

# **MUNICIPAL CORPORATION, CHANDIGARH**

New Deluxe Building, Sector 17, Chandigarh-160017

**RFP No: CMMU/DAY-NULM/2017-18/**

***REQUEST FOR PROPOSAL (RFP)***

***for***

**CONSULTANCY SERVICES FOR SURVEY OF URBAN HOMELESS IN  
CHANDIGARH**

**Under the scheme of**

**Shelter for Urban Homeless (SUH)- Deendayal Antyodaya  
Yojana-National Urban Livelihood (DAY-NULM)**

# MUNICIPAL CORPORATION, CHANDIGARH

New Deluxe Building, Sector 17, Chandigarh-160017

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## MUNICIPAL CORPORATION, CHANDIGARH New Deluxe Building, Sector 17-Chandigarh

### 1. Notice Inviting Tenders (NIT)

File No: CMMU/NULM/2017-18/

Dated:

#### 1. Clause 1 General condition of contract-A. General provision definition:-

- i) Administration means Chandigarh Administration UT Chandigarh.
- ii) Corporation means Municipal Corporation.

### Invitation for Consultancy

#### 1.1 Service

Municipal Corporation, Chandigarh invites online **tender proposal** for: "Consultancy Services for Survey of Urban Homeless under the Shelter for Urban Homeless (SUH)-Deendayal Antyodaya Yojana- National Urban Livelihood Mission (DAY-NULM)" in Municipal Corporation, Chandigarh through e-procurement on portal <https://www.mcchandigarh.gov.in> from reputed, qualified and eligible consultants as per RFP document. The RFP document may also be downloaded from website ([www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in)) of Municipal Corporation Chandigarh for reference only. Minimum eligibility criteria have been given in RFP document.

Sr. No.	Name of work	Earnest Money	RFP Cost+ E-service fee	Period of completion
1	"Consultancy Services for Survey of Urban Homeless in Municipal Corporation, Chandigarh	Rs. 50,000/- (through DD or Online)	Rs. 5,000/- + Rs.1,000/- =Rs. 6,000/- ( through DD or Online)	up-to 150 Days

#### Key Dates:-

Sr. No.	Description	Dates & Time
1.	Release of NIT	25-07-2017
2.	Online tender purchase start Date	31-07-2017
3.	Pre-Bid Meet	04-08-2017
4.	Online Tender Bid Submission End Date	29-08-2017 & 5.00 pm
5	Hard-copy in physical Submission Last Date	29-08-2017 & 5.00 pm
6.	Opening of Technical Proposal	08-09-2017
7.	Financial Bid (Envelope-C) Open Date (only of technically qualified bidders)	As notified.

- a. Bidders are advised to study the RFP Document carefully. Submission of Bids against this RFP shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.
- b. The RFP document is also available at website [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in)
- c. All Bidders are advised to check for any further clarifications and corrigendum related to this project at the website <https://www.mcchandigarh.gov.in>
- d. The Bids will be opened in the presence of Bidder's representatives, who choose to attend, at the venue, date and time mentioned in the Key Dates.
- e. In the event of date specified for Bids opening being declared a holiday for Municipal Corporation office then the due date for opening of Bids shall be the following working day at the appointed time.
- f. Bidders are requested to submit scanned copies of following documents along with their proposals:-
  - i. Proof of online deposit of RFP + E-service charges\fee (Non-Refundable) of Rs. 6000.00 (six Thousand only)
  - ii. Proof of online deposit of Earnest Money Deposit (EMD)/ Bid Security (Refundable) of Rs. 50,000/- (Rupees Fifty thousand only)
  - iii. Copy of certificate of Incorporation/Registration Certificate
  - iv. Registration Certificate under Section 12. A of Income Tax Act, 1961
  - v. Audited Statement of Annual Turn Over of last 3 year to be enclosed along with Annual ITR.
  - vi. Certificate/Work order/MOU from employer regarding experience should be furnished.
- g. The complete proposals as per the RFP document shall be submitted at above mentioned schedule. For any other information may contact The Commissioner, Municipal Corporation, Chandigarh.
- h. Amendments to NIT/RFP, if any, would be published on e -procurement website only, and not in newspaper(s). The Commissioner, Municipal Corporation, Chandigarh reserves all the rights to accept or reject any or all tenders without assigning any reasons.
- i. Blacklisting Clause:- As per instructions/directions of Chandigarh Administration in every Tender/Contract/ agreement, it is compulsory to incorporate the blacklisting clause.

**Note:** *Consultant will be responsible for carrying out the entire exercise of survey of Urban Homeless in accordance with NULM (SUH) guidelines and must also incorporate any/all the amendments in Guidelines as & when issued by GoI/State.*

The Commissioner  
Municipal Corporation  
Chandigarh

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## **1. Disclaimer**

The information contained in this Request for Proposal (RFP) document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of Municipal Corporation, Chandigarh is provided to bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Municipal Corporation, Chandigarh to the prospective bidders or any other person. The purpose of this RFP is to provide interested firms with information that may be useful to them in formulation of their Proposals pursuant to this RFP. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Municipal Corporation, Chandigarh accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Municipal Corporation, Chandigarh also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance on any bidder upon the statements contained in this RFP.

