

INDORE MUNICIPAL CORPORATION



**REQUEST FOR PROPOSAL
FOR
SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE
BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER
INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN
OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF
RESCUED BEGGARS**

NIT No.: 477 DATED 13.11.2021

INDORE MUNICIPAL CORPORATION, Indore

***SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR
REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF
BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED
BEGGARS***

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the INDORE MUNICIPAL CORPORATION (the Authority) or any of its employees or advisors is final and binding. The same is provided in the terms and conditions of this document.

This RFP is not agreement and is neither an offer nor invitation by the authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

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

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage (from NIT Publication till issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder JV or Contractor, as the case may be for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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PART I

Section 1. Notice Inviting Tender

**SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR
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NIT No.: 477**Date: 13 -11-2021****Notice Inviting Tender**

Online proposals are invited from reputed organization for association as NGO. Tender forms may be purchased online by the NGO / firm having relevant experience.

S. No.	Name of Work	Cost of Tender Form	Earnest Money Deposit	Duration
1.	SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS	10,000.00 (INR Ten Thousand)	4,00,000.00 (INR Four lakhs)	12 Months [One (1) Year]

Key Dates: -

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	03.12.2021 Till 1730 Hrs.
2.	Last date for submission of tender (Online)	03.12.2021 Till 1730 Hrs.
3.	Technical bid opening (Online)	04.12.2021 From 1730 Hrs.
4.	Pre-Bid meeting	18.11.2021 at 1500 Hrs.

Notes: -

- I. Tender Document and other details shall be available on Website-www.mptenders.gov.in and www.imcindore.org
- II. Amendment to NIT, if any would be published on website only.
- III. The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan.

**Sd/-
Deputy Commissioner
DAY-NULM
Indore Municipal Corporation**

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Instructions to Bidders

A. General Provisions

<p>1. Definitions</p>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in the EMPLOYER’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(c) “Bank” means Nationalised / Scheduled Commercial Banks.</p> <p>(d) “EMPLOYER” means the implementing agency that signs the Contract for the Services with the selected Bidder.</p> <p>(e) EMPLOYER’s Personnel” is as defined in Clause GCC 1.1 (e).</p> <p>(f) “Bidder”/ “NGO” means a legally established professional Non- Governmental Organization registered under Indian Trust Act, 1882 / Societies Registration Act, 1860 / Companies Act, 2013 or an entity that may provide or provides the Services to the EMPLOYER under the Contract.</p> <p>(g) “Contract” means a legally binding written agreement signed between the EMPLOYER and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(h) “Data Sheet” means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the EMPLOYER. It excludes the EMPLOYER’s official public holidays.</p> <p>(j) “Experts” means, collectively, Professionals, Non-Professionals, or any other personnel of the Bidder.</p> <p>(k) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the EMPLOYER) with proof of receipt;</p> <p>(l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all</p>
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	<p>business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the EMPLOYER for the performance of the Contract.</p> <p>(m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract</p> <p>(n) “ITB” (this Section 2 of the RFP) means the Instructions to Bidders that provides the shortlisted Bidders with all information needed to prepare their Proposals.</p> <p>(o) “IMC” means the INDORE MUNICIPAL CORPORATION</p> <p>(p) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.</p> <p>(q) “RFP” means the Request for Proposals to be prepared by the EMPLOYER for the selection of Bidders, based on the SPD - RFP.</p> <p>(r) “Services” means the work to be performed by the Bidder pursuant to the Contract.</p> <p>(s) “Sub-Bidder” means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the EMPLOYER during the whole performance of the Contract.</p> <p>(t) “Terms of Reference (TORs)” (this Section 6 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the EMPLOYER and the Bidder, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The EMPLOYER named in the Data Sheet intends to select a Bidder from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.</p> <p>2.3 The Bidders should familiarize themselves with the conditions of the assignment and take them into account in preparing their Proposals, including attending a pre-proposal conference if the same is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Bidders’ expense.</p>

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	2.4 The EMPLOYER will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the Data Sheet .
3. Contents of the Bid Document	<p>3.1 The Bid Document shall comprise of the following unless specified in the Bid Data Sheet:</p> <ol style="list-style-type: none"> 1. NIT with all amendments. 2. Instructions to Consultant, 3. Conditions of Contract: <ol style="list-style-type: none"> i. Part I General Conditions of Contract and Contract Data; and ii. Part II Special Conditions of Contract. 4. Specifications 5. Drawing 6. Priced Bill of Quantities 7. Technical and Financial Bid 8. Letter of Acceptance 9. Agreement and 10. Any other document(s), as specified
4. Conflict of Interest	<p>4.1 The Bidder is required to provide professional, objective, and impartial services, at all times holding the EMPLOYER's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>4.2 The Bidder has an obligation to disclose to the EMPLOYER any situation of actual or potential conflict that impacts its capacity to serve the best interest of the EMPLOYER. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.</p> <p>4.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
a. Conflicting Activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the EMPLOYER to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>

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b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments</u> : a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another EMPLOYER.
c. Conflicting Relationships	(iii) <u>Relationship with the EMPLOYER's staff</u> : a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the EMPLOYER (or of the EMPLOYER, or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
5. Unfair Competitive Advantage	5.1 Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the EMPLOYER will indicate in the Data Sheet and make available to all the Bidders together with this RFP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.
6. Fraud and Corruption	<p>The EMPLOYER requires that bidders observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the EMPLOYER:</p> <ul style="list-style-type: none"> i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract. <p>For the purposes of this provision, the terms set forth above are defined as follows:</p> <ul style="list-style-type: none"> a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; b. “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; c. “coercive practice” means impairing or harming, or

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	<p>threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>d. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p>
7. Eligibility	<p>7.1 The EMPLOYER permits Bidders (NGOs – Trust, Society, Section-8 Company) Registered under the governing acts in India from eligible countries (Refer Bid Data Sheet) to offer services stated in the ToR.</p> <p>7.2 Furthermore, it is the Bidder’s responsibility to ensure that its Experts, Sub-Bidders, agents (declared or not), NGOs, suppliers and/or their employees meet the eligibility requirements as established in this RFP.</p> <p>7.3 As an exception to the foregoing ITB 6.1 and ITB 6.2 above:</p>
a. Prohibitions	<p>7.3.1 Firms and individuals of a country may be ineligible if so, indicated in Data Sheet and:</p> <p>(a) as a matter of law or official regulations, the EMPLOYER’s country prohibits commercial relations with that country, provided that such exclusion does not preclude effective competition for the provision of Services required; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the EMPLOYER’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
b. Restrictions for State-Owned Enterprises	<p>7.3.2 State-owned enterprises or institutions in the Employers’ country may be eligible to compete and be awarded a contract only if they can establish, in a manner, that they:</p> <p>(i) are legally and financially autonomous,</p> <p>(ii) operate under commercial law, and</p> <p>(iii) are not under supervision of the EMPLOYER.</p>
c. Restrictions for Public Employees	<p>7.3.3 Government officials and civil servants of the Employers’ country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Bidder’s Proposal unless:</p>

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	<p>(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and</p> <p>(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the EMPLOYER.</p>
d. Employer Debarment	7.3.4 A firm that is under a sanction of debarment by the EMPLOYER from being awarded a contract is eligible to participate in this procurement, the EMPLOYER, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
B. Preparation of Proposals	
8. General Considerations	8.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
9. Cost of Preparation of Proposal	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the EMPLOYER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The EMPLOYER is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
10. Language	10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the EMPLOYER, shall be written in the language(s) specified in the Data Sheet .
11. Documents Comprising the Proposal	<p>11.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>11.2 If specified in the Data Sheet, the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, the EMPLOYER country's laws against fraud and corruption (including bribery).</p> <p>11.3 The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>

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12. Only One Proposal	<p>12.1 The Bidder (including the individual members) shall submit only one Proposal. If a Bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Bidder, or the Bidder's staff from participating as Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
13. Proposal Validity	<p>13.1 Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by the EMPLOYER in accordance with ITB 13.1.1.</p> <p>13.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Experts, the proposed rates and the total price.</p> <p>13.3 If it is established that any Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITB 5.</p>
a. Extension of Proposal Validity	<p>13.4 The EMPLOYER will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the EMPLOYER may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>13.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Experts, except as provided in ITB 12.7.</p> <p>13.6 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Experts at Validity Extension	<p>13.7 If any of the Experts become unavailable for the extended validity period, the Bidder shall seek to substitute another Expert. The Bidder shall provide a written adequate justification and evidence satisfactory to the EMPLOYER together with the substitution request. In such case, a substitute Expert shall have equal or better qualifications and experience than those of the originally proposed Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>13.8 If the Bidder fails to provide a substitute Expert with equal or better qualifications, or if the provided reasons for the</p>

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	replacement or justification are unacceptable to the EMPLOYER, such Proposal will be rejected.
c. Sub-Contracting	13.9 The Bidder shall not subcontract the whole of the Services.
14. Clarification and Amendment of RFP	<p>14.1 The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the EMPLOYER's address indicated in the Data Sheet. The EMPLOYER will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all the Bidders through Public Procurement Portal. Should the EMPLOYER deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>14.1.1 At any time before the proposal submission deadline, the EMPLOYER may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Bidders through Public Procurement Portal and will be binding on them.</p> <p>14.1.2 If the amendment is substantial, the EMPLOYER may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.</p> <p>14.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
15. Preparation of Proposals Specific Considerations	<p>15.1 While preparing the Proposal, the Bidder must give particular attention to the following:</p> <p>15.1.1 If a Bidder considers that it may enhance its expertise for the assignment by associating with other Bidders in the form of a Joint Venture or as Sub-Bidders, it may do so with other Bidder(s), if permitted in the Data Sheet. In all such cases a Bidder must obtain the written approval of the EMPLOYER prior to the submission of the Proposal.</p> <p>15.1.2 The EMPLOYER may indicate in the Data Sheet the estimated Experts' time input (expressed in person-month) or the EMPLOYER's estimated total cost of the assignment, but not both. This estimate is</p>

