



**CHHATTISGARH HOUSING BOARD
CHHATTISGARH, INDIA**

**Request for Proposal
for
Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit
of Chhattisgarh Housing Board Based on QCBS Method**

August 2025



Tender No-

**CHHATTISGARH HOUSING BOARD
Head Office, Paryavas Bhawan, Sector-19
North block, Nava Raipur Atal Nagar, Dist – Raipur, Chhattisgarh, India
Pincode: 492002, Email: cghbho@gmail.com
Website: www.cghb.gov.in**

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-:REQUEST FOR PROPOSAL:-	
DATE: 06/08/2025	ADVERTISEMENT NO.-
<p>Proposals are invited from reputed and eligible Chartered Accountant Firms for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board. The detailed RFP document along with the terms and conditions of the RFP can be downloaded from https://eproc.cgstate.gov.in & www.cg hb.gov.in .</p> <p>Start date: 06-08-2025 for Downloading RFP. The last date of submission of proposals is 21-08-2025.</p>	
<div style="text-align: right;"> Chief Accounts Officer Chhattisgarh Housing Board</div>	

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, in documentary form by or on behalf of the CG Housing Board or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Commissioner, CG Housing Board (CGHB) immediately before the Proposal due date. If no intimation is received by the CGHB within the date, it shall be deemed that the RFP is satisfied that the Document is complete in all respects. The RFP is not an agreement or an offer by the CGHB to the prospective Applicants or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the CGHB in relation to the services. The purpose of the RFP is to provide interested parties, with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. RFP includes statements, which reflect various assumptions and assessments arrived at by the CGHB in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CGHB and its officers/ employees make no representation or warranty and shall have no liability to any person including to any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process. CGHB also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance by any Applicant, upon the statements contained in the RFP. CGHB 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 the RFP or Cancel the RFP. The issue of this RFP does not imply that the CGHB is bound to select an Applicant or to appoint the Successful Applicant and the CGHB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Bid Data Sheet	
Name of Assignment	RFP for Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board
Place of obtaining RFP documents	https://eproc.cgstate.gov.in/ and Website: www.cggb.gov.in
Date/Time/Venue of Pre-Bid Meet	Date: 14.08.2025 at 3.00 pm, Venue: Chhattisgarh Housing Board, Paryawas Bhawan, North Block, Sector-19, Nava Raipur Atal Nagar, (C.G.)
Cost of RFP documents (Non-refundable)	INR 5000+900 (GST), Total INR 5900/- (Rs. Five Thousand Nine Hundreds Only), to be paid through demand draft in favor of Chief Account officer, CGHB
Earnest Money Deposit/Bid Security (Refundable)	Equivalent to INR 1,00,000/- (INR One lakh). Amount to be paid in the form of demand draft, in the favor of Chief Account Officer, CGHB
Start Date for downloading of RFP	06.08.2025
Last date for submission of queries	14.08.2025
Due date for Online Submission of proposal (Technical)	On or before 21.08.2025, 03:00 pm (online).
Physical Submission of Proposal in Hardcopy	For hard copies, last date of submission is on or before 22.08.2025 up to 03:00 through physical submission at the office of The Chief Accounts officer Chhattisgarh Housing Board, Head Office, Paryawas Bhawan, Sector-19. North block, Nava Raipur Atal Nagar, Dist – Raipur, Chhattisgarh, India, Pincode: 492002,
Date of Opening of Technical Proposal	22.08.2025 at 4.00 pm
Date of Opening of Financial Proposal	To be communicated later
Address for correspondence	The Chief Account Officer Chhattisgarh Housing Board Head Office, Paryawas Bhawan, Sector-19, North block, Nava Raipur Atal Nagar, Dist – Raipur, Chhattisgarh, India Pincode: 492002, Email: caocggb@gmail.com Website: www.cggb.gov.in , Phone No.- 9424209004

1. Introduction

1.1 Assignment

- 1.1.1 Chhattisgarh Housing Board ("CGHB" or the "Board") intends to engage a Chartered Accountant Firm (the "CA Firm") **for Internal Audit, Pre-Audit and RERA Audit** of Chhattisgarh Housing Board ("**The Assignment**") for the period of two year.
- 1.1.2 Nodal Officer for Information about the Project For any additional information pertaining to this RFP, the -----, CGHB -----may be contacted.

1.2 Brief Profile of CGHB

Introduction of Housing Board: With the motto to facilitate 'House for all' Chhattisgarh Housing Board (CGHB) was constituted in February 2004 under the Chhattisgarh Housing Board Act 1972. Providing housing facility to the people of economically weaker section (EWS) and lower income group (LIG) on subsidized rates has remained the priority of CGHB. Making dedicated efforts in the direction, CGHB has made a mark in providing housing facilities with necessary infrastructure to the homeless/needy citizens at an affordable price. Thus, CGHB is engaged in providing houses at a subsidized rate and in this respect CGHB is getting the construction activity by the contractors. Further CGHB is also undertaking the deposit work on behalf of other government departments.

The Housing Board has its head office at Paryavas Bhavan, Sector-19, North Block, Nava Raipur Atal Nagar. The Housing Board for better working and smooth implementation of projects has divided its working in various divisions and each division is headed by the executive engineer. At present there are 23 Divisions in the housing board at the following locations:

Sr.	Name of unit	Sr.	Name of unit
1	Division Raipur I, Kabir nagar	13	Division Jagdalpur
2	Division Raipur II, Shankar Nagar	14	Division Dhamtari
3	Division Raipur III, Moulshri Vihar	15	Division Mahasamund
4	Capital Project Division	16	Electrical Division Raipur
5	Division Durg	17	Electrical Division Durg
6	Division Rajnandgaon	18	Electrical Division Bilaspur
7	Division Kawardha	19	Electrical Division Jagdalpur
8	Division Bilaspur	20	Project Division Korea
9	Division Raigarh	21	Division Sakti

Sr.	Name of unit	Sr.	Name of unit
10	Division Korba	22	Division Dantewada
11	Division Ambikapur	23	Division Jaspur
12	Division Kondagaon		

Estate Management Zones: The Estate management zone plays the role in the sales of buildings constructed by division. At present there are 18 Estate Management Zones in the housing board, at the following locations.

Sr.	Name of unit	Sr.	Name of unit
1	Estate Management Zone 1 Raipur, Kabir Nagar	10	Estate Management Zone Dhamtari
2	Estate Management Zone 2 Raipur, Shankar Nagar	11	Estate Management Zone Bilaspur
3	Estate Management Zone 3 Raipur, Moulshri Vihar	12	Estate Management Zone Raigarh
4	Estate Management Zone Capital Project, Raipur	13	Estate Management Zone Korba
5	Estate Management Zone Durg	14	Estate Management Zone Ambikapur
6	Estate Management Zone Rajnandgaon	15	Estate Management Zone Mahasamund
7	Estate Management Zone Kawardha	16	Estate Management Zone Korea
8	Estate Management Zone Jagdalpur	17	Estate Management Zone Sakti
9	Estate Management Zone Kondagaon	18	Estate Management Zone Dantewada

Chhattisgarh Housing Board (CGHB) invite proposals in the prescribed format, available on the official website www.cggb.gov.in or from the office of the Chief Account Officer at CGHB Head Office, Paryavas Bhawan, North Block, Sector-19, Nava Raipur Atal Nagar, District Raipur (C.G.).

Proposals are invited from **reputed and experienced Chartered Accountancy Firms registered in India**, possessing the requisite qualifications and professional experience as detailed under this document. The CGHB intends to select such firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board.