Municipal Corporation, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that Municipal Corporation, Chandigarh is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and Municipal Corporation, Chandigarh reserves the rights to reject all or any of the Proposals without assigning any reasons whatsoever.

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

**2. Checklist for Bidders**

Online three envelope system shall be followed, but bidders have to submit two envelopes in physical also i.e.

- **Envelop A:**
  - EMD and Cost of RFP + E-service fee
  - Affidavit (Authenticity and correctness of information/documents provided in Bid),
  - Affidavit regarding delisting/blacklisting, demobilization etc. as required under eligibility criteria.
  - Authority Letter to Sign on behalf of Consultant and
  - Authority Letter for use of Digital Signature
- **Envelop B: Technical Bid (detailed in para 8.6-Instructions to Bidders)**

**Note:**

- Please note that in any case if price-bid/Financial Offer submitted manually then bid shall be rejected.
- Only those proposals will be considered for opening, who have submitted their BID online as well as in physical form by due date/time (as specified in Bid Data Sheet).

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Sr. No.	Checklist	Checkbox (Please tick '✓')
1	Whether the proposals have been properly sealed, marked and labeled as required?	<input type="checkbox"/>
2	Have you submitted envelop-A & Envelop-B (Physically as well as online) & Financial Proposal only online?	<input type="checkbox"/>
3	Whether the proposal has been signed by bidder/authorized signatory	<input type="checkbox"/>
4	Joint venture / Consortium proposal is not permitted	<input type="checkbox"/>
5	Whether submitted number of copies as prescribed in the data sheet?	<input type="checkbox"/>
6	Whether submitted the Scanned copy (PDF format) of the technical proposals on e -Procurement Portal?	<input type="checkbox"/>
7	Whether Company Registration & associated Documents are enclosed (Envelop-B)?	<input type="checkbox"/>
8	Whether copy of PAN, TAN, Service Tax Registration etc. is enclosed with Technical Proposal (Envelope-B).	<input type="checkbox"/>
9	Have you online deposited EMD and RfP + e-service charges?	<input type="checkbox"/>
10	Whether the proof of online deposit of EMD and RfP+e -service charges submitted in Envelope-A?	<input type="checkbox"/>
11	Have all the pages of proposal (Technical and financial bids) been properly numbered and signed by authority/ authorized person only?	<input type="checkbox"/>
12	Have all the CV's signed by authorized person of the Agency?	<input type="checkbox"/>
13	Is the CV submitted according to the format given?	<input type="checkbox"/>
14	Have you checked the eligibility Criteria and Enclosed the relevant documents as proof?	<input type="checkbox"/>
15	Whether the number of pages of the proposal properly indexed?	<input type="checkbox"/>
16	Whether undertaking as prescribed is enclosed with technical proposal?	<input type="checkbox"/>
17	Whether authority letter for signing the proposal is enclosed with the technical proposal?	<input type="checkbox"/>
18	Whether evidence of financial eligibility enclosed with Technical Proposal?	<input type="checkbox"/>
19	Whether work Programme/ Personnel Schedule/ Team Structure are enclosed with Technical Proposal(Envelope-B) as required in Annexure-D of RfP?	<input type="checkbox"/>
20	Whether Methodology & Innovativeness are enclosed with Technical Proposal (Envelope -B) as required in Annexure-D of RFP?	<input type="checkbox"/>
21	Whether both the self-assessment (Eligibility and Tech. Evaluation) formats duly filled in and signed are attached/enclosed with Technical Proposal (Envelope-B) as required in Annexure-G and Annexure-H of RFP?	<input type="checkbox"/>

3.

### **DOCUMENT CONTROL SHEET**

**Competitive Request for Proposal (RFP) FOR CONSULTANCY SERVICE**  
**“Consultancy Services for Survey of urban homeless under the Shelter for Urban Homeless (SUH)**  
**– Deendayal Antyodaya Yojana-National Urban Livelihood Mission (DAY-NULM)”**

<b>Sr. no.</b>	<b>Particular</b>	<b>Details</b>
1.	Release of NIT	25-07-2017
2.	Online Tender Purchase Start Date	31-07-2017
3.	Pre-Bid Meet	04-08-2017
4.	Online Tender Bid Submission End Date	29-08-2017 & 5.00 pm
5.	Hard-copy in physical Submission Last Date	29-08-2017 & 5.00 pm
6.	Opening of Technical Proposal	08-09-2017
7.	Financial Bid (Envelope-C) Open Date (only of technically qualified bidders)	As notified.
8.	Validity period of Proposal	120 Days
9.	Venue for opening of bids	The Commissioner Municipal Corporation, Chandigarh, Room No. 42, Annexe Building, Sector 17, Chandigarh
10.	Cost of RFP document + E Service Fee	Rs.5,000/- + 1000/- = 6000/- (Online deposit and proof of deposit to be submitted in envelope-A)
11.	Earnest Money Deposit (EMD)	Rs. 50,000/- (Online deposit and proof of deposit to be submitted in envelope-A)
12.	Office And Correspondence Address	The Commissioner Municipal Corporation, Chandigarh, New Deluxe Building, Sector 17, Chandigarh-160017
13.	Phone/Fax	0172-5021504
14.	E-mail	nulm.chd@gmail.com
15.	Website	<a href="http://www.mcchandigarh.gov.in">www.mcchandigarh.gov.in</a>

