



Request for Proposal :

SELECTION OF AGENCY FOR THE GIS BASED SURVEY OF URBAN HOMELESS  
POPULATION ACROSS 112 ULBs OF ODISHA.

RFP No. Dated:

|                                |            |
|--------------------------------|------------|
| Date of Release of RFP         | 03.11.2017 |
| Date of Pre- Bid Meeting       | 10.11.2017 |
| Last date of Submission of RFP | 24.11.2017 |

Housing & Urban Development Department, Government of Odisha  
October, 2017

Disclaimer

State Urban Development Authority (SUDA), under the Housing & Urban Development (HUDD) Department, Govt. of Odisha has prepared this document to give the interested parties the background information on the Survey of Urban Homeless survey across 112 ULBs of Odisha.

While SUDA has taken due care in the preparation of the information contained herein and believe it to be accurate, neither SUDA nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting the RFP.

SUDA reserves the right, not to proceed with the selected consultant at any point of time or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline or discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

**ACRONYMS:**

CBS - Cost Based Selection

DAY - NULM - Deendayal Antodaya Yojna - National Urban Livelihood Mission

FTP - Full Technical Proposal

GCC - General Conditions of Contract

H & UD - Housing and Urban Development

ITB - Instruction to Bidders

MC - Municipal Corporation

MHUPA - Ministry of Housing and Urban Poverty Alleviation

NAC - Notified Area Council

PCC - Particular Conditions of Contract

QCBS - Quality and Cost Based Selection

SUDA - State Urban Development Agency

SUH - Shelter for Urban Homeless

ToR - Terms of Reference

ULB - Urban Local Bodies

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**Notice Inviting Tender**

State Urban Development Agency (SUDA)  
Housing & Urban Development (H&UD) Department, Government of Odisha  
Vivekananda Marg, Bhubaneswar - 751014  
Tel. No.: 0674-2432317/2432846  
e-mail: sudaodisha1990@gmail.com

RFP No. 2764, Dated 15/12/2015

Date: 15/12/2015

1. Additional Director, SUDA, Bhubaneswar invites technical and financial proposals from eligible Agencies for the Survey of Urban Homeless across 112 ULBs of Odisha with respect to guidelines on Scheme of Shelter for Urban Homeless(SUH) component of National Urban Livelihood (NULM).
2. The 112 towns have been divided into 4 packages, as specified in Annexure-A of Section V of the RFP document. Agencies are required to submit separate technical & financial proposals for each package. Evaluation will be carried out for each package based on the criteria as specified in Sub-Section B of Section III of the RFP document. An agency can submit proposals for all packages but maximum 2 packages can be awarded to a single bidder.
3. Participating Agencies must fulfil the following pre-requisites:
  - i. The consultancy/Agency must have been operation in India for at least 5 years. Proof of registration as a legal entity must be submitted.
  - ii. Average annual turnover of consultants/agencies for the last three financial years namely 14 - 15 to 16 - 17, should be equal to or greater than INR 3 Crores.
  - iii. The Consultancy/Agency should have the experience of having undertaken minimum 2 similar assignments( Completion of any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey, Community Mobilization work in slums and

computerization of data of various towns/in Govt Sector/Corporate Sector in previous 5 Financial years with fee of Rs. 5 Lakhs or above) Government (Central & State) agencies may also apply if they fulfil above eligibility details.

- iv. An agency can submit proposals for all packages but maximum 2 packages can be awarded to a single bidder.
4. Interested Agencies may download the complete Request for Proposal (RFP) document from the websites [urbanodisha.gov.in](http://urbanodisha.gov.in) and [sudaodisha.gov.in](http://sudaodisha.gov.in) from 02.11. 2017.
5. A pre-bid meeting is proposed on 10.11.2017 at 11:30 AM at the SUDA Conference Hall, Bhubaneswar, to address queries from interested bidders.
6. Interested Agencies may submit their proposals along with a refundable EMD/Security Deposit of Rs. 75,000/- (Rupees Seventy Five Thousand only) per Package of Bid submitted as prescribed in the RFP document. No proposal without the EMD will be accepted. Proposals without EMD/Security Deposit will be treated as ineligible.
7. Sealed complete proposal will be received at the address mentioned below on any working day upto 1:00 PM (1300 Hours) on 24.11.2017. Proposals have to be dropped in a Tender Box kept for this purpose at the address. No other channel for submission of proposal is allowed. The Technical proposals of the Bids will be opened on the same date at 2:30 PM (1430 Hours).
8. Address for submission of proposals: State Urban Development Agency (SUDA), Vivekananda Marg, Bhubaneswar - 751014
9. Please note that no liability will be accepted for difficulties in and/or incomplete download of the Tender document

Additional Director

SUDA,

Bhubaneswar

**Schedule of Bidding Process:**

| Sl. No. | Information   | Details  |
|---------|---|--|
| 1       | Publication of RFP  |  |
| 2       | Period of availability of RFP document                                  |  |
| 3       | Pre bid meeting   |  |
| 4       | Last date of receipt of queries   |  |
| 5       | Address and e-mail for submission of written queries for clarifications | State Urban Development Agency (SUDA),<br>Vivekananda Marg,<br>Bhubaneswar - 751014<br>e-mail:<br>sudaodisha1990@gmail.com |
| 6       | Last date and of receipt of proposals                                   |  |
| 7       | Date and Time of Technical Proposal opening                             |  |
| 8       | Date and Time of Financial Proposal opening                             |  |
| 9       | Address at which proposal in response to RFP notice is to be submitted  | State Urban Development Agency (SUDA),<br>Vivekananda Marg,<br>Bhubaneswar - 751014  |

## Letter of Invitation

1. Additional Director, State Urban Development Agency (SUDA), Bhubaneswar under the Housing & Urban Development (H&UD) Department, Government of Odisha (hereinafter 'the Employer') invites proposals for the Survey of Urban Homeless across 112 ULBs of Odisha. Detailed Scope of Work is provided in the Terms of Reference.
2. A firm shall be selected under Quality & Cost Based Selection (QCBS) method and procedures described in this RFP.
3. The RFP includes the following documents:
  - Letter of Invitation
  - Instructions to Bidders
  - Data Sheet
  - Eligibility & Evaluation Criteria
  - Proposal Forms
  - Terms of Reference (ToR)
  - General Conditions of Contract (GCC)
  - Particular Conditions of Contract (PCC)
  - Contract Forms
4. Please note that while all the information and data regarding this RFP is, to the best of the Employer's knowledge, accurate within the considerations of scoping the proposed contract, the Employer holds no responsibility for the accuracy of this information and it is the responsibility of the Agency to check the validity of data included in this document.
5. Bidders are requested to submit following documents along with their proposals:-
  - i. Earnest Money Deposit (EMD)/ Bid Security (Refundable) of Rs. 75,000.00 (Seventy Five Thousand) in form of Demand Draft.
  - ii. Copy of certificate of Incorporation/Registration Certificate
  - iii. Audited Statement of last 3 years (14 - 15 to 16 - 17) to be enclosed along with ITR.
  - iv. Work Orders along with self-certified project completion reports for each eligible project.



- v. Bidders must submit their bids in a sealed cover plus soft format in a CD and the same must be deposited in the tender box kept for the purpose in the SUDA office. A receipt against the deposit may be provided on request. No submission of bids through any postal or electronic channels is admissible.

Yours Sincerely

Additional Director,  
SUDA, Bhubaneswar

Part I- Proposal Procedures:

Section I- Instructions to Bidders

## A. General

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
  - (a) "Agency" means any private or public entity that will provide the Services to the Employer under the Contract;
  - (b) "Bidder" means the Agency who has submitted bids for the proposed assignment
  - (c) "Contract" means the Contract signed by the Parties and all the attached documents;
  - (d) "Data Sheet" means such part of the Instructions to Agencies used to reflect specific assignment conditions;
  - (e) "Day" means calendar day;
  - (f) "Effective Date" means the date on which this Contract comes into force;
  - (g) "Employer" means the State Urban Development Agency (SUDA) under the Housing & Urban Development (H&UD) Department, Government of Odisha;
  - (h) "Instructions to Bidders" (ITB) means the document which provides Agencies with all information needed to prepare their Proposals;

- (i) "In writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- (j) "Personnel" means professionals and support staff provided by the Agency or by any Sub-Agency and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who , at the time of being so provided had their domicile outside India; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India;
- (k) "Project specific information" means such part of the Instructions to Agencies used to reflect specific project and assignment conditions;
- (l) "Proposal" means the Technical Proposal, Financial Proposal and the attached documents;
- (m) "RFP" means the Request for Proposal prepared for the selection of Agency;
- (n) "Services" means the work to be performed by the Agency pursuant to the Contract;
- (o) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Agency, and expected results and deliverables of the assignment;

## 2. Background

National Urban Livelihoods Mission (NULM) aims at providing permanent shelter equipped with essential services to the urban homeless in a phased manner under the Scheme of Shelter for Urban Homeless. Ministry of Housing & Urban Poverty Alleviation has issued guidelines Shelter for Urban Homeless (SUH) under Deendayal AntyodayaYojana-National Urban Livelihood Mission (DAY-NULM) aims at providing permanent shelter(s) equipped with essential services to the urban homeless in a phased manner to cater the needs of urban homeless and ensure the availability and access of permanent shelters (including basic infrastructure facilities like water, sanitation, safety security etc.) to urban homeless.

In this background, State Urban Development Agency intends to carry out a survey of Urban Homeless across 112 ULBs of Odisha , so that homeless people can be identified

and necessary infrastructure with essential services could be created to provide shelter and subsequently rehabilitate them through access to various entitlements.

### Objectives:

The objectives of the Survey of Urban Homeless are to address the vulnerabilities of the urban homeless, which includes:

- Identification of all the points/places, where the urban homeless are found.
- Identification of urban homeless families and population in the city.
- Identification of reasons which lead to homelessness of such identified families/population.
- Ensure availability and access of the urban homeless population to permanent shelters including the basic infrastructure facilities like water supply, sanitation, safety and security;
- Cater to the needs of especially vulnerable segments of the urban homeless like the dependent children, aged, disabled, mentally ill and recovering gravely ill, by creating special sections within homeless shelters and provisioning special service linkages for them.
- Provide access to various entitlements, viz. Social Security Pensions, PDS, ICDS, identity, financial inclusion, education, affordable housing etc. for homeless populations.
- Formulate structures and framework of engagement for development, management and monitoring of shelters and ensuring basic services to homeless families/persons, by state and civil society organizations including homeless collectives.

### 3. Introduction to RFP :

- 3.1 The "State Urban Development Authority under the Housing & Urban Development Department of Government of Odisha" (Employer) intends to appoint a consultants for "Survey of Urban Homeless across 112 ULBs of Odisha."
- 3.2 The Employer issues these documents to select Agencies in accordance with the method of selection specified in the Data Sheet for services required for Survey of Urban Homeless across 112 ULBs of Odisha.

3.3 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Agencies.

3.4 The successful Agency shall be expected to render the Services for the period specified in the Data Sheet.

#### 4. Fraud and Corruption

4.1 Employer requires that all the Agencies observe the highest standard of ethics during the selection process and throughout the execution of such contracts. In pursuit of this policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any official in the selection process or in contract execution;

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

(iii) "collusive practice" means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Employer, designed to establish proposal prices at artificial, noncompetitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

4.2 Agencies shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Agency is awarded the Contract, as requested in the Financial Proposal Submission form (Section IV- Proposal Forms).

## 5. Condition of Eligibility of Bidders:

- 5.1 An Agency, and all parties constituting the Agency, may have the nationality of any country.
- 5.2 Bidders must read carefully the minimum qualifying criteria as specified in Section III (a) and (b). Proposals of only those Bidders who satisfy the minimum qualifying criteria will be considered for evaluation.
- 5.3 If the Agency had formed an association of Agencies, all the members of the association of Agencies shall be evaluated jointly as per the technical eligibility criteria set forth in the data Sheet. If any member of the association of Agencies is dropped at the RFP stage, such association of Agency is liable to be rejected by the Employer.
- 5.4 The Employer shall deal with only the lead member of the association of Agencies for the purpose of this assignment. Although the contract shall be signed by all the members of the association of Agencies, the lead member of the association of the Agencies shall be responsible and liable to the Employer for all/every aspects of their proposal, contract etc.
- 5.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
- 5.6 An Agency that is under a declaration of ineligibility by Employer in accordance with ITB Clause 4, at the date of contract award, shall be disqualified.
- 5.7 Government-owned enterprises in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 5.8 Agencies shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 6. Conflict of Interest

- 6.1 An Agency shall not have a conflict of interest. All Agencies found to have conflict of interest shall be disqualified under any of the circumstances set forth below:

- A firm that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys etc.
- An Agency (including its Personnel and Sub-Agencies) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency to be executed for the same or for another Employer.
- An Agency (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- An agency can submit proposals for all packages **but** maximum 2 packages **can** be awarded **to a single bidder**.

6.2 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose may lead to the disqualification of the Agency or the termination of its Contract.

## 7. Number of Proposals:

7.1 For each package a separate proposal is to be submitted. An agency can submit proposals for all packages **but** maximum 2 packages **can** be awarded **to a single bidder**. A Firm shall submit only one proposal for each package in the same selection process, either individually as an Agency or as a partner in the collaboration of agencies. No firm can be a sub-Agency while submitting a proposal individually or as a partner of a joint venture in the same selection process. An Agency who submits or participates in more than one proposal for a single package will cause all the proposals in which the Agency has participated to be disqualified.

## 8. Cost of Proposal:

8.1 The Agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiations, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the entire selection process.

## 9. Due Diligence by Bidder:

- 9.1 The Agency may familiarize itself with local conditions and take them into account in preparing the Proposal. Agency may visit the Employer before submitting a proposal and obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into a contract. The costs of visiting the Employer shall be at the Agency's own expense.
- 9.2 The Agency and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Agency, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof.
- 9.3 Agencies shall ensure that the Employer is advised of the visit in adequate time to allow them to make appropriate arrangements.
- 9.4 The Employer may conduct the visit concurrently with the pre-proposal conference referred to in ITB Clause 13.

## 10. Right to reject any or all Bids :

- 10.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any RFP and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 10.2 Without prejudice to the generality of Clause 10.1, the Employer reserves the right to reject any Proposal if: a) At any time, a material misrepresentation is made or uncovered, or b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Proposal.
- 10.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Employer reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit is the sole discretion of the Employer, including annulment of the Selection Process.
- 10.4 The bid shall also be summarily rejected if the firm has a record of performance such as absconding from work, works not properly completed as per contract,

inordinate delays in completion, financial failure and / or has participated in previous bidding for the same works and had quoted unreasonably high bid price/premium.

