

**Request for Proposal (RFP)
For**

“Request for Proposal (RFP) for Selection of Agency for Capacity Building (CB) activities at Municipal Corporations under Swachh Bharat Mission (Urban) 2.0 Maharashtra.

**Maharashtra Urban Development Mission Directorate
Swachh Bharat Mission (U) 2.0**

**4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate,
Mumbai, Maharashtra 400020**

RFP No: SMM/2024/CB-MCorp/826

Date: 30th January 2025

Disclaimer:

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. Mission Directorate, Maharashtra Urban Development Mission, Swachh Maharashtra Mission, 4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020 (here in after referred to as "the Authority" in this RFP Document) does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a proposal. The information contained in this RFP document or subsequently provided to the Bidder, whether verbally or in documentary or any other form by or on behalf of the Authority is provided to the Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested firms with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

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

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Letter of Invitation

Mission Directorate, Maharashtra Urban Development Mission, Swachh Maharashtra Mission. 4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020 invites online tender for Selection of Agency for Capacity Building (CB) activities at Municipal Corporations under Swachh Bharat Mission (Urban) 2.0 Maharashtra in conformity with the RFP document in a single stage two envelope system (Envelope 'A': Technical Bid along with Bid Document Fees & Earnest Money Deposit, and Envelope 'B': Financial Bid) from registered and authorized manufactures or suppliers having experience and expertise in the similar field as per the criteria mentioned in the RFP document. More details are provided in the Terms of References (ToR) in this RFP document.

The Swachh Bharat Mission (Urban) 2.0 has various components under Solid Waste Management and Used Waste Management (UWM) Components in entire value chain such as Collection & Transportation, Street Sweeping, Municipal Solid Waste (MSW) Treatment, Processing (through Bio-methanation Plant, Waste to Energy Plants, Material Recovery Facility (MRF), RDF Plants), Sanitary Landfill, Dumpsite Remediation, Bio-mining, Scientific Capping of Dumpsite, Leachate Management, Transfer Station, Construction & Demolition (C&D) Waste Processing Plants, Plastic Waste Management, Sanitation, Interception and Diversion, Sewer Network, Sewage Treatment Plants (STPs) etc.

The scope of work of this RFP includes "Selection of Agency for Capacity Building (CB) activities at Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra."

Capacity Building and Skill Development

The capacity building and skill development initiatives under SBM-U 2.0 will focus on the selected key stakeholders in the sanitation and waste management value chain, who will be trained in the following key priority areas, with support from the professional organization that will be partnered at the State level.

Knowledge Management

A comprehensive Knowledge Management Framework will be institutionalized to augment the capacity building initiatives under the Mission.

State Government and Parastatal Officials:

Focus on institutionalizing holistic leadership development and change management by facilitating customized capacity building and training through workshops, online training and short-term technical courses.

Administrative Officials of ULBs:

Focus on developing implementation capacity and change management functionalities by creating targeted capacity building training, e-learning courses, and online workshops.

Comprehensive approach to human resource development with a sensitization towards the social, economic and technological environment for effective implementation and service delivery under the Mission.

PHE and Technical Officials of the ULBs

Technical officials and staffs will be provided hands on technical training, access to e-learning courses, workshops, field visits and knowledge exchange exposure visits to enhance their capacity to effectively implement objectives of SBM-U 2.0. Courses will be focused on the latest technologies, which are sustainable, environmentally friendly, and context appropriate.

SafaiMitras and Sanitation Workers:

Focus on the skill development of SafaiMitras and sanitation workers.

A special emphasis will be laid on imparting training to the sanitation workers to build their technical knowledge and skill sets for operating advanced equipment and safety gears.

Name & Address of the Procuring Entity	Mission Directorate, Maharashtra Urban Development Mission, Swachh Maharashtra Mission 4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020
Subject Matter of Procurement	Selection of Agency for Capacity Building (CB) activities at Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra.
Contract Period	12 Months from the date of signing of Letter of Award, which may be extended on mutually agreed terms & conditions as per mission requirements and approval from Authority.
Bid Procedure	Single-stage: Two envelope open competitive e- tender procedure at https://mahatenders.gov.in
Selection Method	Quality and Cost Based Selection (QCBS)
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	https://mahatenders.gov.in
Fees	The RFP document fee: Rs. 5,000/- (Rupees Five Thousand only) Inclusive of GST. The RFP document fee can be paid online. <i>For MSME: Exemption available for Bid document fee and EMD in the online bid submission process upon production of valid MSME certificate. Bidder to upload the certificate during online Bid Submission and avail exemption. The same to be provided in hard copy in Envelope A - Technical Bid.</i>
Bid Security (EMD) and Mode of Payment	Bid Security (EMD) Amount: 20,00,000 /- (Rupees Twenty Lakh only). Mode of Payment: The Earnest Money Deposit (EMD) shall be paid online (or) Bank Guarantee (in favour of SWACHH MAHARASHTRA MISSION DIRECTORATE , from any Scheduled Bank in India in the prescribed format in ANNEXURE-XVIII (Form of Bid Security (Bank Guarantee) and shall be valid for 60 days beyond the validity of the bid i.e., 180 days from the date of technical bid opening. The beneficiary bank details required are as follows: Account Name - Swachh Maharashtra Mission Directorate Name of Bank: - Indian Bank, Branch: - Nariman Point, Mittal Tower Ground Floor-210 SWIFT Code: - IDIBINBCRM

	<p>IFSC Code: - IDIB000N052 MICR Code: 400019020 Savings A/c No: 6366021283</p> <p><i>For MSME: Exemption available for Bid document fee and EMD in the online bid submission process upon production of valid MSME certificate. Bidder to upload the certificate during online Bid Submission and avail exemption.</i></p> <p><i>The same to be provided in hard copy in Envelope A - Technical Bid.</i></p>
Performance Bank Guarantee (PBG) and Mode of Payment	<p>Performance Bank Guarantee (PBG) Amount: 5% of Contract Value to be furnished at State Mission Office at the time of signing of Contract.</p> <p>Mode of Payment: Bank Guarantee in favour of SWACHH MAHARASHTRA MISSION DIRECTORATE</p>
Period of on-line availability of Bidding Documents (Start / End Date)	From: 30-01-2025, 11:00 hrs onwards till 20-02-2025, 15:00 hrs
Pre-bid Meeting	Pre-bid meeting shall be held 10-02-2025, 15:00 hrs through online mode (https://meet.google.com/bqm-rujy-hhw); Bidders may send any pre-bid queries/ clarifications in the Tender by email (director.smau@gmail.com) within Five (5) days from the date of publications of this tender.
End Date for Online submission of Bids / Bid due date/Proposal due date(PDD)	Bidder may physically attend pre-bid meeting at Mission Directorate Office.
Submission of Physical Documents of Technical Bid, receipt of Bid Document fee, receipt of Bid Security (EMD) & other documents (Original and one Copy) listed herein After	Online at https://mahatenders.gov.in End Date: 20-02-2025, 15:00 hrs
Opening of Conditions of Eligibility (Envelope 'A') Technical Bid	21-02-2025, 11:00 hrs.
Opening of Financial Bid (Envelope 'B')	(This will be submitted with technical bid in soft & hard copy)
Bid Validity	Date/ Time: 21-02-2025 at 15:00 hrs
<p>Note:</p> <p>(1) The Bidders (authorized signatory) shall submit their offer on-line in electronic formats both for technical proposal and financial bid. The RFP cost and Earnest Money Deposit (EMD) shall be paid online and payment receipt for RFP Document Fees & EMD should be submitted physically in original at the office of Mission Directorate, Swachh Maharashtra Mission, Urban Development Department, Government of Maharashtra, 4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020 by the time and date mentioned above as prescribed in bid document and scanned copy of the same should also be uploaded in Envelope 'A'.</p> <p>(2) Financial bid has to be submitted online only. Submission of financial bid in hard copy will lead to rejection of bid.</p> <p>(3) In addition to above, the following original documents should also be submitted physically at Mission Directorate, Swachh Maharashtra Mission, Urban Development Department, Government of Maharashtra 4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020 by the time and date mentioned above and scanned copies of same should also be uploaded</p>	

along with the technical Bid/ cover:

- i. Technical Bid
 - ii. Power of Attorney for appointing authorized representative
- (4) Any subsequent addendum/corrigendum shall be published only at the websites <https://mahatenders.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
 - (5) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the Bidder.
 - (6) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid any incidental system issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
 - (7) All the prospective bidders are encouraged to participate in the pre-bid meeting, and it is advised that the work sites are visited and bid documents are studied thoroughly.
 - (8) The procuring entity reserves the sole right to cancel the bid process and reject any or all the Bids without assigning any reason.
 - (9) Procurement entity disclaims any factual / or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
 - (10) Conditional bids shall be rejected.
 - (11) The Bidder shall submit the Bid online as well as in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initiated by the Authorized Representative of the Applicant as per the terms of this RFP. The Applicant 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 photo-copied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

Designation: Mission Director, SBM (U)-Maharashtra

Contact No - 9373716677

Email ID: director.smau@gmail.com

**Mission Directorate, Maharashtra Urban
Development Mission,
Swachh Maharashtra Mission**

4th Floor, Apeejay House, Dinshaw Vacha Rd,
Churchgate, Mumbai, Maharashtra 400020

Part 1: Contents of Bidding

Section I: Instructions to Bidder

1 General

1.1 Definitions

- (a) "Assignment" means the work assigned to Agency for Capacity Building (CB) activities under Swachh Bharat Mission (U) 2.0 Maharashtra. Component through a Contract Agreement (CA).
- (b) "Authority" means the **Mission Directorate, Swachh Maharashtra Mission, Urban Development Department, Government of Maharashtra 4th Floor, Apeejay House, Dinshaw Vacha Rd, Churchgate, Mumbai, Maharashtra 400020**
- (c) "Bidder" shall be any firm, company, corporation and LLP or any association or partnership of two of the above and shall include successor and assigns.
- (d) "Contract Agreement" means the contract signed by all the parties along with this Agreement, its Recitals, LOA (Letter of Award) and any amendments made in accordance with the provisions hereof.
- (e) "Day" means calendar days.
- (f) "GoM" means Government of Maharashtra
- (g) "Gol" means Government of India.
- (h) "in writing" means communicated in written form with proof of receipt; this will include email also.
- (i) "Letter of Award" means the Award letter issued by the Authority and signed & accepted by the successful bidder along with copy of Acceptance letter, RFP Documents including all Corrigendum/Addendums and Bid of the selected Bidder, signed & executed by Authority and successful Bidder.
- (j) "Municipal Corporations" means larger urban local body established under Municipal Corporation Act 1956.
- (k) "Municipal Council" and "Nagar Panchayat" means smaller urban local bodies established under Maharashtra municipal councils and Nagar Panchayats and Industrial townships act, 1965.
- (l) "Nodal Authority" means the Municipal Commissioner of the Urban Local Body (ULB)/Municipal Corporation in a Division in the State of Maharashtra.
- (m) "Personnel" means professional and support staff provided by the Agency and assigned to perform the service in full or in part thereof.
- (n) "RFP" means Request for Proposal and is the document which provide all the details and information to Bidder to prepare their proposal including all Corrigendum/Addendums.
- (o) "Service(s)" means the work performed by the Agency/ service provider pursuant to the contract. Project and service is interchangeably used in this document.
- (p) "Terms of References" (TOR) means the document included in the bid document which

explains the objectives, Scope of work, activities, task to be performed, timeline and deliverables of the assignment.

- (g) "ULB" Means Urban Local Body located in jurisdiction of the respective revenue Division of the State of Maharashtra as mentioned in Annexure-XI of this RFP document.

1.2 Scope of Bid

In support of the Invitation for Bids indicated in the Bid Data Sheet, the Authority has issued this online Bidding Document **"Request for Proposal (RFP) for Selection of Agency for Capacity Building (CB) activities at Municipal Corporations under Swachh Bharat Mission (Urban) Maharashtra.**

1.3 Scope of Work

Conceptualize and execute various CB campaign at State level on solid waste management, used water management and other components of Swachh Bharat Mission (U) 2.0 including orientation programmes, development of training programmes, training of ULBs, training of State /Divisional/District level officers.