1.3 Scope of Services

The Selected Applicant will work in tandem with the existing department staff and shall be responsible for the following services:

A. Audit

1. Internal Audit

1. Internal Audit of books of accounts and ancillary records & submission of reports periodicity. Audit of head office, divisional & zonal offices to be conducted & reported on quarterly basis
2. Audit compliance report to be submitted on quarterly basis.
3. Pre-Audit of all Running Bills/MB and other bills as per the Board Policy/Circular (this will need to be conducted on an ongoing basis).
4. Review of statutory compliances and recommendation for further improvement in the process of statutory audit/compliances
5. Review provisions of accrued expenditure and income on a quarterly and annual basis.
6. Verification and checking of financial transactions from cash book / bank book and other ancillary records maintained by the audit units/ offices.
7. Review the records/system of bill payment to various contractors and also to review the compliance on them with terms of contract.
8. Review of Bank Reconciliation Statement on quarterly basis.
9. Review of income and expenditure statement on quarterly basis and reporting of losses if any
10. Review of outstanding balances in ledgers and creditors accounts and to verify with reconciliation ledger.
11. Review and checking of funds received under various projects and its utilization as per the terms and conditions.
12. Review of fixed assets register and system of physical verification.
13. Review the accounting and physical verification of statutory items and other inventories.
14. Review the system of purchase of fixed assets, consumables, stationary items of the office and verify the transactions of purchase with supporting records, quotations etc.
15. Review the record/systems of attendance, preparation of payroll, term and conditions of appointment letter for the staff of CGHB.
16. Recommendation of improvement of the existing system of accounting / internal control and data entry system from time to time.
17. Subsidy certification as and when required.
18. Identify issues and deficiencies in accounting and taxation system and provide suggestions to resolve the same.

2. RERA Certification

- Certification for RERA quarterly and Annual audit
- RERA online audit report updation.

Deliverables

1. Unit-wise quarterly Audit Report with detail observations for each quarter separately
2. Consolidated audit report for each period separately for all units combined with observation segregated into following parameters.
 - Fraud and corruption matters
 - Observation requiring immediate attention
 - Observation related to approvals/internal control system
 - Other matters
3. Recommendations to improve internal control/approval system
4. Pre-audit notes of bills for which pre-audit conducted. The pre-audit of the bills to be conducted as per the policy of the board and auditing standards.
5. RERA certification as given in the scope of work and RERA online updation of annual audit report.

Timelines of Deliverables

- i. Quarterly Audit report for Head Office within 45 days of the completion of the quarter
- ii. Quarterly Audit report for Zones / Divisions / Other Offices within 45 days of the completion of the quarter

Team

I. Onsite Team:

The Team shall consist of the following key personnel (the “Key Personnel”) and all the personnel shall be deployed at the office of CGHB in Head Office and at various zones and divisions and

The selected Applicant shall take approval of Curriculum Vitae of key personnel(s) from the Board before deployment.

S.N o.	Key Personnel	Qualification	Experience
1	Team Leader (1)	<ul style="list-style-type: none"> Chartered Accountant Knowledge of Audit, Internal Audit, Statutory Audit, Accounting, Taxation etc. 	<ul style="list-style-type: none"> Minimum 5 years of experience (Post attaining degree of CA from ICAI) in Audit Services Projects Furnish at least 5 assignments in audit within the format at Appendix– 12
2	Consultant -Audit (3)	<ul style="list-style-type: none"> Chartered Accountant/ bachelor's in commerce or equivalent 	<ul style="list-style-type: none"> Minimum 3 years of experience (Post attaining degree of CA from ICAI) in in internal audit. Experience in Accounts and taxation is preferable Furnish at least 3 assignments in audit within the format at Appendix– 12

Note:

1. Resume against the individual team member shall be submitted by the Applicant.
2. The consultant shall deploy resources throughout the engagement period as per the proposal submitted. In the circumstance of replacement, the firm shall provide substitution of the resource of equal or better qualification and experience with prior approval of the Board.

3. Instructions to Applicant

2.1 General Instructions

- 2.1.1 The Board invites Request for Proposal (RFP) for qualification of interested parties (the "Applicants") who fulfil the eligibility criteria given in section 3 and interested in participating for the Project.
- 2.1.2 Applicants are required to read the contents of this document carefully and to provide required information, as per the checklist, so that capabilities of the Applicants can be fully appreciated and assessed.
- 2.1.3 The Consultant shall not subcontract the work.
- 2.1.4 Consortium/JV is not allowed.
- 2.1.5 The Applicant for qualification shall be a single entity only.
- 2.1.6 The Applicant 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 CGHB or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the CGHB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
- 2.1.7 The CGHB 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 the RFP.
- 2.1.8 The issue of this RFP does not imply that the CGHB is bound to select an Applicant or to appoint the Successful Applicant and the CGHB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 2.1.9 The CGHB also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in the RFP.
- 2.1.10 All queries are to be given in writing to the Chief Account Officer or through email on or before the stipulated date.
- 2.1.11 An Applicant shall not have a conflict of interest that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Board shall forfeit and appropriate the Earnest Money Deposit (EMD), as mutually agreed genuine pre-estimated compensation and damages payable to the Board for, inter alia, the time, cost and effort of the Board, including consideration of such Applicant's proposal, without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise. Without limiting the generality of the above, an Applicant may be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - (i) A constituent of such Applicant is also a constituent of another Applicant; or

- (ii) Such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
- (iii) Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's" information about, or to influence the Bid of either or each other; or
- (iv) Such Applicant or any Associate thereof has participated as a consultant to the Board in the preparation of any documents, design or technical specifications of the Project.
- (v) In the event, if the Board issues two or more separate RFPs concurrently for Account Management work and any kind Auditing pertaining to financial matters, the applicants can apply only for any one of the proposals issued by the Board.
- (vi) In the event, the Applicant(s) apply for two or all the RFPs issued by the Board, same shall be considered as conflict of interest and all the proposals submitted by Applicant(s) shall be rejected.

2.2 Cost of Bid Document

- 2.2.1 The cost of RFP document shall be submitted in the form of Demand Draft of an amount equivalent to INR 5900/- including GST (Rupees Five Thousand Nine Hundreds) in favor of "Chief Account Officer, Chhattisgarh Housing Board payable at Raipur/ Nava Raipur Atal Nagar. The cost of RFP document is non-refundable.

2.3 Earnest Money Deposit

- 2.3.1 Proposal should necessarily be accompanied by EMD of an amount of INR 1,00,000/- (Rupees One lakh Only) in the form of DD in favor of " Chief Account Officer, Chhattisgarh Housing Board, of any scheduled bank, payable at Raipur/ Nava Raipur Atal Nagar, Chhattisgarh.
- 2.3.2 The EMD shall be valid for a period of six months from the Last date of receipt of RFP. EMD submitted by the Successful Applicant, if paid in the form of DD, shall be adjusted with performance security.
- 2.3.3 EMD of unsuccessful applicants shall be returned within 2 weeks of selection of the successful applicant and same shall be returned without paying any interest amount.
- 2.3.4 EMD shall be forfeited in the following cases:
- i. If any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
 - ii. If the successful Applicant fails to execute the Consultancy Agreement within the time stipulated in the Letter of Award or any extension thereof provided by CGHB.

2.4 Change in Proposal Due Date

- 2.4.1 The Board may, in its sole discretion, extend the Proposed Due Date by issuing a Corrigendum.
- 2.4.2 Bids received by the Board after the specified time on the Proposed Due Date shall not be eligible for consideration and shall be summarily rejected.

2.5 Amendment & Modification of RFP

- 2.5.1 At any time prior to the Last date of receipt of RFP, the Board may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum.
- 2.5.2 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Board may, in its sole discretion, extend the Proposed Due Date.
- 2.5.3 The Board can issue a Corrigendum for any extension of the Proposal Due Date and it should be published website only.