- 10.5 Originals of the certificates shall be produced as and when required to verify the copies of statements and other information furnished along with bid. Failure to produce original documents in time will lead to disqualification.
- 10.6 In addition to the above, even while executing the work, if it is found that the firm produced false / fake certificates in the firm's bid, the firm will be blacklisted.

#### 11. History of Litigation and Criminal Record :

- 11.1 If any criminal cases are pending against the Agency at the time of submission of the bid, then the bid shall be summarily rejected. In such a case, the Agency shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.
- 11.2 In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Employer without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

#### B. RFP DOCUMENTS :

##### 12. Contents of the RFP:

- 12.1 The RFP documents are those stated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 14:
- Part I Proposal Procedures
    - Section I. Instructions to Agencies
    - Section II. Data Sheet
    - Section III. Eligibility & Evaluation Criteria
    - Section IV Proposal Forms
  - Part II Requirements
    - Section V. Terms of Reference
  - Part III Contract conditions and forms
    - Section VI. General Conditions of Contract (GCC)
    - Section VII. Particular Conditions of the Contract (PCC)
    - Section VIII. Contract Forms
- 12.2 The Employer is not responsible for the completeness of the RFP Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the invitation for proposals.



12.3 The Agency is expected to examine all instructions, forms, terms, and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the proposal.

13. Request for Clarification and Pre-proposal conference:

13.1 A prospective Agency requiring any clarification prior to the submission of the Proposal shall contact the officer authorized by Employer to accept the Request for Clarification in writing at the address specified in the Data Sheet. The Request for Clarification shall be submitted no later than the period specified in the Data Sheet.

13.2 The Employer shall endeavor to respond to queries or provide any clarifications to Bidders at the Pre-Bid meeting scheduled as specified in the Data Sheet at the Employer's office. Bidders and prospective bidders are requested to raise any queries pertaining to the bid at the meeting. The queries and the responses will be documented and circulated by appropriate media soon after and will be hosted on the website. No queries are admissible after the Pre-Bid meeting is held.

13.3 The Employer shall forward copies of the letter containing the clarifications as sought in the pre-proposal conference to all the Agencies no later than seven (7) days of the pre-proposal conference. The letter shall be including a description of the inquiry but without identifying its source.

13.4 Any modification of the proposal documents listed in ITB Clause 12.1 that may become necessary, as a result of the clarification shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 14 and not through the minutes of the pre-proposal conference.

13.5 Non-attendance at the pre-proposal conference shall not be a cause for disqualification of an Agency.

14. Amendments/modification to RFP Documents:

14.1 At any time prior to the deadline for submission of RFP, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and notification through website.

14.2 Any Agency seeking any clarification on the addendum shall contact the officer authorized by Employer to provide clarification in writing at the address specified in the Data Sheet.

14.3 To give prospective Agencies reasonable time in which to take an addendum into account in preparing their proposals, the Employer may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITB Clause 28.

## C. PREPARATION OF PROPOSALS :

### 15. Language of Proposal

15.1 The Proposal, as well as all correspondence and documents relating to the proposal exchanged by the Agency and the Employer, shall be written in the English language.

### 16. Documents comprising the proposal

16.1 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITB Clause 16.2 and the other , the Financial Proposal containing the documents listed in ITB Clause 16.3, both envelopes enclosed together in an outer single envelope.

16.2 The Technical Proposal shall comprise the following:

- Technical Proposal in accordance with ITB Clause 23 & 24;
- Complete and unconditional Proposal Submission Form (Part A) in accordance with ITB Clause 19
- Complete forms including documentary evidence in accordance with ITB Clause 22 establishing the Agency's Eligibility to perform the contract;
- Earnest Money Deposit in accordance with ITB Clause 21,
- Self-Attested copies of valid and up-to-date GST registration Certificate
- Written confirmation authorizing the signatory of the Proposal to commit the Agency, in accordance with ITB Clause 17.3;
- Any other document required in the Data Sheet.

16.3 The Financial Proposal shall comprise the following:

- (a) Financial Proposal including complete and unconditional Proposal Submission Form (Part B) and completed schedules in accordance with ITB Clause 25;

### 17. Format and signing of Proposal:

17.1 The Agency shall provide all the information sought under this RFP. The Employer would evaluate only those Proposals that are received in the specified format and complete in all respects.

17.2 The Agency shall prepare one original of the documents comprising the proposal as described in ITB Clause 16, and clearly mark it "ORIGINAL PROPOSAL". In addition, the Agency shall submit copies of the proposal, in the number specified in the Data Sheet and clearly mark them "COPY OF PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.

17.3 The original and all copies of the proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover & first page shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation;
- c) By the Authorized Representative of Lead Member in case of Consortium

A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public in the form as specified in Annexure IV shall accompany the Proposal.

17.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 Except as specifically provided in this RFP, no supplementary material will be entertained by the Employer, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Employer reserves the right to seek clarifications under and in accordance with the provisions of Clause 35.1.

## 18. Sufficiency of Bid

18.1 The Agencies shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments.

## 19. Proposal Submission Form and Schedules:

19.1 The Agency shall submit the Proposal Submission Form, Schedules and all documents listed under ITB Clause 16 using the relevant forms furnished in Section IV, Proposal Forms, if so provided, must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 20. Validity of Proposals:

20.1 Proposal shall remain valid for the period specified in the Data Sheet after the proposal submission deadline date prescribed by the Employer as specified in ITB Clause 28. A proposal valid for a shorter period shall be rejected by the Employer as non-responsive. During the proposal validity period, Agencies shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period.

20.2 In exceptional circumstances, prior to the expiration of the proposal validity period, the Employer may request Agencies to extend the period of validity of their proposals. The request and the responses shall be made in writing. If Earnest Money Deposit (EMD) is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. An Agency may refuse the request without forfeiting its EMD.

20.3 An Agency granting the request :

- (a) shall not be required or permitted to modify its proposal, but will be required to extend the validity of its EMD for the period of the extension.
- (b) shall confirm that they maintain the availability of the Professional staff nominated in the Proposal to be considered in the final evaluation for contract award.

## 21. Earnest Money Deposit :

21.1 If required in the Data Sheet, the Agency shall furnish along with its proposal, an Earnest Money Deposit (EMD) as a proposal security.

21.2 The EMD shall be of the amount and currency specified in the Data Sheet and shall:

- (a) be in the form as specified in the Data Sheet;
- (b) be substantially in accordance with the form of Earnest Money Deposit included in Section IV, Proposal Forms, or other form approved by the Employer prior to proposal submission;
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 21.6 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the validity period of the proposals, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If an EMD is required in accordance with ITB Clause 21.1, any proposal not accompanied by a substantially responsive EMD in accordance with ITB Clause 21.1 and 21.2, shall be rejected by the Employer as non-responsive.

21.4 The EMD of the successful Agencies shall be returned without any interest whatsoever, at the earliest upon the successful Agency's furnishing of the Performance Security and the signed Contract Form pursuant to ITB Clause 42 and 43.

21.5 The EMD of the unsuccessful Agencies shall be returned without any interest whatsoever, at the earliest after expiry of the final proposal validity period but not later than 30 days after the award of the contract.

21.6 The EMD shall be forfeited:

(a) if an Agency withdraws or amends its proposal during the period of proposal validity specified by the Agency on the Proposal Submission Form, except as provided in ITB Clause 20.2; or

(b) if an Agency impairs or derogates from the proposal document in any respect within the period of validity of the proposal.

(c) if the successful Agency fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish the required Performance Security in accordance with ITB Clause 42.

21.7 The EMD of a firm must be in the name of the firm that submits the proposal. If the collaboration of agency has not been legally constituted at the time of proposal submission, the EMD shall be in the name of lead partner.

22. Eligibility of the Agency and documents establishing them:

22.1 For the purposes of this particular Contract, Agencies shall meet the following minimum eligibility criteria as specified in Section III (a) and (b).

22.2 To establish its eligibility to perform the Contract in accordance with Section III (a) & (b) (Eligibility Criteria) the Agency shall provide the information requested in the corresponding information sheets included in Section IV (Proposal Forms).

23. Preparation of Technical Proposal

23.1 While preparing the Technical Proposal, Agencies must give particular attention to the following:

- (a) Agencies bidding for more than one package needs to deploy separate teams for each of the packages.
- (b) Only one curriculum vitae (CV) shall be submitted for each position.

#### 24. Technical Proposal Submission Form and Content:

24.1 Agencies shall submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as stipulated in the Data Sheet. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.

24.2 The maximum number of pages permitted for each type of proposal may be specified in the Data Sheet. If the maximum number of pages specified is exceeded, a penalty shall be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper where page limit is not specified, bidder to submit only essential documents called for in RfP.

24.3 The Technical Proposal shall contain the information indicated in this Clause using the Technical Proposal Form (Section IV- Proposal Form).

(a) For the FTP only: a brief description of the Agencies' organization and an outline of recent experience of the Agencies and, in the case of joint venture, for each partner, on assignments of a similar nature is required in the form as specified in Section IV- Proposal Form. For each assignment, the outline shall indicate the names of Sub-Agencies/ Professional staff who participated, duration of the assignment, contract amount, and Agency's involvement. Information shall be provided only for those assignments for which the Agency was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Agency, or that of the Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Agencies should be prepared to substantiate the claimed experience if so requested by the Employer. For the STP: the above information is not required.

(b) For the FTP only: Agency shall provide comments on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Employer using the forms specified in Section IV- Proposal Form.

(c) For the FTP and STP: A concise, complete, and logical description of how the Agency's team shall carry out the services to meet all requirements of the TOR i.e. description of the approach, methodology, organization and staffing schedule and work plan for performing the assignment.

- 24.4 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks (Section IV: Proposal Form).
- 24.5 Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Section IV: Proposal Form). The staff-months input shall be indicated separately for home office and field activities, and for foreign and local Professional staff.
- 24.6 CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Section IV: Proposal Form)
- 24.7 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 24.8 The Employer reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer there under.
- 24.9 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Employer for a period of 3 (three) years. The award of work to the Agency may also be liable to cancellation in such an event.

## 25. Financial Proposal Submission Form and Content:

- 25.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section IV: Proposal Form). The Agency shall quote their offer on 'Lump sum' basis for the services in the prescribed format. Financial Proposal in no other format shall be accepted.
- 25.2 The Financial Proposal shall list all costs associated with the assignment, including remuneration for staff, cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; cost of office accommodation, investigations and surveys including costs for development of software, procurement of hardware, consumables, infrastructure backup; cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;

training costs and cost of such further items required for purposes of the Services not covered in the foregoing.

- 25.3 The Agency shall make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the services included in the ToR diligently to achieve high quality outputs & deliverables within the stipulated time and quote their offer accordingly.
- 25.4 Commissions and gratuities, if any, paid or to be paid by Agencies and related to the assignment shall be listed in the Financial Proposal Form (Section IV: Proposal Form).
- 25.5 All duties, taxes, and other levies payable by the Agency under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of proposals, shall be included in the rates and prices and the total Proposal Price submitted by the Agency.
- 25.6 Unless otherwise provided in the Data Sheet and the Conditions of Contract the prices quoted by the Agency shall be fixed and not subject to variation on any account.

## 26. Currency of Proposal

- 26.1 The currency of the proposal and payment shall be INR.

## D. SUBMISSION OF PROPOSALS :

### 27. Submission, Sealing and Marking of Proposal:

- 27.1 Agencies may always submit their proposals by hand. Agencies shall enclose the original and each copy of the Technical Proposal, in a sealed envelope, duly marking the envelopes as "TECHNICALPROPOSAL". Similarly, the original and copies of Financial Proposal shall be placed in a sealed envelope marked "FINANCIALPROPOSAL." These envelopes containing the technical and the financial proposal shall then be enclosed in one single outer envelope and sealed. The rest of the procedure shall be in accordance with ITB Clauses 27.2 & 27.3.
- 27.2 All the envelopes shall:
- (a) bear the name and address of the Agency;
  - (b) be addressed to the Employer in accordance with ITB Clause 28.1;
  - (c) bear the specific identification as specified in the Data Sheet; and



(d) the financial proposal shall bear a warning "Do not open with the technical proposal".

27.3 If all envelopes are not sealed and marked as required, the Employer shall assume no responsibility for the misplacement or premature opening of the proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this shall constitute the ground for declaring the proposal non-responsive.

27.4 If the bid is received unsealed or in damaged condition such that contents are lost or damaged, the authority will assume no responsibility for any such misplacement or premature opening of the bid. Such a bid shall be summarily rejected. Any bid opened prematurely either because of any other damage to the cover or because of inadequate identification, as specified in ITB Clause 27.2 will also be rejected.

## 28. Deadline for Submission of Proposals:

28.1 Complete proposals must be received by the person authorized by the Employer as specified in the Data Sheet at the address specified in the Data Sheet and not later than the date and time specified in the Data Sheet. The authorized person shall acknowledge receipt with date and time to the bearer of the proposal.

28.2 If the last date of submission of proposals is declared as a holiday, the next working day will be treated as the last date for submission of proposals.

28.3 The Employer may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITB Clause 14, in which case all rights and obligations of the Employer and Agencies previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 29. Late Proposals

29.1 The Employer shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITB Clause 28. Any proposal received by the Employer after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Agency.

## 30. Withdrawal, Substitution, and Modification of Proposals

30.1 A Agency may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance

with ITB Clause 17.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:

- Submitted in accordance with ITB Clauses 17 and 27 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- Received by the Employer prior to the deadline prescribed for submission of proposals, in accordance with ITB Clause 28.

30.2 Proposals requested to be withdrawn in accordance with ITB Clause 30.1 shall be returned unopened to the Agencies.

30.3 No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Agency on the Proposal Submission Form or any extension thereof. Any request for such withdrawal during the period as specified above shall result in the forfeiture of the EMD pursuant to ITB Clause 21.6.

## E. OPENING AND EVALUATION OF PROPOSALS :

### 31. Proposal Opening :

31.1 The Procurement Committee of the Employer shall conduct the Technical proposal opening in public in the presence of the Agencies or their authorized representatives at the address, date and time specified in the Data Sheet. The authorized representatives, who intend to attend the proposal opening, are to bring with them letters of authority from the corresponding Agencies. The Employer shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

31.2 The Authorized person as specified in the Data Sheet shall open the Proposals.

- First, envelopes marked "WITHDRAWAL" shall be opened and the withdrawal notice containing a valid authorization to request the withdrawal shall be read out and the envelope with the corresponding proposal shall not be opened, but returned to the Agency. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Agency, the corresponding proposal will be opened.

- Next, envelopes marked "SUBSTITUTION" shall be opened and the substitution notice containing a valid authorization to request the substitution shall be read out. This new proposal shall be exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Agency.
- Envelopes marked "MODIFICATION" shall be opened and the modification notice containing a valid authorization to request the modification shall be read out and attached with the corresponding proposal.