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	indicative, and the Proposal shall be based on the Bidder's own estimates for the same.
16. Technical Proposal Format and Content	<p>16.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Bidder shall not propose alternative Experts. Only one CV shall be submitted for each Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>16.2 Depending on the nature of the assignment, the Bidder is required to submit a Technical Proposal as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
17. Financial Proposal	<p>17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Resources deployed, (b) reimbursable expenses indicated in the Data Sheet.</p>
a. Price Adjustment	<p>17.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the Data Sheet.</p>
b. Taxes	<p>17.3 The Bidder and its Sub-Bidders and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the EMPLOYER's country is provided in the Data Sheet.</p>
c. Currency of Proposal	<p>17.4 The Bidder may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p>
d. Currency of Payment	<p>17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
18. Procedure for Participation in E-Tendering	<p>18.1 The procedure for participation in e-tendering is given in the Bid Data Sheet.</p>

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<p>19. Submission, Sealing, and Marking of Proposals</p>	<p>19.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB 10 (Documents Comprising Proposal). Bidders shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Bidder has the option of submitting its Proposals electronically.</p> <p>19.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.</p> <p>19.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>19.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>19.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment] “, [reference number], [name and address of the Bidder], and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>19.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” “[Name of the Assignment], [reference number], [name and address of the Bidder]”, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>19.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the EMPLOYER</p>
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	<p>and bear the submission address, RFP reference number, the name of the assignment, the Bidder's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>19.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the EMPLOYER will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>19.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the EMPLOYER no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the EMPLOYER after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
20. Confidentiality	<p>20.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the EMPLOYER on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITB are where the EMPLOYER notifies Bidders of the results of the evaluation of the Technical Proposals.</p> <p>20.2 Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the EMPLOYER in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Bank's sanctions procedures.</p> <p>20.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the EMPLOYER, it shall do so only in writing.</p>
21. Earnest Money Deposit (EMD)	<p>21.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Data Sheet.</p> <p>21.2 The EMD shall be transfer using Debit card/ credit card / net banking or system generated challan in favour of name and particulars given in Bid Data sheet, it should be for period of minimum six months after the date of receipt of the bid.</p> <p>21.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.</p> <p>21.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.</p>

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	<p>21.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.</p> <p>21.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.</p>
22. Opening of Technical Proposals	<p>22.1 The EMPLOYER's evaluation committee shall conduct the opening of the Technical Proposals ONLINE. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITB 23.</p> <p>22.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
23. Proposals Evaluation	<p>23.1 Subject to provision of ITB 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded</p> <p>23.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITB 12.7. While evaluating the Proposals, the EMPLOYER will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
24. Evaluation of Technical Proposals	<p>24.1 The EMPLOYER's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
25. Financial Proposals for QBS	<p>25.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Bidder is invited to negotiate the Contract.</p> <p>25.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the</p>

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	<p>technically top-ranked Bidder is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p>26. Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>26.1 After the technical evaluation is completed and the, the EMPLOYER shall notify those Bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and <p>26.2 The EMPLOYER shall simultaneously notify in writing those Bidders whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion; <p>26.3 The opening date shall be no less than One (1) Business Days from the date of notification of the results of the technical evaluation, described in ITB 23.1 and 23.2. However, if the EMPLOYER receives a complaint on the results of the technical evaluation within the three (3) Business Days, the opening date shall be subject to approval from the authority</p> <p>26.4 The Financial Proposals shall be opened online and successful bidder shall be communicated accordingly.</p>
<p>27. Correction of Errors</p>	<p>27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>28. Taxes</p>	<p>28.1 The EMPLOYER's evaluation of the Bidder's Financial Proposal shall exclude taxes and duties in the EMPLOYER's</p>

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	country in accordance with the instructions in the Data Sheet .
29. Conversion to Single Currency	29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
30. Combined Quality and Cost Evaluation (Quality and Cost-Based Selection (QCBS))	30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
D. Negotiations and Award	
31. Negotiations	<p>31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.</p> <p>31.2 The EMPLOYER shall prepare minutes of negotiations that are signed by the EMPLOYER and the Bidder's authorized representative.</p>
a. Availability of Experts	<p>31.3 The invited Bidder shall confirm the availability of all Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITB 12. Failure to confirm the Experts' availability may result in the rejection of the Bidder's Proposal.</p> <p>31.4 Notwithstanding the above, the substitution of Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical Negotiations	31.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the EMPLOYER's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the

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	contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	<p>31.6 The negotiations include the clarification of the Bidder's tax liability and how it should be reflected in the Contract.</p> <p>31.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p>
32. Conclusion of Negotiations	<p>32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant's authorized representative.</p> <p>32.2 If the negotiations fail, the Employer shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so.</p>
33. Notification of Award	<p>33.1 The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.</p> <p>33.2 The Contract Award Notice shall be published on the Employer's website (Public Procurement Portal) with free access if available</p>
34. Performance Security	<p>34.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> a) If an Applicant engages in any of the Prohibited Practices specified in Clause 3 (b) of this RFP; b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3; and c) if the Selected Applicant commits a breach of the Agreement. <p>34.2 An amount as defined in the Data Sheet shall be deemed to be the Performance Security for the purposes of this Clause 35, which may be forfeited and appropriated in accordance with the provisions hereof.</p>
35. Signing of Contract	<p>35.1 The Contract shall be signed prior to the expiry date of the Proposal validity or any extension thereof.</p>

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	35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .
36. Procurement Related Complaint	36.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet .

-----END OF ITB-----

Section 2. Instructions to Bidders

E. Data Sheet

ITB Reference	A. General
2.1	Name of the Employer: INDORE MUNICIPAL CORPORATION Method of selection: Quality Cost Based Selection (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes, Proposals to be submitted Online on the Public Procurement Portal https://mptenders.gov.in The name of the assignment is: OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY AND RESCUE OF BEGGARS
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 18/11/2021 at 1500 Hrs. Address: Indore Municipal Corporation Website: www.imcindore.org Contact person/conference Convenor: Sh. Narendra Sharma, Deputy Commissioner
2.4	The EMPLOYER will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: The Bidders can access all the information available on the Public Procurement Portal Website: https://mptenders.gov.in
5.1	The proposals are invited based on the information specified in the ToR (Terms of reference). Bidders may raise their queries at any time prior to the Pre-Proposal Conference (Pre-Bid Meeting)
7.3.1	Employer's Country: India. A list of debarred firms and individuals are available on Departments' website

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B. Preparation of Proposals	
10.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
11.1	<p>The Proposal shall comprise the following:</p> <p>The bid submitted online by the bidder shall be in the following parts:</p> <p>Part 1 – This shall be known as Envelope A and would apply for all bids. Envelope A shall contain the following as per details given in the Bid Data Sheet:</p> <ul style="list-style-type: none"> i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet ii. Payment of the cost of Bid Document; iii. Proof/details of Earnest Money transfer/deposit through Debit card, credit card / inter net banking or system generated challan; and iv. EPF Registration v. An affidavit duly notarized. <p>Part 2 – This shall be known as Envelope B and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online Envelope B shall contain a self-certified sheet duly supported by TECH FORMS as prescribed and enclosed with the Bid Data Sheet.</p> <p>Part 3 – This shall be known as Online Envelope C and would apply to all bids. Envelope C shall contain financial offer along with FIN FORMS as prescribed and enclosed with the Bid Data Sheet.</p>
11.2	<p>Statement of Undertaking is required: Yes</p> <p><i>[Refer to paragraph (f) in Form TECH-1]</i></p>
11.1	Bidders are not permitted to participate in more than one proposal
13.1	Proposals shall be valid until 120 calendar days after the proposal submission deadline

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14.1	<p>Clarifications may be requested no later than 15 (fifteen) calendar days prior to the submission deadline</p> <p>The contact information for requesting clarifications is:</p> <p>Indore Municipal Corporation</p>
15.1.1	<p>Bidders may associate with: Only Individual Experts</p> <p>Any JV/ Consortium is not allowed</p>
15.1.2	<p>Estimated input of Manpower: 972 Man months (Approximately)</p>
16.2	<p>The format of the Technical Proposal to be submitted is: Technical Proposal</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
17.1	<p><i>Reimbursable expenses may be given as follows:</i></p> <p>(1) <i>Vehicle Expenses: To be Paid as per actuals upon submission of Invoice</i></p> <p>(2) <i>One time Capital Expenses – Payable on submission of Invoice</i></p> <p>(3) <i>Monthly Consumables – According to the Quoted Rates</i></p> <p>(4) <i>Other allowances where applicable and provisional or fixed sums (if any)]</i></p>
17.2	<p>A price adjustment provision applies to remuneration rates: With Mutual agreement of the Employer and Successful Bidder</p>
17.3	<p>The Bidder's Quote shall be inclusive of all applicable charges, taxes and duties. Only Goods & Service Tax or GST shall be paid in addition to the Quoted Amount.</p>
17.4	<p>The Financial Proposal shall be stated in INR (Indian National Rupees).</p>
17.5	<p>Payments under the Contract shall be made in INR (Indian National Rupees).</p>
C. Submission, Opening and Evaluation	
18.1	<p>Bidders to refer Annexure -1 to this Bid Data Sheet</p>
19.1	<p>The Bidders have to submit their Proposals electronically only on the Public Procurement Portal only.</p>

