



Department of Urban Development & Housing, Itanagar, Arunachal Pradesh

Request for Proposal [RFP]

**Selection of consultant for providing Project Management Unit (PMU) for
implementation of Solid and Liquid Waste Management under Swachh Bharat
Mission 2.0 (Urban) (SBM 2.0-U) in ULBs for the
Department of Urban Development & Housing, Arunachal Pradesh**

Notice Inviting Tender No.DUD/SBM(U)-PMU/01/2022-23

Dated: 18/04/2022

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DISCLAIMER

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 Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions. Set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority 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 pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. 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 Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account 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.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority 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 Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. Introduction

1.1. Background

Department of Urban Development & Housing, Arunachal Pradesh, (here after mentioned as “Authority”) plans to select a professional agency for setting up State Level Program Management Unit (hereafter mentioned as “Consultant”)

1.2. Request for Proposals

The Authority invites proposals from interested firms (the “Proposals”) for selection of a Consultant, who shall as is the Authority as per the scope of work specified at Schedule-1 (“TOR”). The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

In order to facilitate and to monitor the implementation strategy for scientific disposal of Municipal Solid waste and to establish the Solid waste & Used Water Management Facilities in the Urban Local Bodies. The PMU shall be responsible for implementation of the project in all the 47 ULBs of Arunachal Pradesh. The Role and responsibility of the PMU shall not be restricted to the following:

- a) Preparation of Plans
- b) Validation of DPRs
- c) Assistance in Procurement Process
- d) Carrying out Project Development activities
- e) Project Implementation as per Solid Waste Management Rules, 2016
- f) Hand holding during surveys, ODF, ODF+, GFC Star rating protocols and inspection of Swachh Survekshan
- g) Capacity building of Employees of ULBs
- h) Strategy for IEC and Capacity Building & Skill development activities

A brief particular of the tender document are as under:

Name of the work	Request for Proposal (RFP) for selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh
Project Duration	3 Years. However, the extension in the project can be considered as per requirement on negotiated terms and conditions
Bid Document Cost	INR 5000/- (non-refundable)
EMD	INR 500000/- (Declaration as per guidelines)
Validity of the bid	90 days from the bid due date

The bidders are requested to pay the tender fee through RTGS/ NEFT from any nationalized bank by transferring tender fee into below mentioned bank account.

The Participants are advised to submit the original copy of tender fee remitted in to the bank account as evidence later in technical bid documents.

The Bank Account details are:

- a. Title of the account holder: Swachh Bharat Mission (Urban)
- b. Bank account number:50100251085442
- c. Bank name: HDFC
- d. IFSC code: HDFC0001643
- e. Branch: Itanagar

Each bidder should pay the tender fee as per aforesaid instructions otherwise the bid shall not be considered and will be rejected.

The bidders are advised to furnish a declaration that in case their bid / Proposal is selected then they will deposit the EMD within a period of 7 days after issuance of LOI in the form of CDR / FDR/DD issued by any Nationalized Bank for an amount of Rs. 500000 (INR Five Lacs only) pledged in favor of **Mission Director-cum-Chief Engineer, UD & Housing** which shall be released subsequently within a period of 60 days after furnishing performance Security in the form of bank Guarantee.

Note: In pursuance of GOI order vide S.O. 581(E); dated 23rd march 2012 issued by Ministry of Micro, small and medium Enterprises, the MSME firms are exempted from submitting the bid document cost and EMD fees, on producing required MSME registration certificate.

1.3. Due Diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference through virtual mode or as shall be intimated otherwise.

1.4. Download of RFP Document

RFP document can be downloaded from the official website of the department udarunachal.gov.in. and the tender portal of the Government of Arunachal Pradesh arunachaltenders.gov.in

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.6. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted. In the first stage, a technical evaluation will be carried out as specified in

Clause

3.1. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4.

1.7. Payment to Consultants

All payments to the Consultant shall be made in INR in accordance with the provisions of the Contract. The Consultant may convert INR into any foreign currency as per applicable laws and exchange risk, if any, shall be borne by the consultant. The fee shall be quoted in INR only.

1.8. Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Important Information		
1	Release of RFP	1500 Hrs on 19/04/2022
2	Last date for receiving queries	1500 Hrs on 20/04/2022
3	Pre-Bid Conference	1500 Hrs on 24/04/2022
4	Proposal Due Date or PDD	1500 Hrs on 25/04/2022
5	Opening of Proposals	1530 Hrs on 25/04/2022
6	Tender fee(TF)	Rs.5000.00(Rupees Five thousand)
7	Earnest money deposit(EMD)	Rs. 500000(Rupees Five lakh)
8	Letter of Award(LOA)	To be decided later
10	Validity of Applications	90 days from PDD

1.9. Pre-Bid Queries

Prospective Bidders may submit the queries regarding the document as per the timelines given in Clause 1.8. The queries should be addressed to the State Level Nodal Officer, SBM-Urban mentioned in clause 1.11. The queries must be asked in the following format:

Sl.No.	Relevant Clause of RFP	Page No of RFP	Query

1.10. Pre-Bid Conference Meeting

The details regarding the Pre-bid will be updated on the official website of the Authority. Bidders may register for the same on or before **1500 Hrs on 20/04/2022** by submitting the following details of their representatives attending the pre-bid conference at the email address mentioned in clause 1.11: Name, Designation, Company, Mobile number, Email Address.

A maximum of two representatives of each bidder shall be allowed to participate on production of an authority letter from the Bidder.

During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion,

consider appropriate for facilitating a fair, transparent and competitive Selection Process.

1.11. Communications

All communications including any queries should be communicated via e-mail:-
ceud2020@gmail.com and a copy to slnoudap@gmail.com

Office Address : Chief Engineer-cum-Mission Director SBM(U), Urban Development & Housing, Mowb-II, Itanagar, Arunachal Pradesh-791111

2. Instructions to Bidders

A. General

2.1 Scope of Proposal

- 2.1.1** Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. In case, a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation.
- 2.1.2** The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.3** Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.4** The Bidder shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the format Appendix-I and the Financial Proposal shall be submitted in the format Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority specified in Volume- 2.