**Note:**

1. This document is non transferable and non refundable.
2. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.

**4. Instruction to Bidder for e-Tendering**

*Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.*

**E-tendering:**

- i. For participation in e-tendering module of Municipal Corporation, Chandigarh it is mandatory for prospective bidders to get registration on website <https://etenders.chd.nic.in>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- ii. Tender documents can be downloaded from website [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in). However, the bidders have to upload complete tender document along-with online deposit of RfP document fee+E-service fee of **Rs.6,000/- (Rs. Six Thousand only)** and EMD, without which bids will not be accepted.
- iii. E-service/gateway charges shall be borne by the bidders.
- iv. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class II Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Municipal Corporation, Chandigarh shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- v. If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vi. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- vii. Bidder must positively complete online e-tendering procedure at <https://etenders.chd.nic.in>
- viii. Municipal Corporation, Chandigarh shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- ix. For any type of clarifications bidders/contractors can visit <https://etenders.chd.nic.in> and [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in)
- x. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.

Apart from uploading e-tender on website, bidder has to deposit EMD and RFP & E-service fees online and submit its proof in separate envelopes along-with other documents as detailed below:

1. RFP cost + E-service Fee of **Rs. 6,000/- (Rs. Six thousand only)** and EMD **Rs.50,000/- (Rs. fifty thousand only)** in Envelop-A
2. Affidavit in Envelop-A,
3. Authority Letter to Sign on behalf of Consultant in Envelop-A,
4. Authority Letter for use of Digital Signature in Envelop-A and
5. Technical Bid in Envelop-B with all relevant enclosures (as detailed para 8.6-Instructions to bidders)

Envelop-A & Envelop-B are to be kept in one sealed envelope in physical form (as well as all the 3 Envelops must be submitted Online, the third envelope refers to financial proposal which has to be submitted online only). This envelope should be properly super scribed that this envelope contains 2 envelopes of proof of online deposit of EMD and RfP+e-service charges and Technical bid against respective tender with due date & time of tender opening as per Bid-Data Sheet/Document Control Sheet. This envelope should be submitted physically on or before the date of submission (as per detailed Document Control Sheet Schedule). Tenders/Proposals received within specified time (e-tender as well as physical submission) shall only be opened on the date/time specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

- xi.** The Bid in physical form shall be accepted up to \_\_\_\_\_ (upto \_\_\_\_\_ PM). **The same may be submitted in the office of the undersigned.**

a) Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website along with tender offer. Cognizance of other physically submitted documents (if any) shall not be taken.

b) The physically submitted envelope of documents will be opened first. The tenders received without proof of deposit of pre-requisite EMD and RFP cost as well as e-service charges, shall be returned unopened to the respective bidder. The tender documents fees shall not be refunded.



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**Earnest Money Deposit and the RFP+ e-service charges:-**

- The RFP document cost+ E-service Fee of **Rs. 6000/- (Rs. Six Thousand Only)** is to be deposited online by bidder against RFP No: SHMU/NULM/2017-18/ The proof of online deposit should be submitted in sealed Envelope-A.
- The EMD of **Rs.50,000/ (Rs. Fifty thousand Only)** is to be deposited online by bidder. The proof of deposit of EMD shall be physically submitted in a sealed Envelope -A super scribing "**EMD & RFP cost + E-service fee of Rs. 50,000/- and Rs. 6000/- respectively** against RFP No: SMMU/NULM/2017-18/.....
- No Proposal will be accepted without valid RFP cost and Earnest Money Deposit.
- **Any mismatch, if found in the documents submitted in physical form and that uploaded online, the documents submitted online shall be considered final and no justification regarding this shall be entertained by the Municipal Corporation , Chandigarh**

**Technical bid:** - Bidders must positively complete online e-tendering procedure at <https://etenders.chd.nic.in>. They shall have to submit the documents as prescribed in the RfP online in the website. The website/e-portal may accept a file sizing upto 10 MB, however, the bidders may submit their complete bids (with all the requisite documents) in multiple files.

Hard copies of above technical bid/proposal must be submitted in a separate sealed envelope super-scribing "**Envelope-B**" technical bid for RfP No: SMMU/NULM/2017-18/" as prescribed in Bid-Data Sheet.

