

INDORE MUNICIPAL CORPORATION



REQUEST FOR PROPOSAL

FOR

**SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE
BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING
MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE
RESETTLEMENT OF RESCUED BEGGARS IN INDORE**

NIT No.: IMC/DAY-NULM/074; DATED: 21 JUNE 2023

INDORE MUNICIPAL CORPORATION, INDORE

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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 (NGO), 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.



TABLE OF CONTENT

SECTION 1: NOTICE INVITING TENDER..... 5

SECTION 2: INSTRUCTIONS TO BIDDERS AND BID DATA SHEET 6

SECTION 3: TECHNICAL PROPOSAL STANDARD FORMS 28

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS 42

SECTION 5. TERMS OF REFERENCE..... 45

SECTION 6. DRAFT AGREEMENT 73



SECTION 1: NOTICE INVITING TENDER

NIT No.: IMC/DAY-NULM/074

Date: 21 June 2023

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 (Rs.)	Earnest Money Deposit (Rs.)	Duration
1.	Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore	10,000 (Ten Thousand)	2,50,000 (Two Lakhs Fifty Thousand)	One (1) Year

Key Dates: -

S. No.	Description of Particulars	Date and Time
1.	Last date for Purchase of Tender (Online)	24 July 2023 (Monday) Till 1730 Hrs.
2.	Last date for submission of tender (Online)	24 July 2023 (Monday) Till 1730 Hrs.
3.	Technical bid opening (Online)	25 July 2023(Tuesday) From 1730 Hrs.
4.	Pre-Bid meeting	05 July 2023 (Wednesday) at 1200 Hrs.
5.	Technical Presentation	26 July 2023(Wednesday) From 1730 Hrs.

Notes: -

1. Tender Document and other details shall be available on Website: www.mptenders.gov.in
2. Amendment to NIT, if any would be published on website only.
3. The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan.
4. In case any of the dates specified above is Government holiday, day after the same shall be considered.
5. For any clarification, Bidders may contact; Mr. Nikhil Kulmi, City Mission Manager, DAY-NULM: +91 9981000222

-Sd-
Additional Commissioner
DAY-NULM
Indore Municipal Corporation



SECTION 2: INSTRUCTIONS TO BIDDERS AND BID DATA SHEET

INSTRUCTION TO BIDDERS (ITB)

A. GENERAL PROVISIONS

1. Definitions

- (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.
- (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.
- (c) **“Bank”** means Nationalised / Scheduled Commercial Banks.
- (d) **“EMPLOYER”** means the implementing agency that signs the Contract for the Services with the selected Bidder.
- (e) **EMPLOYER’s Personnel”** is as defined in Clause GCC 1.1 (e).
- (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.
- (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).
- (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.
- (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.
- (j) **“Experts”** means, collectively, Professionals, Non-Professionals, or any other personnel of the Bidder.
- (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;



- (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 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.
- (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
- (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.
- (o) **“IMC”** means the INDORE MUNICIPAL CORPORATION
- (p) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Bidder.
- (q) **“RFP”** means the Request for Proposals to be prepared by the EMPLOYER for the selection of Bidders, based on the SPD - RFP.
- (r) **“Services”** means the work to be performed by the Bidder pursuant to the Contract.
- (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.
- (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.

2. Introduction

- 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**.
- 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.
- 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-Bid Meeting if the same is



specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Bidders' expense.

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

3.1 The Bid Document shall comprise of the following unless specified in the Bid Data Sheet:

1. NIT with all amendments.
2. Instructions to Consultant,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data;
 - 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

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.

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.

4.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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.



b. Conflicting Assignments

(ii) Conflict among consulting assignments: 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) Relationship with the EMPLOYER's staff: 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

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:

- 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.

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

- 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 threatening to



impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- 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.

7. Eligibility

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.

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.

7.3 As an exception to the foregoing ITB 6.1 and ITB 6.2 above:

a. Prohibitions

7.3.1 Firms and individuals of a country may be ineligible if so, indicated in Data Sheet and:

- (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
- (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.

b. Restrictions for State-Owned Enterprises

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:

- (i) are legally and financially autonomous,
- (ii) operate under commercial law, and
- (iii) are not under supervision of the EMPLOYER.

c. Restrictions for Public Employees

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:

- (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



(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the EMPLOYER.

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

11.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

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).

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).

12. Only One Proposal

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**.

13. Proposal Validity

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.

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.

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.

a. Extension of Proposal Validity

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.

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.

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.

b. Substitution of Experts at Validity Extension

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.

13.8 If the Bidder fails to provide a substitute Expert with equal or better qualifications, or if the provided reasons for the 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

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:

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.

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.

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.

15. Preparation of Proposals Specific Considerations

15.1 While preparing the Proposal, the Bidder must give particular attention to the following:

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.

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 indicative, and the Proposal shall be based on the Bidder's own estimates for the same.

16. Technical Proposal Format and Content

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.

16.1.1 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.

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.

17. Financial Proposal

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**.

a. Price Adjustment

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**.

b. Taxes

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**.

c. Currency of Proposal

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.

d. Currency of Payment

17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

18. Procedure for Participation in E-Tendering

18.1 The procedure for participation in e-tendering is given in the Bid Data Sheet.

19. Submission, Sealing, and Marking of Proposals

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.

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.

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.

- 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.
- 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.
- 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].**"
- 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.**"
- 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 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**]".
- 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.
- 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.

20. Confidentiality

- 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.
- 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 sanctions procedures.
- 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.

21. Earnest Money Deposit (EMD)

- 21.1** The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the **Data Sheet**.
- 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.
- 21.3** Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 21.4** EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 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.
- 21.6** Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.

22. Opening of Technical Proposals

- 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.



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**.

23. Proposals Evaluation

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

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.

24. Evaluation of Technical Proposals

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**.

25. Financial Proposals for QBS

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.

25.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the 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.

26. Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

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:

- (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

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:

- (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;

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

26.4 The Financial Proposals shall be opened online and successful bidder shall be communicated accordingly.

27. Correction of Errors **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.

28. Taxes **28.1** The EMPLOYER's evaluation of the Bidder's Financial Proposal shall exclude taxes and duties in the EMPLOYER's 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

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.

31.2 The EMPLOYER shall prepare minutes of negotiations that are signed by the EMPLOYER and the Bidder's authorized representative.

a. Availability of Experts

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.

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.

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 contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

31.6 The negotiations include the clarification of the Bidder's tax liability and how it should be reflected in the Contract.

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.