2.2 Consortium of Firms– JV is allowed for this RFP (Maximum 2 members).

2.3 Conditions of Eligibility of Bidders

- 2.3.1** Bidders must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.3.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following:

(a) Technical Capacity

The Bidder shall have, over the last 5(five) years preceding the PDD, under taken a minimum of 1(one) eligible assignment in each of specified in clause 3.1.2(a), (b) and (c).

(b) Financial Capacity

- The Bidder shall have minimum average annual revenue of Rs.50 crores (Rupees Fifty crores only) from consultancy assignments during each of the last three financial years (i.e. 2018-19, 2019-20 & 2020-21). For the avoidance of doubt, professional fees hereunder refer to fees received by the bidder **for providing advisory or consultancy services to its clients.**
- The bidder must have positive **Net worth & positive Profit** in the last three financial years (i.e. 2018-19, 2019-20& 2020-21)

(c) Availability of Key Personnel

The Bidder shall offer and make available all Key Personnel meeting the

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requirements specified in sub-clause (d) below.

(d) Conditions of Eligibility for Key Personnel

The Bidder shall offer and make available all Key Personnel as per the TOR. Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

At State Level			
S.No	Position	Qualification and Experience	Responsibilities
1	Team Leader cum Program Management Expert – 1 no	Master's degree in Management (MBA) or Environmental sciences Minimum 7 (Seven Years of experience in SWM)	<ol style="list-style-type: none"> 1. He/ She will lead, co-ordinate and supervise the PMU Team for delivering the PMU Services in a timely manner. 2. Capacity building 3. Provide SWM & UWM related inputs in IEC programmes. 4. Provide support to PMU Team members. 5. Liaisoning for training, Seminars & workshops. 6. Technical guidance in procurement of SWM/UWM related machineries & equipments.
2	Solid waste Management Expert – 1 no	Engineering degree in any branch or master's in environmental sciences or MBA Minimum 5 (Five Years of experience in SWM)	<ol style="list-style-type: none"> 1. He/ She will be responsible for implementation of solid waste management projects. 2. Handholding of ULBs in SWM projects. 3. Assist in Swachh Survekshan related requirements, ODF+/ ODF++/ Water+ and GFC Star Rating etc.
3	Wastewater Expert – 1 no	Graduate in Civil/ Mechanical / env. Engineering or master's in environmental sciences. Minimum 5 (Five Years of experience in Wastewater Treatment)	<ol style="list-style-type: none"> 1. Assist ULBs in finding solution to faecal sludge Management. 2. Assist ULBs in implementation of FSSM /STP projects.
4	MIS expert – 1 no	Engineering degree in any branch or MBA Minimum 5 (Five years of experience in MIS and data base management)	<ol style="list-style-type: none"> 1. Assist ULBs in updating dashboard. 2. Develop suitable web-based applications for updating monthly progress. 3. Proposed IOT based solutions for efficient based monitoring.

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5	IEC & CB Specialist – 1 no	Master's in mass communication Minimum 5 (Five years of experience in IEC projects)	<ol style="list-style-type: none"> 1. Assist ULBs in formulation of IEC and Public awareness action plan on sanitation and SWM & UWM. 2. Assist ULBs in Capacity Building & Skill Development activities, preparing CB plans. 3. Liasoning in training, seminar, workshops.
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At ULB Level			
S.No	Position	Qualification and Experience	Responsibilities
1	Project Associate 10 nos (on cluster basis)	Engineering degree in any branch or MBA Minimum 5 (Five years of experience in MIS and data base management)	<ol style="list-style-type: none"> 1. Assist ULBs in updating MIS on dashboard. 2. Handhold ULBs for preparation of documentation for Swachh Survekshan ODF/ ODF+/ Water+ and GFC Star Rating etc.

2.3.3 Certificate regarding total revenue from consultancy assignment

The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from consultancy assignments during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. If the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

2.3.4 Power of Attorney

The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the bid submission is signed by a Partner or Director (on the Board of Directors) of the Bidder.

2.3.5 Entities barred by Government/PSUs

Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.3.6 Past performance of the Bidder

A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

- 2.3.7** While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets if the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms as per requirement, making necessary provision for incorporation of the requested information.

2.4 Conflict of Interest

- 2.4.1** A bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall take action as per bid security declaration.
- 2.4.2** The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.4.3** If the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15(fifteen) days.[Refer Schedule 2 for guidance note]

2.5 Number of Proposals

No Bidder, applying individually or its associate entity shall submit more than one bid for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another bid.

2.6 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project sites etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.7 Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) Made a complete and careful examination of the RFP.
- (b) Received all relevant information requested from the Authority.
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.

- (d) Satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations there under.
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8 Authority not to be liable

The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to reject any or all Proposals

2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject any or all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.9.2 Without prejudice to the generality of Clause 2.8., the Authority reserves the right to reject any Proposal if:

- (a) At anytime, a material misrepresentation is made or discovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. Documents

2.10 Contents of the RFP

2.10.1 This RFP comprises of two volumes as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause

2.11 Request for Proposal

1. Introduction
2. Instructions to Bidders
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

1. Terms of Reference
2. Guidance note on conflict of interest

Appendices

1. Appendix–I: Technical Proposal
2. Form1: Letter of Proposal
3. Form2: Particulars of the Bidder
4. Form3: Statement of Legal Capacity
5. Form4: Power of Attorney
6. Form5: Financial Capacity of the Bidder
7. Form6: Abstract of Eligible Assignments of the Bidder
8. Form7: Eligible Assignments of Bidder
9. Form8: Particulars of Key personnel
10. Form9: Curriculum Vitae (CV) of Key Personnel
11. Form10: Bid Security Declaration

Appendix–II: Financial Proposal

1. Form1: Covering Letter
2. Form2: Financial Proposal
3. Checklist for bid submission

Volume2

1. Form of Contract
2. General Conditions of Contract
3. Appendices

2.11 Clarifications

2.11.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8 with subject titled:

“Queries concerning Request for Proposal (RFP) for Appointment of State level Programme Management Unit for Department of Urban Development & Housing, Arunachal Pradesh”

The queries should clearly mention the concerned clause and page number of the RFP.