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	Website: www.mptenders.gov.in
19.4	The Bidder must submit: (a) Technical Proposal: Online (b) Financial Proposal: Online The bidder to follow the procedure for e-tendering as stated in Annexure-A
19.7 and 19.9	The Proposals must be submitted no later than: Date: 03/12/2021 Proposals to be submitted Online
20.1	Ernest Money Deposit INR Four Lakhs Only (4,00,000.00_-)
22.1	Technical Proposals shall be opened online only.
22.2	The following information will be specified on the technical evaluation sheet of the Bidder's Technical Proposals: Name of the firm along with their eligibility for the specified work.
24.1	All the Bidders are mandatorily required to attach the following self-declarations as a part of their proposal: <ul style="list-style-type: none"> • A self-declaration to certify that they have not been excluded by any state agency for non-performance in the last three years. • A self-declaration to certify that they are not directly or indirectly affiliated to any other shortlisted Bidder or their associate or are under common control with any of them. Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

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	S. No	Criteria	Max. Points
	1.	Bidder should be a non-government organization with 1. 12AA and 80G registration. 2. Association with at least 100 Self-Help Group [SHG] with atleast 10 members in each group	10
	2.	Specific experience of the NGO relevant to the Assignment during the last 5 (Five) years i.e. since FY 2015-16; to 2020-21 • Minimum two projects in the social sectoral support (15) • One Project of Similar Nature (vulnerable section) (5) Note: Value of the assignments (projects) should not be less than INR 10 Lakhs	20
	3.	Organisation should have minimum 30 personnel employed (List of Employees to be submitted)	10
	4	NGO should have certifications for Skill Training from recognized institution of Government of India 5 marks for each trade: Minimum 3 Nos. certification required for full Marks	15
	5	Bidder Should have Average annual turnover of last 3 years of INR 45 Lakhs (Amount equivalent to one month for O&M of the centre)	10
	6.	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (ToR)	5
	7.	Experts' qualifications and competence for the Assignment <i>{Notes to NGO: each position number corresponds to the same for the Experts in Form TECH-6 to be prepared by the Bidder}</i> • Position K-1: Team Leader cum Centre Manager: (10marks) • Position K-2: Medical Officer: (10 marks) • Position K-3: Counsellor (2 Resources): (10 marks) Following CVs would be considered for evaluation: Team Lead (1), Medical Officer (1), Counsellors – 2 CVs	30
Total Marks			100
The minimum technical score (St) required to pass is: <u>80</u> Method of Selection QCBS- 80:20			
26.1	The evaluation committee will be formed as per the directions of Commissioner- IMC		

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	Following the completion of the evaluation of the Technical Proposals, the EMPLOYER will notify all Bidders of the location, date and time of the public opening of Financial Proposals through Public Procurement Portal only
26.4	An online option of the opening of the Financial Proposals is offered: Yes
28.1	Bidder to quote the rates exclusive of Goods and Service Tax or GST only. All the other charges, taxes, duties are deemed to be considered in the quoted values.
30.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p style="text-align: center;">T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights</p> <p>T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1 as following:</p> <p style="text-align: center;">$S = St \times T\% + Sf \times P\%.$</p>
	D. Negotiations and Award
34.1	<p>Performance Security</p> <p>Successful Bidder to submit Performance Security in the form of Bank Guarantee / DD in favor of Commissioner - Indore Municipal Corporation for an amount equal to 5% of Contract Amount</p>

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32.2	As defined in the LoA and Subsequent Workorder
35.2	The date of commencement shall be specified in the Letter of Acceptance (LoA) or Work Order (WO) issued to the bidder.
36.2	Bidder may submit the complaints to the Commissioner – Indore Municipal Corporation any time prior to the award of work. Post the work awarded, any such complaints shall not be entertained by the employer.

-----END OF DATA SHEET-----

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Annexure-1

Procedure for Participation in e-tendering

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75- 100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to

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participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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Section 3. Technical Proposal – Standard Forms

{Notes to Bidder shown in brackets { } throughout Section 3 provide guidance to the Bidder to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
TECH-1	Letter of Proposal
TECH-2	Bidder's Organization and Experience
TECH-3	Affidavit
TECH-4	Financial Capacity of the Applicant
TECH-5	Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference
TECH-6	Power of Attorney
TECH-7	Particulars of Bidder's Personnel
TECH-8	Abstract of assignments
TECH-9	Bidder's Assignment
TECH-10	Curriculum Vitae

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Bidder who signs the Proposal.

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FORM TECH-1

LETTER OF PROPOSAL

(On Applicant's letter head)

To,

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

Sub: APPOINTMENT OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY AND RESCUE OF BEGGARS

Dear Sirs:

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as NGO (the "NGO") for **OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS** in Indore City. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the NGO, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the NGO for **OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS**.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or

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judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the NGO, without incurring any liability to the Applicants in accordance with the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as an NGO.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of NGO or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the RFP.

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16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the NGO, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the NGO, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name, and designation of the authorised signatory)
(Name and seal of the Applicant)

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FORM TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

PARTICULARS OF THE BIDDER

S.N.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid registration of Bidder in appropriate class through centralized registration of Govt. of MP Registration no..... date.....	(Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	Details of Authorized Representative	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	
17.	GST No.	

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FORM TECH-3

|| AFFIDAVIT ||

(To be contained in Envelope A) (On Non-Judicial Stamp of Rs.100)

I/We _____ who is/are

_____ (status I the firm/ company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm on oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for

_____ [Name of work] dated _____ issued by the
_____ [Name of the department]

I/we am/ are fully responsible for the correctness of following self-certified information/ documents and certificates.

1. That are self-certified information given in the bid document is fully true and authentic
2. That:
 - i. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the bank are authentic
 - ii. Information regarding financial qualification and annual turnover is correct
 - iii. Information regarding various technical qualification is correct
3. No close relative of the undersigned and our firm / company is working in the department

OR

Following close relatives are working in the department.

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (Bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

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FORM TECH-4**FINANCIAL CAPACITY OF THE APPLICANT****Requirements:**

Average annual turnover of the organisation to be provided in the following format for the last 3 financial years;

Financial Information			
Financial Year	2018-19	2019-20	2020-21
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
<p>Note:</p> <p>i. Annual turnover of works should be certified by chartered accountant.</p> <p>Mandatory Supporting Documents:</p> <p>ii. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed.</p>			

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FORM TECH-5

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s). {Please do not repeat/copy the TORs in here.}}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the EMPLOYER), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Professionals, Non-Professionals and relevant technical and administrative support staff. }

Word Limit: 1000 Words

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FORM TECH-6

POWER OF ATTORNEY

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as NGO for the **OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS** for INDORE MUNICIPAL CORPORATION (the “Authority” / the “EMPLOYER”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

INDORE MUNICIPAL CORPORATION

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FORM TECH-7**PARTICULARS OF KEY PERSONNEL**

S.No.	DESIGNATION OF KEY PERSONNEL	NAME	EDUCATIONAL QUALIFICATION	LENGTH OF PROFESSIONAL EXPERIENCE ¹
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
.				
.				
.				
30				

¹ Experience relevant to similar nature of Projects of Social Sector shall only be specified.

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FORM TECH-8**ABSTRACT OF ASSIGNMENTS² OF THE APPLICANT**

S.No.	NAME OF THE ASSIGNMENT	NAME OF CLIENT	VALUE OF THE PROJECT / ASSIGNMENT	QUANTUM OF WORK ALLOTTED TO THE NGO
1	2	3	4	5
1				
2				
3				

Certificate from the Statutory Auditor of [Name of Company]

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

² Assignments relevant to the scope of work referenced in ToR shall only be specified. List of all the contracts executed in last 5 Years

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FORM TECH-9**ASSIGNMENTS³ OF THE APPLICANT**

1	Project Category and Sub-Category
2	Name of company:
3	Assignment name:
4	Description of Assignment:
5	Approx. value of the contract (in Rupees):
6	Country and Location within country:
7	Duration of Assignment/job (months) :
8	Brief Description of the Project and NGOs Role
9	Name of Client (with address and Contact Information):
10	Efforts Involved (Man Hours / Man Days / Man Months)
11	Start date (month/year):
12	Completion date of Contract (month/year):
13	Name of senior professional staff of the NGO involved and functions performed.
14	Description of activities performed within the Assignment:
15	Impact of the Project on the Society and Exposure of NGO in the Project

³ Assignments relevant to the scope of work referenced in ToR shall only be specified. Details of atleast 5 (Five) contracts executed in last 3 Years

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FORM TECH-10

CURRICULUM VITAE (FORMAT)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{ day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the EMPLOYER, and/or sanctions by the Bank.

{ day/month/year}

Name of Expert

Signature

Date

{ day/month/year}

Name of authorized
Representative of the Bidder
(the same who signs the Proposal)

Signature

Date

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Section 4. Financial Proposal - Standard Forms

{*Notes to Bidder* shown in brackets { } provide guidance to the Bidder to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted. }

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Letter

FIN-2 Financial Bid Form

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FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION LETTER

(On Applicant's letter head)

(Date and Reference)

To,

Commissioner,

INDORE MUNICIPAL CORPORATION

Indore, Madhya Pradesh – 452003

Dear Sir,

Subject: Selection of NGO For Operation And Management of The Beggar Rehabilitation Cum Skill Development Centre Including Survey, & Rescue of Beggars, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as NGO for OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS for INDORE MUNICIPAL CORPORATION as indicated above.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature and name of the Bidder)

Address:

Mobile No: E-mail ID:

INDORE MUNICIPAL CORPORATION

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FORM FIN-2

FINANCIAL BID FORM
(TO BE CONTAINED IN ENVELOPE C)
(to be submitted online only).