32. Conclusion of Negotiations

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.

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.

33. Notification of Award

33.1 The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

33.2 The Contract Award Notice shall be published on the Employer's website (Public Procurement Portal) with free access if available

34. Performance Security

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:

- 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.

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.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiry date of the Proposal validity or any extension thereof.

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-----



BID DATA SHEET

ITB Ref	Description
2.1	<p>Name of the Employer: INDORE MUNICIPAL CORPORATION Method of selection: Quality and Cost Based Selection (QCBS) – 75 (T): 25 (F) NIT: IMC/DAY-NULM/074; Dated 21 June 2023</p>
2.2	<p>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: OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE</p>
2.3	<p>A Pre-Bid meeting will be held: Yes Date of Pre-Bid meeting: 05 July 2023 at 1200 Hrs. Address: Indore Municipal Corporation Website: www.imcindore.in Contact person: Mr. Nikhil Kulmi, City Mission Manager, DAY-NULM: +91 9981000222</p>
2.4	<p>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</p>
5.1	<p>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-Bid Meeting</p>
7.3.1	<p>Employer's Country: India. A list of debarred firms and individuals are available on Departments' website</p>
10.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p>
11.1	<p>The Proposal shall comprise the following: The bid submitted online by the bidder shall be in the following parts: 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> <ol 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.



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

	<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	Statement of Undertaking is required: Yes
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
14.1	Clarifications may be requested no later than 7 (Seven) calendar days prior to the submission deadline. The contact information for requesting clarifications is:
15.1.1	Bidders may associate with: Only Individual Experts Any JV/ Consortium is not allowed
15.1.2	Estimated input of Manpower: 840 Man-months
16.2	The format of the Technical Proposal to be submitted is: Technical Proposal Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
17.1	<p>Reimbursable expenses may be given as follows:</p> <ol style="list-style-type: none"> 1) <i>Vehicle Expenses: To be Paid as per actuals upon submission of Invoice (in case deployed by the NGO with prior approval of Employer)</i> 2) <i>One-time Capital Expenses – Payable on submission of Invoice</i> 3) <i>Monthly Consumables (Daily Necessity Items, Medical Expenses) – As per actuals upon submission of invoices</i> 4) <i>Other allowances where applicable and provisional or fixed sums (if any)]</i>
17.2	A price adjustment provision applies to remuneration rates: With Mutual agreement of the Employer and Successful Bidder
17.3	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 (if applicable).
17.4	The Financial Proposal shall be stated in INR (Indian Rupees).
17.5	Payments under the Contract shall be made in INR (Indian Rupees).
C. Submission, Opening and Evaluation	
18.1	Bidders to refer Annexure -1 to this Bid Data Sheet



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

19.1	The Bidders have to submit their Proposals electronically only on the Public Procurement Portal only. 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: 24 July 2023 Proposals to be submitted Online only									
20.1	Ernest Money Deposit INR Two Lakhs Fifty Thousand Only (2,50,000/-)									
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	<p>All the Bidders are mandatorily required to attach the following self-declarations as a part of their proposal:</p> <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 to be submitted along with the proposal Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: center;">S. No</th> <th style="width: 70%; text-align: center;">Evaluation Criteria</th> <th style="width: 20%; text-align: center;">Max. Score</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td> Bidder should be a Non-Government Organization with 1. 12AA and 80G registration. (05 Marks) 2. Association with at least 100 Self-Help Group [SHG] with at least 10 members in each group (05 Marks) </td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">2.</td> <td> Specific experience of the NGO relevant to the Assignment during the last 5 (Five) years i.e. since FY 2017-18; to 2022-23 <ul style="list-style-type: none"> Minimum three Eligible Projects* in the social sectoral support (15) – 5 marks shall be allotted for each eligible projects. One Project of Similar Nature (vulnerable section¹) (5) *Eligible Projects: 1. Value of the assignments (projects) should not be less than INR 10 Lakhs 2. Bidder to submit supporting documents for the projects in addition to assignment details as per TECH FORM – 9 </td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	S. No	Evaluation Criteria	Max. Score	1.	Bidder should be a Non-Government Organization with 1. 12AA and 80G registration. (05 Marks) 2. Association with at least 100 Self-Help Group [SHG] with at least 10 members in each group (05 Marks)	10	2.	Specific experience of the NGO relevant to the Assignment during the last 5 (Five) years i.e. since FY 2017-18; to 2022-23 <ul style="list-style-type: none"> Minimum three Eligible Projects* in the social sectoral support (15) – 5 marks shall be allotted for each eligible projects. One Project of Similar Nature (vulnerable section¹) (5) *Eligible Projects: 1. Value of the assignments (projects) should not be less than INR 10 Lakhs 2. Bidder to submit supporting documents for the projects in addition to assignment details as per TECH FORM – 9	20
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¹ Vulnerable Section - The vulnerable groups that face discrimination in all spheres of life include Women, Scheduled Caste (SC), Scheduled Tribes (ST), Children, Aged, Disabled, Poor migrants, People living with HIV/AIDS and Sexual Minorities.



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

	3.	<p>Bidder should have personnel with relevant experience of working in Social Sector employed 30 – 50: 5 Marks 50-70: 7 Marks More than 70: 10 Marks</p> <p>(List of Employees as per Form Tech -7 duly certified by the employer and notarised shall be submitted)</p>	10
	4	<p>Bidder should have certifications for Skill Training from recognized institution of Government of India/ Government of Madhya Pradesh/ Any Government Institution</p> <p>5 marks for each trade: Minimum 3 Nos. certification required for full Marks</p>	15
	5	<p>Bidder Should have Average annual turnover of last 3 years of Rupees 60 (Sixty) Lakhs</p> <p>Average Annual Turnover duly certified by a Chartered Accountant is to be Submitted. UDIN shall be mentioned on the certificate issued by Chartered Accountant</p>	10
	6.	<p>Adequacy and quality of the proposed methodology, and work plan in accordance to the Terms of Reference (ToR)</p> <p>Technical Presentation: At the specified date and time.</p>	15
	7.	<p>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></p> <ul style="list-style-type: none"> • Position K-1: Team Leader cum Centre Manager: (7 marks) • Position K-2: Medical Officer: (7 marks) • Position K-3: Counsellor (2 Resources): (2*3 marks) <p>Following CVs would be considered for evaluation: Team Lead (1), Medical Officer (1), Counsellors – 2 CVs</p>	20
	Total Marks		100
	<p>The minimum technical score (St) required to be eligible for financial opening and financial evaluation is: 70 Method of Selection QCBS- 75:25</p>		
26.1	<p>The evaluation committee will be formed as per the directions of Commissioner- IMC 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</p>		
26.4	<p>An online option of the opening of the Financial Proposals is offered: Yes</p>		
28.1	<p>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.</p>		