Detailed scope of work has been provided in **ToR "Terms of Reference"**. Training Programmes to be delivered in close coordination and consultation with state Authority. There is no binding upon the Authority for allotment of minimum number of tasks or Assignments to the Agency.

Capacity Building Program Details

Sr. No.	Stakeholders	Areas for Training	Program Details
1	Officials (State Officials, Administrative / Municipal Officials, Executive Municipal Officials etc.)	Training Under the Major following heads would be conducted <ul style="list-style-type: none"> • Project Management • Project strategy planning and development under SBM 2.0 • Decision-making support • Project technical and financial appraisals • Technology and process assessments/ reviews • Workforce planning and staff augmentation • Government IT procurement • Public Private Partnership (PPP) initiatives in SWM and UWM • Effective plastic waste management in Indian cities and 3R Principles in waste management • E-waste and C&D waste management • Operating GEM • Capacity building, training and mentoring • Cross-agency governance structure. • Sanitation and Used Water management. • Safai Mitra Surkraksha 	One day Training at Divisional Level / District Level Batch Size – 50 Participants
2	Technical officials (PHE Engineers, Sanitary Inspectors, Health Officers etc.)	Training Under the Major following heads would be conducted <ul style="list-style-type: none"> • Source segregation • Home composting • Citizen engagement in Solid Waste Management (SWM) • Planning, construction, and Operation & Maintenance of Community Toilet /Public Toilet • Technology session (GPS photos/ google sheet/ google forms/ etc.) • Effective plastic waste management in Indian cities and 3R 	One day Training at Divisional Level / District Level Batch Size – 50 Participants.

Sr. No.	Stakeholders	Areas for Training	Program Details
		Principles in waste management <ul style="list-style-type: none"> • Effective involvement of voluntary organizations/ NGOs/ SHGs/ private sector in SWM • Sanitation and Used Water management. • E-waste and C&D waste management • My toilet facility app/ Swachhata app/ toilet locator on google maps • Festival waste management • Behavioral change in SWM and case studies for effective SWM • Best practices in domestic hazardous waste disposal. • Social protection of sanitation workers. • Safaimitra Suraksha. 	
3	Field Workers (Sanitation Works, Safai Mitra's etc.)	Training Under the Major following heads would be conducted. <ul style="list-style-type: none"> • Municipal Solid Waste Management • Sanitation and Used Water management. • Individual Household Toilets • Community and Public toilets • IEC and Public Awareness • Citizen Training • Effective plastic waste management in Indian cities and 3R • Principles in waste management. • Safaimitra Suraksha. 	3 Hrs onsite Training at ULB Level. (Two Rounds of 3 Hrs duration onsite Training at scheduled intervals) Batch Size – 50 Participants

1.4 Duration of Contract

The Period of the Contract shall be **12 Months** from the date of signing of contract agreement, which may be extended on mutually agreed terms & conditions as per mission requirements and approval from Authority.

1.5 Contract fees

1.) Agency shall be paid by the Authority based on services availed and milestone achieved as per Contract Agreement (CA).

2.) The Agency fees is inclusive of all taxes i.e. income tax, professional tax and education cess and GST.

3) Contract fees is inclusive of all out-pocket expenses which may be incurred towards analysis, travel, accommodation, documentation and communication, during the period of Engagement.

1.6 Eligibility Criteria

1.6.1 General Conditions: To qualify for the bid, the Bidder shall be:

- A Company registered under Company's Act 1956 or 2013 or
- A Partnership firm registered under Partnership Act 1932 or
- Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008
- A society registered under society registration act of the concerned State.

- It should be an organization registered in India and be an academic / training/ research or 'not for profit' / governmental / private organization
- It should have worked/engaged with at least one Central Government Ministry or PSUs/one Urban Development Department at State/Municipal Corporation/UT level on any of the topics listed above the last Seven years.
- Preferred to have their own/hired/collaborative training infrastructure. It should use technology to extend reach and offer a blended approach to capacity building training, which is personalized and real-time.
- Should have the capacity/ preparedness to undertake end-to-end Offline/Hybrid capacity building modules including preparation of course material (print, audio, video, etc.) lectures, discussions, field visits, coursework, assessment, and feedback etc.

1.7 Joint Venture / Consortium:

JV/Consortium is not allowed under this RFP (Bidders using credentials of parents/subsidiary (partial or wholly owned) will not be allowed and all credentials should be in the name of entity submitting the bid)

1.8 Conditions of Eligibility of Bidder:

1.8.1 The Bidder must carefully read the minimum conditions of Technical and Financial Capacity herein referred as "Conditions of Eligibility" provided below. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

1.8.2 Technical Capacity: For demonstrating the technical capacity, the Bidder has to comply with each of the conditions as per Table 6.1 – Technical Eligibility Criteria in last 7 (Seven) years from the Bid due date.

1.8.3 The Bidder shall enclose all the following documents in support of its technical Capacity:

- a) Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed.
- b) Relevant documents such as work orders, agreements, etc. and Completion Certificates/Experience Certificate/Client Certificate for fulfilling project experience required in RFP clause no. 1.8.2 Technical Capacity.
- c) In case a particular work where contract has been executed jointly by the Bidder as part of a consortium/ Joint Venture it should be further supported by Consortium Agreement of the work, which shall clearly state the percentage share of bidder. Project experience shall be considered in proportion to the percentage share of bidder in that Claimed project experience.
- d) "Client Certificate /Experience Certificate" of satisfactory services will be required for eligible projects claiming "the Technical Capacity" which are completed. Certificate shall be directly issued by the Client of position not less than Chief Municipal Officer (CMO) /Municipal Commissioner/Executive Engineer of Urban Local Body (ULB).
- e) Copy of PAN Card, GSTIN Registration Certificate and any other registration

certificates if applicable.

- f) The Bidder should have a valid GST registration in India.
- g) Under-taking that the bidder has not been debarred / black-listed/suspended/ de-registered in last 3 years by the Government (Central Government / State Government / Local Government), Semi Government & Government Under-taking, any Multilateral Funding Agency and Urban Local Body in India. Format of the same is enclosed as Annexure XVI of the RFP.
- h) Bidder shall have experience in Projects of Central Government / State Government / Local Government / Government Agency/Urban Local Body only for fulfilling project experience required in RFP clause no. 1.8.2 Technical Capacity. Bidder's Project Experience of working as sub-Agency shall not be considered.

1.8.4 Financial Capacity: For demonstrating the financial capacity ("the Financial Capacity"), the Bidder must comply with each of the following conditions:

Individual Bidder

- a) Minimum average annual turnover of **Rs 8.00 Crore** in the preceding three financial years i.e. 2021 -2022, 2022 -2023, 2023 -2024.
- b) Shall have a positive Net Worth as on 31/03/2024;

1.8.5 The Bidder shall enclose all the following documents in support of its Financial Capacity:

- a) Audited Financial Statement for the Financial Year 2021 -2022, 2022 -2023, 2023-2024 certified by Statuary Auditor.
- b) Copy of the latest Service Income Tax Return filed.
- c) Certificate from Statuary Auditor or a company or Partnership firm for Net Worth and Turnover.

1.9 Conflict of Interest

The Authority considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under the Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that bidders, suppliers, and contractors observe the highest standard of ethics. The Authority will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all the Bidders found to have a conflict of interest shall be disqualified. A Bidder may be in a conflict of interest with one or more parties in this bidding process if, including but not limited to if:

- a) They have controlling shareholders in common; or
- b) They receive or have received any direct or indirect subsidy from any of them; or
- c) They have the same legal representative for purposes of this Bid; or

- d) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a Agency in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

1.10 One bid per Bidder

A Bidder is eligible to submit only one Bid for Award individually. Bidder shall not be entitled to submit another bid either individually or by any others means.

1.11 Cost of Bidding

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

1.12 Due Diligence by Bidder

The Bidders are encouraged to submit their respective Proposals after ascertaining for themselves regarding the assignment like conditions, location, surroundings, climate, and availability of data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, the Bidders shall intimate the Authority in advance.

1.13 Right to reject any or all Bids

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) Without prejudice to the generality of Clause 1.11, the Authority reserves the right to reject any Proposal if : (i) At any time, a material misrepresentation is made or uncovered, or (ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by Authority for evaluation of the Proposal.
- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals/Bids have been opened and the highest ranked 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 bidding Process.

- d) In case bid is rejected due to reasons given in point (b) and (c) then EMD submitted by the Bidder will be forfeited.

2 Contents of Bidding Document

2.1 Sections of the Bidding Document

- a) The RFP Document consist of Sections indicated below and should be read in conjunction with any Addendum/Corrigendum issued.

Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet
- Section III. Evaluation and Qualification Criteria

Terms of References (ToR)

- Appendices, Contract Forms & Annexures.

- b) Authority is not responsible for the completeness of the Bidding Document and its Addenda if they were not obtained directly from The Authority or our website <https://mahatenders.gov.in>.
- c) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

2.2 Clarification of Bidding Document

- 2.2.1** A prospective Bidder requiring any clarification on the RFP Document shall contact the Authority with queries in the below format in writing at the address indicated in the Bid Data Sheet and on email mentioned in bid data sheet. The Authority will respond in writing to any request for clarification, provided that such request is received **on or before the date of pre bid meeting**. Clarification will be published on website <https://mahatenders.gov.in>.

Sr.no.	RFP Clause, Clause No., Page no.	Query/Clarification	Remarks, if any

2.3 Amendment of Bidding Document

- a) At any time prior to the deadline for submission of the Bid (Bid due date), the Authority may amend the Bidding Document by issuing Addendum/Corrigendum.
- b) Any Addendum/Corrigendum issued shall be part of the Bidding Document and shall be communicated in writing online at <https://mahatenders.gov.in>.
- c) To give prospective Bidders reasonable time in which to take an Addendum/Corrigendum into account in preparing their Bids, the Authority may, at its discretion, extend the deadline for the submission of the Bids.

3 Preparation & Submission of Bids

3.1 Instructions and Procedure for Participation in E-Tendering

- 3.1.1** All bids submitted as a response to this request for proposal shall be submitted electronically through the e-procurement site <https://mahatenders.gov.in>.
- 3.1.2** For participation in e-tendering module of <https://mahatenders.gov.in> it is mandatory for prospective Bidder to get registration on website <https://mahatenders.gov.in>. Therefore, it is advised to all prospective Bidder to register by making on-line registration fees payment at the earliest.
- 3.1.3** Tender documents can be downloaded from website <https://mahatenders.gov.in>, the Bid document of those Bidder shall be acceptable who have made online payment for the tender documents fee, as mentioned in brief RFP, without which bids will not be accepted.
- 3.1.4** Service and gateway charges shall be borne by the Bidder.
- 3.1.5** As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the Bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on <https://mahatenders.gov.in>. Kindly note that it may take at least three-five business days for the issue of a digital certificate. The Bidders are advised to plan their time accordingly. The Authority shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- 3.1.6** Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the Bidder.
- 3.1.7** If the Bidder is bidding first time for e-tendering, then it is obligatory on the part of the Bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

3.2 Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department Preparation and Submission of Bids.

The bidders have to prepare their online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

3.3 Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.4 RFP Document Fees

The RFP Document shall be available for download to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The bid document can be downloaded free of cost. However, the bidders have to pay Bid document fees, of the amount as mentioned in the bid data sheet, at the time of their online bid submission. The payment for the cost of bid document shall be made online through Debit/Credit card or Net banking or as per the instruction provided on the website.