31.3 All other envelopes holding the Technical Proposal shall be opened one at a time, and the following read out and recorded:

- The name of the Agency;
- Whether there is a modification or substitution;
- The presence of an Earnest Money Deposit, if required; and
- Any other details as the Employer may consider appropriate and as specified in the Data Sheet.

Only Technical Proposal read out and recorded at proposal opening shall be considered for evaluation. No Proposal shall be rejected at Proposal opening except for late proposals, in accordance with ITB Clause 29.1.

31.4 The Employer shall prepare minutes of the opening of Technical Proposal. The Agencies' representatives who are present shall be requested to sign the minutes. The authority letters brought by the representatives will be attached with this list. The person authorized by the Employer to open proposals shall also sign the list with date & time. The omission of an Agency's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the minutes shall be distributed to all Agencies.

31.5 At the end of the Technical Proposal Evaluation in accordance with ITB Clause 33, the Employer shall conduct the opening of Financial Proposals of all Agencies who submitted substantially responsive Technical Proposals in the presence of the Agencies or their authorized representatives at the address, date and time specified in the Data Sheet. The authorized representatives who intend to attend the proposal opening, are to bring with them letters of authority from the corresponding Agencies.

31.6 All envelopes containing Financial Proposals of the Agencies who met the minimum qualifying mark shall be opened (Package wise) one at a time after confirming that they have remained sealed and unopened and the following read out and recorded:

- The name of the Agency;
- The technical scores of the Agency
- Whether there is a modification or substitution;
- The Proposal Price, including any discounts; and
- Any other details as the Employer may consider appropriate.

Only discussions read out and recorded during the opening of Financial Proposal shall be considered for evaluation. No Proposal shall be rejected at the opening of Financial Proposals.

31.7 The Employer shall prepare minute of the opening of Financial Proposals. The Agencies' representatives who are present shall be requested to sign the minutes. The omission of an Agency's signature on the minute shall not invalidate the contents and effect of the minutes. A copy of the minutes shall be distributed to all Agencies.

## 32.Responsiveness of Proposals:

32.1 The Employer's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.

32.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the RFP Documents, the Employer's rights or the Agency's obligations under the Contract;

(b) if rectified, would unfairly affect the competitive position of other Agencies presenting substantially responsive proposals.

32.3 If a proposal is not substantially responsive to the RFP Documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Agency by correction of the material deviation, reservation, or omission.

32.4 The Employer shall carry out a preliminary examination of the proposals to confirm that proposals are responsive and all requirements have been met without any material deviation or reservation.

32.5 A proposal shall be rejected in the following cases if:

- Proposal Submission Form is incomplete and contain subjective and conditional offers and are not in accordance with ITB Clause 19.1;
- Agency does not meet the Eligibility & Evaluation criteria as documented in Section III;
- Agency does not meet the eligibility criteria set out in ITB Clause 5
- Proposal validity is shorter than the required period as per the ITB Clause 20
- Earnest Money Deposit is not in accordance with ITB Clause 21, if applicable.
- Agency has not agreed to give the required performance security as per ITB Clause 42.

33.Evaluation of Technical Proposal:

33.1 Prior to the detailed evaluation of proposals, the Employer shall determine whether each proposal (a) has been properly signed and is complete; (b) is accompanied by all documents and technical documentation required in ITB Clause 16; (c) is accompanied by the Earnest Money Deposit; (d) has the validity as specified; (e) has agreed to the payment of Performance Security; (f) is substantially responsive to the requirements of the RFP documents; and (g) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to ITB Clause 32.

33.2 In case a proposal fails in the preliminary examination on any points given above, the proposal shall be declared as substantially non-responsive and treated in accordance with ITB Clause 32.

33.3 Employer's authorized representatives shall be responsible for evaluation and ranking of the proposals that have been determined, up to this stage of the evaluation, to be substantially responsive. It shall have no access to the Financial Proposals until the technical evaluation is concluded.

33.4 The Procurement committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, clauses of the bidding documents, applying the evaluation criteria and point system specified in the Section III Eligibility & Evaluation Criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 33.5 The Employer shall determine to its satisfaction during the evaluation of Technical Proposals whether Agencies are qualified to perform the Contract satisfactorily.
- 33.6 The determination shall be based upon an examination of the (i) documentary evidence of the Agency's Eligibility submitted by the Agency, pursuant to ITB Clause 16, to the Eligibility criteria indicated in Section III, Eligibility & Evaluation Criteria; and (ii) the eligibility criteria set out in ITB Clause 5. Factors not included in Section III, Eligibility & Evaluation Criteria shall not be used in the evaluation of the Agency's Eligibility.
- 33.7 An affirmative determination shall be a prerequisite for the opening and evaluation of an Agency's Financial Proposal. A negative determination shall result in the disqualification of the Proposal, in which event the Employer shall return the unopened Financial Proposal to the Agency.
- 33.8 After the technical evaluation is completed the Employer shall inform the Agencies who have submitted proposals about the technical scores obtained by their Technical Proposals, and shall notify those Agencies whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Employer shall simultaneously notify in writing to Agencies that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.

#### 34. Evaluation and Ranking of Financial Proposals:

- 34.1 The detailed contents of each Financial Proposal shall be subsequently reviewed by the Employer's authorized representative.
- 34.2 To evaluate a Proposal, the Employer shall consider the following:
- (a) the Proposal Price as quoted in the Financial Proposal;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Clause 37.3;
  - (c) price adjustment due to discounts or any other quantifiable acceptable variations, deviations;
  - (d) the Employer's evaluation of a proposal shall also include and take into account all taxes and duties payable on the services if a contract is awarded to the Agency;
- 34.3 Based on the selection method stipulated in the Data Sheet, the evaluation shall be done as follows:

(a) In case of Quality-and-Cost Based Selection (QCBS) method the lowest evaluated Financial Proposal (Fm) shall be given the maximum financial score (Sf) as specified in the Data Sheet and the financial scores (Sf) of the other Financial Proposals shall be computed as indicated in the Data Sheet. Following the completion of evaluation of Technical and Financial Proposals, final ranking of the proposals shall be determined. All the Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights and formula indicated in the Data Sheet. The final scores computed for each Technical and Financial Proposal shall be rounded to the nearest whole number. For purposes of rounding, 0.50 and above shall be rounded to the next higher whole number and 0.49 and below shall be rounded to the immediately preceding whole number. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first, the next highest technical score will be ranked second, and so forth. The firm achieving the highest combined technical and financial score shall be invited for negotiations in accordance with ITB Clause 40; or

(b) In the case of the Cost Based Selection (CBS) method, the Employer shall select the lowest proposal among those that achieved the minimum technical score and shall invite them for negotiations in accordance with ITB Clause 40.

34.4 Before awarding the contract to the lowest bidder, the Employer shall ensure that the unit price to be paid is reasonable. The basis of reasonableness may be the last current market price, raw material prices, terms and period of completion and/or any other factor(s) deemed important. In case the price by the lowest bidder appears to be unreasonable the Employer shall negotiate with the lowest bidder to arrive at a reasonable price.

34.5 The Employer shall also determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated Bid or the bidder with the highest combined technical and financial score is qualified to perform the Contract satisfactorily.

34.6 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. In the case of a negative determination the empowered procurement committee shall decide on the subsequent course of action.

### 35. Clarification of Proposals:

35.1 To assist in the examination, evaluation, comparison of the proposals, the Employer may, at its discretion, ask any Agency for a clarification of its Proposal. Any clarification submitted by an Agency in respect to its Proposal and that is not in response to a request by the Employer shall not be considered. The Employer's

request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the Evaluation of the proposals, in accordance with ITB Clause 37.

### 36. Confidentiality:

- 36.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Agencies or any other persons not officially concerned with such process until publication of the Contract Award.
- 36.2 The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 36.3 Any effort by an Agency to influence the Employer in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its Proposal.
- 36.4 Notwithstanding anything contained in ITB Clause 36.3, from the time of proposal opening to the time of Contract Award, if any Agency wishes to contact the Employer on any matter related to the selection process, it should do so in writing. It should not contact the Employer on any matter related to its Technical and Financial proposal.

### 37. Non-conformities, Errors, and Omissions:

- 37.1 Provided that a Proposal is substantially responsive, the Employer may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.
- 37.2 Provided that a proposal is substantially responsive, the Employer may request that the Agency submit the necessary information or documentation, within a reasonable period of time as specified in the Data Sheet, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Agency to comply with the request may result in the rejection of its Proposal.
- 37.3 Provided that the Proposal is substantially responsive, the Employer shall correct arithmetical errors on the following basis:



- (a) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.
- 37.4 If the Agency that submitted the lowest evaluated Proposal/highest combined technical and financial score, as the case may be, does not accept the correction of errors, its Proposal shall be rejected.
38. Resultant single vendor situation:  
If at the evaluation stage only one Agency qualifies for contract, the next course of action would be decided by the Procurement Committee.
39. Employer's right to accept any proposal, and to reject any or all:
- 39.1 The Employer reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Agencies.
- 39.2 In case of annulment, all proposals submitted and specifically, EMD shall be promptly returned to the Agencies.

## F. APPOINTMENT OF AGENCIES :

### 40. Negotiations

- 40.1 Negotiations shall be held at the date and address indicated in the Data Sheet. The invited Agency shall as a pre-requisite for attendance at the negotiations, confirm availability of all key professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.
- 40.2 The technical negotiations shall include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing. The Employer and the Agencies shall finalize the staffing schedule, work schedule, logistics, and reporting. These documents shall then be incorporated in the Contract as Appendix A "Description of Services". Special attention shall be paid to clearly defining the inputs and facilities required from the Employer to ensure

satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which shall be signed by the Employer and the Agency.

- 40.3 Normally there should not be any financial negotiations, In the event of any technical modifications in accordance with the ITB Clause 40.2, the evaluation committee shall have the powers to undertake financial negotiations and reflect the agreed technical modifications in the cost of the services. The financial negotiations shall involve neither the remuneration rates for staff nor other proposed unit rates.
  - 40.4 The Employer shall not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Agency may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Agency within the period of time specified in the letter of invitation to negotiate.
  - 40.5 Negotiations shall conclude with a review of the draft Contract. To complete negotiations the Employer and the Agency shall initial the agreed Contract. If negotiations fail, the Employer shall invite the Agency whose Proposal received the second highest score to negotiate a Contract.
  - 40.6 After completing negotiations the Procurement Committee of the Employer shall make recommendations for the award of the proposal along with reasons in the form of a report and get it signed by all the members and shall award the Contract to the selected Agency.
41. Notification of Award of Consultancy:
- 41.1 Prior to the expiration of the period of proposal validity, the Employer shall notify the successful Agency, in writing, via the Letter of Acceptance included in the Contract Forms that it's Proposal has been accepted.
  - 41.2 In the notification of award, timelines shall be specified for post evaluation activities like contract signing, contract start & completion dates.
  - 41.3 The same notification should instruct the successful Agency to furnish the required Performance Security within a specified time and make reference of the ITB clause 43.2.
  - 41.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.5 After the award of the contract the Employer shall notify all the unsuccessful Agencies of the results of the proposal and promptly discharge EMDs to them pursuant to ITB Clause 21.5.

41.6 After the award of the contract the Employer shall publish the following information in the website/newspaper i) name of each Agency who submitted a Proposal; (ii) proposal prices as read out at Proposal Opening; (iii) name and evaluated prices of each Proposal that was evaluated; (iv) name of Agencies whose proposals were rejected and the reasons for their rejection; and (v) name of the winning Agency, and the Price it offered, as well as the duration and summary scope of the contract awarded

#### 42. Performance Security :

42.1 Within twenty one (21) days of the receipt of notification of award from the Employer, the successful Agency, if required, shall furnish the Performance Security in the form of an Account Payee Demand Draft or a Fixed Deposit Receipt from a Scheduled Bank in India, in the name of the Employer or a Demand Draft from a Nationalised Bank, using for that purpose the Performance Security Form stipulated in the Section VIII Contract Forms or some other Form acceptable to the Employer. The Performance Security shall be of the amount as specified in the Data Sheet.

42.2 Failure of the successful Agency to submit the above-mentioned Performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event the Employer may award the Contract to the next lowest evaluated Agency, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

42.3 Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Agency, including warranty obligations wherever applicable.

42.4 Performance Security shall be refunded to the Agency without any interest, whatsoever, after he duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

42.5 Employer has the right to forfeit the performance security in the event of breach of the contract.

#### 43. Signing of Agreement:

43.1 Promptly after notification, the Employer shall send the successful Agency the Agreement and the Particular Conditions of Contract asking therein to send his unconditional acceptance of the contract.

43.2 Within fifteen (15) days of receipt of the Agreement, the successful Agency shall sign, date, and return it to the Employer. Failure of the successful Agency to accept the contract within the stipulated period shall constitute sufficient grounds for forfeiture of the EMD and processing the case for further action against him.