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

<p>30.1 (QCBS only)</p>	<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 align="center">T = 75, and P = 25</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 align="center">S = St x T% + Sf x P%.</p>
<p>D. Negotiations and Award</p>	
<p>34.1</p>	<p>Performance Security</p> <ul style="list-style-type: none"> - 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 - Performance security shall be valid till the duration of contract or any extension thereof.
<p>32.2</p>	<p>As defined in the LoA and Subsequent Work-Order</p>
<p>35.2</p>	<p>The date of commencement shall be specified in the Letter of Acceptance (LoA) or Work Order (WO) issued to the bidder.</p>
<p>36.2</p>	<p>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.</p>



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 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



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	Approach and Methodology
TECH-6	Power of Attorney
TECH-7	List of Employees / Professionals
TECH-8	List of Assignments/ Projects executed by the Bidder
TECH-9	Details of Assignments / Projects Executed by the BIDDER
TECH-10	Draft Curriculum Vitae – CV
TECH-11	Draft MOU (To be submitted in case of joint bidding as consortium / JV)

All pages of the original Technical and Financial Proposal shall be initialed by the authorized representative of the Bidder and the technical proposal shall be duly page numbered with proper indexing.



FORM TECH-1
LETTER OF PROPOSAL
(On Applicant's letter head)

To,

Commissioner,
Indore Municipal Corporation,
Indore, M.P.

SUB: REQUEST FOR PROPOSAL FOR SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

Dear Sir / Madam:

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Employer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, 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 Bidder for the aforesaid assignment.
4. I/We shall make available to the Employer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Employer 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 judicial Employer or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer 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 Employer.
 - 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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

- 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 Employer 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 inconformity 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 Bidder, 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 a Bidder.
 10. 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.
 11. I/We further certify that no investigation by a regulatory Employer is pending either against us or against to be engaged team members.
 12. 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 Employer [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
 13. 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 Services for the assignment is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the Bid Submission date as specified in the RFP.
 15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form Tech-6.
 16. In the event of my/our firm being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the form at Section-7 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 17. 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 Employer or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Services.
 18. 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)



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

PARTICULARS OF THE BIDDER

S. No.	Particulars	Details
1.	Name of Legal Entity (Details of all partners to be furnished separately in case of consortium)	
2.	Entity of Organization NGO / Society/ Trust / Any other as applicable	
3.	EPF / ESIC Registration Details (If Applicable)	
4.	PAN Registration details	
5.	GST Registration Details (If Applicable)	
6.	Address of Communication	
7.	Telephone Number with STD Code	
8.	Fax Number with STD Code	
9.	Mobile Number	
10.	E-mail Address for all communications	
Details of Authorized Representative		
1.	Name	
2.	Designation	
3.	Postal Address	
4.	Telephone Number with STD Code	
5.	Fax Number with STD Code	
6.	Mobile Number	
7.	E-mail Address	



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM TECH-3

|| AFFIDAVIT ||

(To be contained in Envelope A)

(On Non-Judicial Stamp of Rs.100)

I/we _____ who is/are _____ (status in the firm/company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm an oath and state that: I/we 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 ULB).

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

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a) Copy of deposit receipt as earnest money, cost of bid document and other relevant documents provided by the Bank are authentic.
 - b) Information regarding financial qualification and annual turn-over is correct.
 - c) Information regarding various physical qualifications 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 _____

4. In response to the tender Reference No: _____ I as an owner/ Partner/ Director of <<Name of Bidder>>, I/We hereby declare that <<Name of Bidder>>, is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices and/ or blacklisted either indefinitely or for a particular period of time by any State Government/ Central Government/ Semi Government/ PSU/ Municipal agencies in India.

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)



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM TECH-4

FINANCIAL CAPACITY OF THE APPLICANT

Requirements:

Average Annual Turnover the company to be provided in the following format for the last 3 financial years.

Financial Information			
Financial Year	2020-21	2021-22	2022-23
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note: <ul style="list-style-type: none">i. Annual turnover of works should be certified by chartered accountant.ii. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed.iii. UDIN shall be mandatorily specified on the Certificates issued by Chartered Accountant			



FORM TECH-5

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

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) Understanding the assignment
- b) Work Plan
- c) Organization and Staffing

- a) **Understanding the assignment:** {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.} [5]
- 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.) [10]
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Professionals, Non-Key Professionals, and relevant technical and administrative support staff.} [5]



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 Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore 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 Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Employer 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 Employer. 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)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM TECH-7

PARTICULARS OF BIDDER'S EMPLOYEES

S. No.	DESIGNATION	NAME	EDUCATIONAL QUALIFICATION	PROFESSIONAL EXPERIENCE# (YEARS)
<i>I</i>	<i>II</i>	<i>III</i>	<i>IV</i>	<i>V</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
.				
.				
.				

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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM TECH-8

ABSTRACT OF CONSULTANCY ASSIGNMENTS OF THE BIDDER

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				

* Work-Order/ Engagement Letter/ PO from the Employer/ Client clearly specifying the scope of services and Fees



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM TECH-9

DETAILS OF PROJECTS EXECUTED BY THE BIDDER

Assignment Name:		Country:
Location within Country:		Key Professional Staff Provided:
Name of Client :		No. of Professional Staff:
Address:		No. of Professional Staff Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approximate Value of Services (in INR):
Name of Associated Consultants, if any:		No. of Months of Key Professional Staff, Provided by NGO:
Name of Senior Staff involved:		
Narrative Description of Project:		
Description of Actual Services provided:		



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

**FORM TECH-10
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

Particulars

Name of Personnel	:	
Profession	:	
Membership with Professional/ Statutory Bodies	:	
Years with Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

Particulars	Name of Institute/Membership /CoA Number	Year

Relevant Experience

Position held	
Duration	
Location	
Types of activities Performed	
Names of relevant projects handled	
Client References	

Languages Known

Language	Speaking	Reading	Writing

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of the staff

Signature of the authorized representative



FORM TECH-11

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2022 at [Place] among (Hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and (hereinafter referred as " ") and having office at [Address], as Party of the Second Part and The parties are individually referred to as Party and collectively as Parties. WHEREAS INDORE MUNICIPAL CORPORATION , has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship. AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - Submit a response jointly to Bid for the "Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore" as a Consortium.
 - Sign Contract in case of award.
 - Provide and perform the supplies and services which would be ordered by the Employer pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Employer for "Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore" for and related execution works to be performed pursuant to the contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the RFP document, and **Contract**.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

- v. To ensure the technical, commercial and administrative co- ordination of the work package
 - To lead the contract negotiations of the work package with the Employer.
 - The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - In case of an award, act as channel of communication between the Employer and the Parties to execute the Contract
- vi. That the Parties shall carry out all responsibilities as developer in terms of the Project Agreement.
- vii. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:

Party B:
- viii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- ix. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) Witness:

- i.
- ii.



