: Qualification and Skills Graduate or equivalent in Sociology/ Social Work/Economics/ other relevant disciplines Graduate or equivalent degree in Psychology/ Sociology/ Social worker Degree in Commerce	Experience Sector experience of more than 05 yrs and experience of Project management of similar projects of at least 3 Years At least 03 years experiencein relevant field.	ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided) Details of qualified and experience team along with their CVs duly attested by the bidder agency. (Please refer Annexure 7.2.5 and
	Grou 202 Tean Sr. No. 1. 2. 3. 4.	ups in las 0,2020-2: m Compose Expert Title Team Leader/ Training Expert Financial expert MIS Expert	t five years (2016-17,20 sition at State level: Qualification and Skills Graduate or equivalent in Sociology/ Social Work/Economics/ other relevant disciplines Graduate or equivalent degree in Psychology/ Sociology/ Social worker Degree in Commerce /B.Com/ Economics Graduate (computer science) or BCA from government recognized institute /	Experience Sector experience of more than 05 yrs and experience of Project management of similar projects of at least 3 Years At least 03 years' experience in relevant field. At least 03 years' experience in relevant field. At least 03 years' experience in relevant field.	ULB/Authority. (Please refer Annexure 7.2.6) (Please attach only those experiences that qualifies shall be provided) Details of qualified and experience team along with their CVs duly attested by the bidder agency. (Please refer Annexure 7.2.5 and

4.6 Commercial Bid Evaluation

As per para 4.3 of SM&ID-NULM guidelines, an amount of Rs.10,000/- (including all types of applicable taxes, duties, etc. from time to time) can be spent per SHG for its formation & federating all the SHGs at area and city level, hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

This is the maximum permissible limit of expenditure, which can be incurred for formation of Self-Help Groups and federating them at area and city level, which includes opening bank accounts, financial inclusion, credit linkages training, adoption and perfection in carrying out each activity of PANCHSUTRAS, releasing of Revolving Fund & hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

Thus, the bidders are not required to make financial bid for the empanelment under this RFP.

4.7 Award Criteria.

a) All the bidders, who secure overall minimum 70 Marks or above will be considered as qualified for empanelment.

- b) Each Agency will be allocated a District and that Agency shall be responsible for timely commencement, completion, certification of targeted numbers of beneficiaries in the ULBs/towns of that particular district.
- c) The Agencies (including Agencies of preferred categories) scoring 90 or above marks will be given option to select the Districts (including Districts having million plus population)
- d) The Agency scoring between 81 and 89 will be given preference in the left-out towns (including Districts having Municipal Corporation towns).
- e) The remaining District(s) will be allocated to remaining empanelled STP Agency based on their projections and in case it is found that any Agency has not capability to achieve the target of a District than other empanelled Agency shall be allocated target in the town, which are likely not to be covered by the previous Agency.

4.8 Right to Accept Any Proposal and Reject Any or All Bid(s)

The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the right to accept or reject any Bid, and to annual the e-Tendering process/ procurement process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidders or Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA's action.

4.9 Right to Vary Scope of Contract

- a) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may at any time, through written order given to Selected Agency, make changes within the quantities, specifications, services or scope of the Contract as specified.
- b) If any such change causes an increase or decrease in the cost of, or the time required for the Selected Agency's performance of any part of Work under the awarded Contract, whether changed or not changed through an order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by Selected Agency for adjustment under this Clause must be asserted within thirty (30) days from the Date of receipt of STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA's Changed Order by Selected Agency.

4.10 Notification of Award/Empanelment

- f) Prior to the expiration of the validity period, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will notify Successful Bidder in writing through Post/email, that its Bid has been accepted for empanelment (Letter of empanelment LOI).
- g) In case the e-Tendering process/procurement process has not been completed within the stipulated period, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may request Bidders to extend the validity period of their Bids.
- h) Decision to extend the validity period of a Bid submitted by Bidder shall be sole prerogative of the Bidder.
- i) Period of Empanelment shall be for 03 years (three years), based on the performance and as mutually agreed on the same terms & conditions.

4.11 Contract Finalization and Award/empanelment

- a) Successful Bidder shall convey their acceptance of Award (Empanelment) of Contract (acceptance of LOI/Empanelment issued by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA within 07 (seven) days of receipt of the communication.
- b) Upon Notification of Award of Contract/(Empanelment) to Successful Bidders, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall promptly notify all other Unsuccessful Bidders and discharge their EMDs.
- c) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall reserve the right to negotiate with the Bidder/(s) whose Bids have been ranked best and has been found to be most responsive on the basis of Bid Evaluation, as per guidance provided by DGS&D guidelines).
- d) On this basis the draft Agreement, Contract agreement shall be finalized for award and signing.
- e) Initial period of contract agreement shall be for a period 03 years (three years), but based on the performance or in view of provisions/conditions of Force Majeure, the contract agreement may be extended by the Client (SUDA,H) as mutually agreed on the same terms & conditions.

4.12 Negotiations with the Successful Bidder

a) As per para 4.3 of SM&ID-NULM guidelines, an amount of Rs.10,000/- (including all types of applicable taxes, duties, etc. from time to time) can be spent per SHG for its formation &

STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA

federating all the SHGs at area and city level, hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

- b) This is the maximum permissible limit of expenditure, which can be incurred for formation of Self-Help Groups and federating them at area and city level, which includes opening bank accounts, financial inclusion, credit linkages training, adoption and perfection in carrying out each activity of PANCHSUTRAS, releasing of Revolving Fund & hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.
- c) Thus, there shall be any meeting for rate negotiations with the empanelled bidder(s)/ agency(ies)

4.13 Performance Bank Guarantee

- a) On issuance of Letter of Intent, on or before the signing of the subsequent Contract, Successful Bidder shall, at their own expense, submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA within fifteen (15) days from Notification of Award.
- b) Performance Bank Guarantee shall be from a Nationalised Bank or a Scheduled Commercial Bank in the format as prescribed in Annexure of this RFP for a period, which should valid for six months over and above the contract period. In case of extension(s), it shall be the responsibility of Agency to submit extended/renewed BG valid for six months over and above the extended contract period.
- c) Amount of PBG will be as per norms of State Govt. In case the contract is further extended beyond the initial period of any period, the performance security deposit will have to be accordingly renewed by the successful bidder.
- d) Bank Guarantee submitted shall be valid for a period of 6 months beyond the contract period and any extensions, if any.
- e) In case, the Bank Guarantee validity expires within the on-going project time period; the agency will renew the PBG itself without any delay, if found negligence the penalty charge may be applicable.
- f) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may invoke Performance Bank Guarantee in case the Selected Agency fails to discharge their contractual obligations during the period or the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA incurs any loss due to Selected Agency's negligence in carrying out the project implementation as per the agreed terms and conditions.
- g) The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA may also invoke the Performance Bank Guarantee in the event of a material breach by the Successful Bidder leading to termination for material breach.
- h) In case the Successful Bidder fails to submit Performance Bank Guarantee within the time stipulated and as per instructions, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA at its discretion may cancel the Order placed on the Selected Agency without giving any notice and encash the EMD furnished by the Successful Bidder, in addition to any other right available to it under this RFP.
- The Selected Agency shall be responsible for extending the Validity Date and prescribed Claim Period of the Performance Guarantee as and when it is due on account of non-completion of the Project.

4.14 Signing of Contract

- a) After the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA notifies the Successful Bidder that their Bid has been accepted the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and the Successful Bidder shall enter into a Contract, incorporating all clauses, pre-bid clarifications, Bid of the Successful Bidder and any agreed terms and conditions after negotiations; if any were held.
- b) The template that shall be considered as draft Contract Agreement (Master Service Agreement) for updation is provided separately in this RFP.
- c) It shall be noted that the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall sign Contract Agreement ONLY with the Bidder. The STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall **NOT** sign any other Agreements separately.

4.15 Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the Successful Bidder to agree with the Draft Contract Agreement (Master Service Agreement) provided separately in this RFP, and terms and conditions of this RFP, shall constitute sufficient grounds for annulment of Award of Contract.
- b) In such an event where the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA annuals awarded Contract on account of failure of the Successful Bidder, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall have the right to Award the Contract to the next 'best' evaluated Bidder, or call for new Bids from interested Bidders.

In the event where the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA annuls awarded Contract on account of failure of the Successful Bidder, the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall invoke Performance Bank Guarantee of the Successful Bidder.