**Financial bid:-** Bidder must submit the Price/Financial bid document as per the format given in RfP/available online and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date. The bidder can view the financial bid opening date by logging into web-site.

- On the due date of e-tender opening, the technical bids of bidders will be opened online. **Municipal Corporation, Chandigarh** reserves the right for extension of due date of opening of technical bid.
- **Municipal Corporation, Chandigarh** reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the RfP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in) web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site. The **Municipal Corporation, Chandigarh** shall have no responsibility for any delay/omission on part of the bidder.

## 5. **INVITATION FOR PROPOSALS (IFP)**

The Municipal Corporation, Chandigarh was constituted by U.T Government in 1996 for the purpose of identification of urban poor families and implement various urban poverty eradication programmes launched by Govt. of India and Chandigarh Government from time to time. Presently, the Municipal Corporation, Chandigarh implementation/ monitoring the scheme Deendayal Antyodaya Yojana-National Urban Livelihood Mission (DAY-NULM) and identification of families living Below Poverty Line (BPL) in urban areas.

### **Proposal Background**

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

### **Objectives:**

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

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

### **Note:**

- Bidders are advised to study the RFP Document carefully. Submission of Bids against this RFP shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.
- The RFP document is available at website [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in)
- All Bidders are advised to check for any further clarifications and corrigendum related to this project at the website [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in)
- The Bids will be opened in the presence of Bidder's representatives, who choose to attend, at the venue, date and time mentioned in the Document Control Sheet.
- In the event of date specified for Bids opening being declared a holiday for MCC office then the due date for opening of Bids shall be the following working day at the appointed time.
- Municipal Corporation, Chandigarh (MCC) may increase or decrease the number of cluster as per its requirement at any time without assigning any reason(s).

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## 6 Letter of Invitation

Municipal Corporation, Chandigarh  
New Deluxe Building, Sector 17, Chandigarh-160017

No.

Dated:

- 1 The Municipal Corporation, Chandigarh (hereinafter " the Recipient") intends to receive grant from MoHUPA, GoI and State Government under Deendayal Antyodaya Yojana-National Urban Livelihood Mission (DAY-NULM) to address the livelihood issues of urban poor including urban homeless (Municipal Corporation)
- 2 The Municipal Corporation, Chandigarh (hereinafter the "Client") now invites online proposals to provide the following consulting services: "Consultancy services for survey of urban homeless Of Chandigarh.  
Further details of the services requested are provided in the Terms of Reference (TOR) at Annexure-D.
  - a All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
  - b A firm shall be selected under Quality and Cost Based Selection (QCBS 80:20) and procedures described in this RfP, in accordance with the procurement guidelines of the Govt. of Union Territory.
- 4 The RfP includes the following documents:
  1. Letter of Invitation
  2. Annexure A: Bid Data Sheet and Instructions to Bidders
  3. Annexure B: Technical Proposal Submission Forms (Tech-1 to Tech-6)
  4. Annexure C: Financial Proposal (**Only Online Submission**)
  5. Annexure D: Terms of Reference
  6. Annexure E: Standard Contract Document
  7. Annexure F: Self-Assessment of Eligibility.
  8. Annexure G: Self-Assessment of Technical Evaluation.
- 5 Please note that while all the information and data regarding this RfP is, to the best of the Client's knowledge, accurate within the considerations of scope of the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document. Firms intending to submit bids and seek any clarifications should inform the Client's representative in writing or electronically not later than the date indicated for submission of clarifications in BDS.
- 6 Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the QCBS procedure.

**The address for all correspondences with the Client is:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Commissioner  
Municipal Corporation  
Chandigarh