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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

FORM FIN-1

FINANCIAL BID/ Financial Proposal
(TO BE CONTAINED IN ENVELOPE C)
 (To be submitted online only).

Date:

To,

Commissioner,
 Indore Municipal Corporation,
 Indore, M.P.

Sub: Request for Proposal for Selection of NGO for Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore

Sir,

- I the undersigned, offer to provide the Agency for the above in accordance with your Request for Proposal
- My Financial Proposal is given below:

S. No.	Particular of Services	Quoted value in INR
1	Operation and Management of the Beggar Rehabilitation Cum Skill Development Center including Mobilisation, Kitchen Operations, and Comprehensive Resettlement of Rescued Beggars in Indore	
TOTAL FOR THE SERVICES		

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				



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

S. No.	PARTICULAR OF ITEMS	MONTHLY		YEARLY	
		AMOUNT IN FIGURES	AMOUNT IN WORDS	AMOUNT IN FIGURES	AMOUNT IN WORDS
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					

**Above stated is the summary of services. However, the bidder shall have to fill the rates of all the specified in the financial bid form (Excel Workbook). The final quoted amount as per the financial bid form shall only be considered for further evaluation.*

Total in words:

- The Amount / Fee quoted is inclusive of all costs, taxes, duties, surcharge etc. but exclusive of GST. GST shall be paid extra (if applicable).
- My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.
- Our Financial Proposal is without any condition and shall be binding upon us, i.e., 120 calendar days from the last date of submission of this Proposal.

Yours faithfully
 (Signature and name of the Applicant)
 Address:
 Mobile No & Email ID:



SECTION 5. TERMS OF REFERENCE

1. INTRODUCTION

1.1. 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.



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

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 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 ON 01ST March 2022. 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

- 1) Old age people (Left unattended by their family)
- 2) Differently abled
- 3) Children (primarily orphan)
- 4) Adults indulged in addictions
- 5) Adults suffering from Depression
- 6) 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.**



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

1.2. ABOUT BEGGAR REHABILITATION 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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE



1.3. PROGRESS OF THE PILOT PROJECT

S. No.	Particulars	Total
1	No. of Beggars Identified and Located	2579
2	No. of Beggars Geotagged through Indore 311 App	2983
3	No. of Beggars Rescued	940 ⁺
4	Detailed Mapping of Beggars	More than 940 ⁺
5	No. of Beggars provided with basic amenities	
6	No. of Beggars provided with Clothes	
7	Number of beggars rehabilitated with their families	700 ⁺
8	Number of Children shifted to Schools, Child Stay Home/ Benefitted by any other Schemes	11
9	Number of Beggars shifted to Drug de-addiction center	12
10	Beggars Trained in the In-house Skill training Program	300 ⁺
11	Beggars sent to Mental Assylum	180 ⁺

S. No.	Particulars	Numbers	Add'l Remarks
1	No. of Rescued beggars provided with employment opportunities	15	13 Nos. Beggars (9 Male & 2 Females) were facilitated with job & loan of INR 30,000/- (INR 10,000/- each) under PM SVANidhi Scheme
2	No. of Medical Camps Organised	05	
3	No. of Motivational sessions organized	47	1-3 sessions are conducted every week
4	No. of PICNICS / Festival Celebrations/ Outings Organised	8	
5	No. of Workshops Conducted (among the Stakeholders)	20 ⁺	
6	No. of IEC Activities Conducted (Awareness among the Society)	120 ⁺	
7	Number of People awared about the Initiative of comprehensive resettlement of Beggars	~80,000	Through community talks, social media, Public gatherings,

**As per the information received by the NGO previously operating the Centre*



1.4. EXISTING CONDITIONS



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE



1.5. Materials Available at the Centre (Detailed Quantity shall be verified in the Joint visit of the Centre)

S. No.	Description of Material	UoM	Qty.
I. Entertainment Material and Other Electrical Equipment			
1	Entertainment and Sports Material (Carrom board, Whistle, Badminton Racket, Shuttle Cocks, Plying Cards, Chess Set, Snake and Ladders Game, Ludo Game)	LS	1
2	TCL LED 43', TCL LED 50', Bluestar 400 Chest Freezer, TCL 10 KG Semi Automatic Washing Machine, Music System Takara, Crompton Steam Iron, Crompton 1000 watt Iron, Prestige Induction 36" Wall Fan, Cloth Stand, Crompton Mixer	LS	1
II. Kitchen Equipment			
1	Plastic Daily Use Items	LS	1
2	Utencils for Center (Stainless Steel) (Thali, Katori, Parat, Lota, Baalti etc.)	Kg	345
3	Masala Peti and Chopping Board	LS	1
4	Utencils for Center (Aluminum Bhagona, Parat, Kadai etc.)	Kg	215
5	SD Cassaroller and Aluminium Tray	LS	1
6	Gas Bhatti, Gasket, Clip (40 KGs @ 300 /-)	Kg	40
III. Office Furniture, Office Equipment and others			
1	Desktop for the Center with following configuration: (Processor Intel, Mother Board Intel Chip Set, RAM (8GB), Hard Disk (SSD), Hard Disk (Internal), Monitor 21.5, ATX cabinet, Keyboard + Mouse, Hard Disk (External), Keyboard)	Nos.	1
2	Laptop (Notebook Dell, Carry Case)	Nos.	1
3	Office Furnitures (Revolving Chairs, Office Table 5"*3" Size, Irest Sumo Chair, Computer Table)	LS	1
4	Aircoolers	Nos.	6
5	Aircooler Trolley	Nos.	1
6	Office Printer for the Center with following configuration: HP Laserjet Pro 100 M128FW MFP (Printer)	Nos.	1
IV. Other one time expenditure			
1	Office Stationary Design	Nos.	1
2	Social Media Flyer Designing	Nos.	1
3	Office Stationary Design	Nos.	1
4	Electric Kettle	Nos.	1
5	EN-969 5MD Torch	Nos.	2
6	Plastic Daily Use Items (Mug, Balti, Soap Case, Brush etc.)	LS	1
7	Musical Instrument	LS	1



2. 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

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

3. SCOPE OF WORK

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.*

(i) 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.