STATE URBAN DEV. AUTHORITY, HARYANA, BAYS NO. 11-14, SECTOR-4, PANCHKULA

5. Rejection Criteria 5.1General Rejection Criteria

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

6. Commercial Rejection Criteria

- 1. Incomplete Price Bid.
- 2. Financial/Price Bid that does not conform to the Tender's price bid format.
- 3. Total price quoted by the Bidders does not include all statutory taxes and levies applicable.
- 4. If there is an arithmetic discrepancy in the commercial bid calculations the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

7. Annexure

The bidders are expected to respond to RFP using the forms given in this section and all documents supporting Proposal Evaluation Criteria.

7.1 Annexure-Pre-qualification Bid Forms

7.1.1 Compliance Sheet for Pre-Qualification Proposal

Sr. No.	Document required	File/Vol. No.	Page No.
1.	Copy of Acknowledgement payment of RFP Document Fee at e-Tendering Portal	Vol. No.	to
2.	Copy of Acknowledgement for payment of e-Tendering and e-Service Charges at e- Tendering Portal	Vol. No.	to
3.	Copy of Bank Guarantee for Earnest Money Deposit	Vol. No.	to
4.	Supporting documents for PQ 1 – Certificate of registration(s).	Vol. No.	to
5.	Supporting documents for PQ 2 – Notarized affidavit for of ineligibility/ banned/blacklisted by any State or Central Government/any other Government institution in India for any reason(s)	Vol. No.	to
6.	Supporting documents for PQ 3-Certificate by Chartered Accountant for annual Turnover.	Vol. No.	to
7.	Supporting documents for PQ 4- Team composition and their CVs	Vol. No.	to
8.	Supporting documents for PQ 5- experience of Training to street vendors.	Vol. No.	to

Note: Bidder shall be required to:

Highlight all important details required in their documentation submitted as part of the Bid.

• Summaries of documents submitted wherever required.

• In case, any supporting document is submitted in more than one file/volume, then mention all those volumes and their pages to avoid any kind of confusion at a later stage. Non-mentioning of proper file/volume(s) and their relevant pages may lead to non-consideration such documents.

RFP for empanelling Resource Organizations under National Urban Livelihood Mission (NULM). 7.1.2 Format for Bank Guarantee for Earnest Money Deposit (EMD)

Ref: _____

Date _____

Bank Guarantee No. _____

Τo,

The Mission Director,

State Urban Development Authority, Haryana,

Bays No. 55-58 (2nd Floor), Sector-2, PANCHKULA.

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA (hereinafter called "the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA")

Know all Men by these presents that we <<...>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA>> (hereinafter called "the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA during the period of validity of bid.

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA up to the above amount upon receipt of its first written demand, without the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA having to substantiate its demand, provided that in its demand the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTE WITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal: Date:

7.2 Annexure- Technical qualification Bid Forms

7.2.1 Technical Bid- Covering Letter

<<On Bidder Letterhead>>

Τo,

The Mission Director, State Urban Development Authority, Haryana, Bays No. 55-58 (2ND Floor), Sector-2, PANCHKULA.

Subject: Request for Proposal for selection of formation of SHGs, their development and bank linkages, their federation at the area and city levels, training, capacity building, establishing links to ULBs, mitigate social, occupational and residential vulnerabilities and provide handholding support to all the SHGs/ALFs/CLFs in different STATE URBAN DEVELOPMENT AUTHORITY, HARYANA of the State of Haryana.

Dear Sir,

We hereby request to be qualified for empanelment with the State Urban Dev. Authority, Haryana, Panchkula as a Tendered for "Request for Proposal for empanelment as RO for formation of SHGs, their development and bank linkages, their federation at the area and city levels, training, capacity building, establishing links to ULBs, mitigate social, occupational and residential vulnerabilities and provide handholding support to all the SHGs/ALFs/CLFs in STATE URBAN DEVELOPMENT AUTHORITY, HARYANA."

- 1. "against Tender No. <.....> I/We declare that all the services shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP.
- 2. I/We confirm that I/we am/are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.
- 3. We authorize STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA to verify statements and information provided in this application or regarding our competence and standing.
- 4. The names and positions of persons who may be contacted for further information, if required, are as follows:

Name:	Designation:
Telephone:	E-mail id:

- 5. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA to reject our application.
- 6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- 7. We undertake, if our proposal is accepted, to provide all the services related to
- Request for Proposal for selection of formation of SHGs, their development and bank linkages, their federation at the area and city levels, training, capacity building, establishing links to ULBs, mitigate social, occupational and residential vulnerabilities and provide handholding support to all the SHGs/ALFs/CLFs in different Municipal Corporations/Councils/ Committees of the State of Haryana.
- 9. Put forward in the bid document or such features as may subsequently be mutually agreed between us and STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA or its appointed representatives.

Date:

- 10. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of bid submission and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA.
- 11. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee as prescribed in the RFP.
- 12. I/We understand that STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA reserves the right to reject any application without assigning any reason thereof.
- 13. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the IPC Act in connection with the bid.
- 14. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- 15. We here by confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant actions.
- 16. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
- 17. We have indicated in the relevant forms enclosed, the unit rates for the purpose ofon account of payment as well as for price adjustment in case of any increase to decrease from the scope of work under the contract.
- 18. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
- 19. In case you require any other further information/documentary proof before/during evaluation for Tender, we agree to furnish the same in time to your satisfaction.
- 20. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. The prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
- 21. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, upto expiration of the validity period of the Proposal.
- 22. We understand you are not bound to accepting Proposal you receive.
- 23. We hereby declare that our Tender is made In good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
- 24. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
- 25. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name	:
Designation	:
Date	:
Company Seal	:
Business Address	:

7.2.2 Legal Constitution / Particulars of the Bidder

Org	anization Name:	
1.	Name and address of the bidder	
2.	Incorporation status of the reputed Firm/Society/Company NGO (under relevant act)	
3.	Name of Registering Authority:	
4.	Registration No.:	
5.	Date of Registration:	
6.	Place of Registration:	
7.	Complete Address (Permanent and Correspondence along- with contact person and telephone, fax numbers and email address):	
8.	P.A.N. (Attach a photo-copy as per Compliance Sheet for Pre-Qualification Proposal)	
9.	G.S.T No. (Attach a photo-copy as per Compliance Sheet for Pre-Qualification Proposal)	
10.	Any other important information	
	i ii iii iv	

For and on behalf of Bidding agency: (Seal)

Signature of authorized signatory:

Name:	
Designation:	
Phone No.:	
Mobile No	
E-mail:	

7.2.3 Details of ineligibility for corrupt or fraudulent practices/blacklisted with any of the Government or Public Sector Units or Local Governments

Affidavit

Date:

Sub: Declaration for not being under ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units or Local Governments in India.

Dear Sir,

We, the undersigned, hereby declare that we are not under a declaration of ineligibility/banned/blacklisted by any State or Central Government / any other Government institutions/local Governments in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid. Nothing has been concealed and in case, it is found that our above statement is false, the client has the right to reject our bid, cancel the award and has the right to recover loss/damage occurred due our above false statement/declaration.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name	:	
Designation	:	
Date	:	
Company Seal	: Business Address	:

7.2.4 Financial Status (Annual Turnover in last five financial years)

Certificate from the Chartered Accountant/Statutory Auditor

It is to certify that based on the books of accounts and other published information authenticated, the total annual turnover of M/s ______(Name of Agency/Firm/ bidder), ______(with complete address) is Rs. ______ lakh in the last five financial years ending of month 31stMarch, 2021 as detailed below:

Financial Year	Annual Turnover (Rs. in lakh)
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	
Total	

Note: Please attach copies of audited Balance sheets/Financial statements to support the above figures.

Name of the Audit firm/ Chartered Accountant:

Seal of the Chartered Accountant/Statutory Auditor (CA Firm): (Signature, name and designation and registration Number of the Chartered Accountant) Date:

<<On the letterhead of the Bidding Organization>>

Format -7.2.5 Details of Team composition.