43.3 The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.

Section II - DATA SHEET:

A. Data Sheet :

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

|                      |   |
|----------------------|---|
| ITB Clause Reference | A. General  |
| ITB 3.2              | Method of selection is: Combined Quality & Cost Based Selection (CQCBS) on 80:20 basis (80% weightage to be given to the Technical Proposal and 20% weightage will be given to the Financial Proposal).<br><br>This is single stage- two envelope bidding.<br><br>An agency can submit proposals for all packages <b>but</b> maximum 2 packages <b>can</b> be awarded <b>to a single bidder</b> . |
| ITB 3.4              | Services to be rendered for the period: 90 days   |
| ITB 13.1             | For Clarification of proposal purposes only, the Employer's address is:<br><br>Additional Director, SUDA<br>Address: Vivekananda Marg, Bhubaneswar - 751014<br>Telephone: 0674-2432317<br>Facsimile number: 0674-2432846<br>Electronic mail address: sudaodisha1990@gmail.com   |
| ITB 13.1             | Requests for clarification should be received by the Employer no later than: <i>the day prior to the Pre-Proposal conference- 10.11.2017</i>  |
| ITB 13.3             | A Pre-Proposal conference <i>shall</i> take place, at the following date, time and place: SUDA Conference Hall, Bhubaneswar.<br>Date:10.11.2017   |

|                 |  |
|-----------------|--|
|                 | Time:11.30 A.M.<br>Place: SUDA Conference Hall, SUDA, Bhubaneswar  |
| ITB 14.3        | For clarification on the addendum the Employer's address is: SUDA, Vivekananda Marg, Bhubaneswar - 751014<br><br>The authorized officer is: Additional Director, SUDA  |
| ITB 16.2<br>(h) | The Agency shall submit with its proposal the following additional documents:<br>i. Earnest Money Deposit (EMD)/ Bid Security (Refundable) of Rs. 75,000.00 (Seventy Five Thousand) per Package to be submitted either in form of Demand Draft payable in favor of SUDA at Bhubaneswar . If bidding for more than one package, The original to be kept in one Package and copy of EMD document to be placed in other packages.<br>ii. Copy of certificate of Incorporation/Registration Certificate<br>iii. Audited Statement of last 3 year to be enclosed along with ITR<br>iv. Work Orders along with self-certified project completion reports for similar assignments carried out in the last 5 years by the Agency |
| ITB 17.2        | In addition to the original of the proposal, the number of copies is: 1 original+2 copies (Plus Soft Copy of the Technical Proposal in a Compact Disk)   |
| ITB20.1         | The proposal validity period shall be .....days.   |
| ITB 21.1        | Procurement Committee has decided that the Earnest Money Deposit is required   |
| ITB 21.2        | The amount of the Earnest Money deposit shall be: INR 75,000 per package and shall be in the form of demand draft in favour of Additional Director, SUDA payable at Bhubaneswar.   |
| ITB 24.1        | The Agency shall submit a Full Technical Proposal (FTP)  |
| ITB 24.2        | The maximum number of pages for FTP is: No page limit  |
| ITB 25.6        | The prices quoted by the Agency shall be fixed. It shall not be subject to adjustment during the performance of the Contract. Evaluation of Financial Proposal shall be carried out based on total price for each package  |
| ITB 27.2        | The inner and outer envelopes shall bear the following additional identification marks:<br><br>Inner Envelope I: Technical Proposal<br>TECHNICAL PROPOSAL FOR SELECTION<br>OF AGENCY FOR SURVEY OF URBAN HOMELESS ACROSS 103 ULBs IN<br>ODISHA   |

|          |   |
|----------|---|
|          | <p>BID FOR PACKAGE NUMBER: &lt;Insert Package No.&gt;</p> <p>Inner Envelope II: Financial Proposal<br/> FINANCIAL PROPOSAL FOR SELECTION<br/> OF AGENCY FOR SURVEY OF URBAN HOMELESS ACROSS 103ULBsIN<br/> ODISHA<br/> BID FOR PACKAGE NUMBER: &lt;Insert Package No.&gt;</p> <p>"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"</p> <p>Outer Envelope:<br/> PROPOSAL FOR SELECTION<br/> OF AGENCY FOR SURVEY OF URBAN HOMELESS ACROSS 103 ULBs IN<br/> ODISHA<br/> BID FOR PACKAGE NUMBER: &lt;Insert Package No.&gt;</p> <p>Package Number for which the Proposal has been submitted needs to be mandatorily mentioned in each of the envelopes</p> |
| ITB 28.1 | <p>For proposal submission purposes, the Employer's address is:</p> <p>Attention: Additional Director, SUDA</p> <p>Address: Vivekananda Marg, Bhubaneswar - 751014</p> <p>Telephone: 0674-2432317</p> <p>Facsimile number: 0674-2432846</p> <p>Electronic mail address: sudaodisha1990@gmail.com</p> <p>The deadline for the submission of proposals is:</p> <p>Date: 24.11.2017/ Time:1:00 PM (1300 Hours)</p> <p>All proposals to be dropped in the drop box kept for the purpose in the above office. Receipt may be given on request. No submission by any form of mail/electronic mode is admissible.</p>                                  |
| ITB 31.1 | <p>The technical proposal opening shall take place at: Conference Hall, SUDA, Vivekananda Marg, Bhubaneswar - 751014</p> <p>City: Bhubaneswar</p> <p>Country: India</p> <p>Date:</p> <p>Time: 2:30 PM</p>   |
| ITB 31.2 | <p>The person authorised to open the proposals is: Additional Director, SUDA</p>  |

|                 |  |
|-----------------|--|
| ITB 31.5        | <p>The financial proposal opening shall take place at:<br/> Conference Hall, SUDA, Vivekananda Marg, Bhubaneswar - 751014<br/> City: Bhubaneswar<br/> Country: India<br/> Date:<br/> Time: 2:30 PM</p>   |
| ITB 34.3<br>(a) | <p>The maximum financial score shall be: 100<br/> The formula for determining Financial Score is <math>SF= 100 \cdot F1 / Fe</math><br/> Where,<br/> SF means the financial score<br/> F1 means lowest price offered<br/> Fe means the total price offered by the Agency under consideration</p> <p>The specific weights to be assigned to the technical and financial proposal shall be: [WT= 0.80 WF=0.20]</p> <p>The Highest Combined Score shall be determined using the formula<br/> <math>R_{tf} = (ST \times WT) + (SF \times WF)</math><br/> ST means the technical score<br/> The proposal receiving highest rank (<math>R_{tf}</math>) shall be ranked R1.<br/> <b>The financial proposals shall be opened Package wise in Order of Package-A, B,C &amp; D respectively and successful bidder for the package will be determined before opening the next package, Once a single bidder becomes successful in TWO Packages, the financial bid of such bidder will not be opened for other packages.</b></p> |
| ITB 37.2        | <p>To rectify the nonmaterial, nonconformities or omissions the reasonable time allowed to the Agencies are: No timeline will be given for rectification of Bids, agencies shall be responsible for the completeness of their proposal</p>   |
| ITB 40.1        | <p>Expected date and address for contract negotiations are: Will be communicated later</p>   |
| ITB42.1         | <p>The amount of the Performance Security shall be: 10% of Contract Value for each Package of Contract awarded</p>   |
| ITB 43.3        | <p>Expected date for commencement of consulting services: Will be communicated later</p>   |

### Section III - ELIGIBILITY AND EVALUATION CRITERIA:

#### A. Minimum Eligibility Requirements :

For the purposes of this particular Contract, Agencies shall be required to meet the following minimum eligibility criteria.

##### (a) Financial Capability:

Minimum annual average turnover of the Applicant shall be INR 3 Crore or more during the last 3 financial years i.e., 2014-15, 2015-16 and 2016 -17.

*The Agency needs to provide audited financial statements to support their claim in the relevant Information forms included in Section IV. The calculation sheet for average annual turnover should be certified by a Chartered Accountant*

##### (c) Experience and Technical Capacity:

Agencies shall be required to meet the following experience requirements:

- (i) The bidder shall either be a company or a partnership firm registered under relevant Acts of India and must have been in operation in India for at least 5 years after registration. Government (Central & State) agencies may also apply if they fulfill above eligibility details.
- (ii) In case of a company, Registration Certificate issued by Registrar of Companies should be submitted. In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.
- (iii) The Agency should have previous experience of :
  - . having undertaken minimum 2 similar assignments( Completion of any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey, Community Mobilization work in slums and computerization of data of various towns/in Govt Sector/Corporate Sector in previous 5 Financial years with fee of Rs 5 Lakhs or above) (Work Orders along with self-certified project completion reports should establish the eligibility of the bidders or project completion certificate from employer).

The Agency shall provide details of the experience records in the relevant Information forms included in Section IV.



## B. Evaluation Criteria :

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

An agency can submit proposals for all packages **but** maximum 2 packages **can** be awarded **to a single bidder**.

In the first phase the Technical Proposals shall be evaluated on the basis of minimum technical and financial eligibility criteria as mentioned in Sub-Section A of Section III.

In the second phase the Agencies which satisfy the minimum eligibility criteria shall be given marks as given below. Accordingly, firms will be ranked based on the marks allotted to them. The evaluation will be carried out for each package separately.

- Evaluation Parameters and the Scores:

| Sl No | Criteria   | Max Marks ( 100 ) |
|-------|--|-------------------|
| 1     | Completion of any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey, Community Mobilization work in slums and computerization of data of various towns/in Govt. Sector/Corporate Sector in previous 5 Financial years with fee of Rs 5 Lakhs or above (i.e., 2012-13, 2013-14, 2014-15, 2015-16and 2016-17). Each Project - 3 Marks subject to Max -15 marks  | 15                |
| 2     | Project Experience of developing data base using Management Information System (MIS) and Geographical Information System (GIS) with fee of Rs 2.0 lakhs or above in previous 5 Financial years. Each project - 2 marks subject to Max 10 Marks.<br>Note: The consultant should append the copy of work order(s)and satisfactory performance report issued by concerned agency to support their claim.  | 10                |
| 3     | Project Experience of working with disadvantaged sections /homeless regarding research & policy development/ capacity building & training in the ULBs with Fee of Rs 2.0 Lakhs or above in previous 5 Financial years.<br>Note: <ul style="list-style-type: none"><li>• The consultants should append the copy of workorder(s) and satisfactory performance report issued by concerned Agency to support their claim.</li><li>• Each project 2 Marks subject to Maximum - 10 marks</li></ul> | 10                |
| 4     | Experts (As per Table-2) Marking   | 25                |
| 5     | Average turnover of last 3 years (i.e. ending 31.03.2015, 31.3.2016  |                   |

|     |  |     |
|-----|--|-----|
|     | and 31.3.2017).  |     |
| i)  | Average of Rs 3 crores turnover in the last 3 years  | 10  |
| ii) | For every additional 2 crores (above 3 crores) , 1 mark each shall be awarded  | 5   |
|     | Total  | 15  |
| 6   | <p><u>Work Plan (PRESENTATION):</u> The marks shall be awarded based on company's Quality Assurance projects and Best practice</p> <p>Award (s) received for projects of similar planning aspect and understanding of the current projects.<br/>Personnel schedule/team deployment strategy</p> <p>Methodology and Work Plan</p> <p>Award for best practices: Best practice award(s) received for projects of similar planning aspect and understanding of the current projects.</p> | 25  |
|     |  | 100 |

Table - 2:

Based on the relevance of the assignment, following personnel shall be deployed to achieve the objectives of the Study in the most effective manner and a brief detail of the same is given as under :

Experts & Inputs:

| S. No. | Expert Title                              | Qualification & Skill   | Experience  | Total Marks  | Scoring Criteria   |
|--------|---|---|---|--------------|--|
| 1      | Team Leader/ Urban Development Specialist | <ul style="list-style-type: none"> <li>• MBA/MSW</li> <li>• Sound knowledge of urban development issues</li> </ul>  | Experience of minimum 10 years & project management experience. | Max 10 Marks | 6 Marks for minimum of 10 years of experience and additional 1 mark for each additional 2 years of experience subject to a maximum of 10 marks |
| 2      | MIS expert                                | <ul style="list-style-type: none"> <li>• Master's Degree in Computer Science/MCA</li> <li>• Expertise in</li> </ul> | Minimum experience of 5 Years                                   | Max 5 Marks  | 2 Marks for minimum of 5 years of experience   |

|   |   |   |                               |             |   |
|---|---|---|-------------------------------|-------------|---|
|   |   | statistical analysis and software development/ MIS applications   |                               |             | and additional 1 marks for each additional 2 years of experience subject to a maximum of 5 marks  |
| 3 | Social Development Specialist ( Status in Payroll - 10 marks for 100 staff and 2 marks for additional 20 staff - Maximum 20 marks | <ul style="list-style-type: none"> <li>• Degree or equivalent in social development discipline</li> <li>• Sound understanding on issues of urban poor</li> </ul>  | Minimum experience of 5 Years | Max 5 Marks | 2 Marks for minimum of 5 years of experience and additional 1 marks for each additional 2 years of experience subject to a maximum of 5 marks |
| 4 | Capacity Building / Training and Site Coordinator   | <ul style="list-style-type: none"> <li>• MSW and Masters in Social Science</li> <li>• Good Understanding of Surveys and experience in data collation and analysis.</li> <li>• Good Communication and Networking Skills.</li> </ul>                          | Minimum 5 years' experience   | Max 5 marks | 3 Marks for minimum of 5 years of experience and additional 1 mark for each additional 2 years of experience subject to a maximum of 5 marks. |
| 5 | GIS Expert  | <ul style="list-style-type: none"> <li>• Post Graduate in Geography, Geology having Remote Sensing GIS as their subject OR</li> <li>MSC and having Remote Sensing GIS as their subject OR</li> <li>• BE or B.Tech or M.Tec in Civil Engineering.</li> </ul> | Minimum 5 years' experience   | Max 5 marks | 3 Marks for minimum of 5 years of experience and additional 1 mark for each additional 2 years of experience subject to a maximum of 5 marks. |

- The persons whose CVs are proposed in the bid shall not be allowed to be changed. In case of any urgency, cy, Additional Director (SUDA) may consider request of the bidder.
- The skill specified will be evaluated based on past experience of the personnel in different projects given in CV.

- The person not meeting the minimum qualification and/or minimum experience specified above will be given Zero marks. If the Firm becomes successful bidder, firm has to nominate another person meeting the minimum requirements specified.

**Section IV - Proposal Form:**

Technical Proposal

A. Technical Proposal Submission Form (Part-A)

Date.....

Contract No.....