3.5 Earnest Money Deposit (EMD)

- a) The Bidder shall furnish as part of its Technical Proposal Earnest Money Deposit of 20,00,000 /- (Rupees Twenty Lakh only).
- b) The Earnest Money Deposit (EMD) shall be paid online or Bank Guarantee.
- c) The Earnest Money Deposit (EMD) of Technically unqualified Bidder will be returned after completion of Bid evaluation process. Earnest Money Deposit (EMD) of Technically qualified Bidder will be returned once the selected Bidder has furnished the Performance Bank Guarantee.
- d) The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder furnished the required Performance Security.
- e) Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- f) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- g) The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period, and for such losses, damages EMD shall be forfeited by the Authority. No relaxation of any kind on Bid Security shall be given to any Bidder. .
- h) EMD shall be forfeited by the Authority, in case if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time; In case the Selected Bidder, having signed the Letter of Award (LOA), commits any breach thereof prior to furnishing the Performance Security.
- i) In the case of Selected Bidder, EMD will be forfeited if it fails within the specified time limit –
 - To sign & Execute the Letter of Award (LOA) and/or

- To furnish the Performance Security within the period prescribed

3.6 Technical Proposal

3.6.1 Bidders shall Prepare the technical proposal in the formats as specified in the RFP document (**Annexure I to Annexure VIII, Annexure XVI, Annexure XVII** (the "Technical Proposal").

3.6.2 While preparing the Technical Proposal, the Bidder shall ensure that:

- (i) The Bid Document Fees and EMD / Bid Security is provided.
- (ii) All Forms are submitted in the prescribed formats and signed by the authorized signatories.
- (iii) Power of Attorney is executed as per **Annexure III**.

CVs of Key Personnel have been proposed only if they meet the Qualification and Experience Criteria as mentioned in RFP clause no. 13 and as per clause no. 6. The CV of each Key Personnel shall be submitted as per the format given in Annexure VII (REVISED) of RFP. One set of CVs of Key Personnel to be submitted as per clause no. 6.

- (iv) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished.
- (v) Key Personnel would be available for the period indicated in the ToR (Terms of References).
- (vi) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal;
- (vii) The Original Technical Proposal must be Hard Bound with page numbers on each page.

3.6.3 Failure to comply with the requirements spelt out in the above Clause shall make the Proposal liable to be rejected.

3.6.4 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 hereunder nor will it affect any rights of the Authority there under.

3.6.5 In case it is found during the evaluation or at any time before signing of the Letter of Award or after its execution 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 any materially incorrect or false information, the Bidder shall be disqualified forthwith if Agency not yet appointed by issue of the LOA or signing of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has signed the contract agreement , 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 being liable in any manner whatsoever to the Selected Bidder or Agency or Agency, as the case may be.

- 3.6.6** In such an event, the Authority shall have the right to forfeit and appropriate the Bid Security or Performance Bank Guarantee (PBG) without prejudice to any other right or remedy that may be available to Authority.
- 3.6.7** No reference of Price/Financial Bid should be anywhere mentioned in the Technical Bid. Any Indication of Price/ Financial Bid in the technical proposal shall result in disqualification of the Bidder.

3.7 Financial Bid

- 3.7.1** The Bidders shall prepare separate financial bid (Financial Proposal) as per the format given in Annexure IX. Financial bid in both figures and words and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, then percentage indicated in words shall prevail.
- 3.7.2** Bid document submitted without Financial Bid / Conditional Financial Bid will be liable for rejection.
- 3.7.3** While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal.
 - (ii) The Financial Proposal shall take into account all expenses and tax liabilities including GST (as applicable). Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. The applicable Goods Service Tax is inclusive of GST. Kindly contact the concerned tax authorities for further information in this regard if required.
 - (iii) Costs shall be expressed in Amount.
 - (iv) Deduction of tax at source as per applicable laws shall be made.
 - (v) The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards operational, field visits, sampling, analysis, investigations, travel, accommodation, documentation and communication, during the period of Engagement. The Financial Bid is inclusive of all taxes i.e. income tax, professional tax and education cess and GST.

3.8 Format and signing of Bid

- 3.8.1** The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online through e-tender mode in the specified format and complete in all respects.
- 3.8.2** The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP with Pre-Bid Clarification & Addenda if any) and clearly marked "**ORIGINAL**".
- 3.8.3** The Applicants shall submit the Bid in hard bound form as well as online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of this RFP.
- 3.8.4** The Technical Proposal shall be typed or written in indelible ink and signed by

the Authorized Signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, pre-bid clarifications, addenda, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Bid must be Hard Bound with Page Numbers on each page. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- i) By a Partner, in case of a Partnership firm and/or Designated Partner in case of Limited Liability Partnership, authorized by other partners
- ii) By a duly Authorized person holding the Power of Attorney (with supporting charter document, in case of a Limited Company or a Corporation.

3.8.5 Copy of the Power of Attorney in non-judicial stamp paper certified under the hands of a Partner or Director of the Bidder and notarized by a notary public in the form as specified in Annexure III shall accompany the Proposal.

3.8.6 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 received by the closing time of Proposal Due Date. Unsolicited material if submitted by the Bidder will be summarily rejected. The Authority reserves the right to seek clarifications under and in accordance with the provisions mentioned in this RFP.

3.9 Online Submission of Bids

3.9.1 The bidders have to submit their respective bids online, as per the instructions provided on the website <https://mahatenders.gov.in> for online submission of bids. The bidders shall submit their Bids duly completed in all respect on or before the due date of bid submission after signing of the same by the Digital Signature of their authorized representatives. The Bid submitted online by the Bidder shall be in the following part:

- a) Part 1: This shall be known as "Envelope-A- Technical Proposal **and** Bid Document Fees & Earnest Money Deposit" and shall contain the documents as mentioned in this RFP
- a) Part 2: **This shall be Known as "Envelop B- the Financial Proposal" and** shall contain the Offer of the Bidder as mentioned in this RFP.

3.10 Physical Submission of Bids

3.10.1 The bidders have to submit the documents ("**ORIGINAL**"), mentioned Part 1 above in physical form ("the physical bid submission") within the date and time for Physical Bid Submission as mentioned in the Bid data sheet.

3.10.2 The physically submitted bid shall be enclosed in a sealed envelope, and superscripted as "Physical Submission of Technical Proposal For (**Insert Name of Bid Title**)". The Authority shall not be responsible for any misplacement or losing if the outer envelope is not sealed and/or marked as stipulated. It should be an exact replica of what has been submitted online.

3.10.3 The envelope shall bear the due date of physical bid submission, name and address of the authorized signatory of the Bidder and shall be addressed as

mentioned in the Bid data sheet.

3.10.4 Physical submission of Part 2 i.e. the Financial Proposal” will not be considered and will result in disqualification of the Bidder. It will be submitted on-line only.

3.11 Late Proposals

3.11.1 The Bidder must positively complete online e-tendering procedure at <https://mahatenders.gov.in> Proposals received by Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.12 The Authority shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever Bid Validity Period

3.12.1 The bids shall remain valid for a period specified in Bid Data Sheet from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended period as per project requirement and approval from the Authority.

3.13 Proposal Due Date (PDD)

3.13.1 The due date and time of the online bid submission is as mentioned in the Bid data sheet.

3.13.2 The Online Bid and the physical bid should be submitted on or before the due date of bid submission.

3.13.3 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing Addendum in accordance with clause in this RFP uniformly for all Bidders and publish the Addendum on the website of <https://mahatenders.gov.in>

3.14 Withdrawal, Substitution and Modification of Bids

3.14.1 The Bidders can withdraw and modify their respective online submitted bids till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of these Bids. The bid for which withdrawal request has been received by the Authority after the due date of bidding shall be declined. Any change/ modifications/ alteration in the bid by the Bidder shall be liable for rejection and the Authority reserves the right to forfeit the EMD of the Bidder at its sole discretion.

4 Bid Opening and Evaluation

4.1 Procedure for Bid opening & Evaluation

4.1.1 The Authority designated officer will open the Bids online on the Proposal Due Date as specified in the Bid Data Sheet. In case, due date for opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

- 4.1.2** Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non- responsive, and Envelope "B" of such bid shall not be opened.
- 4.1.3** In the next step of evaluation, the Envelop 'B' shall be opened online at the time and date notified. The Bidder shall have freedom to witness opening of the Envelope 'B' of the Bid.
- 4.1.4** A detailed Technical Evaluation of the responsive bids shall be carried out as per Section – III Clause 6.
- 4.1.5** Envelope 'B' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope 'A') shall not be opened.
- 4.1.6** Envelope 'B' (Financial Bid) of the technically qualified bidders shall be opened online at the notified date & time. The Bidder shall have freedom to witness opening of the Envelope 'B'.
- 4.1.7** After opening Envelope 'B' the Financial Bid shall be checked for responsiveness. A Financial Bid shall be responsive if it has been submitted in the manner as specified in this RFP. If the financial Bid of a Bidder is non-responsive, it shall be declined from the bidding process.
- 4.1.8** The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the bidding Process.
- 4.1.9** The Bidders are advised that bidding process shall be entirely at the discretion of the Authority. The Bidders will 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 bidding Process.
- 4.1.10** 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 contract is subsequently awarded to it.
- 4.1.11** The Authority designated officer open the Bids online on the Bid Opening Date and Time as specified in the Bid Data Sheet.
- 4.1.12** The Authority designated officer will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 4.1.13** Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.
- 4.1.14** The Technical proposal shall be evaluated next based on the criteria set out in this RFP documents. The Financial bids of only those bidders who qualifies the technical qualification shall be opened.
- 4.1.15** After Financial Evaluation, Tender Scrutiny Committee (TSC) will submit report to SLTC for Approval. After approval by SLTC (State Level Technical Committee), further procedure will be carried out.

- 4.1.16** The Authority have right to reject or accept any bid if there is Conflict between the Bidder & Tender Scrutiny Committee (TSC) members.

4.2 Clarifications

- 4.2.1** To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. 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) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed 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 requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority. The Authority may forfeit the bid security if clarification is not sent by the Bidder within specified time.
- 4.2.2** The Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process will be given.
- 4.2.3** 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 any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 4.2.4** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

5 Award of Contract

5.1 Process

- 5.1.1** Prior to expiration period of proposal validity, the Client will notify the qualified bidders in writing by registered letter/ email and invite it to negotiate the Contract (if required).
- 5.1.2** If required, negotiations will commence with a discussion of Technical Proposal, the proposed Methodology (Work Plan), Staffing and any suggestions you may have made to improve the TOR. The Agreement must then be reached on the final TOR, the staffing, trainings, contents, logistics and reporting. Special attention will be paid to optimize the required outputs from the Agency and to define clearly the inputs required from the Client to ensure satisfactory implementation of the assignment TOR.
- 5.1.3** Splitting of Contract / Parallel Contract
The Authority reserves the right to split the Quantum of work and conclude Parallel contracts with more than one bidder for the same Schedule/ Services of this tender. The procedure for negotiation and counter-offering for concluding parallel rate contracts would be as

follows.

1. The preference ratio of 70:30 or 50:30:20 shall be used for splitting of Quantum of work. Further, splitting of contracts could be devised appropriately based on Region, Audience Level or class of Municipal Corporations at the discretion of the Authority.

2. It will be ensured that the L1 price is reasonable. If it is not reasonable, negotiation with the L1 bidder may be carried out. L1 should be awarded at least the percentage mentioned above or his spare Service capacity, whichever is lower; and

3. For the rest of the contract scope, the lowest rate accepted will be counter-offered to the L2 party. On acceptance of the counteroffer, the order will be placed on L2 for the respective percentage or the spare service capacity of the L2 bidder, whichever is lower, and so on, to other tenderers. In case of non-acceptance of the counteroffer by the L2 party, a similar offer shall be made to L3 and L4, and so on.

5.1.4 Though the tender process have been carried out for Selection of Agency for Capacity Building (CB) activities at Municipal Corporations, work order will be issued as per availability of funds which could be staged at the discretion of Authority.

5.2 Indemnity

5.2.1 Except where arising from the negligence of the Authority or Authority's employees, the Agency shall indemnify the Authority in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, Contract terms or statutory duty, or tortuous acts or omissions by the Agency or the Agency's Personnel or any claims made against the Authority by third parties in respect thereof.

5.3 Contract Agreement

5.3.1 After negotiations and submission of Performance security, execution of contract signing by the Authority with Selected Bidder will takes place.