2.11.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.12 Amendment of RFP

- 2.12.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/Amendment/Corrigendum and posting it on the Official Website.
- 2.12.2** All such Addendum/ Amendment/Corrigendum will be notified on the Official Website along with the revised RFP if required containing the amendments and will be binding on all Bidders.
- i. To afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD. If date extended, it will be notified on the websites.

C. Preparation and Submission of proposal

2.13 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.14 Format and signing of Proposal

- 2.14.1** The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects and by due date and time.
- 2.14.2** The Bidder shall submit its bid in the electronic form on or before the date and time as mention in the Schedule of Selection Process at Clause 1.8.

2.14.3 Bids along with all the scanned copies of the document should be submitted in the electronic form only through e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be digitally signed using digital signatures by the authorized representative (the “Authorised Representative”) as detailed below :

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

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarized by a notary public in the form specified in Appendix-I(Form-4) shall be submitted along with the Proposal.

2.14.4 The following documents shall be sent separately to the Authority in original through Speed Post /Registered Post or delivered by hand to the person specified in the Clause 1.11.1 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

- a. Power of Attorneys required under Clause 2.14.3(c);
and
- b. Tender Fee and EMD (Demand Draft/FD in original)

The envelope specified in this clause 2.13.4 shall clearly bear the following identification:

“RFP for Selection of Consultant for State Level Program Management Unit for Department of UD & Housing, Govt. of Arunachal Pradesh”

If this envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

2.14.5 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded by the closing time of Proposal Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.15 Technical Proposal

2.15.1 Bidders shall submit the technical proposal in the format set Appendix-I (the “Technical Proposal”).

2.15.2 While submitting the Technical Proposal, the Bidder shall

ensure that:

- (a) The Bid Security Declaration is provided.
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories.
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws.
- (d) CVs of all Professional Personnel have been included
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.1 of the RFP
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and counter signed by the Bidder. A copy of the CV signed by Key Personnel, duly counter signed by the authorized signatory, shall be accepted. Unsigned CVs shall be rejected
- (h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP
- (i) Professional Personnel proposed have good working knowledge of English language
- (j) Key Personnel would be available for the period indicated in the TOR
- (k) The proposal is responsive in terms of Clause 2.22.3.

2.15.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15.4 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Authority there under.

2.15.5 In case it is found during the evaluation or at any time before issuing forward letter or after its issuance and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given many materials in correct or false information, the Bidder shall be disqualified forth with if not yet appointed as the Consultant either by issue of the LOA and if the Selected Bidder has already been issued the LOA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any

manner whatsoever to the Selected Bidder or Consultant, as the case may be.

In such an event, the Authority shall execute the provision of Bid Security Declaration/forfeit and appropriate the Performance Security, as the case may be, as mutually agreed pre- estimated compensation and damages payable to the Authority for, interlaid, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.16 Financial Proposal

2.16.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees INR, and signed by the Bidder’s Authorized Representative.

2.16.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (a) All the costs associated with the assignment shall be included in the Financial Proposal, except the cost indicated in clause 2.16.2-(b) & (c) below. These shall normally cover remuneration for the personnel, surveys, equipment, printing of documents, food, OPEs, etc.
- (b) GST at applicable rates shall be inclusive.
- (c) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

2.16.3 Discrepancies/non-conformities/errors in the financial bid form will be addressed as follows:

- (a) If, in the cost structure quoted, there is discrepancy between the unit cost and total cost, the unit cost shall prevail, and the total shall be corrected accordingly
- (b) If there is an error in the total corresponding to the addition and subtraction north sub-totals, the sub-totals shall prevail, and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail
- (d) Such a discrepancy in an offer will be conveyed to the tendered asking him to respond by a target date and If the tender does not agree to Procuring Entity’s observation, the tender is liable to be rejected and considered unresponsive.

2.17 Submission of Proposal

2.17.1 The Bidders shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Authorized Representative of the Bidder as per the terms of the RFP. In case the proposals submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the

downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.17.2 The proposal shall need to be submitted online on the tender portal of the Government of Arunachal Pradesh arunachaltenders.gov.in itself; Manual/Offline bids shall not be accepted under any circumstances. Also, the Bidder shall have to separately send Power of Attorney in original to the Authority as specified in the Clause 2.14.4.

2.17.3 The Technical and Financial bids must be submitted online in the respective folders, one clearly marked “Technical Proposal” and the other clearly marked “Financial Proposal”. It is further provided that

(a) The folder marked—Technical Proposal shall contain:

Technical Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 11 of Appendix-I and supporting documents; and

(b) The folder marked—Financial Proposal shall contain:

Financial Proposal in the prescribed format (Forms-1 & 2 of Appendix-II).

2.17.4 All pages of the Technical Proposal and Financial Proposal must be numbered and digitally signed by the Authorized Representative of the Bidder.

2.17.5 The complete Proposal must be submitted **online** on or before **1500 hours** on the Proposal Due Date specified in Clause 1.8. Proposals submitted by post, fax, telex, telegram, in- person or e-mail shall not be pertained.

2.17.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photo copies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be pertained.

2.17.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.18 Proposal Due Date(PDD)

2.18.1 Proposal should be submitted online on the tender portal of the Government of Arunachal Pradesh arunachaltenders.gov.in on or before **1500 Hrs** on the Proposal Due Date specified at Clause 1.8 in the manner and form as detailed in this RFP.