Name person	of	the		Position assigned	Task Assigned	Qualification	Experience	Employment Status withNGO/ Firm/ any Govt. Department/ autonomous body	No. of Years of relevant project experience.
			Team Leader/						
			Training Expert						
			Financial expert						
			MIS Expert						

7.2.5.1 **Curriculum Vitae (CV) for Proposed Trainers.** 1. Name of the <<Name of the Bidder >> employer 2. Name of the employee 3. Date of Birth Nationality 4. 5. Education Qualification Name of School / College / University %age of Marks (Please attach copies relevant of certificates.) 6. Employment Total No. of years of Experience: months years Record Employer From (MM / То (MM) Position Exp. in YYYY) YYYY) Months (Please attach copies of relevant certificates.) (Starting with present position list in reverse order) 7. Present position 8. Total years of relevant experience 9. Relevant (Give an outline on the experience most pertinent to tasks mentioned in Experience the project. Describe degree of responsibility held on these relevant assignments). Maximum 8 Projects: Name of **Assignment/Project** Client Name Year Location Type of Client (Central/State Govt./ULB/PSU/ Semi-Govt. agency/ NGO – CBO/Private) Main project features Positions held Activities performed Certification I, the undersigned, certify that to the best of my knowledge and belief, this bio-10. data correctly describes myself, my qualifications, and my experience. Date: Place Signature of the employee Note: Please use separate form for each person.

Verified and attested

Signature of authorized signatory of the bidder

7.2.6 Agency must have undertaken similar assignments in the field of SHGs formation, Capacity Building and livelihood promotion in the ULBs of different States of India during in last five years (2016-17, 2017-18, 2018-19, 2019-2020, 2020-21)

-		ring in last five	· ·		-			2019-2020, 2020-21)
Sr No.	Client	Name	Status of	Contrac period/		Financial year	Nos. of SHGs	Supporting documents
NO.			client	duratio		year	formed	
	ULB	Complete Address	chent	From	То		Incu	
		& Telephone						
1						2016-17		
						2017-18		Copy of Work Order/ Contract agreement +Completion Certificates
						2018-19		from the Client.
						2019-20		0.5
						2020-21		OR
2						2016-17		Work Order/Contract agreement+
						2017-18		Phase Completion Certificate from
						2018-19		Client + proof of billing for on-going
						2019-20		projects duly certified by CA.
						2020-21		
3						2016-17		
						2017-18		Documents available in File/Vol.
						2018-19		Noat page No.
						2019-20		
						2020-21		
4						2016-17		
						2017-18		
						2018-19		
						2019-20		
						2020-21		
5						2016-17]
						2017-18		
						2018-19		
						2019-20		
						2020-21		

Note:-

1. Please clearly/indicate the status of client whether it is a Municipal Corporation/ Municipal Council/ Committee

2. Please attach the copies of Contract agreement/work order+ work completion certificate to support the claim of marks.

7.2.7 Description of Approach, Methodology and Best Practice awards.

(Not more than 1000 words)

Work Plan.

1. **Understanding of Assignment:** {Please explain your understanding of the Objectives of the assignment as outlined in the Terms of Reference (TORs), the team structure, and the Proposal Presentation you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

2. **Personnel schedule/team deployment strategy**: (Not more than 1000 words on each point)

3. **Methodology and Work Plan:** {Please outline the plan for the implementation of all the activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible Working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form}

4. **Best practices awards:** (please provide details of best practice awards for similar planning projects along-with certified copies to support the claim). (Not more than 500 words each point)

7.2.8 Training Infrastructure: Projector /Audio Video Player etc. with complete details and supporting document (copy of invoice in the name of bidder agency)

7.2.9 Details of Quality of Training Module Contents etc. (Not more than 500 words)

Sr. File/Vol. Name **Document required** Page No. No. 1. Technical Bid Covering Letter as per Annexure 7.2.1 2. Legal Constitution as per Annexure 7.2.2 Supporting documents for TQ 1 – Agency must have undertaken similar assignments in the filed of SHGs formation, Capacity Building and livelihood 3. promotion in the ULBs of different States of India during last 3 financial years (2018-19, 2019-2020, 2020-21) (Please refer Annexure 7.2.6) 4. Supporting documents for TQ 2 – Minimum annual turnover of bidder Agency in last 3 financial years (2018-19, 2019-2020, 2020-21) as per Annexure 7.2.4 5. Supporting documents for TQ 3 – Work Plan Assessment by Tender Evaluation Authority as per Annexure 7.2.7 6 Supporting documents for TQ 4: Experience in executing Agency must have undertaken minimum of 3 similar assignments in the field of SHGs formation, Capacity Building and Handholding in the Towns/States in India under any scheme of Govt. of India in last Five financial year (2016-2017, 2017-2018, 2018-19, 2019-20 and 2020-21) as per Annexure 7.2.6 7. Supporting documents for TQ 5: Team Composition at State level as per Annexure 7.2.5 and 7.2.5.1) Supporting documents for TQ 6: Training Infrastructure Projector /Audio Video 8. Player etc. as per Annexure 7.2.8) Supporting documents for TQ 7: Quality of Training Module Contents etc.as per 9. Annexure 7.2.9)

7.2.10. Annexure - Technical Bid Format:

8. Annexure C: Terms of Reference (TOR)

8.1 Project Background:

The Government of India, Ministry of Housing and Urban Poverty Alleviation (UPA Division), restructured the Centrally Sponsored Scheme of Swarna Jayanti Shahari Rojgar Yojna (SJSRY) as National Urban Livelihoods Mission (NULM). The National Urban Livelihoods Mission (NULM) is to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful selfemployment and skilled wage employment opportunities for improvement in their livelihoods on a sustainable basis, by building strong grassroots level institutions of the poor.

However, for catalysing the formation of SHGs and their federations and to promote the financial inclusion of SHG members under NULM, autonomous registered agencies set up by State or Central Government or well-established long-standing federations of SHGs or non- government organizations may be engaged as Resource Organizations (RO). The Resource Organizations will facilitate the formation of SHGs and their development, bank-linkages, their federation at the area and city-levels, training and capacity building, and establishing links to ULBs. The Resource Organization shall provide handholding support to all the formed SHGs, ALFs and CLFs for ensuring their successful operation. For more information, kindly refer to the website uploaded on Ministry of Housing and Urban Poverty Alleviation and accessed from: http://mohupa.gov.in/NULM Mission/NULM Mission.htm

NULM envisages mobilization of urban poor households into a three -tiered structure with Self-Help Groups (SHGs) at the grass-root level, Area Level Federations (ALFs) at the slum/ward level and City-level Federations (CLFs) at the city-level:

Self-Help Groups (SHGs)

Under NULM, Self-Help Groups of urban poor will be formed. Non-poor may be included as members in SHGs. SHGs are groups of 10 to 20 women or men who come together to improve their living conditions by group savings and loans. These groups need not be registered. Normally, women SHGs will be formed, however male SHGs of handicapped persons will be allowed to be formed these groups conduct regular meetings where the savings of the group is collected into a corpus fund, which is used to provide short-term loans to the members. After some time when the credit requirements of the members increase, the Self-Help Group may approach to a bank for loan.

Federations of SHGs at the area and city-levels

An Area Level Federation (ALF) is an association of SHGs consisting of representatives from all member SHGs, with the objective of supporting member- SHGs, (guiding and monitoring the functioning of SHGs. and forming and training new SHGs.) The federation of SHGs is essential to deal with larger issues like bank linkage, Inter-group lending, and negotiating with higher level and to gain greater bargaining power over the rights and privileges of SHGs.

Membership of Area Level and City Level Federations (ALFs & CLFs)

An Area Level Federation (ALF) may be formed with 10 to 20 SHGs covering an area of a ward or slum or such other geographical unit with a minimum of 2 members (nominated representatives) per SHG. However, the Urban Local Body (ULB) may decide the number of SHGs in a federation as per the local conditions. An ALF should be registered as a society/an association under the relevant law of the State.

The ALFs will come together to form a City-level Federation (CLF). It is expected that each city will have at least one CLF. The CLFs should be registered as societies/association under the relevant law of the State. All ALFs in a city should be represented at the CLF. Bigger cities may have more than 1 CLF based on the size and population. The CLF is expected to work with ALFs, member SHGs, city administration and financial institutions to ensure social and economic empowerment of the urban

For early and efficient execution of this project, the State Urban Dev. Authority, Haryana to engage a Resource Organization for this purpose.