## 7. Annexure A: Bid Data Sheet/Data Sheet

### 7.1: Bid Data Sheet

1	Name of the Client: The Commissioner, Municipal Corporation, Chandigarh
2	Method of selection: Quality and Cost Based Selection (QCBS) method. The selection process will be based on Quality and Cost based selection (QCBS) – (Lump sum per identified Urban homeless) wherein
3	<p>a. Scanned copy Technical bid (each page including annexure, if any, properly numbered) has to be uploaded/submitted online. One set (each page including annexure, if any, properly numbered) in hard and its 2 copies have to be submitted in physical form: Yes</p> <p>b. Only online separate Financial Proposal has to be submitted together with Technical Proposal: Yes</p> <p>c. Separate envelope for <b>financial bid</b> (Clearly indicating <b>"Financial Bid for survey of urban homeless of Chandigarh"</b>) : Yes (only online)</p> <p>Title of Consulting Service is: <b>"Consultancy services for survey of urban homeless of Chandigarh"</b>.</p>
4	<p><b>Bidders must submit the Technical Presentation with Technical Proposal.</b></p> <p>It shall include a brief of current assignment, its experience in similar assignments, approach and methodology, consultant's work plan/details of key professionals, innovative ideas for undertaking the present assignment, etc</p> <p>Note: Only the Team Leader shall make the Technical presentation (Only on Client's request). However, in case the Team Leader is pre-occupied, the next Senior-most personal, well acquainted with the RfP shall give the presentation. All the proposed key</p>
5.	<ul style="list-style-type: none"> <li>• Apart from uploading e-tender on website, bidder has to online deposit EMD and RFP &amp; E-service fees. The bidder is required to submit following documents in physical form in Envelope-A:</li> <li>• Proof of online deposit of RFP cost + E-service Fee of <b>Rs. 6,000/- (Rs. Six thousand only)</b> and EMD <b>Rs. 50,000/- (Rs. Fifty thousand only)</b> in Envelop-A</li> <li>• A/c No. 3248000100915739, IFSC Code-PUNB0324800(For RFP cost+E-Service)Punjab National Bank, Sector 22-B ,Chandigarh.</li> <li>• Affidavit (duly notarized) in Envelop-A,</li> <li>• Authority Letter to Sign on behalf of Consultant in Envelop-A,</li> </ul>
6	<p><b>Online Submission:</b> The consultant must submit a scanned copy of the Technical Proposal and proof of online deposit of EMD &amp; RFP+e-service charges along-with other relevant document &amp; Technical Proposal in their respective envelopes.</p> <p>A/c No. 3248000100915739, IFSC Code-PUNB0324800(For RFP cost+E-Service)Punjab National Bank, Sector 22-B ,Chandigarh.</p>
7	<p><b>Physical Submission:</b> For each Bid (refer letter of invitation) technical Proposals are to be submitted in sealed Envelope-B along-with proof of deposit of EMD &amp; RfP+e-service charges. Thereafter, Envelope-A and Envelope-B should be put in a single wax-sealed envelope by clearly marking "Technical Bid for <b>Consultancy services for survey of urban homeless of Chandigarh</b>" and <b>Do Not Open Except In The Presence Of The Evaluation Committee</b>".</p> <p><b>Online Submission:</b> Scanned copy of Technical Proposal must be submitted Online in Envelope -B and along-with proof of online deposit of EMD and RfP+e-service charges.</p>
8	<p><input type="checkbox"/> The Consultant must submit the one printed set (in original) along-with duly filled in both the self-assessment formats (Eligibility and Technical Evaluation available at Annexure -G and H) of the Technical Proposal (<b>Envelop-B</b>) physically as well as submit same proposal in scanned copy (PDF) at <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> in envelope-B.</p> <p><input type="checkbox"/> Financial Proposal must be submitted online only (as per Annexure -C).</p> <p>Note: <b>If financial bid submitted manually than bid may be rejected.</b></p>
9	Both Envelop-A (documents as per point 5 above) and Envelop-B (Technical Proposals) should be clearly marked, " <b>Envelop-A or "Envelop-B"</b> Proposal For [Title of consulting Service: "Technical Bid for <b>Consultancy services for survey of urban homeless of Chandigarh</b> "] – Do Not Open Except In The Presence Of The Evaluation Committee".
10	<p>A pre-bid meet/conference will be held: Yes</p> <p>Date:04.08.2017</p> <p>Time: 11.30 A.M.</p> <p>Venue: Conference Room, Municipal Corporation, Room No. 42, Annexe Building, Sector 17, Chandigarh</p> <p>The prospective bidder(s) may seek any clarification(s) during pre -bid meet in writing (Firms</p>

	Letterhead) duly signed by the authorized signatory. The clarifications shall be provided by the client in shape of pre-bid minutes.
11	Client Representative: The Commissioner, Municipal Corporation, Chandigarh.
12	Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet.
13	The Consultant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Consultant : Yes
14	Bidders Eligibility Criteria (As defined in para 8.2- Instructions to Bidders): Applicable
15	<ul style="list-style-type: none"> <li>• Separate Financial Proposal(s) has to be submitted online only.</li> <li>• The Technical Proposal is to be submitted online along-with online deposit of EMD and RfP/E-service charges.</li> <li>• The Technical Proposals in original (in hard) along-with proof of online deposit of EMD and RfP/e-service charges have to be submitted by _____ upto _____ PM.</li> </ul>
16	Technical Proposals should be clearly marked '(TECHNICAL PROPOSAL) FOR [Title of Consulting Service: <b>Consultancy services for survey of urban homeless of Chandigarh</b> ]'. DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'.
17	A proof of online deposit of non-refundable RFP Cost+ e-service charges should be provided with Technical Proposal: Yes. If Yes, the amount of the RFP Cost is Rs. 5000/ (Rs. Five thousand only) + E -service charges is Rs.1000/- (Rs. one thousand only), which have to be deposited online only.
18	A Bid Security/EMD must be submitted: Yes An Earnest Money Deposit (EMD)/ Bid Security should be deposited online with Technical Proposal: Yes If Yes, the amount of the Earnest Money Deposit (EMD)/ Bid Security is Rs.50,000/- (Rupees Fifty thousand only), which has to be deposited online only.
19	The amount of the EMD/Bid Security is Rs. 50,000/- (Rupees Fifty thousand only) for each Bid and the duration for validity of Bid Security is 120 days. Bid security shall be refunded to the successful bidder upon signing of agreement with The Missioner Director, Municipal Corporation, Chandigarh. For unsuccessful bidders the bid security shall be refunded within 30 days after signing of agreement with the successful bidder.
20	A Performance Bond in the form of Bank Guarantee is to be submitted by the successful Bidder before signing of Contract. Amount will be 5% of the contract value; this may be provided as 100% Bank Guarantee. Bank Guarantee will be valid till completion successful completion of the survey as per RFP and minimum 6 months and made in the name of: The Commissioner, Municipal Corporation
21	Currency for Proposals is: Indian Rupee
22	Address for communication/ submission of Proposals: Commissioner, Municipal Corporation, Chandigarh, Room No. 42, Annexe Building, Sector 17, Chandigarh Phone: 0172-5021504, Email: nulm.chd@gmail.com
23	Expected date for public opening of Financial Proposals: [Will be intimated to the qualified bidders separately]
24	Expected date for commencement of consulting services: (Within 7 days of signing the agreement with Commissioner, Municipal Corporation, Chandigarh)
25	The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mentioned in RFP Document
26	The Time line to complete the full assignment is 100 days.