(i) 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:

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



(ii) 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.
11. Deployment of rescue team members and volunteers on road junctions and prominent public places to avoid the act of beggary as per the direction of the Employer.

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

(iii) 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

Bidder to quote amount for the items that will be required in order to operate, and manage the centre as per the requirements after considering existing available material and equipments.

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 Paijama/ Shirt-Pant/ Woollen Clothes (if needed)
 - b. **For Female:** Salwar-Kurti / Saaree/ Woollen Clothes (if needed)
 - c. **For Children:** Kurta Paijama/ 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
 - (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

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

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

4. PROJECT DURATION:

- 4.1. The entire contract period for the scope of Work described above is for 12 (Twelve) months which is further extendable on case-to-case basis.



4.2. The engagement duration may be increased at the sole discretion of the authority as and when the need arises, however, in case of expiration of the Agreement Duration bidder shall have to maintain the Centre at the agreed rates for the time till the appointment of another agency by the Employer / Employer designated agency (ies)

5. KEY DELIVERABLES

- ✓ 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.
- ✓ Development of Rehabilitation sites.
- ✓ Convergence with social programmes and social security schemes of different departments of the central, state and local governments.
- ✓ All CIGs to be linked to banks for credit for establishing Microenterprises.
- ✓ Sustainable development of beggars and mainstreaming them in society.
- ✓ Any other as may deemed necessary by the Employer

6. PAYMENT TERMS

DESCRIPTION OF PARTICULARS/ DELIVERABLE	TIMELINE	PAYMENT BREAK UP
Mobilisation Advance *	T + 3 Days	5% of the Contract Amount • Upon Submission of Bank Guarantee • 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 UPON SUBMISSION
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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

DESCRIPTION OF PARTICULARS/ DELIVERABLE	TIMELINE	PAYMENT BREAK UP
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
Monthly Invoice -		
D-5: Monthly Invoice. It includes The Monthly Invoice to Include – <ol style="list-style-type: none"> 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 	25 th Day of the month	Upon submission of Invoice as per the agreed amount in the contract document.
<ol style="list-style-type: none"> 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 and supporting documents as may be necessary shall be submitted along with the payment request 		

7. REPORTING

Fortnightly report as per the format provided in Appendix -3 shall be mandatorily submitted for each fortnight. For instance: Report pertaining to fortnight from 1-15 shall be submitted before 21st of the month and report pertaining to the fortnight from 16- 30/31 shall be submitted before 07th of the subsequent month.

All the submitted bills shall be in accordance to these fortnightly reports.



8. MANPOWER DEPLOYMENT

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	B.Com / BA / B.Sc.	<ul style="list-style-type: none"> Responsible for managing day to day operations (Reporting) Managing the office 	1
6	Store In charge	B. Com / BA / B.Sc.	<ul style="list-style-type: none"> Maintaining inward – outward registers / Stock Registers of procured items 	1
7	Social Mobiliser	B. Com / BA / B.Sc.	<ul style="list-style-type: none"> Counselling of rescued beggars and their families Creating awareness among the public 	10



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

S. No.	Description of Personnel	Eligibility / PQ	Tasks	Required Nos. Daily
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
9	Volunteers	Atleast Higher Secondary Education	<ul style="list-style-type: none"> Prohibit beggary at major road junction and Prominent public places 	20
Operational Team				
10	Centre Warden	Experience of 10+ Years of Management	<ul style="list-style-type: none"> Responsible for maintaining discipline in the entire campus 	1
11	Male Nurse	B.Sc. Nursing	<ul style="list-style-type: none"> Support the residents for minor ailments 	3
12	Female Nurse	B.Sc. Nursing	<ul style="list-style-type: none"> Support the residents for minor ailments 	3
13	Attendant - Male	Experience of 3+ Years	<ul style="list-style-type: none"> Support the residents in day-to-day operations 	5
14	Attendant - Female	Experience of 3+ Years	<ul style="list-style-type: none"> Support the residents in day-to-day operations 	5
15	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				
16	Barber for Male	-	Hair cut, Shaving of Male	2
17	Barber for Female	-	Hair cut, Shaving of Female	1
18	Washerman	-	Washing of clothes -	4
19	Sweeper / Cleaner	-	Cleaning of the complete Campus	6
Kitchen Operations				
20	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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

S. No.	Description of Personnel	Eligibility / PQ	Tasks	Required Nos. Daily
21	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
22	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
23	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

Note: The above stated manpower is suggestive only. The successful bidder may increase / decrease the manpower in due consultation and with prior approval of the Employer without affecting the quality of services to be provided as stated in the Scope of Work and without impacting the intended objective of the program. The bidder shall be paid for the actual deployed manpower as per the approved rates and upon submission of supporting documents as per the mandatory requirements.

9. PENALTIES

S. No.	Description of Default	Applicable Penalty
1.	Inadequate Cleanliness at the Centre	<ul style="list-style-type: none"> Rs. 1000 per incidence. (Applicable to maximum of 3 in a month) In case incidence of defaults in a particular month is more than three the agency shall be penalised by Rs. 10,000.
2.	Improper quality of food being provided to the rescued beggars	<ul style="list-style-type: none"> Rs. 5,000 per incidence. (Applicable to maximum of 2 in a month) In case incidence of defaults in a particular month is more than three the agency shall be penalised by Rs. 25,000.