Tentative District and town-wise target:

At present, there are existing 5000 SHGs (Approx.) and 21 ALFs (Approx.) in different ULBs/Towns of the State, which are formed by ULBs/ROs. The fresh empanelled ROs have to take care of these existing for all the activities as per Terms of References (TORs) and scope of work (SOW) defined in this RFP. Accordingly, tentatively target of 10,000 SHGs, 988 ALFs, 114 CLFs have been fixed. It is assumed that empanelled ROs would have to cover these 5000 SHGs under this project. Thus, the ROs have to cover/look after around 50% of the existing SHGs in the ULBs. The District-wise and town-wise target of tentative Nos. of SHGs (including existing SHGs), ALFs and CLFs, etc are summarized as under:

					Population	Tentative Project		ctions
Sr. No.	DISTRICT	NAME OF ULB	TYPE OF ULB	Population (as per Census 2011 and present area)	(as per Census 2011 and present area) X (2.86/2.53)	(Nos. of SHGs)	(Nos. of ALFs)	(Nos. of CLFs)
1	Ambala	Ambala	Corp.	2,59,787	2,93,672	280	28	2
2	Ambala	Ambala Sadar/ Cantt.	Coun.	2,03,133	2,29,629	220	22	1
3	Ambala	Barara	Comm.	22,780	25,751	30	3	1
4	Ambala	Naraingarh	Comm.	22,832	25,810	24	2	1
	Ambala Total			5,08,532	5,74,862	554	55	5
5	Kurukshetra	Ismailabad	Comm.	13,726	15,516	20	2	1
6	Kurukshetra	Ladwa	Comm.	28,887	32,655	26	2	1
7	Kurukshetra	Pehowa	Comm.	38,853	43,921	40	4	1
8	Kurukshetra	Shahbad	Comm.	42,607	48,164	50	5	1
9	Kurukshetra	Thanesar	Coun.	1,55,152	1,75,389	170	17	1
	Kurukshetra Total			2,79,225	3,15,646	306	30	5
10	Panchkula	Kalka Pinjore	Coun.	1,16,266	1,31,431	126	12	1
11	Panchkula	Panchkula	Corp.	2,67,634	3,02,543	290	29	2
	Panchkula Total			3,83,900	4,33,974	416	41	3
12	Yamuna nagar	Radaur	Comm.	16,176	18,286	20	2	1
13	Yamuna nagar	Sadhura	Comm.	14,818	16,751	20	2	1
14	Yamuna nagar	Yamunanagar	Corp.	4,67,982	5,29,023	500	50	2
	Yamuna nagar Total			4,98,976	5,64,060	540	54	4
15	Faridabad	Faridabad	Corp.	15,08,856	17,05,663	1,636	163	8
	Faridabad Total			15,08,856	17,05,663	1,636	163	8
16	Mewat (Nuh)	Ferozpur Jhirkha	Comm.	24,750	27,978	22	2	1
17	Mewat (Nuh)	Nuh	Coun.	16,260	18,381	20	2	1
18	Mewat (Nuh)	Punhana	Comm.	24,734	27,960	26	2	1
19	Mewat (Nuh)	Taoru	Comm.	22,599	25,547	30	3	1
	Mewat (Nuh) Total			88,343	99,866	98	9	4
20	Palwal	Hathin	Comm.	14,421	16,302	20	2	1
21	Palwal	Hodal	Coun.	61,711	69,760	60	6	1

				Population Ten		Tentati	tative Projections		
				Population (as	(as per				
Sr.	DISTRICT	NAME OF ULB	TYPE OF	per Census	Census 2011	(Nos.	(Nos.	(Nos.	
No.	District		ULB	2011 and	and present	of	of	of	
				present area)	area)	SHGs)	ALFs)	CLFs)	
22	Debuel	Debuel	Court	1.00.020	X (2.86/2.53)	174	47	1	
22	Palwal	Palwal	Coun.	1,60,828	1,81,806	174	17	1	
22	Palwal Total	Family Name	Comm	2,36,960	2,67,868	254	25	3	
23	Gurugram	Farukh Nagar	Comm.	13,513	15,276	20	2	1	
24	Gurugram	Gurugram	Corp.	9,69,613	10,96,084	1,050	105	8	
25	Gurugram	Haley Mandi	Comm.	20,906	23,633	20	2	1	
26	Gurugram	Manesar	Corp.	1,10,715	1,25,156	120	12	1	
27	Gurugram	Pataudi	Comm.	20,418	23,081	20	2	1	
28	Gurugram	Sohna	Coun.	59,148	66,863	70	7	1	
	Gurugram Total		_	11,94,313	13,50,093	1,300	130	13	
29	Mahendragarh	Ateli Mandi	Comm.	7,619	8,613	20	2	1	
30	Mahendragarh	Kanina	Comm.	12,989	14,683	20	2	1	
31	Mahendragarh	Mahendragarh	Comm.	29,128	32,927	20	2	1	
32	Mahendragarh	Nangal choudhary	Comm.	15,178	17,158	20	2	1	
33	Mahendragarh	Narnaul	Coun.	96,660	1,09,268	94	9	1	
	Mahendragarh Total			1,61,574	1,82,649	174	17	5	
34	Rewari	Bawal	Comm.	16,776	18,964	20	2	1	
35	Rewari	Dharuhera	Comm.	30,344	34,302	32	3	1	
36	Rewari	Rewari	Coun.	1,44,760	1,63,642	160	16	1	
	Rewari Total			1,91,880	2,16,908	212	21	3	
37	Fatehabad	Bhuna	Comm.	30,094	34,019	32	3	1	
38	Fatehabad	Fatehabad	Coun.	70,777	80,009	70	7	1	
39	Fatehabad	Jakhal Mandi	Comm.	14,578	16,479	20	2	1	
40	Fatehabad	Ratia	Comm.	37,152	41,998	40	4	1	
41	Fatehabad	Tohana	Coun.	63,871	72,202	70	7	1	
	Fatehabad Total			2,16,472	2,44,708	232	23	5	
42	Hisar	Adampur (New ULB)	Comm.	25,531	28,861	30	3	1	
43	Hisar	Barwala	Comm.	43,384	49,043	50	5	1	
44	Hisar	Bass	Comm.	16,469	18,617	20	2	1	
45	Hisar	Hansi	Coun.	86,770	98,088	92	9	1	
46	Hisar	Hisar	Corp.	3,59,524	4,06,418	390	39	2	
47	Hisar	Narnaund	Comm.	17,242	19,491	20	2	1	
48	Hisar	Uklana	Comm.	28,847	32,610	30	3	1	
	Hisar Total			5,77,767	6,53,128	632	63	8	
49	Jind	Jind	Coun.	1,67,592	1,89,452	180	18	1	
50	Jind	Julana	Comm.	18,755	21,201	20	2	1	
51	Jind	Narwana	Coun.	62,090	70,189	66	6	1	
52	Jind	Safidon	Comm.	34,728	39,258	40	4	1	

					Population	Tentati	ve Proje	ctions
Sr. No.	DISTRICT	NAME OF ULB	TYPE OF ULB	Population (as per Census 2011 and present area)	(as per Census 2011 and present area) X (2.86/2.53)	(Nos. of SHGs)	(Nos. of ALFs)	(Nos. of CLFs)
53	Jind	Uchana	Comm.	16,815	19,008	20	2	1
	Jind Total			2,99,980	3,39,108	326	32	5
54	Sirsa	Ellenabad	Comm.	36,623	41,400	38	3	1
55	Sirsa	Kalanwali	Comm.	22,095	24,977	22	2	1
56	Sirsa	Mandi Dabwali	Coun.	52,873	59,769	56	5	1
57	Sirsa	Rania	Comm.	25,123	28,400	30	3	1
58	Sirsa	Sirsa	Coun.	1,82,534	2,06,343	200	20	1
59	Sirsa	Sisai	Comm.	14,339	16,209	20	2	1
	Sirsa Total			3,33,587	3,77,098	366	35	6
60	Kaithal	Cheeka	Comm.	38,952	44,033	42	4	1
61	Kaithal	Kaithal	Coun.	1,44,915	1,63,817	156	15	1
62	Kaithal	Kalayat	Comm.	18,660	21,094	20	2	1
63	Kaithal	Pundri	Comm.	33,484	37,851	36	3	1
64	Kaithal	Rajound	Comm.	17,434	19,708	20	2	1
65	Kaithal	Siwan (New ULB)	Comm.	23,882	26,997	30	3	1
	Kaithal Total			2,77,327	3,13,500	304	29	6
66	Karnal	Assandh	Comm.	27,481	31,065	30	3	1
67	Karnal	Gharaunda	Comm.	37,816	42,749	40	4	1
68	Karnal	Indri	Comm.	17,487	19,768	20	2	1
69	Karnal	Karnal	Corp.	3,45,441	3,90,499	368	36	2
70	Karnal	Nilokheri	Comm.	17,938	20,278	20	2	1
71	Karnal	Nissing	Comm.	17,438	19,713	20	2	1
72	Karnal	Taraori	Comm.	25,944	29,328	30	3	1
	Karnal Total			4,89,545	5,53,399	528	52	8
73	Panipat	Panipat	Corp.	4,15,669	4,69,887	450	45	2
74	Panipat	Samalkha	Comm.	39,710	44,890	42	4	1
	Panipat Total			4,55,379	5,14,776	492	49	3
75	Bhiwani	Bawani Khera	Comm.	20,289	22,935	22	2	1
76	Bhiwani	Bhiwani	Coun.	2,09,761	2,37,121	220	22	1
77	Bhiwani	Loharu	Comm.	13,937	15,755	20	2	1
78	Bhiwani	Siwani	Comm.	19,143	21,640	20	2	1
70	Bhiwani Total	Charlet Diele	6	2,63,130	2,97,451	282	28	4
79	Charkhi dadri	Charkhi Dadri	Coun.	56,337	63,685	60	6	1
	Charkhi dadri Total			56,337	63,685	60	6	1
80	Jhajjar	Badali (New ULB)	Comm.	14,456	16,342	20	2	1
81	Jhajjar	Bahadurgarh	Coun.	1,70,767	1,93,041	180	18	1