To  
The Additional Director  
State Urban Development Authority (SUDA),  
Bhubaneswar - 751014

Sub: "TECHNICAL PROPOSAL FOR SELECTION OF AGENCY FOR THE SURVEY OF URBAN HOMELESS IN ODISHA - PACKAGE XX"(For 'XX' - Refer Annexure 'A' in Section IV)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFP Documents dated..., including Addenda issued in accordance with Instructions to Agencies (ITB) Clause 14;
- (b) We are hereby submitting our Proposal, which includes the Technical Proposal (including all the schedules and forms) and a Financial Proposal sealed under a separate envelope.
- (c) We are submitting our proposal in association with:<sup>1</sup>
- (d) We offer to execute in conformity with the RFP Documents the following Services:
- (e) Our proposal shall be valid for a period of .....Days as specified in ITB20.1 from the date fixed for the proposal submission deadline in accordance with the RFP Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

---

- (f) If our proposal is accepted, we commit to obtain a performance security in accordance with the RFP Document;
- (g) We, including any sub-agencies or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB Clause 6.2;
- (h) We are not participating, as an Agency or as a sub-Agency, in more than one proposal in this selection process in accordance with ITB Clause 7.1.
- (i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB Clause 5.7;
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the selection process or execution of the Contract:

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| .....             |         |        |        |

- (k) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive; and
- (m) We declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (n) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITB Clause 40.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (o) If awarded the contract, the person named below shall act as Agency's Representative:

Thanking you,

Yours Sincerely,

Duly signed by the Authorised Signatory of the Applicant(Name, Title and Address of the Authorised Signatory) **Synopsis of Technical Proposal:**

**I. Summary Table:**

| Parameter  | Description |
|--|-------------|
| Name of Agency   |             |
| Registered Address   |             |
| Year of Incorporation/Registration (Certificate No & Date) |             |
| EMD Details  |             |
|  |             |
|  |             |
|  |             |
|  |             |
|  |             |
|  |             |
|  |             |
|  |             |
|  |             |
|  |             |
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|  |             |
|  |             |
|  |             |
|  |             |

## II. Details

### (a) Past Financial Information :

Each Agency or member of a /consortium leader/members must fill this form

|  | Financial Data for previous 3 years (Rs.) |           |           | Average of Year 1, Year 2 and Year 3 |
|--|---|-----------|-----------|--------------------------------------|
|  | 2014 -2015                                | 2015-2016 | 2016-2017 |                                      |
| <b>Information from Balance Sheet</b>    |   |           |           |                                      |
| Total Assets                             |   |           |           | NA                                   |
| Total Liabilities                        |   |           |           | NA                                   |
| Net worth                                |   |           |           | NA                                   |
| Current Assets                           |   |           |           | NA                                   |
| Current liabilities                      |   |           |           | NA                                   |
| <b>Information from Income Statement</b> |   |           |           |                                      |
| Total Turnover                           |   |           |           |                                      |
| Profits before taxes                     |   |           |           |                                      |
| Profit after taxes                       |   |           |           |                                      |
| <b>Attached Audited Balance Sheets.</b>  |   |           |           |                                      |

(b) Project Experience (Similar Project) Completion of any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey, Community Mobilization work in slums and computerization of data of various towns/in Govt Sector/Corporate Sector in previous 5 Financial years with fee of Rs 5 Lakhs or above





(d) Project Experience of working with disadvantaged sections /homeless regarding research & policy development/ capacity building & training in the ULBs with Fee of Rs 2.0 Lakhs or above in previous 5 Financial years.

| SN | Name of Client and Address | Project details | Duration of project in years | Value of consultancy fee in INR | Work order issued/MoAs signed on (date) (Attach documents) | Status of implementation |
|----|----------------------------|-----------------|------------------------------|---------------------------------|--|--------------------------|
|    |                            |                 |                              |                                 |  |                          |
|    |                            |                 |                              |                                 |  |                          |
|    |                            |                 |                              |                                 |  |                          |
|    |                            |                 |                              |                                 |  |                          |
|    |                            |                 |                              |                                 |  |                          |
|    |                            |                 |                              |                                 |  |                          |

(E) CVs of 4 professionals, Who are proposed to be in the Team

| SN | Name of Position                               | Name of the Expert | Qualification | Years of Experience/Details against Requirements specified | Experience in similar projects |
|----|--|--------------------|---------------|--|--------------------------------|
| 1  | Team Leader / Urban Development Specialist     |                    |               |  |                                |
| 2  | MIS Expert                                     |                    |               |  |                                |
| 3  | Social Development Specialist                  |                    |               |  |                                |
| 4  | Capacity Building Training & Side Co-ordinator |                    |               |  |                                |
| 5  | GIS Expert                                     |                    |               |  |                                |

AUTHORISED  
SIGNATURE OF BIDDER

B. Agency's Organization:

I. Agency Information Form

*[The Agency shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This information shall be provided by the Agency in its letterhead clearly showing the Agency's complete address and name.]*

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number of selection process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Agency's Legal Name: *[insert Agency's legal name]*
2. In case of , legal name of each party: *[insert legal name of each party in ]*
3. Agency's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Agency's Year of Registration: *[insert Agency's year of registration]*
5. Agency's Legal Address in Country of Registration: *[insert Agency's legal address in country of registration]*
6. Agency's Authorized Representative Information  
Name: *[insert Authorized Representative's name]*  
Address: *[insert Authorized Representative's Address]*  
Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*  
Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

Articles of Incorporation or Registration of firm named in 1

In case of , letter of intent to form or agreement

In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with commercial law

**II. About Agency :**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

**C. Agency's Experience :**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

|  |   |
|--|---|
| Assignment Name:   | Approx. value of the contract:  |
| Country:   | Duration of Assignment:   |
| Name of Employer:  | Total No. of Staff months of the assignment:  |
| Start Date (month/year):   | Approx. value of the services provided by your firm under the contract:   |
| Completion date (month/year):  | No. of professional staff months provided by the associated Agencies:   |
| Name of the associated Agencies, if any:                                     | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project:  |   |
| Description of actual services provided by your staff within the assignment: |   |

Firm's Name.....

D. Comments on counterpart staffs and facilities

[Comment here on counterpart staff and facilities to be provided by the Employer according to the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

E. Description of Approach, Methodology and Work Plan for performing the assignment

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

*a) Technical Approach and Methodology,*

*b) Work Plan, and*

*c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

## F. Team composition and Task Assignment

| Professional Staff |      |                   |                   |               |
|--------------------|------|-------------------|-------------------|---------------|
| Name of the Staff  | Firm | Area of Expertise | Position Assigned | Task Assigned |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |

## G. Staffing Schedule

| No.           | Nam of the Staff  | Staff Input (in the form of bar chart) <sup>2</sup> |   |   |   | Total staff Month input |                    |       |
|---------------|---|---|---|---|---|-------------------------|--------------------|-------|
|               |   | 1   | 2 | 3 | n | Home                    | Field <sup>3</sup> | Total |
| Foreign/Local |   |   |   |   |   |                         |                    |       |
| 1             | [Note: For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: | [Home]  |   |   |   |                         |                    |       |
|               |   | [Field]   |   |   |   |                         |                    |       |

<sup>2</sup>Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

<sup>3</sup>Field work means work carried out at a place other than the Consultant's home office.



|   |   |  |  |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|--|--|
|   | indicate activities, delivery of reports, and benchmarks separately for each phase. |  |  |  |  |  |  |  |  |
| 2 |   |  |  |  |  |  |  |  |  |
| 3 |   |  |  |  |  |  |  |  |  |
| 4 |   |  |  |  |  |  |  |  |  |
| 5 |   |  |  |  |  |  |  |  |  |
| n |   |  |  |  |  |  |  |  |  |

I. Resume of Proposed Professional Personnel

Agencies shall provide the resume of the suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the resume format given below:

|                       |  |
|-----------------------|--|
| Name of Staff         |  |
| Nationality:          |  |
| Designation           |  |
| Proposed Position:    |  |
| Employee of the Firm: |  |
| Years with the Firm:  |  |
| Date of Birth:        |  |

| Key Qualifications:   |    |                                |
|-----------------------|----|--------------------------------|
| Education:            |    |                                |
| Record of Employment: |    |                                |
| From                  | To | Designation & Name of the Firm |
|                       |    |                                |
|                       |    |                                |
|                       |    |                                |
|                       |    |                                |
|                       |    |                                |

|  |
|--|
| Recent Relevant Experience:  |
| <u>[Employer] [Name of the Assignment or project] [Location] [Year][position held]</u> |
| Main Project Features:   |
| Activities performed:  |

|                                      |      |       |       |
|--------------------------------------|------|-------|-------|
| Languages Known: Excellent/Good/Fair |      |       |       |
|                                      | Read | Write | Speak |
|                                      |      |       |       |
|                                      |      |       |       |
|                                      |      |       |       |

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:

[Signature of staff member or authorized representative of the staff]

Full name of authorized representative: .....



## Financial Proposal

### A. Financial Proposal Submission Form (Part-II)

Date.....

RFP No.....

To

The Additional Director  
State Urban Development Authority (SUDA),  
Bhubaneswar - 751014

Sub: "FINANCIAL PROPOSAL FOR SELECTION OF AGENCY FOR THE SURVEY OF  
URBAN HOMELESSIN ODISHA - PACKAGE XX"

Sir,

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal dated xx/xx/xxxx. Our Financial Proposal is of the amount INR xxxx, exclusive of GST.

Our Financial Proposal is without any condition and shall be binding upon us up to expiration of the validity period of the Proposal, i.e. ....calendar days from the last date of submission of this Proposal.

We understand you are not bound to accept any Proposal you receive.

Thanking you,

Yours Sincerely,

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

## B. Summary of Costs

|   |        |
|---|--------|
| Name of Package for Which the Bid is Submitted: |        |
| Cost Component                                  | Amount |
| Total Amount for Package                        |        |
| GST   |        |
| Total Amount including GST                      |        |

Break up of Total Costs (City wise under the package) for billing purpose.

| Sl No. | Name of City | Amount |
|--------|--------------|--------|
|        |              |        |
|        |              |        |
|        |              |        |

Break Up of Total Costs for ULBs under the Package is to be shown as per the table given above.

Duly signed by the Authorised Signatory of the Applicant

### **Break Up of Costs:**

| Cost Component                          | Costs in INR |
|---|--------------|
| Professional Fees for the Proposed Team |              |
| Project Expenses                        |              |
| Total                                   |              |

*\*Inclusive of all Applicable Taxes except GST*

Duly signed by the Authorised Signatory of the Applicant

Joint Venture Partner /Consortium Information Form :

[The Agency/Consortium Leader/member shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number of selection process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Agency's Legal Name: [insert Agency's legal name]
2. Legal Name of the member :
3. Member Country of Registration:
4. Year of Registration:
5. Consortium Leader/member Legal Address in Country of Registration: [insert 's Party/Consortium Leader/member legal address in country of registration]
6. Consortium Leader/member's Authorized Representative Information

Name: [insert name of Consortium Leader/member authorized representative]

Address: [insert address of Consortium Leader/member authorized representative]

Telephone/Fax numbers: [insert telephone/fax numbers of Consortium Leader/member authorized representative]

Email Address: [insert email address of Consortium Leader/member authorized representative]

7. Attached are copies of original documents of: [check the box(es) of the attached original documents]

Articles of Incorporation or Registration of firm named in 2, above

In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with commercial law

## -TERMS OF REFERENCE:

It is highly essential to define clearly the Terms of Reference that will effectively aid in the conduct of the study of Urban Homeless across 112 ULBs of Odisha. A detail of the same is given as under:

### a. Back Ground :

According to Census 2011 the homeless population of Odisha is 34,061 (male: 19,681 & female: 14,380). Although the state stands at 14<sup>th</sup> position in this category but the continuous increase of homeless population is definitely a cause of concern. The number of homeless population has been increased over the years in the State. It has increased from 8,000 during Census-1991 to 34,061 in 2011.

In Odisha, homeless people are largely found in towns and district headquarters. They are mainly migrated from villages and often outside the districts in search of livelihoods to make their both ends meet. The recurring flood and droughts have also pushed the people from villages to eke out a living on daily wages. Due to homelessness; they are exposed to wide array of diseases and their safety and security is threatened in many ways.

Despite of efforts by the Government of Odisha, a lot needs to be done to provide shelter and other facilities to urban homeless. The 10th National Report on Homeless submitted by the commissioners of the Supreme Court on Right to Food (under CWP 196/2001) on 31<sup>st</sup> Dec., 2011, presented the state of affairs of the shelters in Odisha. The report highlights that, despite the Supreme Court directives, the level of basic amenities and services provided in the shelters was very poor. There was lack of health facilities at the shelter and no referral services provided at the shelters. There was no separate shelter for women and children, and special categories of homeless such as mentally and physically challenged and others. In the same report, the Commission urged the Supreme Court to issues directions to Government for mapping of cities and locate zones of homeless concentration, upgrading temporary shelter to permanent ones, opening the shelters for 24 hours. It has also urged for information dissemination regarding shelter facilities through different mediums and training the personnel for better functioning of the shelters.

In last five years, there is mixed response in this regard by the state Government. Although new shelters are started but there is a lack of proper planning, monitoring and assessment. In 2017, there is no current data available on the number homeless across all

the cities of the state. The last data used is of 2011. Therefore there is need of identifying the number of homeless population based on which resource allocation, planning and execution could be done.

In view of the recommendations made by Court, Commissioners in CWP196of2001 (IANo.94 & 96), the State plans to conduct surveys for the identification of urban homeless population. The status of these surveys will be reflected as under :

| Name of District | Town Sr. No. | Name of Town | SURVEY 2017                  |                             |                     |                               |
|------------------|--------------|--------------|------------------------------|-----------------------------|---------------------|-------------------------------|
|                  |              |              | Nos. of Families Homeless(A) | Homeless Family Members (B) | Persons Homeless(C) | Total Homeless Persons(B+C)=D |
|                  |              |              |                              |                             |                     |                               |
| Total            |              |              |                              |                             |                     |                               |

In view of the launch of Deendayal Antyodaya Yojana-National Urban Livelihood Mission (DAY-NULM), the State Govt. notified and decided to fund the construction/ refurbishment of Shelters for Urban Homeless under the scheme. The State has decided to construct new permanent Shelters in different towns by giving priority to thousands of people staying across 112 ULBs in the State as well as towns of historic/religious importance towns. Keeping Further, It has also been decided to conduct a fresh survey for the identification of urban homeless persons by engaging an independent agency through transparent bidding process.

Ministry of Housing & Urban Poverty Alleviation has issued guidelines/ revised guidelines on Shelter for Urban Homeless (SUH) under (DAY-NULM), which are available at website (mhupa.gov.in) of Ministry of Housing & Urban Poverty Alleviation, Govt. of India. SUH under DAY-NULM aims at providing permanent shelter(s) equipped with essential services to the urban homeless in a phased manner to cater their needs and ensure the availability and access of permanent shelters (including basic infrastructure facilities like water, sanitation, safety security etc.)

#### b. Objectives

The objective of the component is to address the vulnerabilities related to urban homeless, which includes:

- Identification of all the points/ places, where the urban homeless are found.

- Identification of urban homeless families and population of each city.
- Identification of reasons which lead to homelessness of such identified families/population.
- Ensure availability and access of the urban homeless population to permanent shelters including the basic infrastructure facilities like water supply, sanitation, safety and security;
- Cater to the needs of especially vulnerable segments of the urban homeless like the dependent children, aged, disabled, mentally ill and recovering gravely ill, by creating special sections within homeless shelters and provisioning special service linkages for them.
- Provide access to various entitlements, viz. Social security pensions, PDS, ICDS, identity, financial inclusion, education, affordable housing etc. for homeless populations.
- Formulate structures and framework of engagement for development, management and monitoring of shelters and ensuring basic services to homeless families/persons, by state and civil society organizations including homeless collectives.

#### c. Scope of Work:

The Govt. of India have issued detailed guidelines for refurbishment/construction of Night Shelters and also defined norms for Shelters. The Agency/consultant has to strictly follow SUH-DAY-NULM guidelines for each and every activity. However, the first and foremost task is to identify the urban homeless families/persons and educate/aware identified urban homeless about different welfare Govt. scheme. The process will tentatively involve the following process:

In future, if Government of Odisha notifies any new Urban Local Bodies in the State, the agency / firm is required to carry out the survey in such Urban Local Body in their respective allotted regions. The rate for survey in such ULB is to be indicated separately in Financial Proposal.