2.6 Queries

- 2.6.1 Applicants may send their queries to the Board in writing through email at E-mail ID - caocghb@gmail.com before the date as per clause. The subject shall be addressed as per Clause 2.6.2 clearly bears the following identification:
- 2.6.2 "Queries/Request for Additional Information concerning RFP – Selection of CA Firm for Interna Audit, Pre-audit of Chhattisgarh Housing Board (CGHB)
- 2.6.3 The Board shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be posted to all such queries on the portal.
- 2.6.4 The Board reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Board to respond to any question or to provide any clarification.

2.7 Clarifications

- 2.7.1 To facilitate evaluation of Bids, the Board may, at its sole discretion, seek clarifications from any Applicant regarding its Bid. Such clarification (s) shall be provided within the time specified by the Board for this purpose.
- 2.7.2 If Applicant does not provide clarifications sought under Sub-Clause (2.7.1) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Board may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Board.

2.8 Format and Signing of Proposal

- 2.8.1 The Applicant is required to provide all the information as per this RFP document. CGHB shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise of all the documents as prescribed in this RFP.

2.9 Submission of Bids

- 2.9.1 Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have

submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

2.9.2 The Bids should be submitted in two parts, i.e., the technical bid and the financial bid. For submission of bids, all interested bidders have to register online on <https://eproc.cgstate.gov.in/> portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online as per the instructions on <https://eproc.cgstate.gov.in/> duly signed and sealed on each page of bid documents.

2.9.3 The submission shall be physically (hard Copy) as well as online. The hard Copy Proposal shall be submitted by the Bidder with Two sealed envelope and shall contain the Documents as follows.

A. Envelope A:-

- i. EMD in the form of DD/BG drawn in the favor of Chief Account Officer, CGHB, Paryavas Bhawan, North Block, Sector 19, Nava Raipur Atal Nagar – 492002\
- ii. Cost of Bid Document/Bid Fee in the form of DD
- iii. Signed Integrity Pact as per Appendix 14

B. Envelope B:-

- i. Technical proposal - Qualification Information as per Formats given below.
- ii. Any other information required for completing and submitting the Bid by Bidders in accordance with these Instructions.
- iii. Pre Contract Integrity Pact Duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)

All envelopes shall be addressed to:

The Chief Accounts officer,

Chhattisgarh Housing Board

Paryavas Bhawan, North Block, Sector 19, Nava Raipur Atal Nagar - 492002, Chhattisgarh Tel. No. 0771-2211020

E-mail: - caocghb@gmail.com

Online Submission of Financial Proposal

The Financial Quote shall be done online only as per the specified format. No information of the financial quote shall be mentioned in the Technical Bid (Envelope A or B). Any such information shall lead to bid rejection.

2.9.4 If the envelope is not sealed and addressed as instructed above, CGHB assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of CGHB, be rejected.

2.9.5 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

2.9.6 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

2.9.7 Made a complete and careful examination of terms and conditions / requirements, and other

information as set forth in this RFP document

- 2.9.8 Received all such relevant information as it has requested from CGHB; and
- 2.9.9 Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 2.9.10 CGHB shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

2.10 Validity of Bids or Tender

- 2.10.1 The Bid or Tender shall remain valid for a period of 120 days. Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 2.10.2 In case the Bidder withdraws, modifies or change his offer during the validity period, bid is liable to be rejected, and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original RFP.

2.11 Opening and Evaluation of Bids

- 2.11.1 The Authority shall open the Qualification Bids as per the schedule and the Date mentioned in Data Sheet, at the place specified in the presence of the Bidders who choose to attend.
- 2.11.2 Applications for which a notice of withdrawal has been submitted shall not be opened.
- 2.11.3 The Authority will subsequently examine and evaluate Qualification Bids in accordance with the provisions set out in Section 3.
- 2.11.4 Bidders are advised that qualification of Bidders will be entirely at discretion of Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.11.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, but shall be binding against the Bidder if the work is subsequently awarded to it on the basis of such information.
- 2.11.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.11.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for evaluating the Technical and Financial Capacity of the Bidder.
- 2.11.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for evaluating the Technical and Financial Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the bid.
- 2.11.9 The Bidders who meet the eligibility criteria set forth in Clauses 3.3 and 3.4 will be shortlisted and eligible for opening the Financial Proposal.
- 2.11.10 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.12 Cancellation of Bidding Process and Rejection of Bids

- 2.12.1 The Board reserves the right to cancel the Bidding Process and accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Board to accept any Bid or to give any reasons for their decision.
- 2.12.2 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.13 Performance Security

- 2.13.1 A Performance Security equivalent to 10% of the total Annual Fee quoted by the Successful Applicant and the same shall be paid by the Selected Applicant in the form of
- i. DD in favor of Chief Account Officer, Chhattisgarh Housing Board, of any nationalized /scheduled bank, payable at Raipur/Nava Raipur Atal Nagar OR
 - ii. A Bank Guarantee as per Appendix 6.
- 2.13.2 The same shall be returned within 60 days after the end of the contract, without any interest and after deducting penalties, if any. It shall be paid by the Successful Applicant during the time of Signing of Contract.

2.14 Sales of RFP Document

- 2.14.1 Interested parties may download the RFP documents from the website <https://eproc.cgstate.gov.in>. This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements.
- 2.14.2 The document can also be downloaded from the official website of the Board.

4. Eligibility Criteria and Evaluation process

3.1 Opening and Evaluation of Bids

- 3.1.1 CGHB reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document
- 3.1.2 To facilitate evaluation of Proposals, CGHB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal

3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Bids, the Board shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a. It is received as per format as per various Appendix
 - b. It is accompanied by EMD as prescribed
 - c. It is accompanied by the payment proof for cost of bid document as prescribed
 - d. It is received by the Proposal Due Date including any extension thereof
 - e. It is accompanied by the Power(s) of Attorney as specified in Appendix
 - f. It contains all the information (complete in all respects) as requested in this RFP
 - g. It contains information in formats the same as those specified in this RFP
 - h. It does not contain any condition and
 - i. It is not non-responsive in terms hereof
- 3.2.2 The Board reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Board in respect of such Bid
- 3.2.3 The Applicant's competence and capability is proposed to be established by the following parameters:
 - a. Technical Experience of Applicant and
 - b. Financial Capability in terms of Turnover (the "Turnover")
- 3.2.4 On each of these parameters, the Applicants would be required to meet the eligible criteria as detailed in this Section. The evaluation shall be carried out for both the above-mentioned parameters. Only those Applicant(s) scoring $\geq 70\%$ marks in technical evaluation will be short listed for opening of Financial Proposal.

3.3 Minimum Eligibility Criteria

Firms must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. To be eligible for evaluation of its Proposal, the CA Firm shall fulfill the following "Minimum Eligibility Criteria":

- 3.3.1 The Applicant must be a single entity (any kind of consortium is not allowed), and Partnership Firm incorporated & registered in India under Partnership Act 1932 or Limited Liability Partnership Act 2008.
- 3.3.2 The CA Firms should be in Practice for a period of at least 10 (Ten) years or more from Proposal Due Date (PDD) in India. In support the bidder should submit constitution/incorporation certificate and / or Firms card downloaded from the web portal of Institute of Chartered Accountants of India.
- 3.3.3 The Applicant must be empaneled with C&AG for last 5 years. In support the bidder should submit the C&AG empanelment letter.

- 3.3.4 Any entity which has been debarred/blacklisted by any Govt. Department/Agency from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
- 3.3.5 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant. An undertaking to this effect shall have to be submitted in the prescribed format.
- 3.3.6 The Bidder CA firm should have five full-time partners. Part time partner would not be considered. Out of these five (5) full times partner, 1 (one) partner should be DISA/CISA and at least three (3) partners as Fellow Member of CA (FCA). In support the bidder should submit the ICAI Constitution certificate for the position on PDD.