S.No.	PARTICULAR OF ITEMS	MONTHLY		YEARLY	
		AMOUNT IN FIGURES	AMOUNT IN WORDS	AMOUNT IN FIGURES	AMOUNT IN WORDS
I	EMPLOYEES REMUNERATION				
II	CONSUMABLES – AS PER TOR				
III	CAPITAL EXPENDITURE – ONE TIME PURCHASABLE ITEMS AS PER TOR	NA	NA		
IV	FOOD EXPENSES				
V	SKILL DEVELOPMENT TRAINING				
VI	ORGANISATION OF WORKSHOPS - AS DEFINED IN TOR				
VII	IEC ACTIVITIES - AS DEFINED IN TOR				
VIII	TRANSPORTATION EXPENSES - AS DEFINED IN TOR				
IX	MISCELLANEOUS EXPENDITURE -AS DEFINED IN TOR	NA	NA	10,00,000	TEN LAKHS
TOTAL					

Total Value in words:

Note:

1. All the amount shall be quoted with a consideration of 100 Beggars to be present at any time in the Centre and 200 Beggars to be rehabilitated monthly.
2. 40% of rescued beggars to be considered for Skill Development and Training.

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Section 5. Terms of Reference (ToR)

Background

The Constitution of India envisages equality, freedom, justice, and dignity of all individuals and implicitly mandates an inclusive society for all. Article 21 of the Constitution provides the Right to Protection of life. Article 38 provides to secure a social order for the promotion of welfare of people by the States. Article 41 provides for making effective provisions for securing the right to work, to educate and to public assistance in case of unemployment, old age, sickness and disablement and in other cases underserved want.

The act of begging has commonly existed in every period of history. Beggary is the act of soliciting or receiving alms in a public place for earning livelihood, whether or not under any pretense such as singing, dancing, fortune-telling, performing or offering any article for sale. This act forms the source for labour disrespect decrease of human respect and damage of social and individual structure through violation of a number of humanitarian and religious feelings. For that reason, beggary stands before us as a psycho-social problem that has to be fought against and solved.

Beggary is the consequence of destitution, a situation of extreme vulnerability with multiple dimensions. Persons experiencing destitution live in a vicious cycle of poverty, homelessness, powerlessness, stigmatization, discrimination, exclusion and material deprivation, all of which mutually reinforce each other. Poverty or abandonment amongst homeless persons, persons affected with leprosy, the differently abled, persons with mental disabilities, the old, infirm and others in similar situations forced many people to adhere to begging. A substantial percentage of people who are found begging are persons with disability, infirm or affected by illnesses such as leprosy.

State laws on begging differ fundamentally in their approach towards the treatment of children found seeking alms. Under the Juvenile Justice (Care and Protection of Children) Act, 2015, children found begging are treated as victims in need of care and protection to be dealt with by child welfare committees. Some of the state laws, on the other hand, treat them as criminals who can be sent to an institution. The Beggars (Protection, Care and Rehabilitation) Model Bill of 2016 aims to set up a rehabilitative framework for people found begging. It does not criminalize begging, other than for repeated and organized begging, and does not allow for detention of dependents. It focuses instead on providing protection, care and support.

In order to bring the destitute section of the society indulged in the act of begging to the mainstream, **Ministry of Social Justice and Empowerment** has started a National Campaign

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for Comprehensive rehabilitation of People currently engaged in Begging. In the first phase of the Campaign **Indore** has been selected among the 10 cities nationwide.

Indore Municipal Corporation has started the full-fledged implementation of campaign and is working towards making Indore Beggar Free.

Project Detail

There are approximately 2500-3000 beggars in the city boundary of Indore and out of the this around 20% are children, 30% are females. The beggars in Indore are a mix of

3. Old age people (Left unattended by their family)
4. Differently abled
5. Children (primarily orphan)
6. Adults indulged in addictions
7. Adults suffering from Depression
8. Migrants from different cities

The beggars are primarily spotted near

1. Religious places
2. Bus Stands
3. Railway Station
4. Chowks, & Chouraha (Prominent)
5. Tourist Places
6. Markets and Food Hubs
7. Cremation Center
8. Hotels
9. Picnic Spots & Gardens

Indore Municipal Corporation as a part of the Initiative has developed a Rehabilitation Cum Skill Development Center cum Shelter Home for the destitute section of the society that are involved in the act of begging. In line with the same Indore Municipal Corporation is inviting bids from registered and reputed NGOs for the **Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including survey, & rescue of beggars, kitchen operations, and comprehensive resettlement of rescued beggars.**

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Description of Beggars Resettlement Centre

S. No.	Particulars	Salient Features & Purpose of Use
1	Location	Samaj Kalyan Parisar, Pardeshipura, Indore
2	Total Area of the Centre	Approximately 900 Sqm
3	Halls / Rooms	3 Halls (Each for a capacity of 30-40 persons) 1 Hall with Bathrooms for Male 1 Hall with Bathrooms for Female 1 Hall for Skill Training Centre and Operations Office
4	Kitchen	5m X 18 m Consist of separate areas for cooking operations, Dining Area and Storage
5	Washrooms	6 Nos with each hall with separated WC, Bath Area and Wash Area
6	Play Area and Entertainment Area	Garden in front of the facility

Photographs of the Facility



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Objective:

Indore Municipal Corporation recognizes that beggars are valuable human resource for the society and seeks to create an enabling environment that provides them equal opportunities, protection of their rights and full participation in society. To ensure equitable justice for beggars (Old age, Differently Abled, Children), the initiatives by Indore Municipal Corporation are aimed at

1. To create an enabling environment to ensure equal opportunities, equity, social justice & empowerment of beggars.
2. To encourage voluntary action and participation of all stake holders for ensuring effective implementation of the initiative.
3. To expand outreach activities for rehabilitation of beggars and create facilities for providing appropriate rehabilitation services.
4. To promote individual and group initiatives by beggars for employment, self-employment and other socio-educational services.
5. To facilitate care of children of beggars including leprosy affected persons and encourage mainstreaming of their daughters.
6. To strengthen the existing implementation machinery and create facilities for coverage of all uncovered areas of the state for ensuring complete coverage of beggars.

Scope of Services

Indore Municipal Corporation is inviting the bids from reputed NGOs that are registered under the acts as per the Indian law for the **Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including survey, & rescue of beggars, kitchen operations, and comprehensive resettlement of rescued beggars.**

Indore Municipal Corporation is looking for an NGO that will work in close coordination with all the stakeholders (as defined in Appendix -1) and perform the tasks as stated in **Appendix - 2.**

Broadly the Scope of services include:

1. Identification of Beggars and Conduct Base line survey
2. Consultation workshop with different stakeholders.
3. Conducting meetings with align departments for convergence of schemes.
4. Conducting Field visits & exposure visits.
5. Organizing IEC activities.
6. Sustainable livelihood development
7. Better health & education facilities to be provided to beneficiaries.
8. Creating better housing safety.
9. Efforts to Ending begging Psychology.
10. On the basis of the base line data, NGO shall prepare a Single Line Conceptual Plan, Preparing Action plan which shall be in accordance with data etc. including carrying out necessary revisions as per directions of the authority, so as to enable the employer to take a decision.
11. Preparing for the use of the employer, 4 copies of the contract documents including all drawings, specifications and other particulars.

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12. Assuming full and overall responsibility for supervision & proper execution of works by agency who are engaged from time to time including control over quantities during the execution to restrict variation, if any.
13. Identify hurdles if delay in implementation of action plan. Recommendations to IMC, Indore remedial measures to expedite the progress.
14. Determine any extension of the project completion schedule & notify the same to IMC, Indore accordingly.
15. Appearing on behalf of the employer before the municipal assessor in connection with settlement of any issue advice in the matter to the employer, if applicable.
16. The Bidder shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.
17. Any other services connected with the works usually and normally rendered by the Bidder, but not referred to herein above.

Detailed Scope of Work

1. Survey and Identification

Bidder is required to deploy 10 personnel as rescue team and 10 Personnel as Social Mobiliser. Bidder shall make use of these resources for performing the baseline survey, identification and mapping of the beggars.

As part of the process Bidder is required to perform following tasks but not limited to:

- a) Survey of the persons engaged in begging
 - Conduct baseline survey for identification of the hotspots
 - Perform a detailed survey and prepare a report with classification
 - i. Based on Gender
 - ii. Based on Age
 - iii. Based on Ability
 - iv. Persons with addictions
 - Evaluation and Classification of accumulated Data
- b) Perform Geo tagging of the Beggars
- c) Mapping of the beggars- Assessment of the family history, and the primary cause that has indulged them in the act of begging.

Bidder / NGO to prepare a plan of action and submit to Authority within 15 days of the award of this contract.

2. Preparation of Implementation Plan

Preparation of work Plan for implementation, Coordination with all the stakeholders (Relevant Government Departments), convergence with different departmental schemes, preparation of Detail Project report, are required to be prepared.