2.18.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.12 uniformly for all Bidders

2.19 Late Proposal

Proposals submitted after the due date will not be accepted by the department and hence will automatically be rejected. The Authority will in no case be responsible if the bid is not submitted within the specified timelines.

2.20 Modification/substitution of Proposals

2.20.1. No Proposal shall be modified, substituted, or withdrawn by the bidder on or after the Proposal Due Date.

2.20.2 Any request for alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.21 Bid Security Declaration

The Bidder shall furnish as part of its Proposal, a "Bid Security Declaration" as per Form 11- Appendix-I. Any Bid not accompanied by the "Bid Security Declaration" will be rejected by the Authority as non-responsive.

D. Evaluation Process

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at **1530** hours on the same day of the Proposal Due Date. The folder of technical proposal shall be opened first. The folder of Financial Proposal shall also be opened on the same day after scrutiny of the technical bids.

2.22.2 Proposal withdrawn prior to proposal due date shall not be considered for evaluation.

2.22.3 Prior to detailed evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive, only if:

- (a) The Technical Proposal is received in the form specified at Appendix-I
- (b) It is received by the PDD including any extension thereof pursuant to Clause 2.17
- (c) It is signed, sealed & marked as stipulated in Clauses 2.14 and 2.17
- (d) It is accompanied by the Power of Attorney as specified in Clause 2.3.4
- (e) It contains all the information (complete in all respects) as requested in the RFP
- (f) It does not contain any condition or qualification

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by

the Authority in respect of such Proposals.

- 2.22.5** The Authority shall subsequently examine and evaluate Proposal in accordance with the Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6** After the technical evaluation, the Authority shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Financial Proposals. The opening of Financial Proposals shall be done on the same day in presence of respective representatives of Bidders, who are technically qualified and who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.7** Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

- 2.24.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from many Bidders regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2** If a Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority. Information sought/provided by the bidder should not constitute any material deviation from the proposal submitted by the bidder.

E. Appointment of Consultant

2.25 Discussion

- 2.25.1** The Selected Bidder may, if necessary, be invited for discussion with an objective to re-confirm the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be conversed during the discussion. In case the Selected Bidder fails to reconfirm its commitment, the Authority will scrap the bid for that site and call for Re-bid. The Authority may also declare the Selected Bidder as unfit/blacklisted for future bidding.
- 2.25.2** The Authority may examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.
- 2.25.3** The Authority shall review the team of experts of the PMU on quarterly basis through standard Performance Appraisal procedure and the selected bidder shall tender its commitment in writing (Form-12) that it shall replace such underperforming experts as recommended by the Department within 1 (one) month from the date of such communication by the Department, failing which, the agreement shall stand terminated.

2.26 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt to the LOA, give letter of unconditional acceptance of the same. In case unconditional acceptance is not received within time, the Authority may, unless it consents to extension of time for submission thereof, take action as per bid security declaration.

2.27 Submission of Performance Security

- 2.27.1** The selected bidder will submit a Performance Security for a sum of 5% of the total contract value in the form of Bank Guarantee (BG) as per the format given in the appendix to the Draft Contract in Vol 2 of the RFP. Failure to submit the performance guarantee will lead to action as per bid security declaration.
- 2.27.2** Validity: Valid for the entire Project term + 02 Months. It shall be a single deposit in the form of a Bank Guarantee.
- 2.27.3** In the event of termination, Buyer may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Buyer under law.
- 2.27.4** Such Performance Bank Guarantee, in the prescribed format, from a scheduled commercial bank must be submitted by Bidder to the Buyer within 15 days of award of contract by Dept. of Urban Development & Housing, Arunachal Pradesh.
- 2.27.5** The payments to the Bidder shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness.
- 2.27.6** If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Bidder.
- 2.27.7** If the Bidder duly performs and completes the contract in all respects, the Buyer shall

refund the Performance Security to the Bidder within 30 days of completing all contractual obligations by the Bidder.

2.27.8 Failure of the successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

2.28 Submission Tender FEE (TF) & Earnest Money Deposit(EMD)

2.28.1 Tender Fee and Earnest Money Deposit are to be paid electronically over the Online Payment facility provided in the Portal, anytime after Bid Submission Start Date & before Bid Submission End Date through NetBanking.

Tender Fee(TF) will be **Rs.5,000.00** & Earnest Money Deposit (EMD) will be **Rs.5,00,000.00**

2.28.3 The EMD amount shall be refunded to all the bidders including selected bidder in their respective Bank Account, after the Work Order event is completed on receipt to Performance Bank Guarantee from the selected bidder.

2.28.4 The earnest money deposited by the successful bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid.

2.28.5 The EMD may be forfeited:

2.28.5.1 If the bidder with draws or modifies order gates its bid during the period of bid validity specified by the Bidder in the Bid.

2.28.5.2 If it comes to notice that the information/documents furnished in its bid are false, misleading or forged; or

2.28.5.3 In the case of a successful Bidder, if the Bidder fails;

- i. To sign the Contract in accordance with the terms & conditions; or
- ii. To furnish Bank Guarantee for contract performance in accordance with the terms & conditions.

b. Execution of Agreement

After submission of Performance Security in the form of Bank Guarantee, the selected Bidder shall execute the Agreement as per the draft given in Vol2 of the RFP. The selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Consultant fails to sign the agreement within the stipulated time prescribed in the RFP or as may be agreed by the Authority, action shall be taken against the bidder as per bid security declaration.

c. Commencement of Assignment

The Consultant shall commence the Services within 7(seven) days of the date of the Agreement, or such other date as may be mutually agreed.

d. Invitation to the Second Ranked Bidder

If the selected bidder fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified in Clause 2.29, action shall be taken as per Bid Security declaration against the first ranked bidder.

e. Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all

information as strictly confidential. The Authority will not return any Proposal, or any information related thereto.