3.3.7 Technical Experience

- iii. The Applicant should have satisfactorily completed Concurrent, Internal Audit and Pre-Audit assignments of ULBS/Development Authorities/Municipal Corporations or State/Central Government or their undertakings within last 10 years preceding the PDD
- iv. It must have executed at least 01 (One) similar assignment with fees of at least INR 24,00,000/- (Twenty-Four Lakhs)

OR

It must have executed at least 02 (Two) similar assignment with fees of at least INR 15,00,000/- (Fifteen Lakhs) per assignment.

OR

It must have executed at least 03 (Three) similar assignments with fees of at least INR 12,00,000/- (Twelve Lakhs) per assignment.

3.3.8 Financial Capacity

- a. The Applicant should have a minimum Average Annual turnover of INR 2.00 (Two) crore from services in India in of the last Three financial years (2022-23, 2023-24, 2024-25.). Such turnover should be exclusive of GST. In support the bidder should submit certificate from its statutory auditor, along with the Bid.

3.4 Evaluation Criteria

- 3.4.1 Only those Applicants who meet the eligibility criteria specified in Clauses 3.3.1 to 3.3.8 above shall qualify for evaluation under this Section 3.4. Bids of firms, who do not meet these criteria, shall be rejected.
- 3.4.2 The evaluation of technical proposals shall be based on the following parameters:

S. No	Parameter	Criteria	Max Marks	Documentary evidence to be attached with the Technical Bid
1.	Number of years of Applicant's Experience.	<ul style="list-style-type: none"> 10 Years - 10 Marks >10-15 years – 15 Marks > 15 years – 1 Marks for each additional year 	20	Latest Firm Constitution Certificate as on PDD
2	Number of similar assignments of central/state government departments/ PSUs/Boards/ULBs for Concurrent /Internal/Pre-Audit with fees of at least INR 5 Lakhs for each assignment in the last 10 years from PDD.	<ul style="list-style-type: none"> 3 Assignment- 10 Marks 3-6 Assignments – 15 marks More than 6 assignments - 1 mark for each additional assignment 	20	Work Orders/ Agreements issued by the Department/ Companies in which fees are specifically mentioned
3	Number of assignments of central/state government departments/PSUs/Boards /ULBs in respect of RERA certification works	<ul style="list-style-type: none"> 3 Assignment- 5 Marks More than 3 assignments- 10 marks 	10	Work Orders/ Agreements/Completion certificate issued.
4	Number of Partners in the Firm	<ul style="list-style-type: none"> Upto 5 Partners - 3 Marks >5 Partners –5 Marks 	5	ICAI Constitution certificate as on PDD
5	Number of similar assignments by team leader in proposed team	<ul style="list-style-type: none"> Upto 5 assignments – 5 Marks 5-8 Assignments 8 Marks > 8 Assignments -10 marks 	10	CV in Prescribed Format
6	Average Annual Turnover of the firm for last three financial year's i.e 2021-22, 2022-23, 2023-24.)	<ul style="list-style-type: none"> 2 Crore-1.5 Crore 10 Marks > 2 to 3 Crores - 50 Marks > 3 Crores - 20 Marks 	20	Turnover Certificate duly signed by CA and Audited Financial Statements
7	Head Office/Branch Office in Chhattisgarh	<ul style="list-style-type: none"> Branch office – 5 Marks Head office – 10 Marks 	10	Incorporation/Registration Certificate
8	Partner of the Firm Disa/CISA qualified	<ul style="list-style-type: none"> 1- 3 Marks >1– 5 Marks 	5	ICAI Certificate

S. No	Parameter	Criteria	Max Marks	Documentary evidence to be attached with the Technical Bid
Total			100	

Note:

1. Applicant(s) scoring $\geq 70\%$ marks will be short listed for opening of Financial Proposal.

2. Applicants have to provide separate credentials against the scoring criteria.

- i. The Applicants must provide the necessary information relating to Applicant Information as per Appendix-8 and Technical Experience as per format at Appendix 10.
- ii. The Bid must be accompanied by the Audited Annual Reports of the Applicant for financial years FY 2022-23, FY 2023-24, FY 2024-25. If a financial statement of FY 2024-25 is not available, the applicant may submit financial statement of FY 2021-22 instead of that.
- iii. The Applicant must establish a minimum Turnover specified in Clause 3.3.8 and provide details as per format at Appendix 11.

3.5 Short-Listing of Applicants

- 3.5.1 The Applicants shall be shortlisted on the basis of eligibility criteria specified in clause 3.3 and Technical Experience Evaluation Criteria specified in clause 3.4. Only those Applicants with a technical experience score of ≥ 70 shall be shortlisted for financial evaluation.
- 3.5.2 The Bidders who are shortlisted as per Clause will be informed about the opening date of the Financial Proposal in writing and the Financial Proposal shall be opened in the presence of the shortlisted Bidders who choose to attend.

3.6 Opening of Financial proposal

- 3.6.1 In the Bid Stage, Financial proposals would be opened only for those Applicants who have been shortlisted as per Clause 3.5.1
- 3.6.2 QCBS (Quality cum Cost Based Selection) method shall be adopted for selection. Applicant with the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration.
- 3.6.3 The formula for determining the technical score is as follows: $St = T$, in which St is the technical score of the proposal under consideration.
- 3.6.4 Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Wt = the weight given to the Technical Proposal; Wf = the weight given to the Financial Proposal; $Wt + Wf = 1$) indicated below. The combined score (S) will be calculated as follows:
 $S = St \times Wt + Sf \times Wf$. The highest combined score would be declared as selected bidder.

Whereas;

St- Technical score

Sf- Financial Score

Wt- Weightage to technical score

Wf- Weightage to financial score

S – Combined score

3.6.5 The weights given to the Technical and Financial Proposals are: Wt = 60%; Wf = 40%

3.6.6 Financial proposal is required to be furnished in the format at Appendix 13 clearly indicating price bid both figures and words and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the price bid indicated in words shall be taken into account.

3.6.7 In the event that two or more Applicants score equal marks (the "Tie Applicants"), the Board shall identify the Selected Applicant with higher financial score. If the tie still persists, the selection shall be determined by random draw of lots between the Tie Applicants.

3.6.8 After selection, a Letter of Award (the "LOA"), shall be issued, in duplicate, by the Board to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Board may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Applicant as mutually agreed.

3.7 Term

3.7.1 The Project shall be awarded initially for a period of 24 months and can be further extended for 12 months subject to the Performance of Selected Applicant and on mutually agreed terms at the sole discretion of the Board.

3.7.2 No escalation would be considered for the second financial year and the fees quoted by selected bidder for financial year 2025-26 would remain same for the financial year 2026-2027.

3.8 Payment Conditions

3.8.1 The Applicant shall quote the Annual Professional Fee as per Appendix-13 and the same shall include all out-of-pocket expenses but will be exclusive of GST.

3.8.2 Payment of fees for the services provided by Selected Applicant shall be made on monthly basis. By the 10th day of each month the Selected Applicant shall raise the invoice for the monthly fee for the previous month. The Selected Applicant shall maintain monthly attendance logbook and the same should be submitted to the Board along with monthly invoice. Payment of fees will be made after checking attendance logbook and on satisfactory performance of the Selected Applicant. The first monthly fees shall be due & be paid one month after the actual deployment of the staff at Nava Raipur Atal Nagar. The fees shall be inclusive of all out-of-pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the selected Applicant towards local travel, documentation and communication.

3.8.3 The services may commence soon after the appointment. The GST, as applicable, shall be paid extra. The taxes shall be deducted at source as per applicable law.