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

S. No.	Description of Default	Applicable Penalty
3.	Non availability of specified Manpower at the Centre	<ul style="list-style-type: none">• Amount equivalent to the 1/3rd of the quoted monthly salary shall be deducted from the subsequent payment
4.	Non- adherence to the Scope of Work	<ul style="list-style-type: none">• Amount equivalent to twice the amount quoted by the agency for that respective service / work to be deducted from subsequent payment to the agency
<ul style="list-style-type: none">• Any other as may be decided by the Commissioner, IMC/ Commissioner designated authority during the contract tenure		

Decision of Commissioner – Indore Municipal Corporation shall be final and binding



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

APPENDIX -1

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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

APPENDIX -2

SCOPE MATRIX		
S. No.	Description of Task	Responsibility
1	Rehabilitation Centre - Infrastructure (Already available)	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
16	Medical checkup of rescued Beggars	NGO with support of IMC and Medical Hospital



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

SCOPE MATRIX		
S. No.	Description of Task	Responsibility
17	Skill Mapping of Rescued Beggars	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 Beggars	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 Beggars and preparation of Proposal for their further settlement	NGO with support of IMC & Department of Women and Child Development
26	Mobilization 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	Resettlement of persons with their Family	NGO with support of IMC
29	Mobilization 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



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

APPENDIX -3 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					



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

APPENDIX -3 FORTNIGHTLY REPORT

S. No.	Tasks Performed	W-1	W-2	This Fortnight	Cumulative till Date	Remarks
	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 Mental Asylum					



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

APPENDIX -3 FORTNIGHTLY REPORT

S. No.	Tasks Performed	W-1	W-2	This Fortnight	Cumulative till Date	Remarks
	Male					
	Female					
	Children					
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 Program					
	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)					



SELECTION OF NGO FOR OPERATION AND MANAGEMENT OF THE BEGGAR REHABILITATION CUM SKILL DEVELOPMENT CENTER INCLUDING MOBILISATION, KITCHEN OPERATIONS, AND COMPREHENSIVE RESETTLEMENT OF RESCUED BEGGARS IN INDORE

APPENDIX -3 FORTNIGHTLY REPORT

S. No.	Tasks Performed	W-1	W-2	This Fortnight	Cumulative till Date	Remarks
21	Number of People informed about the Initiative of comprehensive resettlement of Beggars					

1. The reports shall be submitted no later than 7 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 advice of 'Monitoring & Control Committee'
4. Children up to Age of 12 to be account for in above report



SECTION 6. DRAFT AGREEMENT

OPERATION & MANAGEMENT AGREEMENT

BETWEEN

INDORE MUNICIPAL CORPORATION

And

Whereas the **INDORE MUNICIPAL CORPORATION** ("IMC") and _____ ("the NGO") have on the basis of their respective mandates, a common aim in the furtherance of Comprehensive Resettlement of the Beggars in the City of Indore

Whereas,

- A. IMC is the Nodal Agency for implementation of the **PILOT PROGRAM – Comprehensive Resettlement of Beggars in the City of Indore by Ministry of Social Justice and Empowerment, Government of India**. Indore is one among the ten (10) cities selected for the above referred Pilot Project.
- B. Indore Municipal Corporation proposes to engage reputed Agency [Non-Government Organisation / Societies/ Trust] to Operate and Manage its Newly developed Beggar Rehabilitation Cum Skill Development Centre at Samajik Kalyan Parisar, Pardeshipura Indore (M.P.)
- C. For the Successful execution of the Program – **“Comprehensive Resettlement of Beggars in the City of Indore”**, **IMC has** identified Agency 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 accordance with the conditions and manner prescribed in the Request for Proposal (henceforth called “RFP”)



- D. The RFP, General Conditions of Contract, Special Conditions of Conditions, corrigendum, instructions from GoI, GoMP etc. shall form an integral part of this agreement.
- E. The NGO its status being in accordance with national regulations, has demonstrated the capacity needed for the activities involved, in accordance with the IMC requirements for management; is apolitical and not profit-making.
- F. The NGO and IMC agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances.

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the NGO and IMC have entered into the present Agreement.

ARTICLE I. DEFINITIONS

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and IMC.
- (b) "RFP" shall mean Request for Proposal – Part of tender Document
- (c) "IMC" shall mean the Indore Municipal Corporation, constituted under the Municipal Corporation Act, 1956
- (d) "The NGO" shall mean [_____], a non-governmental organization that was established in and incorporated under the laws of India, with the purpose of providing services to the destitute section of the society.
- (e) "The Agreement" or "the present Agreement" shall mean the present Program Cooperation Agreement, the Program Document (Annex), which incorporates the Program Outputs and Activities, Detailed Implementation Plan, Inputs being provided by IMC officials, and Program Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement.
- (f) "Program" shall mean the activities as described in the Program Document.
- (g) "GoMP" shall mean the Government of Madhya Pradesh;
- (h) "GoI" shall mean the Government of India;
- (i) "Competent Authority" shall mean the Commissioner, Indore Municipal Corporation;



- (j) "Appellate Authority" shall be as per Municipal Corporation Act, 1956;
- (k) "Stakeholders" shall mean the concerned various departments involved in the successful execution of the Program;
- (l) "Program Manager / Centre Manager" shall mean the person appointed by the NGO, in consultation with IMC who acts as the overall coordinator of the Program and assumes the primary responsibility for all aspects of it;
- (m) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered.
- (n) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;
- (o) "Program Implementation Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Program Document, deemed necessary to achieve Program results, prepared at the time of approval of the Program, and revised as and when required by Indore Municipal Corporation.

ARTICLE II. OBJECTIVE AND SCOPE OF THE PRESENT AGREEMENT

1. The present Agreement sets forth the general terms and conditions of the collaboration of the Parties in all aspects of achieving the Program Objectives, as set out in the Program Guidelines (**Annexure -1 of the present Agreement**).
2. The second party agree to provide services as set forth in the RFP and present agreement and to maintain healthy working relationships with First Party, in order to achieve the Objectives of the Program.
3. The first party possess all the rights to amend the Scope of Work specified in Point 2 of this article. However, any changes in the Scope of Work shall be communicated to the NGO well in advance to make arrangement for the same.
4. The NGO agrees to coordinate with other organizations empaneled with IMC for the Survey and Rescue of Beggars within Municipal Boundary. The NGO shall make no discrimination with empaneled organization for Survey and Rescue.
5. The NGO agrees to setup the Skill Development unit as defined in RFP. In addition to the same NGO shall also facilitate the mobilization of the residents of the Centre and organize



the training programs in other locations / premises external to the Centre as and when required by the IMC

6. The Second Party agrees to follow all the instructions from “IMC” in reference to the Program, any shortcomings observed on account of the NGO shall be considered as the breach of this agreement. In case of any shortcomings observed in the Program, NGO shall be solely responsible, and the work contract shall be discontinued.
7. The Second Party agrees that the First Party possess all the rights to discontinue the agreement by giving prior notice in to the Second Party on account of non-satisfactory performance accordance with the Article XIII of this agreement.