## 8 Instructions to Bidders (ITB)

### 8.1 Introduction

The Consultants are invited to submit a Technical Proposal as specified in the Data Sheet. The Proposal shall be the basis for a signed Contract with the selected Consultant.

The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.

The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.

**Eligibility Criteria:** The bidders should satisfy the following minimum eligibility and those as specified in the Data Sheet. Only those who satisfy these criteria should submit the proposal with necessary supporting documents:

- i. The Agency/Firm/Company/NGO should be formed/ constituted and registered under appropriate Act and have completed 3 years as on 31-03-2016 after its registration.
- ii. Proposal in consortium/Joint Venture/Partnership shall not be accepted.
- iii. The average annual turn-over of the firm in previous three years (i.e. 2013-14, 2014-15 and 2015-16) shall not be less than Rs. 20.00 lakh.
- iv. The firm which has not been de-listed/black listed/debarred by Govt. of India/Any other State Govt./ Chandigarh Govt. or its Departments/agency(ies).
- v. The Agency(ies), who left incomplete work in last 3 years in any Department/Agency of Chandigarh State, shall also not be eligible to apply for the RFP/bidding process. The Prospective bidders are required to submit a notarized affidavit in this regard.
- vi. Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, c) they are eligible as per minimum criteria and d), are not dependent agencies of MoHUPA, MoUD, GoI ULB Department, Chandigarh Government.
- vii. Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
- viii. The Agency should have proper Firm/Company/Institution Regn. No., PAN, TAN, Service Tax No. etc. under appropriate Act/Law.

### Clarifications of RFP Documents

Consultants may request clarification on any of the RFP document up to specified number of days before the submission date as indicated in the Data Sheet. Any request for clarifications must be sent in writing on company/agency's letterhead under proper signature of authorized person, to the Client's Representative whose address is provided in the Data Sheet. The Client will respond in form of pre-bid meet proceedings. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 8.3.2.

At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing and shall upload the same by standard electronic means. Accordingly, the Client may, at its discretion, extend the deadline for the submission of Technical Proposal. It is the responsibility of prospective bidder(s) to regularly view/login the relevant website(s).

### Preparation of Proposals

The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **Instructions for Submission of Proposal**

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.

Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

Consultants shall submit one sealed envelope, containing the Technical Proposal along with the proof of online deposit of EMD and RFP cost + e-service charges.

### **Technical Proposal (Online and also Physical) (see Annexure B)**

The Technical Proposal apart from the documents required for Envelope -A (Ref. Sr. No.5 of BDS), shall contain the following:

- a. Covering Letter (Tech 1);
- b. Affidavit (Tech 1.1.);
- c. Legal Constitution & Number of Years of Existence; (Tech1.2);
- d. Project detail sheets(in prescribed format) outlining previous experience of the firm in similar types of assignments completed during the past years (Tech. 2, 2.1 & 2.2.);
- e. CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Tech 3);
- f. List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (Tech 4);
- g. Financial Standing (Annual Turnover) of agency; (Tech 5);
- h. Description of Approach and Methodology; (Tech 6);
- i. One printed set (in original) along-with duly filled in both the self-assessment formats (Eligibility and Technical Evaluation available at Annexure-G and H) of the Technical Proposal (**Envelope-B**) physically as well as submit same proposal in scanned copy (PDF format) at <https://etenders.chd.nic.in> envelope-B.
- j. Matters not appropriate in any other section. This includes: written confirmation authorizing the signatory of the Proposal to commit the Consultant;

No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.

### **Financial Proposal (to be submitted online only) (See Annexure C)**

The Financial Proposal shall be submitted strictly as per Format given in Annexure -C.