Appendix 1- Checklist for Submission of RFP

S. No.	Enclosures to the RFP	Status (Submitted/ Not Submitted)	Comments, if any
1	Envelop A& B – All put it in outer Envelope.		
Envelope A1			
2	Document/Bid fee INR 5900 (including GST) - in the form of Bank Draft payable to Chief Account Officer, Chhattisgarh Housing Board payable at Raipur		
3	EMD INR 1,00,00 (including GST) - in the form of Demand Draft payable Chief Account Officer, Chhattisgarh Housing Board payable at Raipur		
Envelope A2			
4	Checklist for submission of RFP (Appendix – 1)		
5	Letter comprising the bid (Appendix – 2)		
6	Declaration (Appendix – 3 & 4)		
7	EMD in the prescribed format		
8	Details of Applicant (Appendix – 7)		
9	Applicant Information (Appendix-8)		
10	Power of Attorney for signing prescribed format (Appendix – 9) of Bid		
11	Certified copy of Certificate of Incorporation/Partnership Deed		
12	Applicants' duly audited balance sheet and profit and loss account for the preceding three years; 2022-23, 2023-24, 2024-25. (If audited balance sheet for FY 2024-25 is not available, applicant may submit the balance sheet of FY 2021-22)		
13	A copy of complete bid document & addendum if any along with Draft Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		
14	A self-certification from authorized signatory that the applicant has not been blacklisted		
15	Technical Experience (Appendix – 10) with supporting documents		
16	Financial capacity (Appendix – 11) with supporting documents		
17	Curriculum Vitae (Appendix – 12)		
18	Any other information as required in RFP		
Envelope B			
17	Financial Proposal (Appendix – 13) to be submitted online		

Appendix 2- Format for Covering Letter

Date

To,

Chief Account officer

Chhattisgarh Housing Board (CGHB), Paryavas Bhawan, North Block, Sector-19, Nava Raipur
Atal Nagar - 492002 (C.G.)

Sub: Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board (CGHB)

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant for account management of CGHB.
4. I/ We shall make available to the Board any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Board to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have 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 the Board.
 - b. I/ We do not have any conflict of interest in accordance with the RFP document.
 - c. I/ We have not directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Board or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with this RFP, 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. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Applicants to Bid for the Work, without incurring any liability to the Applicants, in accordance with the RFP document.
9. I/ We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ are/ is not a member of any other firm submitting a Bid against this

RFP.

11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory Board is pending either against us or against our Associates or against our Partners.
14. I/ 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 the Board of the same immediately.
15. In the event of my/ our being declared as the Selected Applicant, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Board or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Bid is not opened.
18. The power of attorney for signing Bid is as per format provided in the RFP enclosed.
I/ We hereby confirm that we are in compliance of/ shall comply with the requirements of **Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board (CGHB)**
19. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We agree and undertake to be liable for all the obligations of the Agreement.
21. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the Authorised signatory)

Date:

Place:

Appendix 3-Instructions – Downloading the RFP Document from Website

The Applicant, who has downloaded the RFPs from the web, should read the following important instructions carefully before actually quoting the rates and submitting the RFP documents: -

1. The Applicant should see carefully and ensure that the complete RFP document as per the index given.
2. The printout of RFP document should be taken on A4 paper only and the printer settings etc. are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The Applicant should ensure that no page in the downloaded RFP document is missing.
4. The Applicant should ensure that all pages in the downloaded RFP document are legible and clear and are printed on a good quality paper.
5. The Applicant should ensure that every page of the downloaded RFP document is signed by Applicant (Authorized Signatory).
6. The Applicant should ensure that the downloaded RFP document is properly spiral bound, numbered and sealed before submitting the same.
7. The Applicant shall furnish a declaration to this effect that no addition/deletion/ corrections have been made in the RFP document submitted and it is identical to the RFP document appearing on Web site.
8. The Applicant should read carefully and sign the declaration given on the next page before submitting the RFP.
9. The cost of RFP should be submitted along with the EMD as detailed in RFP.

Chief Account officer
CGHB

Appendix 4- Declaration

(To be given by the Applicant who has downloaded the RFP from the Website)

It is to certify that:

1. I / We have submitted the RFPs in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I / We have submitted RFP documents which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions etc. in the RFP documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of RFP document submitted by us are clear and legible.
5. I / We have signed (Authorized Signatory) all the pages of the RFP document before submitting the same.
6. I / We have sealed the RFP documents by Wax /Adhesive tape properly before submitting the same.
7. I / We have submitted the cost of RFP along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to all Applicants who have downloaded the RFPs from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, CGHB shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, the Proposal / work will be cancelled, and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. CGHB will not pay any damages to me / us on this account.

Date

Address

Phone No

Applicant

Appendix 5 - Deleted

Appendix 6 - Form of Performance Security (Bank Guarantee)

To,
CHIEF ACCOUNT OFFICER
CHHATTISGARH HOUSING BOARD (CGHB))Paryavas Bhawan, North Block,
Sector-19, Nava Raipur Atal Nagar – Chhattisgarh
WHEREAS _ [Name and address of the Law Firm] (hereinafter called "the Firm") has undertaken, in pursuance of RFP no. to provide the services on terms and conditions set forth in the Draft Contract under above mentioned Request for Proposal document for "RFP for **Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board (CGHB)**".

AND WHEREAS it has been stipulated by you in the said Contract/RFP that the Firm shall furnish you with a Bank Guarantee by a Scheduled Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract/RFP.

AND WHEREAS we _____ (Name and address of

the bank) have agreed to give the firm such a bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the

Firm up to a total of _____[amount of Guarantee]

_____ [in words], such sum being payable in Indian Rupees, and we undertake to pay you such amount in favour of COMMISSIONR, CGHB, through our branch operable atRaipur at _____(provide the address of the branch at Raipur) and ifinvoked, be encashable at _____(address and code no. of branch atRaipur) of _____ bank, upon your first written claim or demand, andwithout cavil or argument, any sum or sums within the limits of

_____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitutionof the Firm or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted toINR _____ (Rupees _____ in words) and theguarantee shall remain valid till _____that is until _____ days from

the _____ date of Signing of this Agreement (letter no _
_____dated

_____) issued to the Firm, Unless a claim or a demand or a request

for extension
in writing is made upon us on or before _____ [date]
before

_____ [Indian standard time] all our liability under this
guarantee shall cease to be in effect in all respects whether or not the original bank guarantee
is returned to us.

This guarantee shall be extended/renewed, before the expiry of this Bank Guaranty, if
required, for a period up to 3 months from the date of completion of assignment by the Firm.

This Bank Guaranty no. _____ dated _____ shall be operative
at Raipur and if invoked, be encashable at the _____ --
[name of the bank and its branch at Raipur], branch code no. _____

Signature and Seal of the Guarantor _____

Name and Designation _____

Name and Seal of the Bank _____

Address _____

Date _____

In presence of

1. _____ (Name, Signature & Occupation)

2. _____ (Name, Signature & Occupation)

Appendix 7 - Details of Applicant

Applicant Details

S. No.	Particulars	Details
1.	Name of the Firm (in Capital Letters)	
2.	Constitution of Firm	
3.	Address of the Head Office (incl. Tel Phone)	
4.	Address of the Office in Chhattisgarh (incl. Tel Phone)	
4.	PAN of the Firm	
5.	GST No.	
6.	ICAI Registration No.	
7.	Date of constitution of the Firm	
8.	Number of Full time Partners as on PDD	
9.	Number of full time CA/CMA Employee as on PDD	
10.	Number of Staff employed fulltime with Firm as a. Article/Clerks b. Other Staff	
11.	Number of Branches	
12.	Whether the Firm has experience in any concurrent/internal audit, pre-audit or any other services for any Govt. agency/ Companies/Corporations etc.	
13.	Whether there any court cases/arbitration/any other legal case against the Firm (If yes, please provide details in separate annexure)	
14.	Contact Person(Mobile No: Email address:)	