#### Objectives of the Survey:

Survey would ensure following objectives,

1. Identification and Enumeration of Urban Homeless in revenue Boundary of 112

urban local bodies across the State by doing head count and Establish the demographic profile of homeless populations in city / town; found living, such as on the roadside, pavements, in hume-pipes, under fly-overs, bridges and staircases, or in the open, in temples, man daps, railway platforms and thelike.

2. To understand homeless person's present access to schemes and services of the government to augment the services who are staying in our existing shelters as well homeless persons not staying in shelters (out side).
3. To map existing skills amongst the homeless for upgrading the skills for employability;
4. To understand the environments in which the homeless stay and the challenges they encounter;
5. Assessing/ grouping of the homeless persons coming under the survey and it's in-depth analysis to know the Actual background of Homelessness.
6. To understand the perceptions of homeless persons on essential services and basic minimum facilities of all homeless persons in existing person in existing functional SUH in Odisha ( Annexure-A)
7. The Survey/analysis to be carried out in comparison with related baseline values (i.e. at least one year before the implementation of the respective components). In case of non-availability of such data, the analysis should be made in comparison with related values pertaining to the region sourced from government records or reports of reputed organizations, and questionnaire survey with the local community/authorities.

GIS based Survey of Homeless persons may be divided into three phases:

**a. Planning phase**

- Each Urban Local Body may be divided into smaller, more compact Zones / Ward clusters, in line within the administrative set-up of the ULB.
- Teams may be deployed depending on size and population of the Zones / ward clusters.
- Each team may comprise of around four persons for the field survey.
- These persons may include NGO representatives, homeless youth volunteers, students and youth volunteers (such as from the National Service Scheme-NSS, and Nehru Yuva Kendra-NYK) etc preferably having experience in doing survey earlier.
- In addition, a team of two Data Entry Operators and Analysis Specialists should be attached to each team, totaling up to seven people per team.
- Additional student volunteers can be added to each team to assist and learn from the process.
- Necessary Mobile application software to be developed, duly approved by SUDA
- Standard questionnaire format will be developed for entire state and agency would follow same for collection of information
- Real time web based dashboard to be provided to SUDA authorities to view real time progress of survey and geospatial information of the each application on the Map
- A Quality assessment team for correction of errors on data to be deployed and each filled form though online to be verified



A Plan for survey of homeless population in each Urban Local Body should be prepared in consultation with the Municipal Commissioner of the concerned ULB, which includes the following details:

1. Identification of areas with concentration of homeless based on earlier surveys or any other source of information
2. Division of ULB into zones/ ward clusters in which data would be collected
3. Ensure availability of required number of Tablets / I pads / Smart Phones (@ 2 tablets / I pads / Smart Phones per team) and other accessories before conducting the survey
4. List of interview questions to be prepared for guiding the focus group discussions as per the guidelines
5. Content and format of reports to be submitted to be finalized as per requirement time to time.
6. Timelines to be fixed within which survey would be completed
7. List of partners to be finalized who would be assisting in the qualitative as well as quantitative collection of data

Prior to the survey, the teams should be trained and oriented on:

1. Purpose of the survey;
2. The profiles and problems of the homeless;
3. Participatory research methods;
4. Data entry of homeless persons through Mobile application using tablets;
5. Expected outcomes;
6. Ethical responsibilities;

Orientation material can be provided a couple of days prior to starting the survey, as material

to be ready before the training sessions. The training should include the surveyors, data entry

operators, analysis team, plus volunteers, if any.

#### **b. Field Survey: Mapping and Need assessment**

The field survey will commence only after the trained survey teams are in place. The field survey should begin from 8.00 PM to at least 2.00 AM, because homeless people can usually be identified and contacted at this time. In addition, to cover homeless persons who work during the night, surveys should also be planned for a couple of days during the daytime, i.e. 10.00 AM to 4.00 PM.

1. Public awareness campaigns (i.e. posters/ flex banners, leaf- lets, loud-speakers etc.) about commencement of urban homeless survey clearly announcing/depicting the dates of survey rounds (3 rounds for each area of the town) specifically in the areas/clusters of high/low concentration of urban homeless persons.
2. Canvassing of survey schedules (using uniform format) during nights only in three rounds (3 days gap between 1<sup>st</sup> and 2<sup>nd</sup> round and 6 days gap between 2<sup>nd</sup> and 3<sup>rd</sup> round) for each area of the town. The 1<sup>st</sup> survey round will be carried out in entire town at the night after two days gap after completion of public awareness campaign (for example: if awareness campaign completed on X date then 1<sup>st</sup> survey round will be at the night of X date +2 days) and 2<sup>nd</sup> and 3<sup>rd</sup> thereafter as detailed above.
3. The Agency will develop a GIS **survey** schedule by ensuring the collection of entire requisite information prescribed in SUH-DAY-NULM guidelines and instructions issued by GOI and State Govt. from time to time for this purpose. The urban homeless survey must include the following minimum particulars of a person/family:

4.
  - i. Name
  - ii. Name of parents (Father & Mother)
  - iii. Date of Birth/Year
  - iv. Permanent Address
  - v. Present Address and photographs (with GPS coordinates & time)
  - vi. Category (Gen/SC/BC/Others)
  - vii. Education level
  - viii. Health status
  - ix. Suffering from chronic illness (if any)
  - x. Identity proof (if any)
  - xi. UID/Aadhar No. (if available)
  - xii. Skilled/unskilled worker
  - xiii. Telephone/Mobile number (if available)
  - xiv. Source of income
  - xv. Time/Duration of stay in the town
  - xvi. Details of all family members (dependent members).
  - xvii. Reasons for homelessness.
  - xviii. If identified as beneficiary/poor for any of the government scheme(s)
  
5. Developing the on-line MIS/software/web-portal for data entry of surveyed data by the agency and further use of ULBs/District/State for day to day up-dation and monitoring. The software (including entire database/master files) so developed and entire source data will be the sole property of SUDA, Odisha.

The steps to be followed during the survey

Survey: Methods

- Survey with questionnaire (general info., rate & source of income, surroundings including risks/threats, access to schemes/services etc.)
- Observation: Physical environment, mental & physical self, living conditions etc.

- Head Counts: Physical counts (men, women & children)
- Resource Mapping: To identify suitable space for shelter
- FGD: (at least one per concentration zone-to capture the perception of homeless on facilities at the shelter-based on need)

Post-survey phase:

#### Areas of Survey /Enquiry

- General Characteristics: Socio-demographic pattern
- Migration: push & pull factors
- Economic Activities: nature of livelihood and what could be done to improve their livelihoods
- Living conditions
- Sleeping pattern: why and how often change places
- Linkages with place of origin:
- Personal situation: well being/how they spend time
- Perception of the homeless on facilities at shelter
- Initiatives taken so far

#### General Characteristic

- Composition - men, women and children
- Age and literacy profile
- Caste and religion
- Place of origin
- Nature of work and income
- Income
- Expenditure

- Savings
- Contact with family
- Money sent to family
- Reason for changing of sleeping place
- Eating pattern
- Health issues (monthly expenditure on health)
- Expectation from government
- (Focus on homeless women, children and families)

1. Identifying the areas with concentration of homeless population,
2. Profiling the homeless populations in these areas in terms of gender, age, education, occupation, marital status, number of children, history of illness etc. persons with disability should be categorized separately.
3. Identifying the aspirations of the homeless for a shelter and also the deterrents preventing the homeless from using the existing shelters, if any.
4. Need assessment of the homeless persons should be done using Focus Group Discussion (FGD) method so as to elicit the best possible responses from them.
  - i. What is roughly the total population of the homeless cluster including women and children?
  - ii. What is the predominant age and gender profile of the homeless population in the cluster?
  - iii. What are the predominant occupations undertaken by this homeless cluster?
  - iv. Do they have any special needs and challenges, such as disability, leprosy, TB,

- high drug use etc?
- v. Have the majority of homeless residents been at this location for more than one year, or less?
  - vi. Do they have access to any shelter? If so, the experience of using such shelters by the homeless
  - vii. If the government sets up a shelter for them, would they welcome it; oppose it; or be indifferent? Ask for reasons.
  - viii. If they were to have a shelter, what would they seek from it in terms of location; facilities; and management?
  - ix. Are there any resources available in the vicinity where these shelters could be built? The resource could be in the form of land or building.

This information should be recorded and collated by each team. To ensure faster survey results, data entry should be done in parallel with the survey along with photograph and Geo tagging of each homeless person.

The following deliverables are expected out of this process at this stage:

1. Map should indicate the locations of all the scattered as well as clusters of homeless people.
2. Collated survey results
3. Finalized survey data after vetting by client to be offloaded in Govt of India portal.

c. *Reporting and Sharing*

Once the results of locations are established, the next step is development and finalization of homeless persons. This should include sites for homeless.

At the end of this stage, the following deliverables are expected:

1. Analysis and inferences including homeless concentration areas, profiles, needs and aspirations of homeless populations in each concentration area
2. Preparation of Report with the following minimum arenas:

- a) Location of shelters with geospatial information
- b) Types of shelters (working single men; single women and their dependents; special needs shelters such as for drug users, those recovering from grave illnesses, the aged, disabled and infirm)
- c) Capacity of each shelter
- d) Facilities and Services to be provided at the shelters
- e) Resource mapping of needs against existing resources
- f) Submission of the data set for the project.
- g) Analysis report on clustered homeless requirements and suggestions for establishment of Shelters based on the need in area/zone & Municipality

The Agency shall be responsible for :-

- Task-1: Proper Plan for the Survey & Development of Questionares
- Task-2: Develop necessary mobile application software, Web based dashboard and make available required number of Tablets / I Pads / Smart Phones and other accessories
- Task -3: Provide required Manpower, Constitute survey teams and provide training.
- Task -4: Field Survey with GPS enabled tabs / I Pads / Smart Phones through mobile application: Mapping and Need assessment
- Task-5: Reporting and sharing (Submission of reports - Weekly/Monthly or as per the instructions)
- Task-6: Other Ancillary works of the Agency

d. Outputs and Deliverables:

Following outputs are expected to be delivered in stages in terms of months/days :

| Sl | Deliverables   | Duration | Payment Schedule |
|----|--|----------|------------------|
| 1  | Submission of inception report of all ULB package awarded.   | 20 days  | 10%              |
| 2  | Submission of survey reports "identification of urban homeless both families and individuals" in MS excel data base format along with GPS coordinates of all points of interest along-with GIO tagged photographs of all ULB in package. Consultant will submit the data after confirmation of raw data from SUDA. | 40 days  | 35%              |
| 3  | Establishment of web enabled MIS system with 100 % data uploading of all the ULBs and computerization of canvassed survey schedules. Establishment of MIS vetted by consultant to SUDA for use of common format for report generation.   | 15 days  | 25%              |
| 4  | Analysis of data of identified urban homeless families/ persons and submission of detailed Reports for awarded package wise and analysis in Presentation(PPT) including report in 5 hard copies & soft copies each. The report to include survey data of existing SUH functioning in that area.                    | 15 days  | 30%              |
|    | Total Duration(in days)  | 90 days  | 100%             |

- Above given time shall be strictly adhered to. In case of any delay, SUDA may consider time extension on the merits otherwise a penalty for delay as per prevailing rules shall levied.
- All deliverables should be prepared as per guidelines of SUH - DAY - NULM. It must take care of all modified guidelines/instructions, if issued by GoI/State Govt.



e. Working arrangements:

The State Government shall have overall responsibility for:

- a) SUDA will review the progress of the work on a fortnightly basis and will take the overall administrative decisions regard the survey.
- b) SUDA will inform all the concerned Dept. and ULBs regarding the survey work and facilitate to seek necessary permission from the respective departments to carry smooth survey work in the field during night.
- c) It will ensure the timely disbursement of funds as per the disbursement schedule to conduct the survey work smoothly and Providing overall direction.
- d) Provide automatic time extension in case of delay being occurred on account of reasons beyond control.
- e) It will invite relevant departments for the state level sharing in workshop.

The concerned Municipal Corporation/Municipality/NAC will be the Nodal agency responsible for overall implementation of the SUH-DAY-NULM component. The implementation would also require coordination between several authorities including Urban Local Bodies, State Govt. Agencies/Board/Corporations and District Collector offices. This coordination will be ensured by the State Government and the concerned ULBs.

The ULB will consult and coordinate with the concerned State Govt. Department/Board/Corporations/other Agencies, which would be involved for the welfare of urban homeless

- Urban Local Bodies (Municipal Corporation/Municipality/NAC )will:
- Designated an "Officer-in-charge" responsible for management and coordination of consultants during survey work.
- Provide assistance to Consultant in identification of abandoned building of various State Govt. Department/Agencies, which would be suitable for Shelter(s).

a) Consultant will be responsible to:

- Arrange its own office space and equipment, surveys
- Arrange for all transportation and travelling required
- Arrange its own translations, communication, data processing, and printing

equipment and necessary stationeries

- Work closely with the officer-In-charge and the concerned ULBs in accordance to terms and conditions of the Request for Proposal.
- Execute the project/work strictly following the TOR and instructions/guidelines issued by GoI and State Govt.

Agencies bidding for more than one package needs to deploy separate teams for each of the packages.