					Population	Tentati	ve Proje	ctions
Sr. No.	DISTRICT	NAME OF ULB	TYPE OF ULB	Population (as per Census 2011 and present area)	(as per Census 2011 and present area) X (2.86/2.53)	(Nos. of SHGs)	(Nos. of ALFs)	(Nos. of CLFs)
82	Jhajjar	Beri	Comm.	15,934	18,012	20	2	1
83	Jhajjar	Jhajjar	Coun.	48,424	54,740	52	5	1
	Jhajjar Total			2,49,581	2,82,135	272	27	4
84	Rohtak	Kalanaur	Comm.	23,319	26,361	24	2	1
85	Rohtak	Kundli	Comm.	21,633	24,455	22	2	1
86	Rohtak	Meham	Comm.	20,484	23,156	22	2	1
87	Rohtak	Rohtak	Corp.	4,17,355	4,71,793	452	45	2
88	Rohtak	Sampla	Comm.	20,563	23,245	22	2	1
	Rohtak Total			5,03,354	5,69,009	542	53	6
89	Sonipat	Gannaur	Comm.	35,603	40,247	38	3	1
90	Sonipat	Gohana	Coun.	65,708	74,279	70	7	1
91	Sonipat	Kharkhoda	Comm.	25,051	28,319	26	2	1
92	Sonipat	Sonipat	Corp.	3,13,423	3,54,304	340	34	2
	Sonipat Total			4,39,785	4,97,148	474	46	5
	Grand Total			92,14,803	1,04,16,734	10,000	988	114

8.1.1 Scope of Work

A. SCOPE OF WORK:

The selected Resource Organisations are required to undertake following activities in a specific geographical area within a city assigned to them for achieving the outcomes of this assignment.

a. Identification and assessment of existing SHGs.

The ROs will identify the existing SHGs (tentatively 40% of projected targets) formed under SJSRY/NULM and by other organisations in the respective ULBs/town and assess the status of these SHGs in terms of their quality of functioning. ROs will follow a standard questionnaire (developed in consultation with ULB) to conduct the assessment and will collect relevant data to assess the SHG situation. Based on this exercise ROs will determine the requirement of new SHGs to be formed and number of existing SHGs to be strengthened in each ULBs/town in consultation with ULB. Selected agencies will also identify potential individuals to form new SHGs. The membership should be preferably from the weaker section of the group and a participatory and self-selection approach to be followed in the process of group formation.

b. Interface with community and formation of federations

The ROs will be responsible for community mobilisation, building trust and gain confidence of urban poor to form SHGs and their registered federations at area and city levels to take collective actions at the slum level. ROs will work closely with women and facilitate the processes of forming SHGs, form and register Area Level Federations and City Level Federation(s). The ROs need to ensure at least 70% of SHG members are urban poor.

c. Bank Linkages and Financial Literacy

The selected agency will facilitate the processes for establishing SHGs linkages with Banks which

begins with the opening of bank account. The agency will also facilitate SHGs and its members to access financial services such as saving, insurance, pension, remittance and credit.

d. Capacity Building

After the identification of existing SHGs and formation of new SHGs with potential and interested individuals, ROs shall provide training to all the members of the SHG (not just the leaders/representatives). The ROs will be providing training to SHG members and other stakeholders and conduct such training. The broader content of the training module will be:

- Basic concepts of functioning of a SHG like how to conduct meetings, basics of savings, lending money, repayment habits; responsibilities of group members;
- Printing of meeting registers, Loan book/ Passbook of each member & Books of Accounts for the targeted Nos. of SHGs, ALFs and CLFs of allotted District.
- Book keeping and accounting, fund management, building bank and credit linkages;
- Communication, decision making, conflict resolution, self-assessment, etc.;
- Accessing government benefits under NULM especially universal financial inclusion, skill training and micro credit development and other social programmes of central, state and local governments;
- ROs will work closely with ALFs and CLFs to build their capacities and enable them to function independently.

e. Coordination

ROs will coordinate with ULBs, CMMU, Bank, SULM/SUDA, and other government departments for leveraging fund for SHGs to access benefits through different government led programme and schemes. ROs will also facilitate the processes for the convergence with relevant programme and scheme dealing with skills, livelihoods, entrepreneurship development, health education etc. ROs will coordinate with skill agency in the city/town, encouraging potential candidates for skill up-gradation and development for sustainable livelihoods

f. Handholding support for at least 15 months

ROs will be required to provide continuous hand holding support to SHGs for 15 months and undertake following activities:

- Attend SHGs and federation meetings on a regular basis and provide direction;
- Bring in bankers, government officials from various departments, and members from established SHGs (for cross-learning) to interact with the newly formed SHGs;
- Assist the Community Organiser in the evaluation of the performance of SHGs being supported by it;
- Bank linkages and financial linkages: Assist SHGs in the process of opening of bank accounts and facilitate SHGs to access financial services such as saving, insurance, pension, remittance and credit from banks and other formal sources.

g. Withdrawal Strategy

After initial handholding for at 15 months, ROs will be expected to gradually withdraw active support from those SHGs that are formed and performing satisfactorily and handover to the Area Level Federations in phase. The ROs will develop and implement strategies for the withdrawal of external support from the beginning.

h. Reporting and documentation

- **Inception report:** ROs are expected to submit the inception report within six to eight weeks of getting the assignment from ULBs. Inception report must include analysis of the situation (existing status of SHGs based on performance, number of new SHGs /ALFs to be formed, setting up of target for strengthening/formation of SHGs), details of RO staff structures, work Plan- including a) an activity schedule b) a training plan containing number of batches, participants, training calendar, training module with content of the training etc., The inception report should also include the strategy/ activities to achieve the milestones outlined in the scope of work. The work plan has to be developed in consultation with concerned ULBs.
- **Monthly/quarterly/annual progress reports** in the agreed format need to be shared by ROs periodicity with respective ULBs. ULB and SULM/ SUDA and jointly will monitor the progress of programme implementation and interact with the agency to ensure that the program falls within the schedules and agreed timeline.
- **Final Report** on the support including formation, hand holding support to SHGs and federations, capacity building and financial inclusion need to be submitted by last week of 24th month of engagement with the ULBs.
- Note: Prospective bidders need to read the NULM "Operational Guideline for Social Mobilisation and Institutional Development" to understand the responsibility of ROs in details