Signature of Applicant (Authorized Signatory)

Appendix 8- Applicant Information

i. Latest Details of Full time Partners of the Firm

S.No	Name of Partners	Membership No.	FCA/ACA	Date of joining the Firm (Full Time)	Date of becoming FCA

ii. Latest Details of Full time Employees of the Firm

S. No	Name	Qualification	Date of Joining as Employee

Name of the Applicant

Signature of the Applicant

Appendix 9 - Power of Attorney for Signing of Bid

(On a Non-Judicial Stamp Paper of INR 100 duly attested by notary public)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of **"RFP for Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board (CGHB)"**

” as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 bid for the proposed or being developed Chhattisgarh Housing Board (the “Board”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Applicants’ and other conferences and providing information / responses to the Board, representing us in all matters before the Board, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Board in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Board.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 _____, 20**.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized) (Accepted) (Signature)

(Name, Title and Address of the Attorney)

Appendix 10 - Format for Technical Experience

Sl. No.	Name of the Assignment	Brief of the Service provided	Name of the Client	Whether the client was a Government undertaking/PSU/Companies/ULB/Municipal Corporation/Development Board	Professional Fee Charged (INR)	Year of Assignment
1						
2						
3						

Note:

1. For above experience, the CA Firm must submit a copy of the Work orders/Agreements from the client.
2. The above Experience shall not be considered for evaluation if Work orders/ Agreements from client detailing the name of assignment, nature of work and date of start of service and/or Professional Fee is not furnished by the Applicant.
3. Professional fees of the assignments shall not be considered for evaluation if this certificate is not signed and stamped by the Statutory Auditor/CA.
4. The renewal/ extension of any ongoing assignment shall not be considered as a separate assignment
5. The reappointment of any assignment shall be considered as a new assignment. The Applicant shall furnish separate Work Order/ Agreement for each such reappointment. This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature and Seal of Chartered Accountant/Statutory Auditor

Appendix 11- Financial Capacity of the Applicant

Name of Applicant

Average Annual turnover:

S. No.	Year	Turnover (INR Cr)
1	FY 2022-23	
2	FY 2023-24	
3	FY 2024-25	
Average Annual Turnover for the past 3 Financial Years (FY 2022-23 2023-24, 2024-25)		

Signature of the
Authorized Signatory
of the firm

This is to certify that the above information of M/s _____ has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature and Seal of Chartered Accountant/Statutory
Auditor

Note: The Applicant shall submit Audited Annual Accounts in support of the financial data.

Appendix 12- Curriculum Vitae

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
Name of Institution		Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
Language		Reading	Speaking	Writing
10.	Employment Record:			
FROM:		TO :		
EMPLOYER				
POSITION/S HELD				
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Main project features:			
	Position/s held:			
	Activities Performed:			
12.	Certification			
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Date:			
	Full name of authorized representative:			

Assignments should be related to Internal/Concurrent and Pre-audit only
 "Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned" should be provided individually for all assignments mentioned

Appendix 13 - Format for Financial Proposal

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Applicant]

.....
.....
.....

To

CHIEF ACCOUNT OFFICER

CHHATTISGARH HOUSING BOARD Paryavas Bhawan, North Block, Sector-19, Nava Raipur
Atal Nagar 492 002, Chhattisgarh

Sub: " **RFP for Selection of CA Firm for Internal Audit, Pre-Audit and RERA Audit of Chhattisgarh Housing Board (CGHB)**"

Dear Sir,

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote the following Yearly Professional Fees equal to or more than the Minimum Annual Fee (EAF) for providing for providing professional services as mentioned in scope of services in this RFP.

Estimated Annual Fee (EAF) (Per Annum)	Annual Fee Amount to be quoted by the Applicant (In numbers)	Annual Fee Amount to be quoted by the Applicant (in words)
Rs. 30.00 Lakh (Rs. Thirty Lakhs only)		

Note:

1. The Financial Proposal is inclusive of all out-of-pocket expenses to be incurred towards travel, documentation and communication.
2. The Financial Proposal shall not include GST. GST shall be paid extra.
3. In case of difference in amount quoted in figures and words, the amount mentioned in words shall be considered for evaluation.
4. The Financial Proposal (Professional Fee quoted by the Applicant) shall be equal or more than the EAF, any Financial Proposal below the MAF shall be summarily rejected.
5. In the event of absence, fees will be deducted accordingly

Name of the Applicant
Signature of the Applicant

Appendix 14 - Pre-Contract Integrity Pact

1. GENERAL

a. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on

..... day of the month..... 2025, between, the acting through Shri..... (Designation of the officer, CGHB) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Work / Service) and M/s represented by Shri (hereinafter called the "BIDDER/ Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

b. WHEREAS the BIDDER is a Private Company/Public Company/ Partnership/Proprietor constituted in accordance with the relevant law in the matter and the BUYER is a Government Agency, performing its function on behalf of the

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:

2.1 Enabling the BUYER to obtain the desired Stores / Equipment / Work / Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular

BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with the Government.
- c. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- d. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

e. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.

f. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

g. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

h. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

i. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

b. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY / SECURITY DEPOSIT

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

i. Bank Draft or a Pay Order in favour of

ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the (BUYER) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

iii. Any other mode or through any other instrument (to be specified in the RFP).

6.2 The Security Deposit shall be valid up to a period of three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of selected BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall

be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of thefor a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm,

the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

xi. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Service Provider with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of the BUYER and the BIDDER / Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at on
.....

BUYER

BIDDER

Name of the Officer/ Commissioner

Draft Agreement

This Agreement (the "Agreement") is made at Nava Raipur Atal Nagar (Chhattisgarh) on this

_____ day on _____.

BY AND BETWEEN:

CHHATTISGARH HOSUING BORAD (CGHB), a body constituted under the Chhattisgarh Housing Board Act 1972. having its Head Office at Paryavas Bhawan, North Block, Sec-19, Nava Raipur Atal Nagar (hereinafter referred to as "CGHB" which expression shall, unless repugnant to the context or meaning thereof, include it's administrators and assigns) of the First Part

AND

_____, a firm constituted under the provisions of the _____ and having its registered office at _____, (hereinafter referred to as the "Firm" or "CA Firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

CGHB and Firm are collectively referred to as "Parties" and individually as "Party".

General Condition of Contract

1. General

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them

- a) "Board" means CGHB means Chhattisgarh Housing Board
- b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time
- c) "Agreement" means this Agreement, together with all the Annexure
- d) "Confidential Information" shall have the meaning set forth in Clause 3.3
- e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement
- f) "Dispute" shall have the meaning set forth in Clause 11.2

- g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1
- h) "Firm" means CA Firm appointed by CGHB;
- i) "Government" means the Government of Chhattisgarh; or Govt. of India as the case may be.
- j) Deleted
- k) "Personnel" means hired by the CA Firm as employees and assigned to the performance of the Services or any part thereof
- l) "Party" means the Board or the CA Firm, as the case may be, and Parties means both of them
- m) "Services" means the work to be performed by the CA Firm pursuant to this Agreement, as described in the Terms of Reference hereto
- n) "RFP" means the Request for Proposal document in response to which the CA Firm's proposal for providing Services was accepted
- o) "Third Party" means any person or entity other than the Government, the Board, and the CA Firm.
- p) QCBS means Quality cum Cost Based Selection
- q) ToR means Terms of Reference

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

- 1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:
- a. Agreement
 - b. Annexure of Agreement if any
 - c. RFP; and
 - d. Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Board and the CA Firm. The CA Firm shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3. Rights and obligations

The mutual rights and obligations of the Board and the Firm shall be as set forth in the Agreement; in particular:

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

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Chhattisgarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

The jurisdiction of High Courts of Chhattisgarh will be applicable for all the matters arising out of or relating to this Agreement.