The Agency will be responsible to:

- a. Arrange its own office space and equipment, surveys
- b. Arrange for all transportation and travelling required
- c. Arrange its own translations, communication, data processing, and printing equipment and necessary stationeries
- d. Work closely with the officer-In charge and the ULB

List of districts and respective Packages ;A, B C & D as follows;

| D Package A  | Population as per census 2011 | Package B    | Population as per census 2011 | Package C    | Population as per census 2011 | Package D     | Population as per census 2011 |
|--------------|-------------------------------|--------------|-------------------------------|--------------|-------------------------------|---------------|-------------------------------|
| Angul        | 84276                         | Jajpur       | 83333                         | Boudh        | 18608                         | Cuttack       | 576490                        |
| Balangir     | 161886                        | Dhenkanal    | 98450                         | Gajapati     | 52291                         | Jagatsinghpur | 104855                        |
| Bargarh      | 108268                        | Khordha      | 998439                        | Ganjam       | 496941                        | Kendrapada    | 81206                         |
| Deogarh      | 19837                         | Mayurbhanj   | 154161                        | Kalahandi    | 100208                        | Balasore      | 218811                        |
| Jharsuguda   | 193283                        | Nayagarh     | 22826                         | Kandhamal    | 43159                         | Bhadrak       | 165236                        |
| Kendujhar    | 188641                        | Puri         | 244334                        | Koraput      | 190694                        | <b>Total</b>  | <b>1146598</b>                |
| Sambalpur    | 256629                        | <b>Total</b> | <b>1601543</b>                | Malkangiri   | 36727                         |               |                               |
| Subarnapur   | 42331                         |              |                               | Nabrangpur   | 55293                         |               |                               |
| Sundargarh   | 579124                        |              |                               | Nuapada      | 31676                         |               |                               |
| <b>Total</b> | <b>1634275</b>                |              |                               | Rayagada     | 92860                         |               |                               |
|              |                               |              |                               | <b>Total</b> | <b>1118457</b>                |               |                               |

List of district wise Urban Local Bodies (ULBs) as follows

| SI NO | DISTRICT NAME | ULB NAME       |
|-------|---------------|----------------|
| 1     | Anugul        | Talcher        |
| 2     | Anugul        | Athamallik     |
| 3     | Anugul        | Anugul         |
| 4     | Balangir      | Balangir       |
| 5     | Balangir      | Tusura         |
| 6     | Balangir      | Titilagarh     |
| 7     | Balangir      | Kantabanjhi    |
| 8     | Balangir      | Patnagarh      |
| 9     | Balasore      | Balasore       |
| 10    | Balasore      | Jaleswar       |
| 11    | Balasore      | Soro           |
| 12    | Balasore      | Nilagiri       |
| 13    | Bargarh       | Bargarh        |
| 14    | Bargarh       | Pdampur        |
| 15    | Bargarh       | Attabira       |
| 16    | Bargarh       | Barpalli       |
| 17    | Boudh         | Boudhgarh      |
| 18    | Bhadrak       | Bhadrak        |
| 19    | Bhadrak       | Basudevpur     |
| 20    | Bhadrak       | Chandbali      |
| 21    | Bhadrak       | Dhamnagar      |
| 22    | Cuttack       | Cuttack        |
| 23    | Cuttack       | Choudwar       |
| 24    | Cuttack       | Banki          |
| 25    | Cuttack       | Athagarh       |
| 26    | Dhenkanal     | Dhenkanal      |
| 27    | Dhenkanal     | Bhuban         |
| 28    | Dhenkanal     | Kamakhyanagar  |
| 29    | Dhenkanal     | Hindol         |
| 30    | Deogarh       | Deogarh        |
| 31    | Gajapati      | Paralakhemundi |
| 32    | Gajapati      | Kasinagar      |

|    |                |                |
|----|----------------|----------------|
| 33 | Ganjam         | Berhampur      |
| 34 | Ganjam         | Chhatrapur     |
| 35 | Ganjam         | Ganjam         |
| 36 | Ganjam         | Bhanjanagar    |
| 37 | Ganjam         | Kavisuryanagar |
| 38 | Ganjam         | Soroda         |
| 39 | Ganjam         | Aska           |
| 40 | Ganjam         | Hinjilicut     |
| 41 | Ganjam         | Rambha         |
| 42 | Ganjam         | Gopalpur       |
| 43 | Ganjam         | Buguda         |
| 44 | Ganjam         | Polsora        |
| 45 | Ganjam         | Kodala         |
| 46 | Ganjam         | Digapahandi    |
| 47 | Ganjam         | Chikiti        |
| 48 | Ganjam         | Purusottampur  |
| 49 | Ganjam         | Khallikot      |
| 50 | Ganjam         | Belaguntha     |
| 51 | Jagatsinghapur | Jagatsinghapur |
| 52 | Jagatsinghapur | Paradeep       |
| 53 | Jajapur        | Jajapur        |
| 54 | Jajapur        | Vyasanagar     |
| 55 | Jharsuguda     | Jharsuguda     |
| 56 | Jharsuguda     | Brajarajnagar  |
| 57 | Jharsuguda     | Belpahar       |
| 58 | Kalahandi      | Bhawanipatna   |
| 59 | Kalahandi      | Dharamagarh    |
| 60 | Kalahandi      | Kesinga        |
| 61 | Kalahandi      | Junagarh       |
| 62 | Kendrapara     | Kendrapara     |
| 63 | Kendrapara     | Pattamundai    |
| 64 | Kendujhar      | Kendujhar      |
| 65 | Kendujhar      | Barbil         |
| 66 | Kendujhar      | Joda           |
| 67 | Kendujhar      | Anandapur      |
| 68 | Kendujhar      | Champua        |
| 69 | Khordha        | Bhubaneswar    |
| 70 | Khordha        | Khordha        |
| 71 | Khordha        | Jatni          |

|     |              |              |
|-----|--------------|--------------|
| 72  | Khordha      | Banpur       |
| 73  | Khordha      | Balugaon     |
| 74  | Koraput      | Koraput      |
| 75  | Koraput      | Jaypore      |
| 76  | Koraput      | Sunabedha    |
| 77  | Koraput      | Kotpad       |
| 78  | Malkangiri   | Malkangiri   |
| 79  | Malkangiri   | Balimela     |
| 80  | Mayurbhanj   | Baripada     |
| 81  | Mayurbhanj   | Rairangpur   |
| 82  | Mayurbhanj   | Udala        |
| 83  | Mayurbhanj   | Karanjia     |
| 84  | Nayagarh     | Nayagarh     |
| 85  | Nayagarh     | Khandapara   |
| 86  | Nayagarh     | Daspalla     |
| 87  | Nayagarh     | Ranpur       |
| 88  | Nabarangapur | Nabarangapur |
| 89  | Nabarangapur | Umerkote     |
| 90  | Nuapada      | Nuapada      |
| 91  | Nuapada      | Khariar      |
| 92  | Nuapada      | Khariar Road |
| 93  | Phulabani    | Phulabani    |
| 94  | Phulabani    | G.Udayagiri  |
| 95  | Phulabani    | Baliguda     |
| 96  | Puri         | Puri         |
| 97  | Puri         | Pipili       |
| 98  | Puri         | Nimapara     |
| 99  | Puri         | Konark       |
| 100 | Rayagada     | Rayagada     |
| 101 | Rayagada     | Gunupur      |
| 102 | Rayagada     | Gudari       |
| 103 | Sambalpur    | Sambalpur    |
| 104 | Sambalpur    | Kuchinda     |
| 105 | Sambalpur    | Redhakhol    |
| 106 | Sonepur      | Sonepur      |
| 107 | Sonepur      | Tarva        |
| 108 | Sonepur      | Binika       |
| 109 | Sundargarh   | Rourkela     |
| 110 | Sundargarh   | Sundargarh   |

|     |            |              |
|-----|------------|--------------|
| 111 | Sundargarh | Rajgangpur   |
| 112 | Sundargarh | Biramitrapur |

**SUH under Operation/Functional (ANNEXURE - A)**

| Sl No | Name of the ULB | Location / Year of Sanction                | Remarks |
|-------|-----------------|--|---------|
| 1     | Bhubaneswar     | Ashok Nagar/ FY:14-15                      |         |
| 2     | Bhubaneswar     | Ganga Nagar/FY:14-15                       |         |
| 3     | Bhubaneswar     | C S Pur/FY:14-15                           |         |
| 4     | Bhubaneswar     | Malisahi                                   |         |
| 5     | Bhubaneswar     | Bhimapur                                   |         |
| 6     | Bhubaneswar     | Baramunda                                  |         |
| 7     | Bhubaneswar     | Ghatikia                                   |         |
| 8     | Cuttack         | Sishu Bhawan/FY:14-15                      |         |
| 9     | Cuttack         | Uttar Deulasahi/ FY:14-15                  |         |
| 10    | Cuttack         | Sati Chaura                                |         |
| 11    | Cuttack         | Badambadi                                  |         |
| 12    | Cuttack         | Mangalabag,                                |         |
| 13    | Rourkela        | New Bus stand RDA Bulding/ FY:14-15        |         |
| 14    | Rourkela        | Power House Road                           |         |
| 15    | Rourkela        | Plant site Road                            |         |
| 16    | Rayagada        | Near Town Hall/FY:14-15                    |         |
| 17    | Malkangiri      | Near Bus Stand/FY:14-15                    |         |
| 18    | PURI            | Sarvoday Nagar                             |         |
| 19    | Baripada        | Back side of Fire Station,Begadia/FY 14-15 |         |
| 20    | Nowrang- Pur    | Bus Stand/ FY:14-15                        |         |
| 21    | Sambalpur       | Dist. HQ Hospital                          |         |
| 22    | Boudh           | Podapada/ FY:14-15                         |         |

## PART II-Contract:

### Section VI -General Conditions of the Contract

#### A. General Provisions

##### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Agency" means any private or public entity that will provide the Services to the Employer under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents.
- (d) "Days" are calendar days; months are calendar months.
- (e) "Employer" is the party who employs the Agency to provide the services, as specified in the PCC.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC Clause 11.1.
- (g) "Force Majeure" means an exceptional event or circumstance which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (h) "GCC" mean General Conditions of Contract.
- (i) "Letter of Acceptance" means the formal acceptance by the Employer of the Proposal and denotes the formation of the Contract at the date of acceptance.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all entities
- (k) "Party" means the Employer or the Agency, as the context requires.
- (l) "PCC" means Particular Conditions of Contract by which the GCC may be amended or supplemented
- (m) "Personnel" means professionals and support staff provided by the Agencies or by any Sub-Agencies and assigned to perform the Services or any part thereof; "Foreign



Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India; and "Key Personnel" means the Personnel referred to in GCC Clause 34.

- (n) "Reimbursable expenses" means all assignment-related costs other than Agency's remuneration.
- (o) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Agencies" means any person or entity to whom/which the Agency subcontracts any part of the Services.

## 2. Interpretation

- 2.1 If the context so requires it, singular means plural and vice versa.
- 2.2 Headings have no significance and Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.3 The term "in writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- 2.4 The Contract constitutes the entire agreement between the Employer and the Agency and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 2.5 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 2.6 Subject to GCC Clause 2.7 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 2.7 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

- 2.8 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 2.9 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 2.10 The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of [*Insert name of the place*].
- 2.11 The headings shall not limit, alter or affect the meaning of this contract.
- 2.12 Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing.
- 2.13 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, at the address specified. A party may change its address for notice hereunder by giving the other party notice of such change.

### 3. Eligibility

- 3.1 The Agency and its Sub-Agency can have the nationality of any country except <Insert if any>.

### 4. Relationship between the Parties

- 4.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agencies, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 5. Fraud and Corruption

- 5.1 The Employer requires that Agencies and Sub-Agencies observe the highest standard of ethics during providing services and execution of such contracts. In pursuit of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) "collusive practice" means a scheme or arrangement between two or more Agencies designed to establish proposal prices at artificial, non competitive levels; and;
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of a contract;
- (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;
- (c) will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

5.2 Agencies shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Agency is awarded the Contract, as requested in the Financial Proposal Submission form (Section IV).

## 6. Contract Documents

6.1 The Contract Agreement shall be read as a whole. All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## 7. Language

7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Agency and the Employer, shall be written in the English language.

## 8. Location

8.1 The Services shall be performed at such locations as are specified in the PCC.

## 9. Joint Venture, Consortium or Association

9.1 If the Agency is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

## 10. Authorized Representatives

10.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Agency may be taken or executed by the officials/authorized representatives of the Employer specified in the PCC.

10.2 The authorized representatives may delegate any of his duties and responsibilities to other people after notifying the Agency, and may cancel any delegation after notifying the Agency.

## 11. Effectiveness of Contract and Commencement of Services

11.1 This Contract shall come into force and effect on the date (the "Effective Date" as specified in the PCC) of the Employer's notice to the Agency instructing the Agency to begin carrying out the Services. Unless terminated earlier pursuant to GCC Clause 20 hereof, this Contract shall expire at the end of the Intended Completion Date as specified in the PCC.

11.2 The Agency shall begin carrying out the services, immediately after the Effective Date, in any case, within two weeks after the effective date.

## 12. Early Warnings

12.1 The Agency shall warn the authorized representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the services, increase the Contract Price, or delay the execution of the services. The Authorized Representative may require the Agency to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Agency as soon as reasonably possible.

12.2 The Agency shall cooperate with the Authorized Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Authorized Representative.

### 13. Extension of the Intended Completion Date

13.1 The Authorized Representative of the Employer shall decide whether and by how much to extend the Intended Completion Date if there are events which he decides will make it impossible for completion to be achieved by the Intended Completion Date.

### 14. Performance Security

14.1 If required as specified in the PCC, the Agency shall, within twenty one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the PCC.

14.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract.

14.3 As specified in the PCC, the Performance Security, if required, shall be denominated in INR and shall be in one of the format stipulated by the Employer in the PCC, or in another format acceptable to the Employer.

14.4 The Performance Security shall be discharged by the Employer and returned to the Agency not later than sixty (60) days following the date of acceptance of final report by the Employer, unless specified otherwise in the PCC.

### 15. Change Orders and Contract Amendments

15.1 The Employer may at any time order the Agency through notice make changes within the general scope of the Contract.

15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Agency's receipt of the Employer's change order.

15.3 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15.4 Any request for change and amendments that emanate from the Agency, may have interalia, financial impact and/or technical impact and/or legal impact. Therefore before issuing any amendments the procurement committee of the Agency should scrutinize the issue on its merit and obtain legal consultation on the possible repercussion from the unsuccessful Agencies.

#### 16. Expiry of Contract :

16.1 Unless terminated earlier pursuant to Clause GCC 20 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date as per schedule or extended period as approved by the employer as per norms.

16.2 This contract contains all covenants, stipulations agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement representation promise or agreement not set forth herein.

#### 17. Extensions of Time :

17.1 If at any time during performance of the Contract, the Agency or its sub-Agency should encounter conditions impeding timely provision of the Services, the Agency shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Agency's notice, the Employer shall evaluate the situation and may at its discretion extend the Agency's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

17.2 Except in case of Force Majeure, as provided under GCC Clause 19, a delay by the Agency in the performance of its Completion obligations shall render the Agency liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon, pursuant to GCC Clause 17.

#### 18. Suspension and Liquidated Damages

18.1 The employer may by written notice of suspension to the agencies suspend all payments to the agencies hereunder if the agencies fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such notice of suspension shall specify the nature of the failure and request the agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the agencies of such notice or suspension.

18.2 In certain circumstances, if the Agency fails to provide the Services by the Date(s) of completion specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the contract value for each week or part thereof of delay from the Intended Completion Date until actual completion, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 20.

18.3 The Employer may deduct liquidated damages from payments due to the Agency. Payment of liquidated damages shall not affect the Agency's liabilities.

18.4 If the Intended Completion Date is extended after liquidated damage has been paid, the authorized representatives shall correct any overpayment of liquidated damages by the Agency by adjusting the next payment certificate.

## 19. Force Majeure

19.1 The Agency shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Agency. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 If a Force Majeure situation arises, the Agency shall promptly notify the Employer in writing of such condition and the cause thereof within twenty one (21) days of occurrence of such event. Unless otherwise directed by the Employer in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days (60), either party i.e. Employer or Agency may at their option terminate the contract without any financial repercussion on either side.