The implementation plan shall include but not limited to:

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1. Tentative time schedule for mobilisation of resources.
2. Plan for rescue of the identified beggars.
3. Plan for Mobilisation (i.e., transportation to the centre) of rescued beggars
4. Medication, Capacity Building,
5. Preparation of Sustainable Livelihood action Plan,
6. Skill mapping.
7. Shifting of old age beggars to Old Age Home
8. Shifting of Child beggars to Schools
9. Detailed plan for kitchen Operations including the staff deployed and supply chain management.
10. Setup of the Skill development and training Centre.
11. Tentative schedule for the skill training to the residents
12. Vehicles to be deployed
13. Details of Entertainment to be provided to the residents
14. Detailed plan of the Operation & Management of the Centre
15. Tentative schedule of Medical Camps, Workshops and IEC activities

3. Rescue and Mobilisation of Beggars

a) Rescue Team / Mobilisers

Bidder (NGO) is required to setup a rescue and mobilisation team with Qualified and Competent Staff as per the assessment of the baseline report and in consultation with the authority. The primary task of the rescue team are as follows but not limited to:

1. Discussion with the persons involved in the act of begging and persuading them to move to the centre.
2. Assessment of the background of identified person including family details, address, reason behind their begging and other important information necessary for their comprehensive resettlement.
3. Mobilising the identified beggars to the Resettlement Centre.
4. Support the operations team in the proper documentation.
5. Counselling of the family of beggars (if any)
6. Realigning the rescued beggar with his/ her family.
7. Shifting of child beggars to the schools / child stay home / place as advised by the authorities.
8. Shifting of Old age beggars to the Old Stay Home / place as advised by the authorities.
9. Shifting of addicted beggars to Drug deaddiction centres as advised by the authority.
10. Shifting of rescued beggars suffering from Mental Illness to the Mental Asylums / Mental Hospitals/ place as specified by the authority.

b) Capacity Enhancement and Awareness through Community Mobilization

Targeted beggar community in which women / men / children / transgender / old age person / orphans / mentally challenged person / disabled are looked upon disdainful in society. Need to Mainstreaming these people in society in a phase manner. For this many awareness activities, IEC activities & Consultation workshops with different

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stakeholder to be planned. As soon as the baseline survey completes & data classified these activities to be started to evaluate the capacity of individual.

4. Operation and Management of Rehabilitation Centre (Rescue Shelter Home)

a) Organisation of the Entire Campus

- (i) Entertainment Zone
- (ii) Storage area for Kitchen Material
- (iii) Guard Room and Security Room
- (iv) Separate section for Male, Female and Children
- (v) Allocation of space for addicted beggars including children

b) Installation of equipment/ Ancillary materials for operations

- (i) Clothes Drying Stand
- (ii) Washing Machines
- (iii) First Aid Kit (10 Nos.)
- (iv) Wheel Chair and Walkers (as per requirement)
- (v) Plastic Mat (For Exercise)
- (vi) Mattress (Beds will be arranged by IMC)
- (vii) Pillow
- (viii) Bedsheets incl. Pillow Covers
- (ix) TV Sets and Sound System
- (x) Indoor Games
- (xi) Furnitures
- (xii) Computers
- (xiii) Printer
- (xiv) Stationary incl. paper, pen, + Cartridge
- (xv) Projector and its accessories
- (xvi) Fire Extinguishers
- (xvii) Mosquito Net
- (xviii) Insect repellent Machines

c) Basic grooming of rescued beggars

All the rescued beggars shall be provided with following items of necessities:

- (i) Bathing Soap with Soap Case
- (ii) Toothpaste
- (iii) Tooth Brush
- (iv) Comb & Mirror
- (v) Moisturisers / Cream
- (vi) Hair oil
- (vii) Clothes [Basic clothes including undergarments]
 - a. For Male:** Kurta Pajama/ Shirt-Pant/ Woollen Clothes (if needed)
 - b. For Female:** Salwar-Kurti / Saaree/ Woollen Clothes (if needed)
 - c. For Children:** Kurta Pajama/ Shirt-Pant/ Woollen Clothes
- (viii) Sanitary Pads (for Female)
- (ix) Towels
- (x) Napkins
- (xi) Sleepers (Chappal)
- (xii) Socks & Shoes / Sandal
- (xiii) Bag for Keeping personnel Items

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(xiv) Adult and Child Dipers

(xv) Any other as deemed necessary

d) Food Schedule and Kitchen Operation

(i) Setup of kitchen with basic necessities for effective operations and capacity to prepare nutritious food for 120 persons at a time.

(ii) Arrangement of raw material

(iii) Day to day operation of Kitchen

a) Prepare a schedule of meals (Timings of Breakfast, Lunch and Dinner)

b) The Food should be nutritious in all manner and shall be prepared with proper hygiene.

c) Materials used for food preparation shall be of good quality (Bidder shall be totally responsible for use of any material of inferior quality)

d) Provision of food to the residents of the shelter home in special cases other than the specified schedule of Breakfast / Lunch/ Dinner.

e) Maintaining hygiene and discipline in the kitchen operations.

(iv) Appointment of a food safety officer to inspect the quality of food being prepared and safety during Kitchen Operations.

(v) Engagement of women of Self-Help Group (SHG) for cooking operations

(vi) Any other requirements as deemed necessary and directed by the employer with reference to the Quality of food and Safety during the Kitchen Operations.

e) Entertainment of Residents

Bidder to fulfil following minimum requirements

a) Arrangement of entertainment zone to include basic indoor games (Ludo, Carrom, Chess, etc. as deemed necessary or directed by the Employer)

b) Atleast one (1) Picnic / outing to be arranged for the residents of the Rehabilitation Centre.

c) Arrangement to celebrate the festivals.

d) Arrangement of televisions / speakers in both the halls.

e) Medical needs of residents

(i) Bidder to appoint a full-time medical officer at the Centre in order to address any and every emergency during the tenure of this assignment.

(ii) Bidder to Timely organizing Health camps

f) Motivational session for residents

(i) Bidder to arrange for motivational sessions for the residents in periodic intervals (preferably one (1) hour on a daily basis)

(ii) Bidder to arrange for Yoga sessions for the residents to improve their Physical and Mental health.

g) Meetings with the Stakeholders

The NGO head or authorized person shall attend all the review meetings conducted by IMC, Indore from time to time without any extra cost and shall also be available for any

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clarifications and bring out any issues related to the scope of work stated in this RFP.

5. Operation and Management of Skill Development Unit

Setup of Skill Development Unit in the premises of the Rehabilitation Centre at the place identified by the Employer in accordance with **NSDC norms**. Bidder to organise training programs with skilled trainers for following trades:

1. Computer operations
2. Preparation of Paper Bag
3. Preparation of Incense stick (agarbatti)
4. Candle making
5. Pickel preparation
6. Broom manufacturing
7. Papad preparation
8. Recycling products
9. Stitching, Weaving,
10. House help works
11. Cleaning works
12. Waste to best things

The training shall not be limited to above specified trades.

Any other trade can be included in the training programme as deemed necessary based on the Skill Mapping of Rescued Beggars or as directed by the Employer.

6. Comprehensive Resettlement

The targeted community may be a beggar who is physically capable and willing to do labour work or any other work through self-motivation, in place of beggary. These persons need to be engaged in the unskilled works. For rehabilitation as per Assessment & interest of persons, non-formal Skill training to be provided.

Identification of Skill trainings to be done in such a way that target group fulfil the criteria demanded for training. Explore the market demand and do the forward linkages.

Organisation of Workshops

Bidder is required to organise atleast two (2) nos. workshop every month with following audience and submit the details in the fortnightly report.

1. Bidder to organise workshops with the industries and understand their requirements of employees and plan for the inclusion of trained beggars with support from IMC and other stakeholders.
2. Bidder to organise workshops with all the stakeholders as and when necessary to discuss any and every challenge in the execution of the assignment and successful operation of the rehabilitation centre.
3. Bidder to organise employment fairs / Haat
4. Any other camps/ workshops as deemed necessary / as directed by the Employer.

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Organisation of IEC (Information, Education, Communication) Activities

Bidder is required to organise atleast Ten (10) nos. workshop every month to spread the message of social awareness and concept of this visionary initiative of Government of India and Indore Municipal Corporation through:

1. Nukkad Natak
2. Community Meetings
3. Focus Group Discussions
4. Advertisement through announcements / wall paintings (as specified by the employer)
5. Any other as deemed necessary and as directed by the Employer.

Team Composition

Bidder to mobilise the team as specified in Appendix -5

Key Deliverables

- a) Identification of target group across the city and classification of the target group with following information
 - Number of categories of begging in ULBs with detail profile of individuals.
 - A detailed plan for the formation of new CIGs. Number of CIGs to be formed in ULBs.
- a) Development of Rehabilitation sites.
- b) Convergence with social programmes and social security schemes of different departments of the
- c) central, state and local governments.
- d) All CIGs to be linked to banks for credit for establishing Microenterprises.
- e) Sustainable development of beggars and mainstreaming them in society.

Payment Schedule and Milestones

As per Appendix -3

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Appendix -1

S.No.	Stake-Holder
1	Directorate of Urban Administration and Development
2	Indore Municipal Corporation
3	Department of Social Justice and Differently Abled Welfare, Indore
4	Medical and Health Department, Indore
5	Education Department, Indore
6	Labour Department, Indore
7	Department of Commercial and Technical Education, Indore
8	Department of Police Administration, Indore
9	Department of Traffic Administration, Indore
10	Department of Women and Child Development, Indore
11	Department of Minorities, Indore
12	Other concerned department

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Appendix -2

SCOPE MATRIX

S. No.	Description of Task	Responsibility
1	Rehabilitation Centre - Infrastructure	IMC
2	Installation of CCTV for Campus Surveillance	IMC
3	Provision of Beds	IMC
4	Electricity expenses	IMC
5	Water availability	IMC
6	Basic Repair Maintenance of the Centre	IMC
7	Development of a Call Centre for coordination among Rescue Team and to get updates from Public	NGO
8	Survey and Rescue of Beggars	NGO
9	Mobilisation of Beggars to Rehabilitation Centre	NGO
10	Detailed mapping of the background of the rescued beggar	NGO
11	Creation of Id Cards	NGO with support of IMC
12	Providing food to Rescued Beggars including kitchen Operations	NGO
13	Basic grooming of the rescued Beggars	NGO
14	Providing items of basic necessities to Rescued Beggars	NGO
15	Organisation of Medication Camp	NGO