5.4 Performance Security / Performance Bank Guarantee (PBG)

5.4.1 Within fifteen (15) days of receipt of the notification, an irrevocable and unconditional **Performance Security** as **Performance Bank Guarantee (PBG)** from a nationalized or scheduled Bank in India in the form set forth as Annexure - XIV within Fifteen (15) days of the receipt of notification from the Authority, or any such date as mentioned by the Authority in the notification, the successful Bidder shall furnish the Performance Security equal to 5% of contract value for engagement at State level at the time of signing of Contract.

5.4.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute enough grounds for the annulment of the engagement.

5.4.3 The PBG shall be valid up to 90 days after the date of completion Period of

engagement as per Letter of Award (LOA). The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract Agreement (CA).

5.4.4 The PBG will be discharged by the Authority and returned to the Agency not later than 90 days following the date of completion of the Agency's performance obligations, including any Warranty obligations, under the Contract Agreement (CA).

5.5 Execution of Contract

5.5.1 After submission of Performance Security as aforesaid by the Selected Bidder, they will execute the Contract Agreement signing within the period of 15 days

5.6 Execution of Contract Agreement (CA)

5.6.1 After receiving the Letter of Award (LOA) from Authority and its acceptance by selected bidder Authority and the selected bidder will execute the Contract Agreement (CA). The selected bidder will not be entitled to seek any deviation in the Contract Agreement.

5.7 Performance Bank Guarantee (PBG)

5.7.1 The Agency shall furnish irrevocable and unconditional **Performance Security as Performance Bank Guarantee (PBG)** from a Bank in the form set forth as Annexure - XV for Amount equal to 5% of Contract value at the time of signing of Contract Agreement (CA).

5.7.2 Failure of the Agency to submit the Performance Bank Guarantee (PBG) or sign the Contract Agreement (CA) with Authority, on receipt of such communication from Authority in this regard, In case the Agency not abiding with such communication received from the Authority within the stipulated period, it shall constitute enough grounds for forfeiture of the Earnest Money Deposit (EMD) or Authority may take suitable action at their discretion and in such event. In case of forfeiture of the PBG as per the contractual provisions, the Agency must replenish the Performance Bank Guarantee.

5.7.3 The PBG shall be valid up to 90 days after the date of completion as per Contract Agreement (CA). The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract Agreement (CA).

5.7.4 The PBG will be discharged by the Authority and returned to the Agency not later than 90 days following the date of completion of the Agency's performance obligations under the Contract Agreement (CA)

5.8 Commencement of Assignment

5.8.1 The Agency shall commence the Assignment within 21 days of the date of the Contract Agreement (CA) or such other date as may be mutually agreed or mentioned in the Contract Agreement (CA). If the Agency fail to commence the assignment as specified herein, Authority shall direct the Agency to commence

the assignment. In case the Agency not abiding with such communication received from the Authority within one -week time, it shall constitute enough grounds for partial forfeiture of the Performance Bank Guarantee (PBG). The Agency must replenish the Performance Bank Guarantee (PBG) and submit the same to the Authority within 15 (fifteen) days from the date of forfeiture and commence the Assignment.

5.8.2 In such case, if the Agency fails to replenish and submit New Performance Bank Guarantee (PBG) and commence the the Contract Agreement (CA) of Assignment shall be terminated.

5.8.3 Fraud and Corrupt Practices - The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Engagement period. Notwithstanding anything to the contrary contained in this Invitation of RFP document, the Authority shall reject a RFP 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.

5.8.4 For the purposes of Clause above, the following terms shall have the meaning hereinafter 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 actions of any person connected with the Bidding 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 Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution there of, 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 Bidding Process) ; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) **Fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c) **Coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly any person or property to influence any person's participation or action in the Bidding 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 Bidding 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 Bidding Process.

5.9 Insurances

- 5.9.1** The Bidder shall maintain professional indemnity insurance cover of an amount not less than the 50 Lacs.
- 5.9.2** At the request of the Authority, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

Section II – Bid Data Sheet (BDS)

A. Introduction	
1	Maharashtra Urban Development Mission, Swachh Maharashtra Mission hereby invites sealed bids from competent bidders for “Request for Proposal (RFP) for Selection of Agency for Capacity Building (CB) activities for Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra.”
2	The name of the bidding is: “Request for Proposal (RFP) for Selection of Agency for Capacity Building (CB) activities for Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra.”.
B. Bidding Document	
3	All correspondence, collection and submission of Bidding document is to be made at: Designation: Mission Director Swachh Maharashtra Mission Contact No - 9373716677 Email ID: director.smau@gmail.com
C. Preparation of Bids	
4	The language of the Bid is: English Response to the bids in English
5	Only one bid for state level shall be submitted by each Bidder.
6	Alternative Bids are not permitted.
7	The prices in terms of Per Participant Basis for Respective Audience Group.
8	The currency of the Bid shall be Indian rupees.
9	The bid validity period shall be 120 days.
D. Submission and Opening of Bids	
10	Online Bid is to be submitted by one Bidder.
11	Joint Venture (JV) /Consortium is Not allowed.
E. Evaluation, and Comparison of Bids	
12	The Bidders must submit financial bid.

Section III: Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Authority may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

6 Technical Evaluation Criteria

A detailed evaluation of the documents submitted by the applicants will be carried out by the evaluation committee as per technical evaluation criteria listed below. The applicants may also be required to give such clarifications and additional information as may be required by the committee.

Only those applicants who score a minimum of 70% marks in technical evaluation under respective audience group category as per evaluation criteria provided below would be taken to the next stage of evaluation.

Table 6.1 – Technical Eligibility Criteria

S. No.	Criteria	Max. Marks	Supporting document/ Form / Annexure
1.	Work experience in the field of Capacity building/ training of Solid waste management/Sanitation/Used Water Management etc. <ul style="list-style-type: none"> From 1 to 3 years: 5 marks From 4 to 7 years: 10 marks More than 7 years: 15 marks 	15	Annexure - : Format for Technical Capacity.
2.	Experience in the field of Capacity building/ training programme in the past 7 (Seven) years from the due date of RFP for State/UT/ULB officials in core areas of SBM (Urban) (Solid Waste Management / Sanitation/Used Water Management etc.) <ul style="list-style-type: none"> 1 to 10 training – 5 marks 11 to 20 training – 10 marks 21- 50 training – 15 marks More than 50 Trainings – 20 marks 	20	Format for Technical Experience.
3.	Designing, Development and Delivering Capacity building/ training program module to various Audience Groups. <ul style="list-style-type: none"> Level 1 - Central, State/UT, Parastatal and ULB Officials – 10 Marks Level 2- PHE and Technical Officials – 5 Marks Level 3- Sanitary Workers – 5 Marks 	20	Annexure --: Format for Technical Experience.
4.	Availability of experts and experience in Solid Waste Management, Sanitation and Used water management: <p>A -Experts :</p> <ul style="list-style-type: none"> 5 to 10 experts – 5 marks More than 10 experts – 10 marks <p>B - Experience:</p> <ul style="list-style-type: none"> More than 5 Years of Experience – 5 marks 	15	Annexure -: Curriculum Vitae (CV)
5.	Presentation	30	Presentation to be given to committee members and submitted in .pdf* format.
Total Marks		100	

7 Evaluation of Financial Bid:

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in Rs only. Commission, if any, in cost in go for any item shall not entitle the applicant to be compensated and the liability to fulfill its obligations as per the terms of reference with in the total quoted price shall be that of the applicant. The lowest Financial Proposal (Fm) will be given financial score (Sf) of 100 points. The financial score (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm / F$$

(Adjusted to two decimal places)

In which Sf is the financial score, Fm is the lowest Financial Proposal and F if the Financial Proposal (in Rupees) under consideration. Proposal will finally be ranked in accordance with their combined technical (St) and financial (Sf) score:

$$S = St \times Tw + Sf \times Fw.$$

S = overall score of bidder

St = Technical score of the bidder (out of maximum of 100 marks)

Sf = Normalized financial score of the bidder

Tw = Technical Weightage (0.70)

Fw = Financial Weightage (0.30)

Where S is the combined score and Tw and Fw are weights assigned to technical proposal and financial proposal that will be 0.70:0.30. The applicant achieving the highest combined technical and financial score will be considered as successful bidder. After opening the financial bid Authority can/may reject any unreasonable/outlier bids where it feels that the services cannot be offered in that price. This will be sole discretion of Authority and are not liable to give any explanation.

Part II: Terms of References (TOR)

8 Definitions

The words and expressions beginning with capital letters and defined in this Letter of Award (LOA) shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Performance Bank Guarantee”** means the Bank Guarantee to be submitted by the Selected Agency to Authority at the time of signing of Contract Agreement (CA) for Agency Services towards Capacity Building Programme.
- b) **“Affected Party”** shall mean the party claiming to be affected by a Force Majeure Event.
- c) **“Applicable Laws”** shall mean all laws, brought into force and effect by GOI , the State Government or Local Government including rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Letter of Award (LOA) and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Letter of Award (LOA);
- d) **“Assignment”** means the work assigned to an Agency towards Capacity Building Programme through a Contract Agreement (CA).
- e) **“Bid”** shall mean the documents in their entirety comprised in the Bid submitted by the {Bidder} in response to the Request for Proposals (RFP) in accordance with the provisions thereof;
- f) **“Conflict of Interest”** shall have the meaning set forth in Clause 1.9 & 31.2 read with the provisions of RFP;
- g) **“Agency”** means the successful Bidder who have Accepted and signed the Letter of Award (LOA) with the Authority for Delivering the services.
- h) **“Contract Agreement/Agreement”** means the contract signed by all the parties along with this Agreement, its Recitals, LOA (Letter of Award) and any amendments made in accordance with the provisions hereof.
- i) **“Dispute”** shall have the meaning set forth in Clause 35;
- j) **“Effective Date”** means the date of signing of Contract Agreement (CA);
- k) **“Good Industry Practice”** shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Agency in accordance with this Agreement, Applicable Laws, and Applicable Approvals, in a reliable, safe, economical, and efficient manner.
- l) **“GoM”** means the Government of Maharashtra;
- m) **“Government Agency”** shall mean GoI, GoM, the Authority or any Participating ULBs or any State Government or governmental department, division or sub- division of the Government and includes Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or Other Judicial or Administrative Body, Central, State or Local, having Jurisdiction over Agency, the Site/Project Facilities or any portion thereof, for the performance of all or any of the services or obligations of Agency under or pursuant to this Agreement.

- n) “**INR, Re. or Rs.**” means Indian Rupees;
- o) “**Member**”, in case the “Agency” consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- p) “**Municipal Corporation**” means urban local body established under Municipal Corporation Act 1956.
- q) “**Party**” means the Authority, Authority or the Agency, as the case may be, as mentioned in Letter of Award (LOA) and Contract Agreement (CA);
- r) “**Performance Bank Guarantee**” means the Bank Guarantee to be submitted by the successful Bidder to Authority at the time of signing of Letter of Award (LOA).
- s) “**Personnel**” means professional and support staff provided by the Agency and assigned to perform the service in full or in part thereof;
- t) “**Proposal due Date (PDD) / Bid due Date**” shall mean the last date of filing the Bid as notified by the Authority.
- u) “**RFP**” means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- v) “**Services**” means the work to be performed by the Agency pursuant to this Letter of Award (LOA), as described in the Terms of Reference hereto and Contract Agreement (CA);
- w) “**SWM Components**” means various projects such as Collection & Transportation, Processing and Disposal through Compost, Transfer Station, RDF, Bio- methanation Plant, Waste to Energy Plants, Sanitary Landfill, Dumpsite Remediation through Bio-mining & Scientific Capping, Leachate Management, Street Sweeping for Municipal Solid Waste (MSW), Construction & Demolition (C&D) Waste Management, Plastic Waste Management, etc.
- x) “**UWM Components**” means various projects such as Sanitation, Interception and Diversion, Sewer Network, Sewage Treatment Plant (STP) etc.
- y) “**Successful Bidder**” shall mean party selected by the Authority, through a competitive bidding process as per this RFP.
- z) “**Termination**” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
 - aa) “**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs / comes into effect.
 - ab) “**Termination Notice**” shall mean the Notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.
 - ac) “**Third Party**” means any person or entity other than the Government, the Authority, the Authority, the Agency, or a Sub- Agency.