ARTICLE III. DURATION OF PROGRAM AGREEMENT

1. The term of the present Agreement shall commence on _____ and effective for a period of **12 Months (1 Year)**. The Program shall commence and be completed in accordance with the time frame or schedule set out in the Program Document. The duration of the assignment is extendable at the sole discretion of the Employer and the agency shall have to execute the assignment at the approved rates till the appointment of another agency suggested / designated by the Employer.
2. Should it become evident to either Party during the implementation of the Program that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Program, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article XVII, below.

ARTICLE IV. GENERAL RESPONSIBILITIES OF THE PARTIES

1. The Second Party agree to carry out its responsibilities in accordance with the provisions of the present Agreement, and to undertake the Program in accordance with the policies and procedures as set out in the **Annexure-1: Program Guidelines and Annexure-2: Responsibility Matrix**, which forms an integral part of the present Agreement.



2. The gas connection in the premises shall be arranged by IMC and shall be in the name of IMC, however NGO shall be responsible for the monthly payments of the same. The monthly payments shall be reimbursed upon submission of Payment receipts.
3. Each Party shall determine and communicate to the other Party / the designated personnel (or unit) having the ultimate authority and responsibility for the Program on its behalf. The Program Manager shall be appointed by the NGO, in consultation with the IMC.
4. The Second Party shall keep the First Party informed of all the activities pertaining to the Program and shall consult at least once every month (Monthly Review Meeting) or as required by the First Party or as circumstances arise that may have a bearing on the status of the Parties that may affect the achievement of the Objectives of the Program, with a view to reviewing the Implementation Plan and other aspects of the Program as a whole.
5. The NGO may use the name and emblem of the IMC only in direct connection with the Program, and subject to prior written approval of the IMC.
6. The activities under the present Agreement are in support of the efforts of the Government of India, and therefore the NGO will report to the IMC in accordance with the **Annexure -3: "Fortnightly Report Format"**. The Program Manager will be responsible for day-to-day contacts with the relevant nodal officers of all the Stakeholders [**Stakeholders are defined in Annexure-4**] on operational matters during the implementation of the Program. The IMC will act as the principal channel for communicating with the GoI and GoMP regarding the activities under the Program unless otherwise agreed with the Parties.
7. The NGO shall communicate with all the concerned Stakeholders with the support of First Party.
8. The IMC designated officials will facilitate access to information, advisory services, technical and professional support (as and when required) and will support the NGO to access the advisory services of other agencies, whenever necessary.
9. The NGO agrees to undertake all reasonable efforts to ensure that none of the IMC funds received under this Agreement are used to provide support to individuals or entities associated with unlawful activities. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.
10. The responsibility for the safety and security of the NGO and its personnel and property, and of IMC's property in the NGO's custody, rests with the NGO.



11. The NGO shall:

- (a) Put in place an appropriate daily meal plan and shall maintain the same, considering the occupancy situation in the Rehabilitation Cum Skill Development Center where the services are being provided;
- (b) put in place an appropriate security plan and maintain the security plan, considering the security situation in the Rehabilitation Cum Skill Development Center where the services are being provided;
- (c) assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.

12. IMC reserves the right to verify whether implementation plan including but not limited to Security Plan, Manpower deployment plan, Daily- Meals Plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate implementation plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the NGO shall remain solely responsible for the security of its personnel and for IMC's property in its custody.

ARTICLE V. PERSONNEL REQUIREMENTS

1. The NGO shall deploy the personnel as required in the RFP and Program document [**As described Annexure-5 to this document**] for successful execution of the Program – **“Comprehensive Resettlement of Beggars in the City of Indore”**.
2. The NGO shall be paid the remuneration of deployed personnel in accordance to the quoted monthly rates and as agreed by the IMC.
3. Any changes in the deployment of personnel for instance increase / decrease of specific resource shall be informed well in advance to the IMC. The monthly invoice (Bill) shall clearly indicate the quantum of personnel deployed during the month and shall be paid in accordance with the approved monthly rates as specified in **Annexure-5**.
4. IMC may at any time instruct the NGO to alter the deployment plan as per the requirements for the successful execution of the Program. The alteration in the no. of human resource shall be recorded diligently.
5. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or suppliers (hereinafter referred to as "Personnel").



6. The NGO personnel shall not be considered in any respect as being the employees or agents of IMC. The NGO shall ensure that all relevant labour laws are observed.
7. ***IMC does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NGO personnel as a result of their work pertaining to the Program. It is understood that adequate medical and life insurance for NGO personnel, as well as insurance coverage for service-incurred illness, injury, disability, or death, is the responsibility of the NGO.***
8. The NGO shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Program, and that decisions on employment related to the Program shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. **The NGO shall ensure that all personnel are free from any conflicts of interest related to the Program Activities.**

ARTICLE VI. TERMS AND OBLIGATIONS OF PERSONNEL

1. The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing Program-related activities under the present Agreement comply with these obligations:
 - a. The personnel shall be under the direct charge of the NGO, which functions under the general guidance of IMC;
 - b. *Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from authority external to IMC;*
 - c. They shall refrain from any conduct that would adversely reflect on the GoI, GoMP, IMC and shall not engage in any activity which is incompatible with the aims and objectives of the GoI, GoMP or the mandate of IMC;
 - d. Subject to the requirements outlined in the document “public information disclosure policy”, information that is considered confidential shall not be used



without the authorization of IMC. In any event, such information shall not be used for individual profit.

- e. The Program Manager may communicate with the media regarding the methods and scientific procedures used by the NGO; however, IMC clearance is required for the use of the name IMC in conjunction with Program Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

ARTICLES VII. SUPPLIES, VEHICLES AND PROCUREMENT

1. The NGO shall make available the materials (consumables) and equipment as specified in the Program Document and as described in **Annexure-6** of this document.
2. In addition to (1) above, IMC shall contribute to the Program the resources (Materials and Facilities) as indicated in the Program Document.
3. Equipment, non-expendable materials, or other property furnished or financed by IMC shall remain the property of IMC and shall be returned to IMC upon completion of the Program or upon termination of the present Agreement, unless otherwise specified. During Program implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance, and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Program, obtain appropriate insurance in such amounts as may be required.
4. All the Equipment, materials, or other property furnished by the NGO shall be the property of IMC.
5. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide IMC with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.
6. In its procedures for procurement of goods, services or other requirements with funds made available by IMC as provided for in the Program, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an



assessment of competitive quotations, bids, or proposals unless otherwise agreed to by IMC.

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with IMC funds and shall take periodic physical inventories. The NGO shall provide IMC Monthly with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as IMC may ask for.