8.1.2 The summarized scope of work is under:

- a. Agency will submit the inception report containing detailed information on detailed profile of urban poor households, work plan and schedule. It will also include the details on current status, deficiencies, gap between previous targets and achievement, detailed information on existing SHGs, ALFs and CLFs, capacity building plan, etc.
- b. Estimation of existing SHGs to be covered by RO and requirement of formation of new SHGs and federating the SHGs at area and city levels (formation, registration, etc. of ALFs and CLFs of the town) in the town in consultation with ULB.
- c. Adoption and nurturing of all the existing SHGs and newly formed SHGs and federating the SHGs at area and city levels (formation, registration, etc. of ALFs and CLFs of the town) as per SM&ID-NULM.
- d. Agency will ensure to include 70% of SHG members as urban poor.
- e. Agency will be required to attend the meetings of SHGs, ALFs and CLFs on a regular basis.
- f. Agency will ensure that the basic saving account of SHGs, ALFs and CLFs are opened.
- g. Agency will carry out Data entry on NULM MIS Portal.
- h. The Agency will train the representatives of all new SHGs, ALFs, CLFs and CRPs on : (a) the basic concepts of functioning of a SHG like how to conduct meetings, basics of savings, lending money, repayment habits; responsibilities of group members; (b) Book-keeping and accounting, fund management, building bank and credit linkages; (c) Communication, decision making, conflict resolution, self-assessment, etc.; and (d) Accessing Government benefits under DAY-NULM and other Government Schemes.
- i. The Agency will also mobilize the bankers, Government officials from various departments, and members from established SHGs (for cross-learning) to interact with the SHGs.
- j. Agency will do the grading of SHGs and also facilitate the SHGs for credit linkages from banks.
- k. The Agency will ensure that all SHGs are federated into registered ALF, ALFs will be federated as registered CLF and work closely with ALFs and CLFs to build their capacity.
- I. The Agency will also ensure that the SHGs federations are registered under relevant act/rule.
- m. Agency will identify individual as well as groups and assist them for trainings through RSETI and Skill Training providers to enable them establishing /enhancing economic enterprises.
- n. To facilitate convergence with other Govt. Schemes/ programs such as BRLPS, NUHM, Social Welfare, Insurance, ICDS, Swachh Bharat Mission, Housing for All etc.
- o. Agency will ensure that the capacity of each SHGs is built in such a manner that the SHGs become

a catalyst and ensure that their ward/slum/Basti is declared Open Defecation Free (ODF) and all eligible members are enrolled under Housing for All.

- p. Agency will build capacity of SHGs to enable them work towards social and economic upliftment of the urban poor. Each SHG shall be oriented are various schemes / programs of social security, income generation and social welfare being implemented by Central as well as the State Government.
- q. The Agency will facilitate UID enrolment of 100% of SHG members.
- r. Agency will ensure inter-component convergence of DAY- NULM program.
- s. The agencies selected for the assignment will be responsible for taking over the SM&ID interventions currently being carried out by different ULBs and Resource Organisations contracted by the department earlier.
- t. Withdrawal of support between 18-24 months: In this period, Agency will be expected to withdraw active support from those SHGs that are formed and performing satisfactorily. At this stage the level of monitoring will increase and at the end of the 24 months of support, a critical evaluation of the supported SHGs in collaboration with the PMC-NULM/Project Evaluation Committee will be undertaken to determine whether the SHG is self-sustaining.
- u. The agencies will be responsible for taking over the SM&ID interventions currently being carried out by different ULBs and Resource Organizations contracted by the department earlier.
- v. Monthly/quarterly/annual progress reports in the agreed format need to be shared by ROs periodicity with respective ULBs. ULB and SULM/ SUDA and jointly will monitor the progress of programme implementation and interact with the agency to ensure that the program falls within the schedules and agreed timeline.

8.1.3 Outputs & Deliverables and payment Schedule:

S. N.	8.1.3 Outputs & Deliverable Output & Key Deliverables		Verifiable Indicators	Payment Terms	Payment schedule
J. N.	a) Formation of 50% (Approx.) New	0	SHGs follow Panch Sutra –	a) New SHGs	Quarterly on pro-rata
1	 SHGs in the towns/ULBs of the allotted District. b) Adoption of 50% (Approx.) existing SHGs already formed by ULB or other Agency/organization in the towns/ULBs of the allotted District. c) Formation, Financial Inclusion/Bank Account opening, Documentation and Nurturing of targeted Nos. of Self-Help Groups (SHGs) of the allotted District. d) Printing of meeting registers of SHGs, ALFs & CLFs (Minutes Register, Attendance Register, Loan Register having min.100 pages), Passbook of each member & Books of Accounts for the targeted Nos. of SHGs, ALFs and CLFs of allotted District. 		Regular meeting, Regular Saving, Regular internal lending, Regular loan repayment, Regular Book-Keeping. Bank Accounts opened within a month of formation of SHGs. Data entry of all SHGs members into the MIS portal (DAY-NULM and SULM). Distribution of requisite Register/ Books of Accounts to Community Institutions (SHGs/ALFs/CLF)	20% of total contract value b) Existing SHGs 10% of total contract value existing SHGs already having Bank Accounts and data uploaded on NULM-MIS. 15% of total contract value existing SHGs without Bank Accounts and Bank A/cs opened and their data uploaded on NULM-MIS by Agency.	basis
	Formation, Financial Inclusion/Bank Account opening, Documentation and	0	ALF follows-up of Regular meeting and regular	a) New ALFs 15% of total contract value	Quarterly on pro-rata basis
2	Nurturing of targeted Nos. of Area Level Federations of the allotted District.	0	maintenance of Books of account. Preparation of documentation and Registration of ALF under relevant act. MIS Entry of ALFs.	b) Existing ALFs 7.5% of total contract value existing ALFs already having Bank Accounts and data uploaded on NULM-MIS. 10% of total contract value existing ALFs without Bank Accounts and Bank A/cs opened and their data uploaded on NULM-MIS by Agency	
3	Formation, Financial Inclusion/Bank Account opening, Documentation and Nurturing of targeted Nos. of City Level Federations of the allotted District.	0	CLFs follows-Regular meeting and regular maintenance of Books of account. Preparation of documentation and Registration of CLF under relevant act. MIS Entry of CLFs	a) New CLFs 10% of total contract value b) Existing CLFs 5% of total contract value existing ALFs already having Bank Accounts and data uploaded on NULM-MIS. 7.5% of total contract value existing CLFs without Bank Accounts and Bank A/cs opened and their data uploaded on NULM-MIS by Agency	Quarterly on pro-rata basis
	Capacity building and training of SHGs, ALFs, CLFs as per manuals and guidelines. Agency will ensure: • SHGs members of targeted Nos. of SHGs (5 members of each SHG and each member should be given atleast 7 days of training per year). • ALFs members of targeted Nos. of ALFs (2 members of each ALFs and each member should be given atleast 10 days of training per year). • CLFs members of targeted Nos. of CLFs (10 members of each CLF and each member should be given atleast 15 days of training per year).	000000	manuals for capacity building & training schedule for SHGs, ALFs, and CLF. Approval of department on training manual and schedule. Videography and photography of each training Submission of training report with attendance of all the trainings with approval of CMMU/SMMU.	10% of total contract value.	Quarterly on pro-rata basis
5	Distribution of Revolving Fund		Revolving Fund to Nos. of SHGs, Nos. of ALFs and Nos. of CLFs. Grading of SHGs/ ALFs/CLF at interval of 4 months for whole project period.	5% of Total Contract value	Quarterly on pro-rata basis
6	Registration of ALFs/CLFs	0	Registration of Nos. ALF considering federating of at-least 10 Nos. SHGs into ALF.	5% of Total Contract Value	Quarterly on pro-rata basis
		0	Registration of Nos. CLFs considering Federating of all the	5% of Total Contract Value	Quarterly on pro-rata basis

S. N.	Output & Key Deliverables	Verifiable Indicators	Payment Terms	Payment schedule
		ALFs of small & medium town or atleast 10 Nos. of ALFs of bigger towns into CLF(s)		
		 Completion of all Statutory compliances for Nos. of SHGs Federations (Organizing Annual General Meetings, preparing the documents for return filing and submitting to respective Cooperative offices) 	10% of Total Contract Value	Quarterly on pro-rata basis
7	Linkages with Credit Linkages	 At-least 50% of targeted Nos. SHGs of the District to be linked/credit linked 	15% of Total Contract Value	Quarterly on pro-rata basis
8	Linkages with Social Security Schemes	 100% SHGs members should be covered under Jan Dhan Yojana. All the SHG members are covered under anyone of the social security schemes such as Janashree Bima Yojana, Pradhan Mantri Jivan Jyoti Bima Yojana, Pradhan Mantri Suraksha Bima Yojana and Atal Pension Yojana, etc. 	5% of total contract value	Quarterly on pro-rata basis

Note: Payment of each deliverable shall become due only in case of achieving all the activities for each deliverable. Thus, no part payment(s) based on activities shall be considered/ released.