9 Project Background

9.1 Introduction

Swachh Bharat Mission (Urban) 2.0, was launched on 1st October 2021 with the objective of advancing India in its sanitation journey toward creation of a ‘Garbage Free Urban India’. To achieve this vision, the key focus areas under Phase-II of the Mission are – **Sustainable Solid Waste Management** (including 100% scientific processing and management of MSW, reduction in air pollution arising out of SWM activities, phased reduction of Single Use Plastics, and recovery, reuse,

and recycling of solid waste), **Sustainable Used Water Management** (including holistic end to end management of faecal sludge and septage management, and maximised reuse of treated water), **IEC/BCC** for scaling up citizen awareness and facilitating citizen participation, and finally, **Capacity Building and Institutional Strengthening** for effective implementation of the Mission, and long term sustainability of its outcomes.

The issues of urban sanitation, waste management, and waste-based circular economy are associated with complex challenges that cut across multiple sectors, especially given the rapid rate and scale of urbanization in India. Toward this, the Government of Maharashtra has reaffirmed its commitment to developing and operationalising a comprehensive framework for robust, multi-dimensional capacity building of government officials at state and ULB level – within the sectors of urban sanitation, solid waste management, used water management, and waste-based circular economy. In particular, this vision for capacity building seeks to leverage the significant technical and social expertise that exists within India, by building systematic partnerships with leading institutions and experts who have the knowledge, expertise, skills, and experience to support strategic planning, implementation, training, mobilisation, evaluation, and accountability, within these focal sectors under SBM-U 2.0.

In this regard, As per these Operational Guidelines of SBM (U) 2.0 : “Government, Non-Government, educational and professional Institutions of repute and with prominent experience in the field of Capacity Building and Skill Development particularly in sanitation, used water management and waste management will be engaged to to support the design and delivery of training modules and workshops on capacity building, to ensure effective implementation of the Mission.”

9.2 Objective of Capacity Building Program

The Selected Agency will help achieve the following objectives:

- Enabling comprehensive approach to capacity building of all relevant stakeholders within the urban sanitation and waste management sector, thus creating a robust, inclusive, and resilient ecosystem capable of addressing challenges within the sector in the long term.
- Formalization and quality assurance of a range of capacity building and technical training under SBM-U 2.0, with appropriate certification, systematic learning pathways, identification of capacity and technical gaps, and of all key stakeholder groups.
- Enhancing administrative and technical capacity of ULBs which have hitherto faced a challenge of not only in house capacities but also in accessing training and knowledge resources, in order to ensure their inclusion within a modernizing sanitation and waste management ecosystem.
- Providing project design and planning support to ULBs with the view to enabling their in-house capacity and skills for planning, operationalising, and managing sustainable, inclusive, and effective projects, and ensuring that handholding support is provided within a systematic framework of training and skill development.
- Providing knowledge management support the ULBs with the objective on enhancing their awareness of best practices, success models for implementation of interventions in solid waste management, used water management, sanitation, and IEC for Swachhata.
- Developing an understanding of monitoring, evaluation, policy review, and documentation best practices within the sanitation and waste management public sector ecosystem, developing the capacity of ULBs (as the frontline service provider) to capture key insights from ground level implementation and use these insights to design robust programmes,

and developing the administrative capacity to capture data, formulate reports and briefs, and develop basic skills for evidence based decision making at the ULB level in particular.

- Build the capacity of ULB officials for financial assessment and planning within the areas of waste management, waste-based circular economy, and sanitation.

10 Scope of Work

- A. **Capacity Building Training Partners-** The Agency will be the primary support resource for developing the capacity of executive and technical officials of the State Department and ULBs under SBM(U) 2.0 through training and handholding. The targets of such capacity building include the following groups, with final identification to be done by the State/UT and Urban Local Bodies.

Target stakeholders:

- **State/UT and Parastatal officials** - To develop high level capacities to ensure effective policy and strategy formulation, and planning for interventions and initiatives towards urban sanitation, used water and waste management under SBM-U 2.0 at the State level.
- **Administrative/Executive Officials of ULBs** – To develop a robust understanding of the Mission components, capacities for holistic identification of gaps in the urban sanitation and waste management ecosystem, identification and design of localized solutions along with developing plans for implementation, monitoring and multi-stakeholder management.
- **Public Health and Technical Officials of ULBs**– To develop a robust understanding of the technical components and strategy of the Mission, capacity to identify emerging solutions suited to the local context and challenges faced across solid waste management, used water management and IEC, monitoring, evaluation and reporting capacities along with development of strategies for an effective, efficient and time bound implementation of projects.

Capacity Building Program Details

Sr. No.	Stakeholders	Areas for Training	Program Details
1	Officials (State Officials, Administrative / Municipal Officials, Executive Municipal Officials etc.)	Training Under the Major following heads would be conducted <ul style="list-style-type: none"> • Project Management • Project strategy planning and development under SBM 2.0 • Decision-making support • Project technical and financial appraisals • Technology and process assessments/ reviews • Workforce planning and staff augmentation • Government IT procurement • Public Private Partnership (PPP) initiatives in SWM and UWM • Effective plastic waste management in Indian cities and 3R Principles in waste management • E-waste and C&D waste management • Operating GEM • Capacity building, training and mentoring • Cross-agency governance structure. • Sanitation and Used Water management. • Safai Mitra Surkraksha 	One day Training at Divisional Level / District Level Batch Size – 50 Participants

Sr. No.	Stakeholders	Areas for Training	Program Details
2	Technical officials (PHE Engineers, Sanitary Inspectors, Health Officers etc.)	<p>Training Under the Major following heads would be conducted</p> <ul style="list-style-type: none"> • Source segregation • Home composting • Citizen engagement in Solid Waste Management (SWM) • Planning, construction, and Operation & Maintenance of Community Toilet /Public Toilet • Technology session (GPS photos/ google sheet/ google forms/ etc.) • Effective plastic waste management in Indian cities and 3R Principles in waste management • Effective involvement of voluntary organizations/ NGOs/ SHGs/ private sector in SWM • Sanitation and Used Water management. • E-waste and C&D waste management • My toilet facility app/ Swachhata app/ toilet locator on google maps • Festival waste management • Behavioral change in SWM and case studies for effective SWM • Best practices in domestic hazardous waste disposal. • Social protection of sanitation workers. • Safaimitra Suraksha. 	<p>One day Training at Divisional Level / District Level</p> <p>Batch Size – 50 Participants.</p>
3	Field Workers (Sanitation Works, Safai Mitra's etc.)	<p>Training Under the Major following heads would be conducted.</p> <ul style="list-style-type: none"> • Municipal Solid Waste Management • Sanitation and Used Water management. • Individual Household Toilets • Community and Public toilets • IEC and Public Awareness • Citizen Training • Effective plastic waste management in Indian cities and 3R Principles in waste management. • Safaimitra Suraksha. • Social protection of sanitation workers. 	<p>3 Hrs onsite Training at ULB Level. (Two Rounds of 3 Hrs duration onsite Training at scheduled intervals)</p> <p>Batch Size – 50 Participants</p>

Target activities

- Agency are envisioned to undertake Training Needs Analysis at State/UT and ULB level which will play a key role in creating a baseline understanding of the existing level of human resource deployment, capacities with the target stakeholders, as well as the identification of key gaps to be addressed towards enhancing the capacities to the desired levels. Agency will Identify gaps in capacities of the stakeholders influencing the implementation of SBM-U projects across sanitation, solid waste management, used water management, and IEC/BCC.
- Expansion of the capacity building training interventions beyond classroom training-based formats is envisioned by bringing in new innovative media for capacity building for senior officials, knowledge sharing activities, peer to peer learning and mentorship initiatives, and other mechanisms which can be leveraged for promoting cross learning of stakeholders.
- In addition, activities may be undertaken to review existing materials, identify gaps in context-relevant training materials, and develop high quality training material across various forms of media (audio/video/text). As identified in the Operational Guidelines, focus will be on learning through media which can be disseminated quickly and to many people, thus, mobile technologies like WhatsApp and (self-paced) e-learning shall also be harnessed by the Agency.
- Develop high quality learning programmes including videos, discussions, games,

activities, diagnostic tests, and other forms of learning material.

- The Agency will also play an important role in conducting the pre- and post-training evaluations to understand the impact of these interventions, thus supporting creation of an effective, and sustainable training and capacity building ecosystem.

10.1 Roles and Responsibilities

A. State Mission Directorate:

- Administrative and Statutory approvals by the authority for scope of work and training cost, which will be applicable to the ULBs for undertaking Capacity Building training.
- Authority will approve the training module for various audience groups and a comprehensive annual training calendar.
- Authority will conduct progress reviews with selected Agency with ULBs with a focus on ascertaining the impact of the trainings, support being provided in knowledge management, planning and municipal finance augmentation.
- Authority to conduct regular review of participation of ULB officials.
- The payments (in accordance with the training cost approved by the SLTC) will be made by the State from the share of capacity building funds allocated under SBM-U 2.0 based on actual deliverables of selected Agency.

B. ULB:

- The ULBs would be leveraging the support of the CB Agency across the focus areas outlined.
- The ULBs to nominate different category of officials to participate in the training programs.
- ULBs may also request additional trainings to State Mission directorate based on their need.

10.2 Monitoring Framework

- The CB Agency will submit Monthly and quarterly progress reports to the State Mission Office capturing the progress on the following parameters-
 - No. of ULB officials trained (disaggregated by the different stakeholder categories identified)
 - No. of post training evaluations and assessments conducted

11 Period of Engagement

The Period for the Contract shall be initially for 12 Months from the date of signing of Letter of Award, which may be extended on mutually agreed terms & conditions as per mission requirements and approval from Authority.

12 Deliverable and Payment Schedule

The Agency shall be Engaged initially for 12 Months from the Effective date which may be extended on similar rate and terms & conditions for further upto 12 Months period as per project requirement and approval from the Authority.

1. Induction report covering detailed Methodology, sample size, work plan, man power deployment schedule etc. Must be submitted. After approval of Induction report alongwith detailed CB plan and Training Material for respective Audience Groups for the state and 29 Municipal Corporations, CB program to be executed,

2. The CB Plan in-depth for State and 29 Municipal Corporations should be prepared for 12 Months with Quarterly targets (Physical & Financial).
3. While Preparing the CB plan for 29 Municipal Corporations, the Audio Video and other documentary evidences must be submitted regarding Training need assessment and other activities performed.
4. Monitoring and Evaluation Report along with Participants Feedback. Other tasks and deliverables incidental to the project.
5. For further details, the bidders are advised to refer the guidelines for Capacity Building as per operational guidelines for SBM 2.0 issued by MoHUA.

The Payment Schedule is provided in table below:

Payment Schedule				
Batch wise Payment on per participant basis for respective audience group on Monthly basis				
Sr No	Audience Group	Milestone I	Milestone II	Final Payment
1.	Audience Group - 1	90%	-	10% Payment against final monitoring and evaluation report.
2.	Audience Group - 2	90%	-	
3.	Audience Group - 3	45%	45%	

Note:

- 1.) Contract fee shall be payable as per **clause 1.5** of the RFP.
- 2.) Batchwise attendance report shall be certified by Concern Nodal Authority as follows:
***Nodal Authority**
 Batch for Audience Group 1 - State/UT, Parastatal and ULB Officials – Concerned RDMA.
 Batch for Audience Group 2 - PHE and Technical Officials of ULB – Not below the rank of Dy Commissioner.
 Batch for Audience Group 3 - Sanitary Workers
 For Class A & B Municipal Corporations – Ward Officer and above rank official.
 For Class C & D Municipal Corporations – Assistant Commissioner and above rank official.
 All the deliverables to be certified by Mission Director, SBM (U) 2.0, Maharashtra.
- 3.) Agency to maintain the batchwise attendees record and to be submitted along with Invoices.
- 4.) Payments to be made at the end of each month subject to submission of invoice by the bidder on pro-rata basis as payable after adjusting penalties, if any, considering milestones achieved.
- 5.) The Agency must attend presentations, any other meeting and site visits in connection with work related to Assignment as when required by Authority.
- 6.) Final 10% payment will be released after submission of monitoring and evaluation report along with Participants Feedback.
- 7.) Positive Feedback will be considered for releasing final payment. In case of more than 30% negative feedback, Agency to re arrange the repetitive sessions for those participant at Agency's cost.