1.5. 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.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. 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:

- a. In the case of the Firm, a notice be given by facsimile or by letter delivered by hand to the address given and marked for attention of the Firm's Representative set out below in Clause 1.9 or to such other person as the Firm may from time to time designate by notice to the Board; provided that notices or other communications to be given to an address outside **[name of the place where the CA Firm has its registered office]** may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, by air mail or by courier, be sent by facsimile, firm may from time to time designate by notice to the Board;
- b. In the case of the Board, be given a notice by facsimile or by letter delivered by hand and be addressed to the Board with a copy delivered to the Board Representative set out below in Clause 1.9 or to such other person as the Board may from time to time designate by notice to the firm ; provided that if the firm does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, by air mail or by courier; and
- c. 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.

1.8. Location

The Services shall be performed by the firm in accordance with the provisions of RFP and at such locations as decided by the Board time to time, including the offices of the firm

1.9. Authorized representatives

- 1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Board or the firm, as the case may be, taken or executed by the officials specified in this Clause 1.9.

For Board:	
Designation	Chief Account Officer
Address	Chhattisgarh Housing Board Paryavas Bhawan, North Block Sector-19, Nava Raipur Atal Nagar 492 002, Chhattisgarh

Phone	Tel. No. 0771-2211020
Website:	www.cghb.gov.in
E-Mail Address:	caocghb@gmail.com

For Firm/CA Firm:	
Designation	
Address	
Phone	
Website:	
E-Mail Address:	

1.9.2. The Board may, from time to time, designate one of its officials as the Board Representative. Unless otherwise notified, the Board Representative shall be same as per Clause 1.9.1.

1.10. Taxes and duties

Unless otherwise specified in the Agreement, the firm shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Board shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination of Agreement

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement i.e. with 15 days of issuance of LOA (the "Effective Date").

2.2. Commencement of Services

The firm shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the firm does not commence the Services within the period specified in Clause 2.2 above, the Board may terminate the agreement by issuing not less than 2 (two) weeks' notice to the firm and declare this Agreement to be null and void.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5. Entire Agreement

- i. This Agreement and the Annexure 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 firm arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

- ii. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

- b. Modification of Agreement

- i. Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
- ii. However, modification in the Terms of Services may be made by CGHB at any stage by giving 30 days prior notice to the firm.

- c. Force Majeure

- i. 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, 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 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.

- ii. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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.

- iii. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 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.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- iv. **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.
- v. **Consultation**
Not later than 30 (thirty) days after the firm 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.
- d. **Suspension of Agreement**
The Board may, by written notice of suspension to the firm, suspend all payments to the firm hereunder if the firm 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 (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the firm to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the firm of such notice of suspension.
- e. **Termination of Agreement**
 - i. **By the Board**
The COMMISSIONER, CGHB may, by not less than 30 (thirty) days' written notice of termination to the firm, such notice to be given after the occurrence of any of the events specified in this Clause 2.10.1, terminate this Agreement if:
 - a. the firm 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 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Board may have subsequently granted in writing; the firm 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;
 - b. the firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof.
 - c. the firm submits to the Board a statement which has a material effect on the rights, obligations or interests of the Board and which the firm knows to be false;
 - d. any document, information, data or statement submitted by the firm in its Proposals, based on which the proposed client was considered eligible or successful, is found to be false, incorrect or misleading;
 - e. The firm fails to perform the obligation under this agreement to the satisfaction of the Board;
 - f. as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - g. The Board, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
 - ii. **By the Firm**
The Firm may, by not less than 90 (Ninety) days' written notice to the Board, such notice to

be given after the occurrence of any of the events specified in this Clause 2.10.2, terminate this Agreement if:

- a. the Board fails to pay any money due to the Firm pursuant to this Agreement and not subject to dispute pursuant to Clause 11 hereof within 45 (forty-five) days after receiving written notice from the firm that such payment is overdue;
 - b. the Board is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently granted in writing) following the receipt by the Board of the Firm's notice specifying such breach;
 - c. as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - d. The Board fails to comply with any final decision reached as a result of arbitration pursuant to Clause 11 hereof.
- iii. Cessation of rights and obligations Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Firm's obligation to permit inspection, copying and auditing of its accounts and records, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

f. **Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.10.1 or 2.10.2 hereof, the firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Board, the Firm shall proceed as provided respectively by Clauses 3.7 or 3.8 hereof.

i. **Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.10.1 or 2.10.2 hereof, the Board shall make the following payments to the Firm (after offsetting against these payments any amount that may be due from the Firm to the Board):

- i. Monthly Fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and

ii. **Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.10.1 or in Clause 2.10.2 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 11 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Firm

3.1.1. Standards of Performance

The Firm 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 Firm shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Board, and shall at all times support and safeguard the Board's legitimate interests in any dealings with Sub- Agent or Third Parties.

3.1.1. Terms of Reference

The Terms of Services to be performed by the Firm are specified in the Terms of Services (the "TOR") in the RFP Document.

3.1.2. Applicable Laws

The Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel of the Firm, comply with the Applicable Laws.

3.2 Conflict of Interest

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

3.2.2 Prohibition of conflicting activities

The Firm or the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3 The Firm and its Personnel shall observe the highest standards of ethics and have not 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 Board shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the CA Firm, if it determines that the Firm has, directly or indirectly, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Board shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the Board towards, inter alia, time,

cost and effort of the Board, without prejudice to the Board's any other rights or remedy hereunder or in law.

3.2.4 Without prejudice to the rights of the Board under Clause 3.2.3 above and the other rights and remedies which the Board may have under this Agreement, if the Firm is found by the Board to have directly or indirectly, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Firm shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the CA Firm is found by the Board to have directly or indirectly, engaged or indulged in any Prohibited Practices.

3.2.5 For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Board who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters

concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Board, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Board 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 Selection 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 Selection Process or the exercise of its rights or performance of its obligations by the Board under this Agreement;
- d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Firm, its Personnel shall not, either during the term or within two years after the

expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Board to the Firm, its Personnel; any information provided by or relating to the Board, its technology, technical processes, business affairs or finances or any information relating to the Board's employees, officers or Other professionals or suppliers, customers, or contractors of the Board; and any other information which the Firm is under an obligation to keep confidential in relation to the Project, the Services or This Agreement ("Confidential Information"), without the prior written consent of the Board. Notwithstanding the aforesaid, the Firm, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Personnel of the Firm or becomes a part of the public knowledge from a source other than the Firm;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the CA Firm, its Personnel shall give the Board, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- iv. is provided to the professional advisers, agents, auditors or representatives of the Firm or Personnel, as is reasonable under the circumstances; provided, however, that the Firm or its Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Firm

3.4.1 The Firm liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Firm liability towards the Board

The Firm shall, subject to the limitation specified in Clause 3.4.3, be liable to the Board for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Firm or on the part of any person or firm acting on behalf of the Firm in carrying out the Services, the Firm, with respect to damages caused to the Board's property, shall not be liable to the Board"

- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds (a) the annual Fee set forth in Financial Proposal submitted by the successful applicant (second Part) or (b) the proceeds the second part may be entitled from any insurance maintained by the Firm to cover such a liability, whichever of (a) or (b) is higher.