3. Criteria for Evaluation

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's relevant experience, Key personnel proposed for the assignment, Bidder's approach and methodology etc. This evaluation shall be done by a designated committee. Only those applicants whose technical score 60 points or more out of 100 shall be ranked as per the score achieved by them, from highest to lowest technical scores

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

SL.No	Criteria	Marks
1	Relevant Experience	10
a.	One Successful ongoing/completed project in case of Sole firm in the field of SWM	5
b.	More than One Successful ongoing/successful projects in case of JV/ consortium in the field of SWM	10
2	Relevant Experience of the Team(3.1.6)	60
Team Leader cum Program Management Expert	Experience in SWM between 7 – 10 years	8 Marks
	>10 to 12 years	12 marks
	More than 12 years	15 marks
Solid waste Management Expert	Between 5-7 years	8 Marks
	>7 to 9 years	12 marks
	More than 9 years	15 marks
Waste water Expert	Between 5-7 years	7 Marks
	>7 to 9 years	9 marks
	More than 9 years	12 marks
MIS expert	Between 5-7 years	5 Marks
	>7 to 9 years	7 marks
	More than 9 years	9 marks
IEC & CB expert	Between 5-7 years	5 Marks
	>7 to 9 years	7 marks
	More than 9 years	9 marks
3	Approach and Methodology Technical Presentation	30

3.1.3 Eligible Assignments for Evaluation of Bidder's Experience

For the purposes of evaluating the relevant experience of the bidder, consultancy assignments undertaken in the last 5(five) years preceding the Proposal Due Date (PDD),

shall be deemed as eligible assignments (the “Eligible Assignments”).

3.1.4 Evaluation of Proposed Approach and Methodology

Proposed approach and methodology shall be submitted in the proposal by the bidder. The Authority at its own discretion may schedule a technical presentation on pre-scheduled date/ time and venue to be communicated by the Authority. Evaluation will be based on Conceptual clarity/ Understanding of the context/Approach to the Project/ Work Plan & Methodology and Proposal Presentation by the Team. Total marks allocated for the presentation/ A&M will be 30.

Short-listing of Bidders on Technical Proposal

Only those Bidders whose Technical Proposals score of 70 (seventy) marks or more out of 100 shall be short-listed for further consideration and shall be ranked from highest to the lowest based on their technical score (TS). However, if the number of such short-listed bidders is less than two, the Authority may, scrap the tender and invite a fresh tender.

3.2 Evaluation of Financial Proposal

For financial evaluation, the total cost indicated in the Financial Proposal will only be considered.

3.3 Combined and Final Evaluation

3.3.1 Proposals will finally be ranked according to their combined technical (TS) and financial scores (FS) as defined below-

Combined Score (CS)=(0.8)*TS+(0.2)x (FS
min/FS*100) Where,

CS=overall combined score of bidder under consideration (calculated up to two decimal points)

TS=Technical score of the bidder under consideration

FS=Financial bid value of the bidder under consideration

FS min=Lowest financial bid value among the financial proposals under consideration

3.3.2 The Selected Bidder shall be the Bidder having the highest combined score(CS1).

4. Fraud & Corrupt Practices

4.1 Action to be taken in case of Prohibited Practices

4.1.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited

Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per bid security declaration and for felt Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, interlaid, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- 4.1.2** Without prejudice to the rights of the Authority under Clause 4.1 here in above and the rights and remedies which the Authority may have under the contract, if a Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the signing of contract, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.2 Definition of Prohibited Practices

For the purposes of this Clause, the following terms shall have them meaning here in after respectively assigned to them:

- (a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided here in, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA as the case may be, any person in respect of any matter relating to the Project or the LOA who at any time has been or is a legal, financial or technical consultant/adviser of the Authority in relation to any matter concerning the Project;
- (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a

Conflict of Interest; and

- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Miscellaneous

- 5.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Arunachal Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at anytime, to:
- I. Suspend and/ or cancel the Selection Process and / or amend and /or supplement the Selection Process or modify the dates or other terms and conditions relating there to
 - II. Consult with any Bidder to receive clarification or further information
 - III. Retain any information and /or evidence submitted to the Authority by, on behalf of and / or in relation any Bidder; and/or
 - IV. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related too raising from the exercise of any rights and /or performance of any obligations here under, pursuant here to and / or in connection here with and waives any and all rights and /or claims it may have in this respect, whether actual or contingent, whether present or future
- 5.4** All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become the property of the Authority. The Authority will not return any submissions made here under. Bidders are required to treat all such documents and information as strictly confidential.
- 5.5** The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record

Schedule1–Terms of Reference

6.1 Scope of Services

The Department of Urban Development & Housing, Arunachal Pradesh intends to hire the services of a consultant (Firm) to assist the ULBs in improving Solid Waste &

Department of Urban Development & Housing, Arunachal Pradesh

Used Water Management in all 47 ULBs of Arunachal Pradesh for 36 months and the consultancy period may be increased as desired by the authority. Further, the consultants should assist in preparation of DPR for all ULBs of Arunachal Pradesh.