13 Manpower Deployment:

The Agency shall be required to form a multi-disciplinary team for this assignment. The Bidder shall offer and make available all personnel, comprising of one Team Leader, Campaign Manager, Multimedia Manager, & Content Resource meeting the requirements as specified below.

S. No	Position	Resource Required	Qualification & Experience
1	Team Leader	01	Minimum Masters or equivalent post graduate degree with 12 years' experience and having supervised Capacity building & training: Experience in projects in Capacity building in State/National level ,
2	Campaign Manager	01	Minimum Masters or equivalent post graduate degree with 5years' experience and having supervised Capacity building & training: Experience in projects in Capacity building in State /National level.
3	Multimedia Manager	01	Minimum Masters or equivalent post graduate degree with 5 years' experience and having supervised Capacity building & training. Experience in projects in Capacity building in State /National level
4	Content Resource	01	Minimum bachelor's Degree with 3 years' experience and having supervised Capacity building & training.

The team shall be manned by adequate number of experts with relevant qualification and experience in the execution of similar assignments. Desirable qualification for the proposed team of experts would include knowledge of computer application, strong communication skills, experience in collection, compilation and analysis of statistical data, analytical and presentation skills with ability to generate well researched written report.

14 Project Area

The project area would be the Maharashtra State including Municipal Corporations across the six administrative divisions mentioned in Annexure-XI.

After the award of work and issue of Contract Agreement (CA), the Agency shall submit to the Authority a detailed execution plan as per the Scope of Work. Before initiating execution, the Agency should inform the Authority about the status and seek the Authority's advice on the same.

15 Rights and obligations

The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Contract Agreement, in particular:

- a. The Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- b. Authority shall make payments to the Agency in accordance with the provisions of the Agreement.

16 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall

have exclusive jurisdiction over matters arising out of or relating to this Agreement.

17 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

18 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

1. In the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 21 or to such other person as the Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub- clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e- mail to the number as the Agency may from time to time specify by notice to the Authority;
2. In the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 21 or to such other person as the Authority may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
3. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this agreement and Termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below;

19 Authority of Member-in-charge

In case the Agency consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Agency's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

20 Authorized Representatives

- i) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority, or the Agency, as the case may be, may be taken or executed by the officials specified in this Clause.

- ii) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name:Designation:

Tel:Mobile:

Email:

- iii) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name:Designation:

Tel:Mobile:

Email:

- iv) The Agency may designate one of its employees as Agency's Representative. Unless otherwise notified, the AGENCY's Representative shall be:

Name:Designation:

Tel:Mobile:

Email:

21 Taxes and duties

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. GST shall be payable as a part of Agreement Value in accordance with the governing tax laws of India.

22 Commencement, Completion and Termination of Contract Agreement

22.1 Effectiveness of Contract Agreement

This Contract Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

22.2 Commencement of Services for Assignment

The Agency shall commence the Services for Assignment within a period of 15 (Fifteen) days from the Effective Date.

22.3 Termination of Agreement for failure to commence Services for Assignment

If the Agency does not commence the Services within the period specified in Clause 23.2 above, then the clause no. 5.6.1 and 5.6.2 shall be applicable.

22.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 22.3 or 30 hereof, or unless extended by the Authority as per project requirement, the expiry of agreement shall be a period of 90 (ninety) days after the delivery of the final deliverable to the Authority.

23 Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

24 Force Majeure

24.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, epidemic, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement, and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

24.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

24.3 Measures to be taken

1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
2. A Party affected by an event of Force Majeure shall notify the other Party of such event

as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

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

24.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

24.5 Payments

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

24.6 Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

25 Suspension of Agreement

The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

26 Termination of Agreement

26.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 25 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or

goes into liquidation or receivership whether compulsory or voluntary.

- c) The Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 30 hereof
- d) The Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- e) Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading.
- f) As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- g) If Agency is a company, process of liquidation is started.
- h) The Agency has failed to replenish performance Security within required time if A-PBG/PBG is forfeited for any reason.
- i) Agency does not perform work as per scope of work/TOR.

26.2 By the Agency

The Agency may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) The Authority fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 35 hereof within 45 (forty-five) days after receiving written notice from the Agency that such payment is overdue;
- b) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the Authority of the Agency's notice specifying such breach;
- c) As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 35 hereof.

26.3 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 27.1 or 27.2 hereof, the Authority shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Authority):

- a) Payment pursuant to Clause 29 hereof for Services satisfactorily performed prior to the date of termination.
- b) GST payment pursuant to Clause 22 and 29 hereof incurred prior to the date of termination; and

26.4 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 27.1 or in Clause 27.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 30- hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

27 Obligations of the Agency

27.1 General

27.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority.

27.1.2 Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the “TOR”). The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

27.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure to comply with the Applicable Laws.

27.2 Conflict of Interest

27.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

Agency and Affiliates not to be Otherwise Interested in the Project The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, as well as any Sub- Agency and any entity affiliated with such Sub- Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 years from the completion of this assignment or to Agency assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to Agency / advisory services provided to the Authority in continuation of this Agency or to any subsequent Agency / advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be,

and any Associate thereof.

27.2.2 Prohibition of Conflicting Activities

Neither the Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- I. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- II. After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- III. At any time, such other activities as have been specified in the RFP as Conflict of Interest.

27.2.3 Agency not to Benefit from Commissions, Discounts, etc.

27.2.4 The remuneration of the Agency pursuant to Clause 30 hereof shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

27.2.5 Without prejudice to the rights of the Authority under Clause 31.2.6 above and the other rights and remedies which the Authority may have under this Agreement, if the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

27.3 Agency actions requiring the Authority's prior approval

27.3.1 The Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- i. Appointing such members of the Professional Personnel as are not listed in TOR.
- ii. Any other action that is specified in this Agreement.

27.4 Reporting obligations

27.4.1 The Agency shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

27.5 Equipment, materials, Facilities furnished by the Authority

27.5.1 Equipment, materials and facilities made available to the Agency by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Agency shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

27.5.2 Office space : The ULB has to provide the office space to the personnel of Agency so that the Agencies will work alongside the Authority staff and have frequent interactions with the Authority for this project and will assist and carry out on-the-job training as a routine part of their activities.

27.6 The Agency's Personnel

27.6.1 General

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services as per the requirement in the RFP.

27.6.2 Deployment of Personnel

The designations, names and the estimated periods of engagement in carrying out the Services by each of the Agency's Personnel to be annexed in this agreement.

28 Obligations of the Authority

28.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- i) Provide the Agency, its Sub- Agencies and Personnel with work permits and such other documents as may be necessary to enable the Agency its Sub- Agency or Personnel to perform the Services.

- ii) Issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

28.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws there shall not be any deviation in the contract fees.

28.3 Payment

In consideration of the Services performed by the Agency under this Agreement, the Authority shall make to the Agency, such payments and in such manner as is provided in Annex of this Agreement.

28.4 Mode of billing and payment

28.4.1 The Authority shall clear the payment due to the Agency to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").

28.4.2 The payment shall be made as per clause no. 13 and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

28.4.3 Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Agency to the Authority within 30 (thirty) days after receipt by the Agency of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final deliverable. Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

All payments under this Agreement shall be made to the account of the Agency as may be notified to the Authority by the Agency.

28.4.4 Authority shall give payment guarantee to Agency on behalf of Authority, covering the risk of default by Authority for payment of contract fee. In the event the Authority fails to pay contract fees as per clause 30.1.1 of RFP, then Selected Agency shall inform the Authority about the same and submit the copy of bills indicating the amount required to be paid along with all supporting documents fulfilling the respective deliverable. In response to that, the Authority may pay or direct the Authority to pay contract fees within 15 days of receiving such request with due satisfaction of required submissions as per RFP

conditions.

28.5 Currency of payment

All payments shall be made in Indian Rupees.

29 Liquidated Damages and Penalties

29.1 Performance Security

- a) Within fifteen (15) days of receipt of the LOA, the successful Bidder shall sign and return it to the Authority. An irrevocable and unconditional **Performance Security** or **Performance Bank Guarantee (PBG)** from a Bank in the form set forth as Annexure - XIV within Fifteen (15) days of the receipt of LOA from the Authority, the successful Bidder shall furnish the Performance Security equal to 5% of Contract value at the time of signing of Letter of Award (LOA).

29.2 Penalty for deficiency in Services

1. There shall be regular review regarding the delivery performance of the contractor by Authority during the contract period. In case, at any stage, it is observed that the performance of the contractor is unsatisfactory, or discrepancies are found in the services carried out by contractor, Authority reserves the right to cancel the contract and debarment the contractual firm(s) after giving due opportunity.
2. Penalty for delay in Services:
 - a. For failure to complete services within the stipulated period a penalty equivalent to 0.5% per week or part thereof on the value of the delayed services shall be recovered from the successful Bidder without any reference to the successful Bidder. The amount of the penalty shall be, however, subject to the maximum of 10% of value of the delayed work may be fixed by the Authority.

30 Settlement of Disputes

30.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

30.2 Dispute resolution

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 31.3.
- b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

30.3 Arbitration

Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 30.3 (b). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

- a) There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- b) The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- c) The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

31 Representations and Warranties

31.1 Representations and Warranties of the Agency

The Agency's represents and warrants to the Authority that:

- a) It is duly organized, validity existing and in good standing under the laws of India;
- b) It has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the Project;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of Agency's 'Memorandum and Articles of Association' or any of the Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g) There are no actions, suits, proceedings or investigations pending, or to the Agency's knowledge, threatened against it at law or in equity before any court or before any

other judicial, quasi judicial or other Authority, the outcome of which may constitute the Agency Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

- h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may resulting Material Adverse Effect;
- i) It has complied with all Applicable Laws and has not been subject to any fines, damages, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) Without prejudice to any express provision contained in this Agreement, the Agency acknowledges that prior to the execution of this Agreement, the Agency has after a complete and careful examination made an independent evaluation of the required Project Facilities and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to rise or may be faced by Agency in the course of performance of its obligations hereunder;
- k) The Agency also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Agency;
- l) The Agency agrees to indemnify and hold indemnified the Authority against all cost, expenses, damages arising out of:
 - i. Operations and maintenance of the project facilities under this Agreement.
 - ii. Compliance with all labor laws and all possible claims and employment related liabilities of its staff employed in relation with the project.
- m) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

31.2 Representations and warranties of the Authority

The Authority represents and warrants to the Agency that:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently as presently conducted and to enter into this Agreement.
- b) That it has full power, capacity and the Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorize the execution, delivery and performance of this Agreement;
- c) Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it;
- d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal

and binding against it under the Indian law.

31.3 Obligation to Notify Change

In the event that any of the representations or warranties made/ given by a Party ceases to be true or stands changed, the Party who had made such representation are given such warranty shall promptly notify the other of the same.

32 Miscellaneous

32.1 Assignment and Charges

- a) The Agency shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of both the Authority & Lenders.
- b) The Agency shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of the Authority and Lenders.
- c) Restraint set forth in clauses (a) and (b) above shall not apply to :
 - i. Liens/ Encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of Agency.
 - ii. Pledges/ hypothecation of goods/ stocks Project Assets Created and revenue as security for Indebtedness, in favor of the Lenders and working capital providers for the Project.
- iii. Assignment of Agency's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

32.2 Interest and Right of Set Off

- a) "Any sum which becomes payable under any of the provisions of this agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owned by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing Bank Rate from the due date for payment hereof until the same is paid to or otherwise realized by the Party entitles to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under Law, the Party entitled to receive such amount shall also have the right of set off".
- b) Provided the stipulation regarding interest for delayed payments contained in this Clause, shall neither be deemed nor construed to authorized any delay in payment of any amount due by a party nor be deemed or construed to be a waiver of the underlying breach of payment obligation.