19.5 In case of Force Majeure situation affecting the Employer, the Employer shall notify the Agency in writing of such condition and the cause thereof within twenty one (21) days of occurrence of such event for further necessary action.

19.6 Not later than thirty (30) days after the agencies, as the result of an event of Force Majeure, have 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.

19.7 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 contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.

19.8 Force Majeure shall not include:

- a) any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
- b) 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 contract 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.

## 20. Termination

### 20.1 Termination by the employer

The employer may give not less than thirty (30) days written notice of termination to the agencies (except in the events listed in Para (e) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraph (a) through (d) of this Clause 20.1 to terminate this contract.

- a) If the agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 18.1 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as the client may have subsequently approved in writing.
- b) If the agency becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;



- c) If the agency submits to the employer a false statement which has a material effect on the rights obligations or interests of the employer and which the agencies knowingly raised.
- d) If, as a result of Force Majeure, the agencies are unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- e) If the employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

## 20.2 Termination by the Agency

The Agency may, by not less than thirty (30) day's written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 20.2, terminate this contract.

- a) If the employer is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the agencies may have subsequently approved in writing) following the receipt by the employer of the agencies notice specifying such breach.
- b) If, as a result of Force Majeure, the agencies are unable to perform a material portion of the services for a period of not less than sixty (60) days.

## 20.3 Termination for Convenience.

- a) The Employer, by notice sent to the Agency may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective. The Employer shall have to suitably compensate the Agency on mutually agreed terms for terminating the contract.

## 20.4 Payment upon Termination

Upon termination of this contract pursuant to Clause 20.1, 20.2 or 20.3 hereof, the employer shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the employer).

- a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination; and

- b) reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

## 21. Cessation of Rights and obligation

21.1 Upon termination of this Contract pursuant to GCC Clause 20 hereof, or upon expiration of this Contract pursuant to GCC Clause 11.1 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 GCC Clause 27 hereof, and (iii) any right which a Party may have under the Applicable Law.

## 22. Cessation of services

22.1 Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 21 hereof, the Agency 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 Agency and equipment and materials furnished by the Employer, the Agency shall proceed as provided, respectively, by GCC Clause 32 and 33 hereof.

## 23. Release from Performance

23.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Agency, the Authorized Representative of the Employer shall certify that the Contract has been frustrated. The Agency shall stop providing services as quickly as possible after receiving this certificate and shall be paid for all services provided before receiving it and for any services provided afterwards to which a commitment was made.

## 24. Settlement of Disputes

24.1 The Employer and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in

accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the Indian laws as specified in the PCC.

24.3 Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Employer shall pay the Agency any money due to the Agency.

24.4 The place of arbitration shall be as specified in the PCC.

## B. Obligation of the Agencies

### 25. General

25.1 The Agencies shall perform the Services specified in Appendix A- "Description of Services" of this contract and carry out their 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.

25.2 The Agencies shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agencies, as well as the Personnel and agents of the Agencies and any Sub-Agencies, comply with the Applicable Law.

25.3 The Agency shall honour its reporting obligation as specified in GCC Clause 31 and provide the personnel in accordance with GCC Clause 34.

25.4 The Agency shall be required to maintain timesheets or any other document used to identify time spent, as well as expenses incurred.

25.5 The Agency shall keep accurate and systematic records and accounts in respect of the Services, which shall clearly identify all charges and expenses. The employer reserves the right to audit, or to nominate a reputable accounting firm to audit, the Agency's records relating to amounts claimed under this Contract during its term and any extension, and for a period of 3 months thereafter.

## 26. Conflict of interest

26.1 The Agency shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

26.2 The Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

26.3 The Agency, sub Agency and affiliates of both shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of the project, during the term of this Contract and after its termination.

26.4 The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

## 27. Confidentiality

27.1 Except with the prior written consent of the Employer, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

## 28. Copyright

28.1 The copyright in all documents and other materials containing data and information furnished to the Employer by the Agency herein shall remain vested in the Agency, or, if they are furnished to the Employer directly or through the Agency by any third party, the copyright shall remain vested in such third party.

## 29. Insurance

29.1 The Agency (i) shall take out and maintain, and shall cause any Sub-Agencies to take out and maintain, at their (or the Sub-Agencies', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage specified in the PCC, and (ii) at the Employer's request, shall provide

evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid

29.2 If the Agency does not provide any evidences of the policies and certificates required, the Employer may effect the insurance which the Agency should have provided and recover the premiums the Employer has paid from payments otherwise due to the Agency or, if no payment is due, the payment of the premiums shall be a debt due.

29.3 Alterations to the terms of insurance shall not be made without the approval of the authorized representative of the Employer.

30. Agency's action requiring Employer's prior approval

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

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

(b) The Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Employer. Notwithstanding such approval, the Agency shall retain full responsibility for the Services. In the event that any Sub-Agencies are found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer may request the Agency to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.

(c) Any other action that may be specified in the PCC.

31. Reporting obligations

31.1 The Agencies shall submit to the Employer the reports and documents as specified in Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in Appendix B.

32. Documents prepared by Agency to be the Property of Employer

32.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Employer under this Contract shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Employer. If license agreements are necessary or

appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

33. Equipment, vehicles and materials furnished by the Employer for carrying out the consulting services

33.1 Equipment, vehicles and materials made available to the Agency by the Employer, or purchased by the Agency wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions.

34. Agency's Personnel and Sub-Agency

34.1 The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agencies as are required to carry out the Services.

34.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are to be adhered to.

34.3 The Key Personnel and Sub-Agencies listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

34.4 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Agency who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

34.5 Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as

retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

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

34.7 If required by the PCC, the Agency shall ensure that at all times during the Agency's performance of the Services a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

34.8 If required to comply with the GCC Clause 25.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Agency by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by the percentage specified in the PCC; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 37 of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

34.9 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Agency.

### 35. Agency's liability towards the Employer

35.1 Agencies shall be liable to indemnify the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered to it.

### C. Obligation of the Employer

#### 36. Services and Facilities

36.1 The Employer shall make available to the Agency, Sub-Agency and the Personnel free of charge, the services, facilities and assistance as shall be necessary to enable Agencies, sub-Agencies or Personnel to perform the services

36.2 Request to officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

### 37. Payments

37.1 Based on the payment method stipulated in the PCC, the evaluation shall be done as follows:

37.2 In case of Lump sum payment Contracts: The total payment due to the Agency shall not exceed the contract price stipulated in the PCC, otherwise. The payments shall be released as per the schedule of payments specified in the PCC.

37.3 In case of Time based payment Contracts: The total payment due to the Agency shall not exceed the contract price stipulated in the PCC, otherwise. The payments made under the Contract consist of the Agency's remuneration and of the reimbursable expenditures. The remuneration shall be released every month or quarter as specified in the PCC, on the basis of days actually spent by the approved Personnel in the performance of services after the starting date as mentioned in GCC Clause 11.1, based on the rates agreed and specified in Appendix C. The reimbursable expenses as approved by the employer shall also be released along with the remuneration in the mode specified in GCC Clause 37.6.

37.4 Payments for periods of less than one month shall be suitably adjusted. For this purpose, one day shall be equivalent to 1/30th of a month and one hour being equivalent to 1/176th of a month.

37.5 Irrespective of any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Agencies in performing the services during period of this contract, the remuneration otherwise payable to the Agencies under this contract shall not be increased or decreased accordingly by agreement between the parties thereto.

37.6 Billings and payments in respect of the Services shall be made as follows:

- (a) The Employer may make advance payment to the Agency of the amounts stated in the PCC by the date stated in the PCC, against provision by the Agency of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currency equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Agency. Interest shall not be charged on the advance payment.



- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month/quarter during the period of the Services, or after the end of each time intervals or milestones as specified in the schedule of payments, the Agency shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of invoices, vouchers, and other appropriate supporting materials, of the amounts payable. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Employer shall pay the Agency's statements within .....days after the receipt by the Employer of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency, the Employer may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ..... calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ..... day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the Employer within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.
- (e) With the exception of the final payment under (b) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder.
- (f) Payments shall be made promptly by the Employer through a mode specified in the PCC.

- (g) The currency in which payments shall be made to the Agency under this Contract shall be INR.
- (h) The Agency, Sub-Agencies and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law.

37.7 The Employer may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

### 38. Fairness and Good Faith:

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

38.2 Operation of the Contract: The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them

## Section VII. Particular Conditions of the Contract

The following Particular Conditions of Contract (PCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

|             |  |
|-------------|--|
| GCC 1.1 (e) | The Employer is: State Urban Development Agency (SUDA), Bhubaneswar  |
| GCC 2.9     | For notices, the Employer's address shall be:<br>Attention: Additional Director, SUDA<br>Address: Vivekananda Marg, Bhubaneswar - 751014<br>Telephone: 0674-2432317<br>Facsimile number: 0674-2432846<br>Electronic mail address: sudaodisha@gmail.com |
| GCC 8.1     | The location where services shall be provided is: Odisha   |
| GCC 10.1    | The Authorised Representative of the Employer is Additional Director, SUDA, Vivekananda Marg, Bhubaneswar - 751014   |
| GCC 11.1    | The Effective Date when the contract shall come into force is: from the Date of Contract Signing   |
| GCC 11.1    | The Intended Completion Date for the whole of the Services shall be 90 days from the date of signing of Contract<br>Sectional Completions are: As per Section V (Terms of Reference) of this RFP Document  |
| GCC 11.2    | Agency shall begin carrying out of the Services not later than 2 days after the Effective Date   |
| GCC 14.1    | A Performance Security shall be required]<br>The Performance Security amount is 10% of Contract Price per package  |
| GCC 14.3    | The currency of the Performance Security shall be INR<br>The Format to be used for Performance Security shall be as appended in the Section VIII Contract Forms  |

|                     |  |
|---------------------|--|
| <i>GCC 14.4</i>     | Performance security shall be discharged not later than..... days following the date of acceptance of the final report by the Employer.  |
| <i>GCC 18.2</i>     | The liquidated damages for the Services shall be 0.5% of the contract value for each week up to a maximum deduction of a percentage i.e. 10%                                     |
| <i>GCC 24.2</i>     | The law for arbitration is: Indian Arbitration and Conciliation Act, 1996.   |
| <i>GCC 24.4</i>     | The place of arbitration shall be: Bhubaneswar, India  |
| <i>GCC 29.1</i>     | The minimum insurance amounts and risk coverage shall be: It is the responsibility of the Agency to ensure Insurance & Risk Coverage of the Personnel deployed in the Assignment |
| <i>GCC 30.1 (c)</i> | Agency's Action requiring Employer's prior approval: As per <i>GCC</i> Clause 30.1 (a & b)   |
| <i>GCC 34.7</i>     | Agency shall not provide a Resident Project Manager.   |
| <i>GCC 37.1</i>     | Payment method shall be lump sum payment<br><br>The Contract price is: Fixed   |
| <i>GCC 37.2</i>     | In case of lump sum payment method the payment schedule shall be as follows:<br><br>As indicated in Section V (Terms of Reference) of this RFP                                   |
| <i>GCC 37.6 (f)</i> | The payment shall be made through any or a combination of the following options:<br><br>Through a cheque favouring the Agency  |

**Section VIII - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract.

**C. Letter of Acceptance**

.....*date*.....

To: ..... *name and address of the Agency*.....

Subject: ..... *Notification of Award Contract No.*.....

This is to notify you that your Proposal dated .... *date*... for execution of the .....  
..*name of the contract and identification number*, for the Accepted Contract Amount of  
the equivalent of ..... *amount in numbers and words and name of currency* .....  
., as corrected and modified in accordance with the Instructions to Agencies is hereby  
accepted by our Agency.

You are requested to furnish the Performance Security within 21 days of the notification  
of the award in accordance with the Conditions of Contract, using for that purpose the  
proforma of the Performance Security Form included in Section VIII (Contract Forms)  
of the RFP Document.

Authorized Signature: .....

Name and Title of Signatory.....

Name of Agency: .....

Attachment: Contract Agreement

## D. Contract Agreement

THIS AGREEMENT made on the . . . . .day of . . . . ., between . . . . .  
. . . . . *name of the Employer*. . . . . (hereinafter "the Employer"), of the one part, and . . . . .  
. . . . . *name of the Agency*. . . . .(hereinafter "the Agency"), of the other part:

[Note: If the Agency consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Agency's obligations under this Contract, namely, [name of Agency] and [name of Agency] (hereinafter called the "Agency").]

WHEREAS the *Employer* desires that the *Services* known as . . . . . *name of the Contract*. . . . . should be executed by the *Agency*, and has accepted a Proposal by the *Agency* for the execution and provision of these *Services*.

The *Employer* and the *Agency* agree as follows:

1. In this *Agreement* words and expressions shall have the same meanings as are respectively assigned to them in the *Contract* documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this *Agreement*. This *Agreement* shall prevail over all other *Contract* documents.
  - (a) the *Letter of Acceptance*
  - (b) the *Completed Proposal Form*
  - (c) the *Addenda Nos* . . . . . *insert addenda numbers if any*. . . . .
  - (d) the *Particular Conditions*
  - (e) the *General Conditions*;
  - (f) the *Completed Schedules and Appendices*,
3. In consideration of the payments to be made by the *Employer* to the *Agency* as indicated in this *Agreement*, the *Agency* hereby covenants with the *Employer* to execute the *Services* in conformity in all respects with the provisions of the *Contract*.
4. The *Employer* hereby covenants to pay the *Agency* in consideration of the execution and provision of the *Services*, the *Contract Price* or such other sum as may become payable under the provisions of the *Contract* at the times and in the manner prescribed by the *Contract*.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . *name of the country* . . . .on the day, month and year indicated above.

Signed by.....  
for and on behalf of the Employer

Signed by.....  
for and on behalf the Agency

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

## Appendix A: Description of Services

[Note: This Appendix will include the final Terms of Reference worked out by the Employer and the Agencies during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.]

## Appendix B: Reporting Requirements

[Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."]

Appendix C: Key Personnel and Sub-Agencies- days of Work for Key Personnel, agreed schedule of rates etc.

[Note: List under the Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel and Sub-Agencies. List here the days of work for Key Personnel, agreed schedule of rates, reimbursements etc.



E. Performance Security

*Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: .....*Name and Address of Employer* .....

Date: .....

Performance Guarantee No.: .....

We have been informed that . . . . . *name of the Agency*. . . . . (hereinafter called "the Agency") has entered into Contract No. . . . . *reference number of the Contract*. . . . . dated . . . . . with you, for the execution of . . . . . *name of contract and brief description of Services*. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Agency, we . . . . . *name of the Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures* . . . . . (*amount in words*. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Agency is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , .., and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the rule.....

.....  
Seal of Bank and Signature(s)