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16	Medical checkup of rescued beggars	NGO with support of IMC and Medical Hospital
17	Skill Mapping of Rescued Beggers	NGO
18	Organising Skill enhancement Training Program	NGO
19	Conducting Surveys for Employment Opportunities assessment	NGO
20	Conducting Workshops with different Government Departments	NGO with support of IMC
21	Organising IEC activities for awareness	NGO
22	Organising workshops to enhance motivation amongst Rescued Beggers	NGO
23	Inclusion of trained beggars in the respective Industry	NGO with support of IMC
24	Development of new employment opportunities Support in Self Employment	NGO with support of IMC
25	Assessment of Child Beggers and preparation of Proposal for their further settlement	NGO with support of IMC & Department of Women and Child Development
26	Mobilisation of rescued children to schools, Child Care Centre	NGO with support of IMC & Department of Women and Child Development
27	Provision of Helpline Number	IMC
28	Resttlement of persons with their Family	NGO with support of IMC
29	Mobilisation of Old Age Beggars to Old Age Home	NGO with support of IMC
30	Arrangement of deaddiction camps for rescued child beggars	NGO with support of IMC
31	Arrangement of deaddiction camps for rescued beggars	NGO with support of IMC
32	Cremation of demised beggars wherein no claim of family member	NGO

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Appendix -3

PATMENT SCHEDULE

Deliverable	Timeline	Payment Break up
Mobilisation Advance *	T + 3 Days	5% of the Contract Amount 1. Upon Submission of Bank Guarantee 2. To be recovered in subsequent payments
D-1: Detailed Inception report with Implementation Plan (incl. resource deployment plan)	T+15 Days	5% of the contract amount
D-2: Procurement of Basic necessities items for First month (items for daily operations)	T+15 Days	Payment to be made as per the Quoted Rates
D-3: One Time Capital Purchase 1. Kitchen Setup with all necessary items and equipment to keep it operational 2. Setup of Skill development centre in the premises	T + 21 Days	Payment to be made as per the Quoted Rates
D-4: Procurement of material for Entertainment, Setup of Furniture, Computer and accessories and other one-time items / Equipment necessary for the Efficient operation of the center. Detailed list shall be as per the Contract Document	T+30 Days	As per actuals, upon Submission of Bills

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Monthly Invoice -

D-5: Monthly Invoice. It includes
The Monthly Invoice to Include –

1. Remuneration of the deployed Human resources as per the Quoted rates and in accordance with the Agreed upon deployment Schedule
2. Invoice of materials consumed in that month (Daily needs as defined in the Contract Document)
3. Monthly expenses on the vehicles deployed for the Operations
4. Monthly expenses for Kitchen
5. Details of Workshops organised
6. Details of IEC activities conducted
7. Reconciliation statement for all items.
8. Any other documents (proof) as required by the Employer

25th Day of the
month

**Upon submission
of Invoice as per
the agreed amount
in the contract
document.**

- 1. T = Day of Signing the Contract Agreement**
- 2. Payment shall be done by IMC (The Employer) within 7 Working days of the submission of Approved Payment Request (Invoice)**
- 3. The payment request shall be approved by designated Official.**
- 4. All the original bills shall be submitted along with the payment request**

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Appendix -4

FORTNIGHTLY REPORT

S.No.	Tasks Performed	W-1	W-2	This Fortnight	Cumulative till Date	Remarks
Part -1 : Rescue of Beggars and Daily Operations						
1	No. of Beggars Identified and Located					
	Male					
	Female					
	Children					
2	No. of Beggars Rescued					
	Male					
	Female					
	Children					
3	No. of Beggars provided with Identity Cards (In case Aadhar is not available)					
	Male					
	Female					
	Children					
4	Detailed Mapping of Beggars					
5	Total volume of meals served (Breakfast =0.5, Lunch=1, Dinner=1)					
6	No. of Beggars provided with items of daily use (as defined in the RFP)					
	Male					
	Female					

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	Children					
7	No. of Beggars provided with Clothes (as defined in the RFP)					
	Male					
	Female					
	Children					
8	No. of Medical Camps Organised					
9	No. of Motivational sessions organised					
10	No. of PICNICS / Festival Celebrations/ Outings Organised					

Part -2 : Comprehensive Resettlement

11	Number of beggars rehabilitated with their families					
	Male					
	Female					
	Children					
12	No. of Old Age beggars Shifted to Old Stay Home					
	Male					
	Female					
13	Number of Children shifted to Schools, Child Stay Home/ Benefitted by any other Schemes					
14	No. of Beggars sent to Metal Assylum					
	Male					
	Female					
	Children					

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15	Number of Beggars shifted to Drug de-addiction center					
	Male					
	Female					
	Children					
16	No. of Skill training WorkShops Conducted with industries & Other Stakeholders					
17	No. of Beggars Trained in the In-house Skill training Programme					
	Male					
	Female					
	Children					
18	No. of Beggars provided with Employment Opportunities (Comprehensive Resettlement)					
	Male					
	Female					
	Children					
19	No. of Workshops Conducted (among the Stakeholders)					
20	No. of IEC Activities Conducted (Awareness among the Society)					
21	Number of People awared about the Initiative of comprehensive resettlement of Beggars					

- 1. The reports shall be submitted no later than 2 days after 15th day and 30th day of the month.**
- 2. The reports shall be presented for verification to the 'Monitoring & Control Committee'**
- 3. The report format is a live document and shall be subjected to change on the advise of 'Monitoring & Control Committee'**
- 4. Children upto Age of 12 to be account for in above report**

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Appendix -5

Tentative Manpower Requirement

S. No.	Description of Personnel	Eligibility / PQ	Tasks	Required Nos. Daily
Management Team				
1	Team Leader cum Centre Manager	Master's in social work with experience of managing similar type of programmes	<ul style="list-style-type: none"> • Responsible for the effective operation of the entire programme • Coordination with other stakeholders • Reporting to the Indian Municipal Corporation • Responsible for organizing medical camps, workshops and IEC activities • Maintaining Health and Hygiene in the campus • Maintaining security in the campus 	1
2	Medical Officer	MBBS, BAMS, BHMS	<ul style="list-style-type: none"> • Responsible for the Health of the residents • Performing necessary checkup of the specific residents as and when required • 	1
3	Yoga Instructor	Yoga Certification	<ul style="list-style-type: none"> • Yoga sessions for the residents 	1
4	Counsellor	BSW, M. Sociology, Minimum 3 Yrs experience	<ul style="list-style-type: none"> • Motivation to the rescued beggars • Persuading the family of the rescued beggars for realignments 	2
5	Office Assistant	BCom , BA, BSC	<ul style="list-style-type: none"> • Responsible for managing day to day operations (Reporting) • Managing the office 	1
6	Store In charge	Bcom , BA, BSC	<ul style="list-style-type: none"> • Maintaining inward – outward registers of procured items 	1
7	Social Mobiliser	Bcom , BA, BSC, BSW	<ul style="list-style-type: none"> • Counselling of rescued beggars and their families • Creating awareness among the public 	10
8	Rescue Team / Survey Team	Atleast Higher Secondary Education	<ul style="list-style-type: none"> • Rescue of beggars • Shifting of rescued beggars to the resettlement center 	10

INDORE MUNICIPAL CORPORATION

SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS

Operational Team				
9	Centre Warden	Experience of 10+ Years of Management	<ul style="list-style-type: none"> Responsible for maintain discipline in the entire campus 	1
10	Male Nurse	B.Sc. Nursing	<ul style="list-style-type: none"> Support the residents for minor ailments 	3
11	Female Nurse	B.Sc. Nursing	<ul style="list-style-type: none"> Support the residents for minor ailments 	3
12	Attendent - Male	Experience of 3+ Years	<ul style="list-style-type: none"> Support the residents in day to day operations 	5
13	Attendent - Female	Experience of 3+ Years	<ul style="list-style-type: none"> Support the residents in day to day operations 	5
14	Security Guard	Experience of 5+ Years	<ul style="list-style-type: none"> Maintaining the register of visitors Maintaining security of the campus 	8
Housekeeping and Others				
15	Barber for Male	-	Hair cut, Shaving of Male	2
16	Barber for Female	-	Hair cut, Shaving of FeMale	1
17	Washerman	-	Washing of clothes -	4
18	Sweeper / Cleaner	-	Cleaning of the complete Campus	6
Kitchen Operations				
19	Head of Kitchen	Experience of Food Preparation of more than 5 Years	<ul style="list-style-type: none"> Responsible for managing the kitchen operation Maintain a register of diet schedule Coordination with members of other teams Responsible for the act of cook and cook helpers 	1
20	Cook	Experience of food preparation for a group of 25 people	<ul style="list-style-type: none"> Preparation of food as per the stipulated diet schedule. Responsible for maintaining hygiene in the kitchen 	5
21	Cook Helper	Experience working in the food business	<ul style="list-style-type: none"> Support cooks in the preparation of food including but not limited to <ul style="list-style-type: none"> Maintaining kitchen hygiene Movement of Raw material from store to Kitchen Providing food to the beneficiaries 	10
22	Food Quality and Food Safety Inspector	Certification from Food Safety and Security Authority of India (FSSAI)/ Other relevant certification	<ul style="list-style-type: none"> Verification of food is being prepared with desired quality Managing the safety during kitchen operation 	1

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PART II

Section 6. Conditions of Contract and Contract Forms

***SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION
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CONTRACT FOR BIDDER'S SERVICES

Lump Sum Contract

**OPERATION AND MANAGEMENT OF THE BEGGAR
REHABILITATION CUM SKILL DEVELOPMENT CENTER
INCLUDING SURVEY AND RESCUE OF BEGGARS**

Contract No.