3.5 Reporting obligations

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

3.6 Documents prepared by the Firm to be property of the Board

- 3.6.1** All plans, specifications, reports and other documents prepared by the CA Firm in performing the Services shall become and remain the property of the Board, and the Firm shall, not later than termination or expiration of this Agreement, deliver all such documents to the Board, together with a detailed inventory thereof. The Firm may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

4. Duration of Agreement

The duration of this Agreement shall be initially for 24 Months (Twenty Four Months) effective from

_____ and will continue till _____ which may be extended further for 12 Months based on satisfactory performance of the Firm.

No escalation would be considered for the second and third financial year and the fees quoted by selected bidder for financial year 2025-26 would remain same for financial year 2026-2027.

5. Obligations of the Board

- 5.1** 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

5.2 Payment

In consideration of the Services performed by the Firm under this Agreement, the Board shall make to the Firm such payments and in such manner as is provided in Clause 6 of this Agreement. The payment shall be made in Indian Rupees.

5.3 Access to land and property

The Board warrants that the firm shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services.

6. Payment Schedule of the Firm

- 6.1.** Payment of fees for the services provided by CA Firm shall be made on monthly basis. By 10th day of each month the CA Firm shall raise invoice for the monthly fee for the previous month. The CA Firm shall maintain monthly attendance logbook and same should be submitted to Board along with monthly invoice. Payment of fees would be made after checking attendance logbook and on satisfactory performance of the CA Firm. The first monthly fees shall be due & be paid one month after the actual deployment of the staff at Nava Raipur Atal Nagar. The fees shall be inclusive of all out-of-pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the CA Firm towards local travel, documentation and communication.

6.2. The services may commence soon after the appointment. The GST, as applicable shall be paid extra. The taxes shall be deducted at source as per law.

6.3. Currency of payment

All payments shall be made in Indian Rupees. The Firm shall be free to convert Rupees into any foreign currency as per Applicable Laws, at their cost.

6.4. TA/ DA for travel outside Raipur and Nava Raipur

6.5.1. The travel expenses of the Onsite resources will be paid extra based on the actual rate of economy class air-fare or 2nd AC railway fare (to and fro travel) in case they are required to travel from their place of deployment to anywhere in India.

6.5.2. To claim reimbursement, onsite resources need to submit the Travel Expense Claim to the CGHB along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving Board within two weeks from the date of return from the trip.

6.5.3. Submission of hotel bills is mandatory with the Travel Expense Claim.

6.5.4. With a view to factor in the relative cost differentials in travelling to various locations across the country, corresponding boarding and lodging expense entitlement limits have been set by classifying them into 3 broad categories. The classification is as follows:

Category 'A' - Mumbai, Delhi, Chennai, Kolkata, Bangalore, Hyderabad, Ahmadabad and Pune.

Category 'B' - Other State Capitals and major cities - Nagpur, Baroda, Kanpur, Cochin, Ludhiana, Ajmer, Agra, Allahabad.

Category 'C' - All other locations

The reimbursable expense limits on lodging and Daily Allowance, applicable during the business trip and corresponding to each location category, are set out in a level wise entitlement matrix provided below.

Level	Lodging (in INR)			Daily Allowance (in INR)		
	A	B	C	A	B	C
Team Leader/ GST Consultant	4000	3000	2500	700	600	500
Assistant	3500	2500	2000	600	500	400

7. Performance Security

7.1 Performance Security

7.1.1 A Performance Security equivalent to 10% of the total Annual Fee quoted by the

Successful Applicant and the same shall be paid by the Selected Applicant in the form of DD (validity 3 months) in favor of Chief Account Officer, Chhattisgarh Housing Board of any nationalized /scheduled bank, payable at Raipur **OR** in the form of a Bank Guarantee as per Appendix 6 of RFP. The same shall be returned after the end of the contract, without any interest and after deducting penalties, if any. It shall be paid by the Successful Applicant during the time of Signing of Contract.

7.1.2 Encashment and appropriation of Performance Security

The Board shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of this Agreement.

8. Category of SLAs

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following paragraphs are applicable for the duration of the Agreement for the 'Penalty and same shall be calculated on a quarterly basis.

The penalty for various delays and deficiencies in Consulting Services will be as follows:

8.1 Service Level for onsite team for Consulting Services:

- i. If the successful Applicant is unable to deploy any of the team within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties, a penalty at the rate of 1% per week of the Monthly Fee will be levied for a maximum period of eight weeks. If the deployment is not completed even within this eight-week period, then the agreement will be liable for termination, in part or whole, at the discretion of CGHB and at the risk and cost of the Selected Applicant;
- ii. Replacement of resources within one year from the date of such deployment, unless otherwise agreed by the Parties, shall not be allowed;
- iii. The replaced resource will be accepted by the CGHB only if he fulfils the required the criterion mentioned in this RFP and is found suitable to the satisfaction of the CGHB. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the CGHB. The Selected Applicant shall be allowed a maximum of 15 days to replace the resource;

8.2 Penalty for absence:

- i. Selected Applicant shall maintain monthly attendance log book and same should be submitted to Board along with the monthly invoice. In the case of absence (apart from allowed leaves) of a resource during Assignment period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing Monthly Fee by number of working days in that Month and Number of key personnel deployed);
- ii. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a

- day;
- iii. Penalty would be deducted from the applicable payments;
- iv. Key personnel can avail maximum 10 leaves per year;

8.3 Limitation of Penalties

After Starting of the work and services the maximum penalty should be levied as described below:

- i. The total deduction should not exceed 5% of the total Annual Fee for the services/supply.
- ii. If Selected Applicant fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions the Agreement.

8.4 Liquidated Damages and Compensation

- i. **Liquidated Damages for error/variation**
In case any error or variation is detected in the deliverables by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant and resulted in the financial loss to the Board, the consequential damages thereof shall be quantified by the Board in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the 5% Annual Agreement Value.
- ii. **Compensation for delay**
In case of delay in delivery of Services as defined in the Timelines of Deliverables of the Scope of Work, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 5% (Five per cent) of the Annual Agreement Value shall be imposed. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. In this regard the decision of Commissioner CGHB shall be final and binding.
- iii. **Encashment and appropriation of Performance Guarantee**
The Board shall have the right to invoke and appropriate the proceeds of the Performance Guarantee or any other amount due to CGHB, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages caused due to failure to comply with the timelines for deliverables mentioned in the Scope of Services.
- iv. **Compensation for other deficiencies**
Compensation in addition to the liquidated damages for error/ variation (as specified in 3.10.1) and compensation for delays specified in 3.10.2 –Warning may be issued to the Consultant for minor/ major deficiencies on its part (Event rectification period). In the case of significant deficiencies in services/ deliverables causing adverse effect on the Board, Compensation not exceeding 5% of Annual contract value or fees paid to the Consultant shall be levied.

9. Fairness and Good Faith

9.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

9.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 11 hereof.

10. Other Conditions

10.1 In the event the Board desires the Firm to perform such additional services which are not within the Terms of Reference as specified. The Firm shall agree to perform such Additional Services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

10.2 The Board shall provide to the Firm documents/ information/ reports as may be required by the Firm to enable it to provide the Services. The Board undertakes and agrees to furnish to the Firm from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/available with the Board.

11. Settlement of Disputes

11.1 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.

11.2 Dispute resolution

11.2.1. 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 11.3.

11.2.2. 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.

11.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the

Commissioner, CGHB, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 11.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 11.4.

11.4 Arbitration

11.4.1. Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration mutually appointed by CGHB and the Firm, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

11.4.2. The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

12. Applicable Laws

The procedure of selection of Firm as well as the agreement made on the basis of this RFP shall be governed by Indian laws as applicable in India and in the State of Chhattisgarh.

IN WITNESSES WHEREOF the Parties here to have set their respective hands the day and year first hereinabove written,

For, CHHATTIGARH HOUSING BOARD
Chief Account officer,

For, _____

In presence of:

1. Signature

2. Signature

Name _____

Name _____