9. Annexure - Format for Commercial proposal

9.1 Commercial Bid Cover Letter (<u>No commercial bid to be submitted for empanelment</u>)

As per para 4.3 of SM&ID-NULM guidelines, an amount of Rs.10,000/- (including all types of applicable taxes, duties, etc. from time to time) can be spent per SHG for its formation & federating all the SHGs at area and city level, hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

This is the maximum permissible limit of expenditure, which can be incurred for formation of Self-Help Groups and federating them at area and city level, which includes opening bank accounts, financial inclusion, credit linkages training, adoption and perfection in carrying out each activity of PANCHSUTRAS, releasing of Revolving Fund & hand holding of all the SHGs, ALFs & CLFs, training of all their members, bank linkage and other related activities.

Thus, the bidders are not required to make financial bid for the empanelment under this RFP.

9.2 Invoice Format

INVOICE

[To be given on letter head of the firm]

Mission Director, STATE URBAN DEV.	AUTHORITY, HARY	ANA,	Invoice N			
PANCHKULA.			Invoice D	ate:		
For Attention of			Service:			
Contract For			Registrat	ion No.		
Contract No.			PAN Num	ber:		
Period of Training			Start Dat	е	End Dat	te
		Ī				
Milestone achieved for this cl	aim					
Contract Value payable at thi	s Claim stage		Amount	Tax, if any	Tot	al Amount
Less: TDS/TCS (as applicable						
Net Amount payable at this C	Claim Stage (In Rs.)					
Name of the Bank			Bank Sw	/ift ID	ľ	
Address of the Bank			Bank Account No.			
Bank RTGS Code			Account Name			

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, Purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

(Signature of Agency)

The claim is correct and Services have been received. Please arrange payment:

(Project In-charge)

9.3 Annexure - Format for Performance Bank Guarantee

Ref:

Date

Bank Guarantee No. _____

Τo,

Mission Director, State Urban Development Authority, Haryana, Bays No.55.58 (2nd Floor), Sector-2, Panchkula

Whereas, <<name of the supplier and address>> (hereinafter called "the System Integrator") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA (hereinafter called "the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA")

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

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

Date:

Witness	
---------	--

Printed name

(Bank's common seal)

9.4 Draft of Contract Agreement (To Be signed after seeking clearance from legal cell/Branch of ULB Department)

The Consultancy services to facilitate the formation of SHGs, their development and bank linkages, their federation at the area and city levels, training, capacity building, establishing links to ULBs, mitigate social, occupational and residential vulnerabilities and provide handholding support to all the SHGs/ALFs/CLFs for minimum two years as per Social Mobilization & Institution Development (SM&ID) component of National Urban Livelihood Mission (DAY-NULM)" in different Municipal Corporations, Councils and Committees of the State of Haryana shall be considered for signing of the agreement. This Agreement (hereinafter called the "Consultancy Services") is made on the _____ day of the month of _____ 2021, between, State Urban Dev. Authority, Haryana, through its Mission Director on the one hand (hereinafter called the as First Party) which expression shall include his assignees executor and successors and on the other hand, M/s ______

through duly authorised to sign the present agreement vide resolution dated (hereinafter called the "Second party" which expression shall include in assignees, executors and succession) where as both the parties shall be here after called as parties.

- WHEREAS
- (a) The First party has offered the Second party to provide certain consulting services as defined in this agreement (hereinafter called the "Consultancy Services");
- (b) The Second party after having represented through making detailed presentation in the process for short listing by the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and after having full satisfaction that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this agreement;
- (c) The Second party with support of------ agreed to provide the Consultancy services for Training of TVC approved Street Vendors of the town as per scope of work.

Now this agreement wilnesieth as under:

IT IS HEREBY AGREED as follows:

1. Documents

This contract comprises the Complete document of RFP and following documents:

- Clause (i): Form of Contract
- Clause (ii): General Conditions
- Clause (iii): Special Conditions
- Clause (iv): Terms of Reference
- Clause (v): Schedule of Rates
- Clause (v): Format for invoice
- Clause (v): Performance Bank Guarantee

This contract constitutes the entire agreement between the parties in respect of the Second party's obligations and supersedes all previous communications between the parties, other than as expressly provided for in the agreement.

2. Consultancy Contract Signature

If the original form of agreement is not returned to the Authorized Officer (as identified in clause 3) duly completed, signed and dated on behalf of the Second party within 15 days of the date of signature on behalf of the First party, then the First party will be entitled, at its (their) sole discretion, to declare this contract void.

No payment will be made to the Second party under this contract until a copy of the Form of contract, signed on behalf of the Second party, is returned to the 1st party.

3. Commencement and Duration of the Services

The date of commencement shall be ('the Start Date') from the signing of this agreement till the completion of the project. However the duration in exceptional circumstances shall be extended by the 1st party on receipt of written request from the second party.

4. Professional Fees

Payments under this agreement shall be made as per rates quoted by second party mentioned in clause 5 subject to the achievement of the mile stones prescribed in table. The company at the time of signing of the agreement has to submit Bank Guarantee @ 5% of total contract value to STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA and Bank Guarantee will be returned back to the second party i.e. ______ after successful completion of project. EMD of Rs. ------ will be returned back to the second party after signing of the agreement.

5. Time of the Essence

Time shall be the essence of contract as regards the fulfillment by the Second Party of its obligations under this agreement.

This agreement has been executed with sound mind & free consent without any undue influence on Non-judicial stamp paper of Rs. 100/- respectively and respective parties have thereto put their signatures thereof in presence of two witnesses.

For and on	behalf of	First Party
Name:		
Date:		

For and on behalf of Second Party Name: Date:

Witness 1 Name: Date: Address:

Witness 2 Name: Date:

Address:

Clause- 2

GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATION

1. Definitions

- 'The second party' means the person(s), partnership(s) or company (ies) with whom this contract is placed.
- 'The Second party's representative' means the person duly authorized by the party who is responsible for all contractual aspects of the contract on behalf of the second party.
- 'The Second party's personnel' means any person instructed pursuant to this contract to undertake any of the Second party's obligations under this contract, including the Second party's employees, agents and sub-Second party.
- First party means the STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA through its Mission Director or through the officer authorized by Mission Director with whom the Second party enters into this agreement.
- 'The First party's Representative' means any entity appointed by the First party to act on behalf the First party with regard to procurement and/or management of this Contract.
- All Type of equipment /office accessories shall be arranged by the Second party for their own use and, the First party i.e. STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA shall not be responsible for any reimbursement of the expenditure incurred by the Second party towards purchase of such Equipments.
- 'The **Professional Fees**' means amount specified in Clause 5 and is the amount payable by the First party under this Contract, but in case of any variation in the quantity in excess/reduce of the estimated quantity the Authorised officer shall be authorized to release the payment accordingly.
- 'The Services' means the services set out in the Terms of Reference (Clause 4).
- 'Consultancy Agreement Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Agreement Price' means the price payable to the Second party as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Agreement.
- 'Agreement' means the Agreement entered into between the First party and the Second party, together with the documents annexed therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- `SCC' means the Special Conditions of Contract.
- Language of communication should be English or Hindi.

2. Interpretation

- 2.1. In the event of any inconsistency between the Form of Agreement (Clause 1), these General Conditions (Clause 2) and the Special Conditions (Clause 3), the Special Conditions shall prevail.
- 2.2. Except as expressly provided in Clause 3, the Second party is not the agent of the First party and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the First party in any respect.
- 2.3. Nothing in this Agreement is intended to make nor shall it make the First party the employer of the Second party or any of the Second party's Personnel or vice versa.

2.4. All communications by the Second party relating to notifications or applications for consents or instructions must be addressed to the First party, Authorized Officer whose name and address are given in general conditions of the Agreement.

OBLIGATIONS OF THE SECOND PARTY

3. Obligations

3.1. The Second Party shall perform all its obligations under this Agreement (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1. All members of the Second party's Personnel shall be appropriately qualified, experienced and in a sound physical condition so as to ensure that the Second party complies with all the obligations assigned under this Contract.
- 4.2. The Second Party should not change its employees/ personnel appointed for execution of the project work without prior written consent of STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA.
- 4.3. The Second Party is responsible for all acts, omissions, health, safety and security of their personnel.
- 4.4. Authorized representative of the Second Party shall himself/herself be available to attend the meetings concerning the project at the level of State Government and STATE URBAN DEV. AUTHORITY, HARYANA, PANCHKULA. Incase due to some genuine reasons he/she is not able to attend the said meeting then such person is duty bound to depute a suitable and knowledgeable office representative.