Assignment Title: SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY, & RESCUE OF BEGGARS, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS

between

INDORE MUNICIPAL CORPORATION

and

[Name of the Bidder]

Dated: _____

*REQUEST FOR PROPOSAL FOR SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF
THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING SURVEY AND
RESCUE OF BEGGARS*

I. Form of Contract

LUMP SUM CONTRACT

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, INDORE MUNICIPAL CORPORATION (hereinafter called the “EMPLOYER”) and, on the other hand, *[name of Bidder]* (hereinafter called the “Bidder”).

*[If the Bidder consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “NGO”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the EMPLOYER for all the Bidder’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Bidder”).]*

WHEREAS

- (a) the EMPLOYER has requested the Bidder to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Bidder, having represented to the EMPLOYER that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Professionals

Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C, Any

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reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the EMPLOYER and the Bidder shall be as set forth in the Contract, in particular:
 - (a) the Bidder shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the EMPLOYER shall share the revenue with the Bidder in accordance with the provisions of the Contract.

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

For and on behalf of INDORE MUNICIPAL CORPORATION

*Commissioner,
(name, title and signature)*

For and on behalf of *[Name of Bidder]*

[Authorized Representative of the Bidder – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Bidder *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

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II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the EMPLOYER’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“EMPLOYER”** means the implementing agency that signs the Contract for the Services with the Selected Bidder.
 - (c) **“EMPLOYER’s Personnel”** refers to the staff, labor and other employees (if any) of the EMPLOYER engaged in fulfilling the EMPLOYER’s obligations under the Contract; and any other personnel identified as EMPLOYER’s Personnel, by a notice from the EMPLOYER to the Bidder.
 - (d) **“Bidder”** means a legally-established professional consulting firm or entity selected by the EMPLOYER to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between the EMPLOYER and the Bidder and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Day”** means a working day unless indicated otherwise.
 - (g) **“ESMF”** – means the environmental and social management framework for the project including a description of potential environmental and social risks and impacts of the project and listing the mitigation measures that needs to be implemented while carrying out various project activities.
 - (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (i) **“Experts”** means, collectively, Professionals, Non-Professionals, or any other personnel of the Bidder, Sub-Bidder or JV member(s) assigned by the Bidder to perform the Services or any part thereof under the Contract.
 - (j) **“Foreign Currency”** means any currency other than the currency of the EMPLOYER’s country.

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- (k) **“GCC”** means these General Conditions of Contract.
- (l) **“Government”** means the government of the EMPLOYER’s country.
- (m) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the EMPLOYER for the performance of the Contract.
- (n) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Bidder’s proposal.
- (o) **“Local Currency”** means the currency of the EMPLOYER’s country.
- (p) **“Non-Key Expert(s)”** means an individual professional provided by the Bidder or its Sub-Bidder to perform the Services or any part thereof under the Contract.
- (q) **“Party”** means the EMPLOYER or the Bidder, as the case may be, and “Parties” means both of them.
- (r) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) **“Services”** means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A hereto.
- (t) **“Sub-Bidders”** means an entity to whom/which the Bidder subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) **“Third Party”** means any person or entity other than the Government, the EMPLOYER, the Bidder or a Sub-Bidder.

**2. Relationship
between the
Parties**

- 2.1. 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 Bidder. The Bidder, subject to this Contract, has complete charge of the Experts and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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- | | |
|---|---|
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the EMPLOYER may approve. |
| 8. Authority of Member in Charge | 8.1. In case the Bidder is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Bidder's rights and obligations towards the EMPLOYER under this Contract, including without limitation the receiving of instructions and payments from the EMPLOYER. |
| 9. Authorized Representatives | 9.1. 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 Bidder may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | 10.1. The EMPLOYER requires that bidders observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the EMPLOYER: may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive |

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practices in competing for the Contract; and may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- e. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- f. **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- g. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- h. **“Collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

a. Commissions and Fees

10.2. The EMPLOYER requires the Bidder to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF
CONTRACT**

**11. Effectiveness of
Contract**

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the EMPLOYER’s notice to the Bidder instructing the Bidder to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

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- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than Thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Bidder shall confirm availability of Professionals and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions 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.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or

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such Party's Experts, Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

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

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the EMPLOYER, shall either:

- (a) demobilize, in which case the Bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the EMPLOYER, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Bidder shall continue to be paid under the

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terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

18.1. The EMPLOYER may, by written notice of suspension to the Bidder, suspend part or all payments to the Bidder hereunder if the Bidder 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 Bidder to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Bidder of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the
EMPLOYER**

19.1.1. The EMPLOYER may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the EMPLOYER shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter 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 Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

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- (e) If the EMPLOYER, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Bidder fails to confirm availability of Professionals as required in Clause GCC 13.
 - 19.1.2. Furthermore, if the EMPLOYER determines that the Bidder has engaged in Fraud and Corruption in competing for or in executing the Contract, then the EMPLOYER may, after giving fourteen (14) calendar days written notice to the Bidder, terminate the Bidder's employment under the Contract.
- b. By the Bidder**
 - 19.1.3. The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the EMPLOYER, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
 - (a) If the EMPLOYER fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the EMPLOYER fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
 - (d) If the EMPLOYER is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the EMPLOYER of the Bidder's notice specifying such breach.
- c. Cessation of Rights and Obligations**
 - 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and

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assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Bidder 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 Bidder and equipment and materials furnished by the EMPLOYER, the Bidder shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the EMPLOYER shall make the following payments to the Bidder:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE BIDDER

20. General

- a. Standard of Performance**
- 20.1. The Bidder shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the EMPLOYER, and shall at all times support and safeguard the EMPLOYER's legitimate interests in any dealings with the third parties.
- 20.2. The Bidder shall employ and provide such qualified and experienced Experts and Sub-Bidders as are required to carry out the Services.
- 20.3. The Bidder may subcontract part of the Services to an extent and with such Professionals and Sub-Bidders as may be

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approved in advance by the EMPLOYER. Notwithstanding such approval, the Bidder shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Bidder shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Bidder shall comply with the import of goods and services prohibitions in the EMPLOYER's country when

(a) as a matter of law or official regulations, the EMPLOYER's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the EMPLOYER's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The EMPLOYER shall notify the Bidder in writing of relevant local customs, and the Bidder shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Bidder 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.

a. Bidder Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Bidder pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Bidder's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Bidder 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 Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

b. Bidder and Affiliates Not to Engage in

21.1.3 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or non-consulting services resulting

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- | | |
|--|---|
| Certain Activities | from or directly related to the Bidder's Services for the preparation or implementation of the project. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Bidder shall not engage, and shall cause its Experts as well as its Sub-Bidders 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. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Bidder has an obligation and shall ensure that its Experts and Sub-Bidders shall 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 said situations may lead to the disqualification of the Bidder or the termination of its Contract. |
| 22. Confidentiality | 22.1. Except with the prior written consent of the EMPLOYER, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 23. Liability of the Bidder | 23.1. Subject to additional provisions, if any, set forth in the SCC, the Bidder's liability under this Contract shall be provided by the Applicable Law. |
| 24. Insurance to be taken out by the Bidder | 24.1. The Bidder (i) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at its (or the Sub-Bidders', 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 SCC, 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. The Bidder shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 25. Accounting, Inspection and Auditing | 25.1. The Bidder shall keep, and shall make all reasonable efforts to cause its Sub-Bidders to keep, accurate and systematic accounts and records in respect of the Services and in such |

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form and detail as will clearly identify relevant time changes and costs.

- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Bidder shall permit and shall cause its agents (where declared or not), subcontractors, subBidders, NGOs, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Bidder's and its Subcontractors' and subBidders' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)..

**26. Reporting
Obligations**

- 26.1. The Bidder shall submit to the EMPLOYER the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the
EMPLOYER in
Reports and
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Bidder for the EMPLOYER in the course of the Services shall be confidential and become and remain the absolute property of the EMPLOYER. The Bidder 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 Bidder may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the EMPLOYER.
- 27.2. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Bidder 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. Other restrictions about the

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future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,
Vehicles and
Materials**

- 28.1. Equipment, vehicles and materials made available to the Bidder by the EMPLOYER, or purchased by the Bidder 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 Bidder shall make available to the EMPLOYER an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the EMPLOYER's instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the EMPLOYER in writing, shall insure them at the expense of the EMPLOYER in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Bidder or its Experts into the EMPLOYER's country for the use either for the project or personal use shall remain the property of the Bidder or the Experts concerned, as applicable.

29. Code of Conduct

- 29.1. The Bidder shall have a Code of Conduct for the Experts.
- Bidder shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
- The Bidder shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the EMPLOYER's Personnel.

30. Forced Labor

- 30.1. The Bidder, including its SubBidders, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured

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labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Bidder, including its SubBidders, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Bidder, including its SubBidders, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Bidder, including its SubBidders, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Bidder with the EMPLOYER's consent. The Bidder shall be subject to regular monitoring by the EMPLOYER that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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32. Non-Discrimination and Equal Opportunity

32.1. The Bidder shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Bidder shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Bidder shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Bidder shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Bidder shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. BIDDER'S EXPERTS AND SUB-BIDDERS

34. Description of Professionals

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Bidder's Professionals are described in **Appendix B**.

35. Replacement of Professionals

35.1. Except as the EMPLOYER may otherwise agree in writing, no changes shall be made in the Professionals.

35.2. Notwithstanding the above, the substitution of Professionals during Contract execution may be considered only based on the Bidder's written request and due to circumstances outside the reasonable control of the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall forthwith provide as a

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replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-Bidders

36.1. If the EMPLOYER finds that any of the Experts or Sub-Bidder:

- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Bidder shall, at the EMPLOYER's written request, provide a replacement.

36.2. In the event that any of Professionals, Non-Professionals or Sub-Bidders is found by the EMPLOYER to be incompetent or incapable in discharging assigned duties, the EMPLOYER, specifying the grounds therefore, may request the Bidder to provide a replacement.