**Note:**

1. The bidder is required to quote rates for all the four categories failing which financial bid shall not be considered for evaluation.
2. The financial evaluation will be done based on total quoted amount for all the four categories. However, in case of vast variation between the category-wise quoted rates, the Evaluation Committee may also consider the category-wise financial evaluation for each category and based on QCBS, a qualifying bidder may be decided for all the 80 towns or four separately qualifying bidders may be decided for each category. The final decision will be taken by the Mission Director.

### **Submission Instructions**

Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Proposals.

The Consultant shall submit Proposals using the appropriate submission sheets provided in Annexure B & C. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

### **Proposal Validity**

Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Proposal as prescribed by the Client.

A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.

During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.

### Format and signing of Proposals

Scanned copies of following may be uploaded on the portal.

Technical Proposal (One Original only) shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL - ORIGINAL".

Financial Proposal should be submitted online only.

The Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

The Client may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.

### Criteria for Evaluation of Technical Proposals

Evaluation of Technical Proposals shall be carried out by the Evaluation Committee by considering both the self assessment details (Eligibility and technical evaluation) submitted by the bidders. In case, non- submission of duly filled in both the self-assessment forms, no objections in respect of eligibility and technical evaluation, shall be entertained.

Technical proposal of all the Applicants will be evaluated based on the following Evaluation Criteria.

Technical proposals of all the Applicants will be evaluated based on QCBS. Evaluation of the proposals will be done by the evaluation committee as per the parameters mentioned below:

Sr. No.	Criteria	Max. Marks (100)
1	Completion of any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey and computerization of data of various towns in previous 5 Fin. years (i.e., 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16). <b>Each Project -5 Marks</b> <b>Note:</b> The consultants should append the copy of work order(s) and satisfactory performance report issued by concerned Agency to support their claim.	<b>40</b>
2.	Experience of developing data base using Management Information System (MIS) and Geographical Information System (GIS). Each project – 2 marks <b>Note:</b> The consultants should append the copy of work order(s) and satisfactory performance report issued by concerned Agency to support their claim in marks.	<b>10</b>
3.	Experience of working with disadvantaged sections including homeless regarding research & policy development, capacity building & training and publications under any State / Centre Govt. Each project – 2 marks <b>Note:</b> The consultants should append the copy of work order(s) and satisfactory performance report issued by concerned Agency to support their claim in marks.	<b>10</b>
4	<b>Experts (As per Table-2)</b>	<b>10</b>
5	<b>Average turnover of last 3 years (i.e. ending 31.03.2014, 31.3.2015 and 31.3.2016).</b>	<b>15</b>
5.1	More than Rs. 50.00 Lakh	15
5.2	More than Rs. 25.00 Lakh, but less than or equal to Rs. 50.00 Lakh	10
5.3	Less than Rs. 25.00 Lakh but equal or above Rs. 20.00 Lakh	5
6	<b>Work Plan:</b> The marks shall be awarded based on company's Quality Assurance projects and Best practice Award (s) received for projects of similar planning aspect and understanding of the current projects .	<b>15</b>
6.1	Innovativeness of comments on TOR	4
6.2	Personnel schedule/team deployment strategy	4
6.3	Methodology and Work Plan	4
6.4	Award for best practices: Best practice award(s) received for projects of similar planning aspect and understanding of the current projects.	3
	<b>Total Marks</b>	<b>100</b>



**Table-2 (Marks for Project Execution Team/Key Professionals)**

Sr. No.	Expert Title	Qualification and Skills	Experience	Max. Score
1.	Team Leader	<ul style="list-style-type: none"> <li>Masters or equivalent in Social/economics/engineering/ other relevant disciplines</li> <li>Sound knowledge of urban development issues</li> </ul>	<ul style="list-style-type: none"> <li>Sector experience of more than 3 yrs and experience of Project management of similar projects of at least 8 Years</li> </ul>	<b>03</b>
2.	M I S Expert	<ul style="list-style-type: none"> <li>Degree in Computer Science/MCA</li> <li>Expertise in statistic a analysis and software development/ MIS applications</li> </ul>	<ul style="list-style-type: none"> <li>At least 2 years' Experience</li> </ul>	<b>03</b>
3	GI S Expert	<ul style="list-style-type: none"> <li>Masters or equivalent degree in Geography/ Geo informatics</li> <li>Knowledge and experience in GIS mapping</li> </ul>	<ul style="list-style-type: none"> <li>At least 2 years' Experience</li> </ul>	<b>01</b>
4	Liaison Officer/ Expert	<ul style="list-style-type: none"> <li>Graduate</li> <li>Good communication and team leading skill.</li> </ul>	<ul style="list-style-type: none"> <li>At least 2 years' Experience</li> </ul>	<b>01</b>
5	A team of at- leas t ten Field Surveyors	<ul style="list-style-type: none"> <li>10 +2/Graduate with at least one year of experience</li> <li>Good communication and Survey skill.</li> </ul>	<ul style="list-style-type: none"> <li>Good Experience of survey/ canvassing of schedules</li> </ul>	<b>02</b>
<b>Total Marks</b>				<b>10</b>