ARTICLE VIII. FINANCIAL AND OPERATIONAL ARRANGEMENTS

1. In accordance with the Quoted Financial Bid, IMC has allocated and will make available to the NGO funds up to the maximum amount of _____.
2. The Monthly Bill shall be strictly in accordance with quoted financial bid (Annexure -9)
3. All the installments of payments shall be made available to the NGO in accordance with the Payment Schedule as set forth in **Annexure-7 of this document** and upon submission of Invoice/ Bill along with agreed-upon supporting documentation as described in **Annexure-8 of this present agreement** have been submitted to and accepted by IMC as showing satisfactory.
4. The NGO agrees to utilise the funds and any supplies and equipment provided by IMC in strict accordance with the Program Document. The NGO shall be authorized to make variations not exceeding 10 per cent on any one-line item of the Agreed Bid [**Annexure-9: Program Financials**] provided that the total Budget allocated by IMC is not exceeded. The NGO shall notify IMC about any expected variations on the occasion of the Monthly review meetings. Any variations exceeding 10 per cent on any one- line item that may be necessary for the proper and successful implementation of the Program shall be subject to prior approval of the IMC.
5. The NGO further agrees to return within two weeks any unused supplies made available by IMC at the termination or end of the present Agreement or the completion of the Program.
6. IMC shall not be liable for the payment of any expenses, fees, tolls, or any other financial cost not outlined in the Program Work Plan or Program Financial unless IMC has explicitly agreed in writing to do so prior to the expenditure by the NGO.



ARTICLE IX. MAINTENANCE OF RECORDS

1. The NGO shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by IMC to ensure that all expenditures are in conformity with the provisions of the Program Document, Program Work Plan and agreed Financial Bid. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.
2. Any Income to the NGO including CSR fund raised, arising from the management of the Program shall be promptly disclosed to IMC. The Income shall be reflected in a revised Program Financials and Work Plan and recorded as accrued income and submitted to IMC with the monthly invoice as supporting document unless otherwise specified by IMC.
3. Upon completion of the Program/or Termination of the Agreement, the NGO shall maintain the records for a period of at least three years.

ARTICLE X. REPORTING REQUIREMENTS

1. The NGO shall provide IMC with periodic reports on the progress, activities, achievements, and results of the Program, as specified in the agreement. As a minimum, the NGO shall prepare a fortnightly progress report.
2. Financial reporting will be Monthly:
 - a. The NGO prepares a financial report [**Annexure-10: Draft Financial Report**] and submits it to the IMC as a supporting necessary documentation of the Monthly Invoice, in [*the working language of IMC i.e., Hindi / English*].
 - b. The purpose of the financial report is to assess the accrued income from CSR funding (if any) and accordingly analyses the requirement of prospective funds necessary for the successful execution of the Program.
 - c. The financial report has been designed to reflect the transactions of Program on an accrual basis. For this reason, unliquidated obligations or commitments should be reported to IMC, i.e., the reports should be prepared on an "accrual basis" and thus will include both disbursements made by the NGO and commitments.



- d. Any refund received by an NGO from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.
3. Within two weeks of the completion of the Program or of the termination of the present Agreement, the NGO shall submit a final report on the Program activities and include a final financial report on the use of IMC funds, as well as an inventory of supplies and equipment.

ARTICLE XI. AUDIT REQUIREMENTS

1. The NGO shall submit to the IMC a certified Monthly statement on the status of funds and fulfillment of the requirements described in the Program document. The Program will be audited (technically) at least once monthly, or as directed by the competent authority. The audit shall be carried out by the Audit committee (Monitoring Committee) constituted on the direction of the **Commissioner – Indore Municipal Corporation**.
2. Each monthly Bill submitted by the NGO shall be accompanied with the resolution report of the shortcomings reported in the any of the previous Audit report of the monitoring committee.
3. The NGO acknowledges and agrees that, at any time, IMC may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the NGO generally.
4. The right of IMC to investigate and the NGO's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement. The NGO shall provide its full and timely cooperation with any such inspections, audits or investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available its personnel and any documentation for such purposes. The NGO shall require its personnel's, including, but not limited to, the NGO's accountants or other advisers, to reasonably cooperate with any inspections, audits or investigations carried out by IMC hereunder.

ARTICLE XII. RESPONSIBILITY FOR CLAIMS



1. The NGO shall indemnify, hold, and save harmless, and defend at its own expense, IMC, its officials, and persons performing services for IMC, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Program.
2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or advisers.

ARTICLE XIII. SUSPENSION AND EARLY TERMINATION

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that IMC may find it necessary to terminate the Program, or to modify the arrangements for the management of a Program, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Program. The provisions of the present Article shall apply to any such situation.
2. IMC shall instruct the NGO if any circumstances arise that, in the judgment of IMC, interfere or threaten to interfere with the successful completion of the Program or the accomplishment of its purposes. The NGO shall promptly inform IMC of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control.
3. IMC may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Program by written notice of 15 Days to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article.
4. If the cause of suspension is not rectified or eliminated within Fifteen **(15) days** after IMC has given notice of suspension to the NGO, IMC may, by written notice at any time thereafter during the continuation of such cause:
 - (a) terminate the Program; or



- (b) terminate the management of the Program by the NGO,
5. Subject to paragraph 4 (b), above, of the present Article, the NGO may request for termination of the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing IMC with written notice of its request to terminate the present Agreement at least 60 days prior to the effective date of termination.
 6. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenditures. The NGO shall undertake no forward commitments and shall handover to IMC/ IMC designated Agency, within 15 days, all supplies, equipment and other property provided by IMC.
 7. In the event of any termination by either Party under the present Article, IMC shall reimburse the NGO only for the costs incurred to manage the Program in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by IMC in respect of the Program, shall not exceed the total IMC allocation for the Program.
 8. In the event of transfer of the responsibilities of the NGO for the management of a Program to another institution, the NGO shall cooperate with IMC and the other institution in the orderly transfer of such responsibilities.

ARTICLE XIV. FORCE MAJEURE

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, as defined in Article I, paragraph 1, above, the Second Party affected by the force majeure shall give the First Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by IMC, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.



In the event that the present Agreement is terminated owing to causes constituting force majeure, the provisions of Article XIII, above, shall apply.

ARTICLE XV. ARBITRATION

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy, or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.

ARTICLE XVI. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Government of India, Government of Madhya Pradesh and Indore Municipal Corporation.

ARTICLE XVII. AMENDMENTS

The present Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

For the First Party (IMC):

For the Second Party (NGO):

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Place: _____

Place: _____

Date: _____

Date: _____