32.3 Depreciation and Interest

- a) For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Agency in the Project shall be deemed to be acquired and owned by the Agency. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to

be made by the Agency under the Applicable Laws.

- b) Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

32.4 Governing Law and Jurisdiction

This agreement shall be governed by the laws of India. The Courts at Mumbai shall have jurisdiction over all matter arising out of or relating to this Agreement.

32.5 Waiver

Waiver by either party of any default by the other party in the observation and performance of any provision of or obligation under this Agreement:

- a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligation under this agreement;
- b) Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and Shall not affect the validity or enforceability of this agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

32.6 Survival

Termination of this agreement shall not relieve the Authority and the Agency of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

32.7 Amendments

This Agreement and the Schedules/ Annexure together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

32.8 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

33 Liability of the Agency:

Subject to additional provisions, if any, set forth in the contract, the Agency's liability under this Contract shall be as provided by the Applicable Law and shall be limited to fees due and payable to Agency.

34 Intellectual Property.

Following the Effective Date, the Authority shall be the sole owner of all the products and proceeds of the Agency's services hereunder, including, but not limited to, all deliverables, training materials, ideas, concepts, formats, suggestions, developments, arrangements, packages, programs and other intellectual properties that the Agency may acquire, obtain, develop or create in connection with and during the Contract Term, free and clear of any claims by the Agency. The Agency shall seek prior approval by the authority to produce or present any of material executed under this contract as credentials or references.

**ANNEXURE I: COVER LETTER
(On Letterhead of the Bidder)**

Ref:
Dated:

To,
**Mission Directorate, Urban Development Dept
Maharashtra**

Subject: "Selection of Agency for Capacity Building (CB) activities for Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra."

Dear Sir,

With reference to your RFP document no Date, I/we, having examined the RFP and understood its contents, hereby submit our proposal.

1. The technical and financial proposals are unconditional.
2. All information provided in the proposal/Bid and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of Selection as the Agency for the aforesaid scope.
4. I/ We shall make available to Authority any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of Authority to reject our proposal/Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority.
 - b. I/ We do not have any conflict of interest in accordance with Clauses of the RFP document.
 - c. 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 the RFP document, in respect of any tender issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State;
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions in the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the

- Agency, without incurring any liability to the Bidders in accordance with relevant clauses specified in the RFP document.
9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
 10. 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 orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the contract for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. 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. We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/employees.
 13. We undertake that in case due to any change in facts or circumstances during the bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Authority of the same immediately.
 14. 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 Authority in connection with the selection of Agency or in connection with the bidding Process itself, in respect of the above mentioned Project.
 15. The Bid Security of Rs. _____/-(Rupees only) has been submitted, in accordance with the RFP document.
 16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the contract for the Project is not awarded to me/us or our proposal is not opened or rejected.
 17. We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.
 18. A Power of Attorney in favor of the Authorize signatory to sign and submit this Proposal and documents is attached herewith in **Annexure-III**
 19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the bidding Process including the award of Contract.
 20. We, _____(Bidder's Name) herewith enclose the Financial Proposal as **Annexure IX (Online Submission only)** for selection of my/our firm as Agency to execute CB scope.
 21. We agree and undertake to abide by all the terms and conditions of the RFP document.
 22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours
faithfully,

(Signature, name and designation of the of the Authorized signatory)
(Name and stamp of Bidder)

ANNEXURE II: STATEMENT OF LEGAL CAPACITY

(On Letterhead of the Bidder)

Ref:

Dated:

To,

**Mission Directorate,
Maharashtra Urban Development Mission,
Maharashtra**

Subject: "Selection of Agency for Capacity Building (CB) activities for Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra".

Dear Sir,

We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorized Representative and has been duly Authorize to submit our Proposal. Further, the Authorized signatory is vested with requisite powers to furnish such proposal/Bid and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

For and on behalf of.....

ANNEXURE III: POWER OF ATTORNEY

Know all men by these presents, we, **(name of Bidder and address of the registered office)** do hereby constitute, nominate, appoint and Authorize Mr./Ms..... **(name & residential address)** who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter 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/Bid for **[Insert name of work]** in response to the RFP floated by Mission Directorate, Maharashtra Urban Development Directorate (the “Authority”) including but not limited to signing and submission of all applications, 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 Letter of Acceptance (LOA), Letter of Award (LOA), Contract Agreement (CA) 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/Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority, 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 hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF,.... 2025

For (Signature, name, designation, name of firm and address)

Witnesses:

- 1.
- 2.

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.*
3. *To be executed on a Stamp Paper of Rs.500/-, duly notarized.*

ANNEXURE IV: DETAILS OF BIDDERS

Particulars / Details	Individual Bidder Company
Name of the Organization	
Name and Designation of Authorised representative	
Contact Details of Authorised representative	
Mobile:	
Email:	
Complete address of the organization with registered office contact details	
Address:	
Telephone:	
Mobile:	
Email:	
Website:	
Type of organization	
<input type="checkbox"/> Government Organisation <input type="checkbox"/> Non-Government Organisation <input type="checkbox"/> Education / Training Institutes <input type="checkbox"/> Private Institutions	
Attach copy of memorandum of association of the organisation	
Year of establishment	
Details of registration	
Registration type: Society/ Trust/ Private Limited/ Limited/ LLP/ Cooperative/ University/ any other Registered under Act:	
Registration Number:	
Date of incorporation:	
Registration Certificate (PDF scanned copy to be uploaded)	

ANNEXURE-V: FINANCIAL QUALIFICATION OF BIDDER

Sr.No.	Bidder type	Annual Turnover (In Rs. Crore)		
		FY 21-22	FY 22-23	FY 23-24
1.	In case of Individual Bidder Company			
	Average of 3 years			

Sr.No.	Bidder type	Annual Net Worth as on 31/03/2024 (In Rs. Crore)
		1.

(Signature of the
Authorized signatory)

Note:

- The details are to be submitted on the letterhead of the Bidder. A certificate from a statutory auditor certifying the details submitted should be provided as supporting documents.
- The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for years preceding the year for which audited annual report is not being provided.

ANNEXURE-VI: Format for Technical Capacity of Applicant – History of Capacity Building and Training

(List only those works, which are similar to the proposed works for which the Qualification Information is submitted)

As per Clause no. -1.8.2

S. No.	Assignment/Training event	Name of client	Approx. value of contract (Rs)	Location	Govt sector project (Y/N)	Start – End (Month/YY – Month/YY)	No. of Experts provided in assignment	Sector and functional areas of services under project	Activities performed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Note:

1. Provide detail of at least minimum number of projects/training events required as per minimum eligibility criteria.
2. To score maximum marks in technical evaluation, number of projects are to be provided as per respective criteria.
3. The sector under column (9) is to be mentioned as per sectors specified in the different scoring criteria and same shall be considered for counting the projects for the purpose of scoring.
4. Copy of work order/empanelment / client certificate of work completion / relevant document for each project is to be provided.

Format for Technical Capacity of Applicant – History of Projects in the sector

S. No.	SWM /UWM related Project	Name of client	Approx. value of contract (Rs)	Location	Govt sector project (Y/N)	Start – End (Month/YY – Month/YY)	No. of Experts provided in assignment	Sector and functional areas of services under project	Activities performed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Note:

- Provide detail of at least minimum number of projects/training events required as per minimum eligibility criteria.
- To score maximum marks in technical evaluation, number of projects are to be provided as per respective criteria.
- The sector under column (9) is to be mentioned as per sectors specified in the different scoring criteria under each clause and same shall be considered for counting the projects for the purpose of scoring.
- Copy of work order / empanelment / client certificate or relevant document of work completion for each project is to be provided.

Detail of infrastructure and facilities available

Sl. No.	Infrastructure	Capacity	Ownership (Own / Leased)	Location

ANNEXURE-VIA: FORMAT FOR PROJECT DETAILS SHEETS

(Provide Details for Only those Projects listed in Annexure VI, use separate sheet for each project)

Name of Bidder Claiming the Project Experience	
1.	Name of Project
2.	Location of Project
3.	Name of the Client
5.	Client's Address & Telephone Number, Fax Number and e mail ID of contact Person
6.	Project Cost (in Rs Cr)
7.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
8.	Contract role (check one) 1. Individual Contractor 2. Consortium/Joint Venture 3. Sub-d Contractor
9.	a) Project Capacity: b) Your Company's share in the Project (%):
10.	Date of Award
11.	Contract duration years/ months
12.	Date of Completion
13.	Whether Completed in specified duration, If No, reason for delay
14.	Specified requirements
15.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
16.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or No). If yes, give amount and explanation.

(Signature of the
Authorized signatory)

Note

- Provide attested copies of documents such as work orders/agreements and completion certificates pertaining to required experience mentioned above either as Lead Contractor or as Consortium member.
- Each certificate of experience will be duly signed/ confirmed by a representative of the client.

ANNEXURE-VIII: FORMAT FOR UNDERTAKING FOR NON BLACKLISTING

(Notarized on Rs. 500 Stamp Paper)

**To,
Mission Director
Swachh Maharashtra Mission (U), Maharashtra,**

I/We hereby agree and undertake that my/ our Firm/ Company nor any of my Employee is not under any penal action such as debarred / black-listed/ suspended/ de-registered etc. by any Government (Central Government / State Government / Local Government), Semi Government & Government Under-taking, any Multilateral Funding Agency and Urban Local Body in last 3 years in India.

Authorized Signatory

(Name and Full details of the company)

ANNEXURE-VII: CV OF KEY PERSONNEL

Thematic area (refer to 2.4)				
In-house/ External				
Name of expert				
Current Position				
Name of the Organization				
Date of birth				
Total years of experience				
Pen profile (100 words only)				
Educational qualifications	Degree	Year	Subject	Name of university & institution
Countries/ States of work experience in Government Programmes				

(Provide details of each Key Personnel as per requirement of RFP)

Name of Bidder Company/Consortium members' company (in case of consortium):			
Proposed Position			
Key Personnel Information	1. Name: 2. Date of Birth: 3. Contact Number: 4. Professional Qualification: 5. Current Designation: 6. Years with Present Employer: 7. WASH Experience (No. of Years):		
Experience Summary Relevant to this Project			
Professional Experience over the last 10 Years (in chronological order)	From	To	Company/Project/Position/Relevant Technical and Management Experience

(Signature and name of the authorized signatory of the Bidder)

Note: • Minimum One set of CVs including as per RFP clause no. 13 Manpower Deployment.

ANNEXURE-IX: FINANCIAL BID

Tender Inviting Authority: Maharashtra Urban Development Mission Directorate

Name of Work: "Proposal (RFP) for Selection of Agency for Capacity Building (CB) activities at Municipal Corporations under Swachh Bharat Mission (U) 2.0 Maharashtra."

**Name of the Bidder/
Bidding Firm/ Company:**

(This Financial Bid template must not be replaced/modified by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

S.N	Audience Group	Unit	Participants (Estimated)	Training Cost in Rs (Inclusive of Taxes)	Total Cost in Rs (Inclusive of Taxes)
1	Audience Group 1 - Officials (State Officials, Administrative / Municipal Officials, Executive Municipal Officials etc.)	Per Participant	250		
2	Audience Group 2 - Technical officials (PHE Engineers, Sanatory Inspectors, Health Officers etc.)	Per Participant	3500		
3	Audience Group 3 - Field Workers (Sanitation Workers, Safai Mitra's etc.)	Per Participant	100000		
	TOTAL in Rs				

Total Cost Amount Rupees in Words

Note:

1. Bidder to offer Per Participant Cost for all Audience Group Categories, Total cost inclusive of GST will be considered for evaluation purposes.
2. Financial Bid is to be submitted online through e-procurement mode only.
3. Cost Quoted is inclusive of administrative charges including Venue, Food and Beverages, Acquiring Statutory Permissions (as applicable), and GST.
4. Estimated Participants may vary as per requirement limited to $\pm 30\%$ of total contract value.