36.3. Any replacement of the removed Experts or Sub-Bidders shall possess better qualifications and experience and shall be acceptable to the EMPLOYER.

36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the EMPLOYER to request a replacement, the Bidder shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.

36.5. The Bidder shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE EMPLOYER

37. Assistance and Exemptions

37.1. Unless otherwise specified in the SCC, the EMPLOYER shall use its best efforts to:

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- (a) Assist the Bidder with obtaining work permits and such other documents as shall be necessary to enable the Bidder to perform the Services.
- (b) Assist the Bidder with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the EMPLOYER's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Bidder and the Experts and any Sub-Bidders employed by the Bidder for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the EMPLOYER's country according to the applicable law in the EMPLOYER's country.
- (f) Assist the Bidder, any Sub-Bidders and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the EMPLOYER's country, of bringing into the EMPLOYER's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Bidder any such other assistance as may be specified in the SCC.

**38. Access to the
Clientele**

38.1. The EMPLOYER warrants that the Bidder shall have, free of charge, unimpeded access to the Clientele in respect of which access is required for the performance of the Services. The EMPLOYER shall facilitate the Kick-Off and is responsible to maintain the coordination between the NGO and EMPLOYER.

**39. Change in the
Applicable Law**

39.1. If, after the date of this Contract, there is any change in the applicable law in the EMPLOYER's country with respect to taxes and duties which increases or decreases the cost

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Related to Taxes and Duties

incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

40. Services, Facilities and Property of the EMPLOYER

40.1. The EMPLOYER shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

41. Counterpart Personnel

41.1. The EMPLOYER shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the EMPLOYER with the Bidder's advice, if specified in **Appendix A**.

41.2. Professional and support counterpart personnel, excluding EMPLOYER's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the EMPLOYER shall not unreasonably refuse to act upon such request.

42. Payment Obligation

42.1. In consideration of the Services performed by the Bidder under this Contract, the EMPLOYER shall share the revenue to the Bidder for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE BIDDER

43. Contract Price

43.1. The Contract is for a revenue sharing model and is set forth in the **SCC**. The revenue sharing is provided in **Appendix C**.

43.2. Any change to the revenue sharing model specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

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- 44. Taxes and Duties**
- 44.1. The Bidder, Sub-Bidders and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Bidder or are paid by the EMPLOYER on behalf of the Bidder.

- 45. Currency of Payment**
- 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

- 46. Mode of Billing and Payment**
- 46.1 Standard Bank Transfer [NEFT/ RTGS]

G. FAIRNESS AND GOOD FAITH

- 47. Good Faith**
- 47.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

- 48. Amicable Settlement**
- 48.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.
- 49. Dispute Resolution**
- 49.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

INDORE MUNICIPAL CORPORATION

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Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>EMPLOYER: INDORE MUNICIPAL CORPORATION</p> <p>Bidder: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p><i>[If the Bidder consists only of one entity, state "N/A";</i> OR <i>If the Bidder is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the EMPLOYER: Sh. Narendra Sharma, Deputy Commissioner</p> <p>For the Bidder: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following:
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: (15) Fifteen days from the date of contract effectiveness. Confirmation of Manpower availability to start the Assignment shall be submitted to the EMPLOYER in writing as a written statement signed by each Key Expert.</p>
14.1	Expiration of Contract:

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	The time period shall be: 12 months from the date of commencement of services (as indicated in the clause 13.1 of the SCC) by the Bidder. The contract can be extended any number of times for period desired and at the mutual consent of the parties.
21 b.	<p>The EMPLOYER reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>The following limitation of the Bidder's Liability towards the EMPLOYER:</p> <p>“Limitation of the Bidder's Liability towards the EMPLOYER:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or a firm acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to the EMPLOYER's property, shall not be liable to the EMPLOYER:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder or any person or firm acting on behalf of the Bidder in carrying out the Services;</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>All the manpower and equipment's deployed shall be insured for any accidental damages.</p>
27.1	<i>No exceptions to proprietary rights provision</i>
27.2	The Bidder shall not use these Documents, reports, data and any other material for purposes unrelated to this Contract without the prior written approval of the EMPLOYER
37.1 (a) through (f)	NA
37.1(g)	NA
43.1	The Contract price is: Rs. _____ [insert amount] [indicate: inclusive or exclusive] of local indirect taxes.

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	GST shall be paid extra.																	
44.1 and 44.2	<p>The Bidders, sub-Bidders and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the EMPLOYER shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p>The EMPLOYER warrants for both the foreign and domestic consultancy firms, that the Goods and Services Tax (GST) payable on the contract value, as per Applicable Law in India.</p>																	
46.2	<p>The payment schedule: Refer to the Terms of Reference in Appendix A for details on deliverables</p> <table><tr><th>Deliverable</th><th>Timeline</th><th>Payment Break up</th></tr><tr><td>Mobilisation Advance *</td><td>T + 3 Days</td><td>5% of the Contract Amount 3. Upon Submission of Bank Guarantee 4. To be recovered in subsequent payments</td></tr><tr><td>D-1:Detailed Inception report with Implementation Plan (incl. resource deployment plan)</td><td>T+15 Days</td><td>5% of the contract amount</td></tr><tr><td>D-2: Procurement of Basic necessities items for First month (items for daily operations)</td><td>T+15 Days</td><td>Payment to be made as per the Quoted Rates</td></tr><tr><td>D-3: One Time Capital Purchase 3. Kitchen Setup with all necessary items and equipment to keep it operational 4. Setup of Skill development centre in the premises</td><td>T + 21 Days</td><td>Payment to be made as per the Quoted Rates</td></tr></table>			Deliverable	Timeline	Payment Break up	Mobilisation Advance *	T + 3 Days	5% of the Contract Amount 3. Upon Submission of Bank Guarantee 4. To be recovered in subsequent payments	D-1:Detailed Inception report with Implementation Plan (incl. resource deployment plan)	T+15 Days	5% of the contract amount	D-2: Procurement of Basic necessities items for First month (items for daily operations)	T+15 Days	Payment to be made as per the Quoted Rates	D-3: One Time Capital Purchase 3. Kitchen Setup with all necessary items and equipment to keep it operational 4. Setup of Skill development centre in the premises	T + 21 Days	Payment to be made as per the Quoted Rates
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	<p>D-4: Procurement of material for Entertainment, Setup of Furniture, Computer and accessories and other one-time items / Equipment necessary for the Efficient operation of the center. Detailed list shall be as per the Contract Document</p>	<p>T+30 Days</p>	<p>As per actuals, upon Submission of Bills</p>
	<p>Monthly Invoice -</p>		
	<p>D-5: Monthly Invoice. It includes The Monthly Invoice to Include –</p> <ul style="list-style-type: none"> 9. Remuneration of the deployed Human resources as per the Quoted rates and in accordance with the Agreed upon deployment Schedule 10. Invoice of materials consumed in that month (Daily needs as defined in the Contract Document) 11. Monthly expenses on the vehicles deployed for the Operations 12. Monthly expenses for Kitchen 13. Details of Workshops organised 14. Details of IEC activities conducted 15. Reconciliation statement for all items. 	<p>25th Day of the month</p>	<p>Upon submission of Invoice as per the agreed amount in the contract document.</p>
	<ul style="list-style-type: none"> 1. T = Day of Signing the Contract Agreement 2. Payment shall be done by IMC (The Employer) within 7 Calendar days of the submission of Approved Payment Request (Invoice) 3. The payment request shall be approved by designated Official. 4. All the original bills shall be submitted along with the payment request 		
<p>46.2.1</p>	<p>There shall be no advance payments under the contract</p>		
<p>50.1</p>	<p>(i) Amicable Resolution</p> <p>Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.</p>		

***REQUEST FOR PROPOSAL FOR SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF
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- | | |
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| | <p>a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Authority and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.</p> <p>b) In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the first Executive Director and if the matter is not resolved within 30 days, the matter shall be escalated to the Principal Secretary, Urban Administration & Housing Department. Either Party may require the Dispute to be referred to the Authority for amicable settlement. Upon such reference, both the Parties and the Authority shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute.</p> |
|--|---|

(ii) Arbitration

- | | |
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| | <p>c) Subject to the provisions of Clause 12 (i), any Dispute, which is not resolved amicably, within 15 (fifteen) days of meeting as referenced above, either Party may present before the Madhya Pradesh (M.P.) arbitration tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983. The award of the arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceedings or as a result thereof.</p> |
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III. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the EMPLOYER and the Bidder during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Bidder will be made; EMPLOYER's input, including counterpart personnel assigned by the EMPLOYER to work on the Bidder's team; specific tasks or actions that require prior approval by the EMPLOYER.]

Insert the text based on the Section 7 (Terms of Reference) of the ITB in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Bidder's Proposal. Highlight the changes to Section 7 of the RFP]

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APPENDIX B - PROFESSIONALS

[Insert a table based on Form TECH-6 of the Bidder's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Professionals) demonstrating the qualifications of Professionals.]

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APPENDIX C – PAYMENT SCHEDULE

[Insert the agreed upon Payment Schedule]

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PART III

Section 7. Draft Agreement

**REQUEST FOR PROPOSAL FOR SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF
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AGREEMENT

This agreement made on the day of _____ between (name and address of Employer) (hereinafter called "the Employer) and _____ (name and address of Consultant) hereinafter called "the Consultant" of the other part.

Whereas the Employer is desirous that the Consultant execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Consultant for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Consultant's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data
 - v. Bid Data
 - vi. Bill of Quantities and
 - vii. Any other documents listed in the Contract Data as forming part of the Contract.

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

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer

Binding Signature of Consultant