- (a) Assist the Department and all assigned ULBs in all activities related to the compliance of SWM rules 2016, Plastic waste Management rules 2016, C&D waste management rules and those related to the compliance of MSW Management related directions of Hon'ble NGT.
- (b) Review DPRs prepared on Cluster based planning and draw out ULB level solutions.
- (c) Prepare standard operating procedures SOPs for execution of collection, transportation, Processing, and disposal of MSW. Also, Capacity building of the department and all assigned ULBs staff for execution of these activities.
- (d) Prepare techno-economic feasibility reports and provide transaction support for procurement of services required for MSW management and sanitation work in department and all assigned ULBs.
- (e) As required by the department and all the 47 assigned ULBs, provide all assistance in identifying various equipment, vehicles, etc. for MSW management and Sanitation work
- (f) Provide technical inputs on requirement of Structures and other infrastructure for waste management e.g. Hand carts, Cycle/ battery rickshaws Compost pits, Dry waste segregation and RDF plant etc.
- (g) Help the department and all assigned ULBs in effective IEC campaign in order to garner citizen's support in waste management, including source segregation. Avoiding of littering, cooperation with Sanitation staff etc.
- (h) Help the department and all assigned ULBs in Faecal Sludge Management and waste water management.
- (i) Help the department and all assigned ULBs in managing mechanical road sweeping, drains and sanitation work.
- (j) PMU will do the feasibility study for collection and transportation infrastructure for construction and demolition (C&D) waste where applicable and assist Department and all assigned ULBs in establishing a system for C&D waste management.
- (k) The PMU will assist department and all assigned ULBs in engagement of consultants / agencies for undertaking technical activities (Engineering Surveys, MSW Survey, laboratory testing of MSW, technical reports, technical schedules etc. The cost of engagement of such consultants/ agencies shall be borne by department and all assigned ULBs on actual basis.
- (l) Assist department and assigned ULBs in documentation and other activities related to Swachh Survekshan, ODF/ODF+ & GFC Star Rating etc.

6.4.2 Payment Schedule

In Consideration of its services, Agency /firm shall be paid on quarterly basis or as may be agreed by both parties during finalization of agreement and same shall be subject to sanction

and release of fund by MoHUA, GoI and State Finance Department to State Level Nodal Agency. Such fee paid shall be equal to the fee quoted by the agency in its financial proposal.

6.4.3 Schedule of leave for experts / Consultant

All Experts / Consultants deployed by the agency can avail three days of leave in a month during the term of Assignment apart from weekly off and regular leaves of the Directorate. They can accumulate up to 10 days of such leave and can avail it in any given month. If in a case of emergency any expert / consultant takes more leaves than his /her entitlements, un entitled absence period shall not be billed. For more than 15 days of a resource, agency will provide substitute having same or better qualification and experience. Intimation of substitution shall be communicated to the Department. All the leaves and the replacement of resource shall be informed to the concerned official of the directorate either in advance or on next working day.

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7. Schedule2–Guidance Note on Conflict of Interest (for Consultant) (See clause 2.4)

- 7.1** This note further explains and illustrates the provisions of Clause 2.4 of the RFP and shall be read together there within dealing with specific cases.
- 7.2** Consultants should be deemed to be in a conflict of interests situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 7.3** Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- i. Potential consultant should not be privy to information from the Authority which is not available to others.
- ii. Potential consultant should not have defined the project when earlier working for the Authority.
- iii. Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires /contractors:

- i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire /contractors avian except relationships restricted to project-specific and short-term assignments.
- ii. No consultant should be involved in owning or operating entities resulting from the project.
- iii. No consultant should bid for works arising from the project.

The participation of companies that maybe involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, there-fore, needs to be avoided.

- 7.4** The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority .All conflicts must be declared as and when the consultants become aware of them.
- 7.5** Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited number so experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger

companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

- 7.6** Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the pro-posed documentation a real so eligible for the consequent assignment or project.
- 7.7** Another form of conflict of interest called “scope–creep” a rises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority, but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
- 7.8** Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest; they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX-I: TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

Mission Director,

Department of Urban Development &
Housing,
Arunachal Pradesh

Sub: Request for Proposal (RFP) for Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh

Sir,

1. With reference to your RFP Document mentioned above, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Consultants for the proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the a fore said Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or other wise and here by waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitrator judicial authority or a judicial pronounce mentor arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract

terminated by any public authority for breach on our part.

7. I/We declare that:

(a). I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

(b). I/We do not have any conflict of interest In accordance with Clause 2.4 of the RFP Document;

(c). I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d). I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.

9. I/We declare that we/ any member of the consortium are/is not a Member of a / any other Consortium applying for Selection as a Consultant.

10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse order passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the abovementioned Project.

14. A bid securing declaration is attached, in accordance with the RFP document.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/ we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 90(ninety) days from the PDD specified in the RFP.

Department of Urban Development & Housing, Arunachal Pradesh

17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached here within Form4 A.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP document, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out for concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted separately as specified in the RFP. This Technical Proposal read with the Financial Proposal shall constitute the Bid which shall be binding onus.
20. I/We agree and undertake to a bid by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder/Lead Member)

Form-2 : Particulars of the Bidder

1.	<p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership): Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers, e-mail of authorized signatory of the Bidder:</p> <p>Name:</p>
2.	<p>For the Bidder, state the following information:</p> <p>In case of non-Indian Firm, does the Firm have business presence in India? Yes/No, If Yes, provide the office address (es) in India.</p> <p>Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No(Undertaking on Non-Judicial Stamp paper with notarization)</p> <p>Has the Bidder, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the question sat (ii) to (v) is yes, the Bidder is note legible for this consultancy assignment.</p>

Form 3: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Sir,

We here by confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that.....(Insert individual's name)will act as our representative/will act as the representative of the consortium nits behalf*and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

Form-4A: Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do here by constitute, nominate, appoint, and authorize Mr./Ms.....son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of.....as our true and lawful attorney (here in after referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for (RFP) for Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh,(the “Authority”) including but not limited to signing and submission of all bids, proposals and other documents and writings, participating in pre- bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon letter of award there of ours.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2021-22

For.....

(Signature, name, designation and address)Witnesses:

- 1.
- 2.

Notarized

Accepted

.....(Signature, name, designation and address of the Attorney)

(* In case of consortium, must be submitted by all member of consortium)

Form-5: Financial Capacity of the Bidder

S. N	Financial Year	Annual Revenue from consultancy assignments(in Rs. Lacs)
1.	2018-19	
2.	2019-20	
3.	2020-21	

Certificate from the Statutory Auditor

This is to certify that.....(Name of the Bidder)has an annual revenue from consultancy assignments as how above.