ANNEXURE X: DRAFT CONTRACT AGREEMENT

Contract No. _____

AGREEMENT FOR [Name of the SWM Project] under the provisions of Letter of Award (LOA) Sr. No.....dated..... for RFP notification..... dated for

“Selection of Agency for Capacity Building (CB) activities under Swachh Bharat Mission (U) 2.0 Maharashtra”.

Between

[Name of the Authority]

And

[Name of the Selected Bidder]

Dated.....

This Agreement for [insert name of work] (hereinafter called the “Agreement/Contract Agreement”) is made on the..... day of the month of 20...

BETWEEN

<Name of Authority>, represented by its Commissioner/chief Municipal Officer (CMO) having its principal office at _____(hereinafter referred to as the “AUTHORITY”, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the FIRST PART;

AND

[Name of the Selected Bidder], with its registered office at and represented by its Director/ Managing Director, (hereinafter referred to as the “AGENCY”, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

The Authority, the “Agency” shall collectively be referred to as the Parties and individually as a 'Party. WHEREAS

The Authority wish to appoint an “Agency” for [Name of the Project] hereinafter referred to as the “PROJECT”

The Authority had invited Request for Proposal (RFP) from prospective bidders vide RFP notification..... dated.....

Pursuant to the terms of the RFP, [Insert name of the Selected Bidder] submitted its technical and financial proposals to implement the Project on (the Bid).

Following a process of evaluation of technical and financial proposals submitted by the bidders

(including [Name of the Selected Bidder]), the Authority accepted the Bid on [Date of Bid Acceptance]. The Authority issued the letter of award on to (Name of the Selected Bidder) (the LOA).

[Name of the Selected Bidder] accepted the LOA and has agreed to undertake the Letter of Award (LOA)

[Name of the Selected Bidder] has submitted Performance Guarantee to the Authority on and executed Letter of Award (LOA),

And based on the Letter of Award (LOA) Sr. No.....dated..... for RFP notification..... dated....., The Authority and Selected Agency now wish to enter into this Contract Agreement (CA) to implement the Project, subject to and on the terms and conditions set out in this Contract Agreement (CA).

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall be deemed to form and be ready and construed as part of this Contract Agreement viz.
 - i. Letter of Award (LOA)
 - ii. Letter of Acceptance (LoA)
 - iii. Agency's Bid
 - iv. RFP Document including any Addendum, Corrigendum
 - v. Any other documents listed in the RFP as forming part of the Contract Agreement.
3. **Performance Bank Guarantee-** The Agency is furnishing Performance Bank Guarantee as a Performance Security of Rs 1.50 Cr at the time of signing of this Contract Agreement.
4. **Services:** The work to be performed by the Agency under the Contract Agreement (such work being hereinafter called the Services) is more particularly described in the Scope of work (TOR) set forth as part of RFP which contains the other terms and conditions with regard to the performance of obligations and entitlements of the Parties.
 - A. **For more clarity, major scope of works for this Project are presented here below: Capacity Building Training Partners-** The Agency will be the primary support resource for developing the capacity of executive and technical officials of the State Department and ULBs under SBM(U) 2.0 through training and handholding. The targets of such capacity building include the following groups, with final identification to be done by the State/UT and Urban Local Bodies.

Target stakeholders:

 - **State/UT and Parastatal officials** - To develop high level capacities to ensure effective policy and strategy formulation, and planning for interventions and initiatives towards urban sanitation, used water and waste management under SBM-U 2.0 at the State level.
 - **Administrative/Executive Officials of ULBs** – To develop a robust understanding of the Mission components, capacities for holistic identification of gaps in the urban

sanitation and waste management ecosystem, identification and design of localized solutions along with developing plans for implementation, monitoring and multi-stakeholder management.

- **Public Health and Technical Officials of ULBs**– To develop a robust understanding of the technical components and strategy of the Mission, capacity to identify emerging solutions suited to the local context and challenges faced across solid waste management, used water management and IEC, monitoring, evaluation and reporting capacities along with development of strategies for an effective, efficient and time bound implementation of projects.
- **Sanitation Workers.**

Personnel:

(a) The Services shall be carried out by the Personnel of the Agency and the Agency shall be responsible for the payment of salary and other employee benefits to the Personnel. The Client shall not be responsible for any payment to the personnel of the Agency.

(b) The Agency shall, at all times, ensure that there is a Team Leader to supervise and coordinate the operations of the personnel as such other personnel as may be required for the satisfactory performance of the Services and the Team Leader shall be responsible for liaison between the Agency and the Authority. The list of Personnel shall be in line with the Letter of Award (LOA) issued by the Authority for the Selection of the Agency.

(c) The Agency shall inform in writing to the Authority on the authorized signatory of the Agency who shall sign the reports and invoices from the Agency side.

5. Commencement/Effective Date: The Effective Date shall be the date of Signing the Contract Agreement.

6. Maximum payment to the Agency: The contract fees payable to the Agency by the Authority is subject to services availed as per clause no 5.0 of Contract Agreement and to be released as per Deliverable & Payment Schedule as specified in the Letter of Award (LOA).

Note: Contract fee shall be payable as per clause 1.5 of the RFP. Accounts for Payment: All payments under this Contract shall be made to the following account(s) of the Agency

A/c Name:

A/c. Number:

7. Partial Invalidity / Severability: If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8. Relationship between the Parties: Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any

authority to bind over the other in any manner whatsoever and this Agreement is entered as between principal-to-principal basis.

9. **Non-Assignability:** The Agreement is not assignable.

10. **Counterparts and Registration:** This Agreement shall be executed in two counterparts and when executed and delivered shall constitute an original of this Agreement.

11. In consideration of the payments to be made by the Authority to the Agency as hereinafter mentioned, the Agency hereby covenants with the Authority to complete the Scope of Work and remedy any defects therein in conformity in all aspects with the provisions of the contract agreement.

12. The Authority hereby covenants to pay the Agency in consideration of completion of the Scope of Work and the remedying the defects wherein contract fees or such other sum as may become payable under the provisions of the Contract Agreement at the times and in the manner prescribed by the Contract Agreement.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written. The Common Seal of was hereunto affixed in the presence of:

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

(Signature)
(Name)
(Designation)
(Address)

For and on behalf of Agency

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

ANNEXURE XI: MUNICIPAL CORPORATIONS IN MAHARASHTRA

Sr No.	Division Name	District Name	ULB Name	Class
1	Amaravati	AKOLA	AKOLA	Mcorp - D
2		AMRAVATI	AMRAVATI	Mcorp - D
3	Ch. Sambhaji Nagar	CH.SAMBHAJI NAGAR	CH.SAMBHAJI NAGAR	Mcorp - C
4		JALNA	JALNA	Mcorp - D
5		LATUR	LATUR	Mcorp - D
6		NANDED WAGHALA	NANDED WAGHALA	Mcorp - D
7		PARBHANI	PARBHANI	Mcorp - D
8	Konkan	MUMBAI	GREATER MUMBAI	Mcorp - A+
9		PALGHAR	VASAI VIRAR	Mcorp - C
10		RAIGADH	PANVEL	Mcorp - D
11		THANE	BHIWANDI NIZAMPUR	Mcorp - D
12		THANE	KALYAN DOMBIVALI	Mcorp - C
13		THANE	MIRA-BHAYANDAR	Mcorp - D
14		THANE	NAVI MUMBAI	Mcorp - C
15		THANE	THANE	Mcorp - B
16		THANE	ULHASNAGAR	Mcorp - D
17	Nagpur	CHANDRAPUR	CHANDRAPUR_M	Mcorp - D
18		NAGPUR	NAGPUR	Mcorp - A
19	Nashik	AHILYANAGAR	AHILYANAGAR	Mcorp - D
20		DHULE	DHULE	Mcorp - D
21		JALGAON	JALGAON	Mcorp - D
22		NASHIK	MALEGAON	Mcorp - D
23		NASHIK	NASHIK	Mcorp - B
24	Pune	KOLHAPUR	ICHHALKARANJI	Mcorp D
25		KOLHAPUR	KOLHAPUR	Mcorp - D
26		PUNE	PIMPRI CHINCHWAD	Mcorp - B
27		PUNE	PUNE	Mcorp - A
28		SANGLI	SANGLI	Mcorp - D
29		SOLAPUR	SOLAPUR	Mcorp - D

Note:

1. In future, number of ULBs or Participants may increase or decrease and will have to be considered by selected Agency for executing the scope of work as mentioned in this contract agreement.

ANNEXURE XII: PERFORMANCE BANK GUARANTEE FORMAT (PBG)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

To,

Date

Mission Directorate

Swachh Maharashtra Mission

In consideration of Mission Directorate, Swachh Maharashtra Mission, acting through the Maharashtra Urban Development Mission (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Bidder” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Letter of Award (LOA) no..... Dated, (hereinafter referred to as the “LOA”), and the bidder having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees.....) to the Authority for performance of the said LOA.

1. We,.....(hereinafter referred to as the “Bank”) at the request of the bidder do hereby undertake to pay to the Authority an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said bidder of any of the terms or conditions contained in the said Agreement.
2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said bidder of any of the terms or conditions contained in the said LOA or by reason of the bidder’s failure to perform the said LOA. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We,..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effective till the end of 90 days after the date of completion Period of Contract as per Letter of Award (LOA) and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said LOA have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said LOA have been fully and properly carried out by the said bidder and accordingly discharges

this Guarantee.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LOA or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said bidder and to forbear or enforce any of the terms and conditions relating to the said LOA and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We,.....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees In words) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [***].

Dated, the day of20

For.....

(Name of Bank)

(Signature, Name and designation of the authorized signatory) Seal
of the Bank:

ANNEXURE XIII: BID CHECKLIST

S. No	Item	Checked by Bidder	Checked by Authority
	ENVELOPE A: (For Hard copy & online submission)		
1.	Receipt of Bid Document Fees		
2.	Receipt of Earnest Money Deposit/Original Bank Guarantee / Demand Draft		
3.	Annexure I: Cover Letter		
4.	Annexure II: Statement of Legal Capacity		
5.	Annexure III: Power of Attorney		
6.	Annexure IV: Details of Bidders		
7.	Annexure XVII: Bid Checklist		
8.	Annexure-V: Financial Qualification of Bidder		
9.	Audited Financial Statement for the Financial Year 2017- 18,2018-19 and 2019-20 by Chartered accountant		
10.	Copy of the latest Service Income Tax Return filed		
11.	Annexure-VI: Eligible Project Experience of Bidder		
12.	Annexure-VI-A: Format for Project Details Sheets		
13.	Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed		
14.	Relevant documents such as work orders, agreements, etc. and Completion Certificates/Experience Certificate/Client Certificate for fulfilling project experience.		
15.	“Client Certificate /Experience Certificate” of satisfactory services will be required for eligible projects which are ongoing or completed for claiming “the Technical Capacity”. Experience Certificate /Client Certificate shall be directly issued by the Client of position not less than Chief Municipal Officer (CMO) /Municipal Commissioner/Executive Engineer of Urban Local Body (ULB).		
16.	Copy of PAN Card, GSTIN Registration Certificate and any other registration certificates if applicable		
17.	Annexure XVI: Under-taking that neither the Bidder nor any of his employee has been debarred / black- listed/suspended/ de-registered in last 3 years by the Government (Central Government / State Government / Local Government), Semi Government & Government Under-taking, any Multilateral Funding Agency and Urban Local Body in India.		
18.	Annexure-VII: CV of Key Personnel		
19.	Annexure-VIII: Salient Aspect of Technical Proposal		
20.	Copy of RFP Documents, Copy of Envelope A.		
	ENVELOPE B: (Online submission only)		
1.	Annexure-IX: Financial Bid		