5. Disclosure of Information

5.1. The Second Party and its Personnel shall not, without the prior written consent of the First party, disclose any confidential information obtained during or arising from this Agreement (other than in the proper performance of this Agreement or as may be required by authority of competent jurisdiction) to any third party. In addition to above, no publicity shall be given to this Agreement without the prior written consent of the first Party.

6. Intellectual Property Rights

6.1. All intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Second Party or the Second Party's Personnel for the First Party or pursuant to the performance of the Services commissioned by the First Party, shall be the property of the First Party and are hereby assigned by the Second Party to the First Party.

7. Confidentiality

- 7.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
 - a) Information that is already known to third parties without breach of this Agreement; and

b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

8. Access and Audit

- 8.1. The Second Party shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Second Party shall keep the Records throughout the duration of this Agreement and will hand over the same to First Party as per its satisfaction at the completion of the Project.
- 8.2. The Second Party upon request of the First Party or its representatives or audit officials shall provide unrestricted access to the Records in order that the Records may be inspected and copied. The Second party shall co-operate fully in providing to the First party or its representative's answers to such queries as may be made about the Records.
- 8.3. Where it is found by the First party that any overpayment has been made to the Second party, the Second party shall reimburse the First party after verifications such amount, within 28 days from the date of the First party's written demand.

9. Conflict of Interest

- 9.1. Neither the Second party nor any of the Second party's personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.
- 9.2. The Second party and the Second party's personnel shall bring in notice of the First party immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

RATES AND PAYMENT

10. Applicable Provisions and Schedule of Rates

10.1. The components which comprise the Schedule of Rates are set out in the Schedule of Prices, Clause 5. In case of any variation in expenditure may be incurred in excess/reduce of the professional fees of various components shown in the Clause 5 will be permitted with the prior written approval of authority of the CMC/DMC of concerned ULB.

11. Instructions for Invoicing

- 11.1. Invoices should be submitted against agreed milestones or as specified at Clause 5, Schedule of Payments in duplicate and in accordance with the remainder of sub clause 11 of Clause 2.
- 11.2. The First party shall unless otherwise expressly provided in Clause 3 make payments due by direct credit through the **India Bank Clearing Systems** or by account payee cheque. All invoices must contain details of the India bank account to which payments are to be made.
- 11.3. Unless this Agreement is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Clause 5 of this Agreement.
- 11.4. The First party can ask proof of payment in respect of any item and shall be entitled to refuse to meet a claim if same is not provided by the Second Party within the prescribed time limit.

12. Payments

- 12.1. Subject to the First party being fully satisfied that the Second party is or has been carrying out their duties, obligations and responsibilities under this agreement, sums duly approved shall be paid within 30 days of receipt of valid invoice.
- 12.2. If for any reason the First party is dissatisfied with performance of this agreement or there has been an unreasonable delay without First party's approval an appropriate sum may be withheld from any payment otherwise due. In such event the First party shall identify the particular services with which it is dissatisfied together with the reasons for such dissatisfaction within 7 days of receipt of invoice, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 12.3. If the First party determine after paying for a particular service that the service has not been completed satisfactorily, the First party may recover, or withhold remaining payments, an amount equivalent to previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

FORCE MAJEURE AND TERMINATION

13. Force Majeure

- 13.1. Where the performance by the Second Party of its obligations under this contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the ibid party and against which Second party could not take precautions, the Second party shall promptly notify the First party in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this agreement.
- 13.2. From the date of receipt of notice given in accordance with sub clause 13.1, the First party may, at its sole discretion, either suspend this contract for up to a period of 6 months ('the Suspension Period') or terminate this agreement forthwith or extend the term of contract upto a reasonable period to give adequate time to complete the project/work.
- 13.3. If by the end of the Suspension Period, the parties have not agreed a further period of suspension or re-instatement of the agreement, this agreement shall be treated as terminated automatically.

14. Suspension or Termination without Default of the Second party

- 14.1. The First party may, at its sole discretion, suspend or terminate this agreement at any time by so notifying the Second party and giving the reason(s) for such suspension or termination.
- 14.2. Where this contract has been suspended or terminated pursuant to sub clause 14.1, the Second party shall:
 - Take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any sub-contracts) in a cost-effective, timely and orderly manner; and
 - b) Provide to the First party, not more than 30 days after the First party notifies the Second party of the suspension or termination of this agreement, stating:
 - Any costs due before the date of suspension or termination;
 - Any costs incurred by the Second party after the date of suspension or termination, which the Second party necessarily incurred in the proper performance of this contract and which it cannot reasonably be expected to avoid or recover.

- c) The First party may release the cost incurred by the Second party before termination of the project after duly verifying the work done till date.
- 14.3. Subject to the First party's approval, the First party shall pay such amount to the Second party within 15 days of receipt of Invoice in respect of the amount due.

15. Suspension or Termination with Default of the Second party

- 15.1. The First party may notify the Second party of the suspension or termination of this agreement where the services or any part of it are not provided to the satisfaction of the First party, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Second party to improve such dissatisfaction and the time within which it must be completed.
- 15.2. Where this contract is suspended under sub clause 15.1 and the Second party subsequently fails to improve the dissatisfaction, the First party may terminate this contract forthwith.
- 15.3. The First party may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate the contract forthwith where:
 - a) The Second party or any member of the Second party's personnel, either directly or through their servants or agents, breaches any of their obligations under this agreement; or
 - b) The Second party or any member of the Second party's personnel has committed an offence under the Prevention of Corruption Acts, 1988 or the National Security Act, 1980.
 - c) The Second party is a company and:
 - a. An order is made or a resolution is passed for the winding up of the Second party; or
 - b. A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Second party.
- 15.4. Where this contract is terminated in accordance with this clause, the Second party shall without prejudice to the First party's other remedies, take any steps necessary to terminate the provision of the services timely and orderly manner but shall not be entitled to any further payment in relation to this agreement.

GENERAL PROVISIONS

16. Variations

- 16.1. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No.'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in clause 4.
- 16.2. Notwithstanding anything contained/ mentioned in sub clause 16.1 the First party reserves the right to make any alterations/amendments to the terms & conditions of the contract including the 'Terms of reference' in furtherance of or to be in conformity with any relevant Government note/ guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the agreement.

17. Assignment

17.1. The Second party shall not, without the prior written consent of the First party, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Second party, any of its rights or obligations under this agreement or any part, share or interest therein.

18. Limit of Liability

- 18.1. Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Second party or the Second party's Personnel, the first party shall be entitled to claim damages from the other party and in case failure to pay the same to the 1st party, the damages shall be recovered from the second party in the form of 10 percent of the total contract amount agreed between the parties in contract.
- 19. All work must be done as per the orders and guidelines of NULM issued from time to time by Government of India. All relevant orders/guidelines to be passed and communicated by the 1st Party to the 2nd Party.

20. Retention of Rights

20.1. Sub Clauses 6, 7, 8, 9, 13, 22 and 23 of this clause 2 and any relevant clauses listed under Clause 3 shall continue in force till the termination of this Agreement.

21. Law and Jurisdiction

21.1. This Contract shall be governed by the Laws of Republic of India. All disputes if any arise between the parties during the execution of agreement shall be tried at Chandigarh where head office of the first party is situated.

22. Amicable Settlement

22.1. This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written consent of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties of this Agreement will make every attempt to resolve amicably way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both the Parties and any controversy, claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to the State Government for further settlements and their decision shall be final & abided by both the parties.

23. Penalty:-

In case of breach of the present agreement on the part of the second party, the first party shall be entitled to impose penalty on the second party @1% of the contract value of the concerned District for every month of delay or part thereof after the end date of the tenure of the contract Implementation period. Maximum penalty will be 6% of the contract value of the concerned District.

CLAUSE- 3

SPECIAL CONDITIONS

1. OFFICIALS

 1.1. The Authorized Officer is: Name: Mr. Vipin Gupta
 Designation: Addl. Mission Director, State Urban dev. Authority, Haryana, Panchkula
 Phone: 0172-02560316
 Email:suda.haryana@yahoo.co.in

1.2. The Second party's Representative is:

Name:
Designation:
Communication Address:
Phone:
Fax:
Email:

2. PAYMENT STRUCTURE

The payment schedule is contained at Clause 5 on Schedule of Rates/ Payment Milestones.

3. ARBITRATION

All disputes and differences between parties arising out of these rules or carrying out thereof or interpretation or meaning of any term hereof shall be referred to the sole arbitrator who will be appointed by the competent authority. The decision of the sole arbitrator shall be final and binding on the both parties. The arbitration proceeding shall be held in Chandigarh.