(Signature, name, and designation of the authorized signatory)Date: Name and seal of the audit firm:

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please do not attach any printed Annual Financial Statement.

Form-6: Abstract of Eligible Assignments of the Bidder

S.No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. lacs)	Professional Fees received by the Bidder (in Rs. lacs)
(1)	(2)	(3)	(4)	(5)
Projects listed for 3.1.4(a)				
Projects listed for 3.1.4(b)				
Projects listed for 3.1.4(c)				

Project enlisted to detail individually as per Form 7. Additional rows may be added as required

Form-7: Eligible Assignments of Bidder

1	Name of the Bidder	
2	Name of the Project/Assignment	
3	Name of the Location	
4	Name of the Client and Address	
5	Estimated Cost of the Project(in Rs. Crore)	
6	Approximate value of the Contract(in Rs. Crore)	
7	Start Date of the services(month/year)	
8	End Date of the services(month/year)	
9	Description of the project	
10	Description of the services performed by the bidder	
<p>It is certified that the afore said information is true and correct to the best of my knowledge and belief</p> <p>(Signature, name and designation of the authorized signatory)</p>		

Form-8: Particular of Key personnel whose details are provided by the bidder

Position for which Proposed	Name	Educational Qualification	Total Experience in Number of years

**(Signature, name and designation of the authorized
signatory)**

Additional rows maybe added as required

Form-9: Curriculum Vitae (CV) of Key Personnel

- 1 Proposed Position:
- 2 Name of Personnel:
- 3 Date of Birth:
- 4 Nationality:
- 5 Educational Qualifications:

Name of Course	Name of Institution/University	Year of Passing

- 6 Employment Record:

(Starting with present position, list every employment held in reverse order.)

Name of Organization	Designation	From	To

- 7 Details of Specific Experience:

(Details of specific assignments relevant to the position as per the evaluation criteria mentioned for the position in Clause no 3.1.6 technical evaluation of team be given in the following format)

Department of Urban Development & Housing, Arunachal Pradesh

1.	Name of the project:
2.	Cost of the Project:
3.	Consultancy Fee for the Project:
4.	Name of the Client:
5.	Name and contact number of Client's representatives (Reference):
6.	Location:
7.	Position held:
8.	Duration for which position held:
9.	Salient Features of the Project:
10.	Role assigned:
11.	Activities performed:
(Use additional rows for each project)	

Certification:

- (a). I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- (b). I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me including qualifications and experience. All the details submitted by me are in consonance to the experience requirements as indicated in clause 3.1.6 of the RFP no.....dated of the Department

Signature.....

Counter signed by:

Form10- Format for Bid Securing Declaration

(On Bidder's letter head) (Date and Reference)

To,

Subject:-Bid Security Declaration

We, the undersigned, declare that :

We understand that, accordingly to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will be automatically suspended from being eligible for bidding in any contract with the Department of Urban Development & Housing for the period of 3 years from the date of PDD, if we are in breach of our obligation(s) under the bid conditions, if we :

- (a). Are engaged in another prohibited(fraud and corrupt) practice specified in section 4 of the RFP.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
- (c). Are found to have a conflict of interest as specified in clause 2.4.

Signed:

[(Signature, name and designation of the authorized signatory)]

Form 11- Format for Bid Securing Declaration

(On Bidder's letterhead)(Date and Reference)

To,

Subject:-Bid Security Declaration We, the undersigned, declare that:

0

We understand that, accordingly to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will be automatically suspended from being eligible for bidding in any contract with the Department of Urban Development & Housing for the period of 3 years from the date of PDD, if we are in breach of our obligation(s) under the bid conditions, if we:

- (a). Are engaged in another prohibited(fraud and corrupt) practice specified in section 4 of the RFP.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
- (c). Are found to have a conflict of interest as specified in clause 2.4.

Signed:

[(Signature, name and designation of the authorized signatory)]

Form 12 - Format for Undertaking on Replacement of PMU experts

(On Bidder's letter head) (Date and Reference)

To,

Subject:- Undertaking on Replacement of PMU experts

We, the undersigned, declare that :

We shall ensure that the PMU experts so engaged fulfill their duties /obligations as stated in Clause 6.1 of the RFP.

We are aware that the Authority shall review the team of experts of the PMU on quarterly basis through standard Performance Appraisal procedure.

We undertake to replace such underperforming experts as recommended by the Department within 1 (one) month from the date of such communication by the Department, failing which, the agreement shall stand terminated.

Signed:

[(Signature, name and designation of the authorized signatory)]

Appendix-II: Financial Proposal

Form-1: Covering Letter

(On Bidder's letter head)(Date and Reference)

To

Subject: Request for Proposal (RFP) for Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM-U) in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh

Sir,

I/We[name of the applicant Agency/ the Authorized Signatory duly authorized by the applicant Agency to submit this Tender], do here by submit our Proposal **for Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh** in accordance with provisions of terms and conditions of this Bidding Document.

- i. Our Financial proposal shall be binding up to the expiration of the validity period of the Tender i.e. 75 days from the date of opening of financial bid.
- ii. We understand that you are not bound to accept any Tender you receive without assigning any reason.
- iii. Financial Proposal is enclosed at Form-2 & Form 2A of Appendix-II.

We remain,
Yours sincerely

(Authorized Signatory)

Name & title of signatory

Name & stamp of firm

Above amounts is excluding GST which shall be paid as per applicable law and would be paid extra.

(Signature, name and designation of the authorized signatory)

Appendix -II
Form - 2

Item No.	Total Annual Amount	Amount of GST (CGST+GST)	Total Amount in Figure (2+3)	Total Amount in Words (2+3)
1	2	3	4	5
Grand total per month				
Grand total per year				
Grand total per 3 years (36 months)				

Note: Price quoted above shall be evaluated for the purpose of financial score

- The Financial proposal quoted in Form 2 will be considered as financial bid. The financial proposal in Form 2 should include the annual remuneration to be paid to the all the key personnel mentioned in form 2A. The quoted price for the project associate in form 2B shall not be the part of financial proposal as the engagement of project associate is required on need basis as and when decided by the management of the department.

Form 2A
Break up of Man Month rate for each expert

S. No.	Key Experts	No. of Resources	On site Deployment No. of Days in Month	Man Month rate of 1 resource INR	Total amount Year 1 INR
State Level					
1	Team Leader cum Program Management Expert	1			
2	Solid Waste Management Expert	1			
3	Waste Water Expert	1			
4	MIS Expert	1			
5	IEC & CB Specialist	1			
ULB Level					
1	Project Associate	10			

Note:

- Based on the requirement, the consultant may be required to deploy additional experts, within Department of Urban Development & Housing for which the department shall pay the applicant the rate quoted by the selected consultant for man month rate based on deployment days.

Vol -2

Form: Form of Agreement

Draft of Agreement

Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) in 47 (forty seven) ULBs for the Department of Urban Development & Housing, Arunachal Pradesh.

This AGREEMENT is made on the day of themonth of 2022 between, Department of Urban Development & Housing, Arunachal Pradesh having its office _____; India (hereinafter referred to as “Authority” which expression shall include its successors) of the first Part, and, M/s (hereinafter referred to as the “Consultant Agency” which expression shall include its successors) of the Second Part.

Whereas, Authority has floated Request for Proposal No..... on date for selection of PMU as defined in RFP document (hereinafter referred to as the “Project”).

And whereas, the “Consultant Agency” submitted its proposals for the aforesaid project, whereby the “Consultant Agency” represented to the “Authority” that it had the required professional skills, and in the said proposals the “Consultant Agency” also agreed to provide the Services to the “Authority” on the terms and conditions as set forth in the RFP and this Agreement;

And whereas the Authority, on acceptance of the aforesaid proposal of the “Consultant Agency”, issued Letter of Award dated (the “LOA”) to the “Consultant Agency”.

NOW, This AGREEMENT witnesses as follows: -

1. Definitions

Department of Urban Development & Housing, Arunachal Pradesh

In this document, unless otherwise mentioned or expressed clearly, the terms Bidder would have meaning as given below:

1.1 "Bidder" means the organization which signs and submits the RFP document and bids for the contract and / or awarded the Contract Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh for successful implementation & completion of the activities as mentioned in Clause 6.1 of the RFP".

1.2 "Committee" means Committee constituted by " Chief Engineer cum Mission Director (SBM-U), Department of Urban Development & Housing, Arunachal Pradesh in relation to this Process by whatever name and includes Authority officials. Technical Committee and Central Purchase Committee as appointed by the Authority, for the purpose of processing this RFP.

1.3 "Authority" means Chief Engineer cum Mission Director (SBM-U), Department of Urban Development & Housing, Arunachal Pradesh

1.4 "Contract/ Agreement" means the Agreement entered into between the Authority and the Bidder as recorded in the Contract form signed by the Authority and the Bidder including all attachments and Appendix/ Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

1.5 "Department" means Department of Urban Development & Housing, Arunachal Pradesh

1.6 "Effective Date" means the date on which the Contract is signed and executed by the Authority and successful bidder.

1.7 "Penalty" means the financial deduction imposed due to violation of Contract, Breach of SLA or Failure to achieve the Standards of Service set in this RFP.

1.8 "Purchaser" Purchaser means Chief Engineer cum Mission Director (SBM-U), Department of Urban Development & Housing, Arunachal Pradesh, shall be authorized person to act on behalf of Authority in reference to this RFP.

1.9 "Performance Bank Guarantee (PBG)" Means Unconditional Irrevocable Bank Guarantee from a Nationalized Bank valid till completion of the Contract.

1.10 "Successful Bidder" The bidder who signs and submits the RFP document and bids for the contract and is awarded the bidder for Selection of consultant for providing Project Management Unit (PMU) for implementation of Solid and Liquid Waste Management under Swachh Bharat Mission 2.0 (Urban) (SBM 2.0-U) and other activities as mentioned in Clause 6.1 of the RFP in ULBs for the Department of Urban Development & Housing, Arunachal Pradesh.

1.11 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.12 Any reference to "Clause" means clause of this agreement.

2. The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

a) Agreement.

b) Annexure of Agreement.

c) RFP; and

d) Letter of Award

3. The following documents in relation with the RFP shall be deemed to form and be read and construed as part of this Agreement viz.

3.1 Invitation for Proposals

3.2 Scope of Work as defined in section 6.1 of RFP document

3.3 Instructions to Bidders

3.4 Eligibility Criteria

3.5 General Contract Conditions

3.6 All Annexure, formats, amendments, supplements, corrigendum or clarifications, thereto and LOA.

4. The payment will be on actual work performed as per Financial bid received from the selected Project Management Consultant Agency (Appendix II to this agreement) and the amount payable by Authority in favor of M/S[insert full name of the company/vendor] will be worked out as per terms of payment stated in the RFP.

Department of Urban Development & Housing, Arunachal Pradesh

5. The contract shall begin from the date of signing of the contract or as and when the Project would be assigned to the selected bidder.

6. The mutual rights and obligations of the Department and the selected bidder shall be as set forth in the Contract, in particular:

6.1 The selected bidder shall carry out the services in accordance with the provisions of the Contract.

6.2 The selected bidder shall provide professional, objective and impartial advice and at all times, hold the Authority's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work.

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

For and on behalf of Selected Firm: (Signature of Authorized Representative)

Name

Designation

Address

Phone/Fax No.

Witness

(Signature)

(Name)

(Address)

For and on behalf of Authority:

(Signature of Authorized Representative)

Name Designation Address Phone/Fax No.

Witness (Signature) (Name) (Address)