**Not e:**

**Nil Marks shall be awarded f or below the prescribed qualification and experience**

**The Bidder has to submit the CVs of Serial No. 1 to 4 of table-2 only and the successful bidder has to submit CVs of Field Supervisor and Field Surveyors immediately after signing of the Agreement .**

**The persons whose CVs are proposed in the bid shall not be allowed to change. In case of any urgency, Mission Director, State Urban Development Authority, Chandigarh may consider request of the bidder.**

The Technical Proposal must include an undertaking by the bidder (consortium/Joint Venture is not allowed for this project) stating that the Consultant/bidder proposed in the present proposal has not been demobilized for poor/unsatisfactory performance from any project during the last five years. The undertaking must be a separate document and forms an indispensable part of the Technical Proposal.

Any bidder which proposes to use a consultant who is already committed on any other project/contract and whose deployment on the new contract would be in conflict with the working of any existing contract shall be scored zero against that position.

The Consultant shall submit the details of full team while submitting the bids and no changes in key professionals during implementation of the assignment is allowed. How ever, in case of exigencies like health reasons, the changes in key professionals will be admissible provided they are equivalent or better than the original CVs, in which case, the penalty as defined in clause 17.2.4.3 of General Conditions of Contract shall be levied.

### **Evaluation of Technical Proposals**

The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed minimum qualifying eligibility criteria. The bidders securing minimum 70% marks in technical evaluation shall be considered for opening of financial proposals. The selection process will be based on Quality and Cost based selection (QCBS) – wherein 80% weight-age will be given to the technical proposal and 20% to the financial proposal.

The Municipal Corporation, Chandigarh will constitute an Evaluation Committee for evaluation of Proposals received.

The evaluation committee evaluates the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying eligibility criteria.

A Technical Proposal may not be considered for evaluation in any of the following cases:

- i. the Consultant that submitted the Proposal failed to make a proper statement effect in the cover letter ; or
- ii. the Consultant that submitted the Proposal was found not to be legally incorporated or established in India; or
- iii. the Technical Proposal was submitted in the wrong format
- iv. The Technical Proposal reached the Municipal Corporation, Chandigarh after the submission closing time and date specified in the Data Sheet.

After the technical evaluation is completed, the Municipal Corporation, Chandigarh shall Notify Consultants whose Proposals did not meet the minimum qualifying technical eligibility criteria/score or Consultants who's Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will not be opened/ downloaded. The Municipal Corporation, Chandigarh shall simultaneously notify, in writing to the consultants who's Technical Proposals qualified minimum qualifying technical eligibility criteria/score, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional).

## Public Opening and Evaluation of Financial Proposals

### Public Opening of Financial Proposals –

At the public opening of Financial Proposals, Consultant representatives who choose to attend, will sign an Attendance Sheet.

The client's representative will download the financial proposal of each of only qualified technical Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the client's representative.

### Evaluation of Financial Proposals

Financial proposals shall be downloaded publicly and read;

Consultants' attendance at the opening of Financial Proposals is optional.

The evaluation committee will review the detailed contents of each Financial Proposal. During the review of Financial Proposals, the Committee and representatives of Municipal Corporation, Chandigarh designated by Commissioner, Municipal Corporation, Chandigarh involved in the evaluation process, will not be permitted to seek clarification(s) or additional information(s) from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:

- i. complete, to see that Financial Proposal(s) are properly priced,
- ii. Computational errors if there are will be corrected;

### Method of selection Agency/Firm:

**The technical quality of the proposal will be given weight of 80%**, the method of evaluation of technical qualification will follow the procedure given in Para 8.13 above.

The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%**. For working out the combined score, the employer will use the following formula:

Total points =  $T(w) \times T(s) + F(w) \times (LEC \times 100 / EC)$ , where

T(w) stands for weight of the technical score.

T(s) stands for technical score

F(w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored read with note given below. The proposal with the Highest Total Points (H-1) will be considered for award of contract and will be called for negotiations, if required. The proposal with 2nd Highest Total Points (H-2) will be considered for award of contract, in case H-1 fails to turn up or accept the award/withdraws its proposal. In such, eventuality, the H-2 will be called for negotiations.

#### Note:

1. **The bidder is required to quote rates for all the four categories failing which financial bid shall not be considered for evaluation.**
2. **The financial evaluation will be done based on total quoted amount for all the four categories. However, in case of vast variation between the category-wise quoted rates, the Evaluation Committee may also consider the category-wise financial evaluation for each category and based on QCBS, be decided for each category. The final decision will be taken by the Mission Director.**

### Award of Procurement Services

Municipal Corporation, Chandigarh will issue Letter of Intent (LoI) in favour of bidder who will come first by QCBS method. A Letter of Award (the "LOA") shall be issued, in duplicate, by Municipal Corporation, Chandigarh to the Selected Agency and the Selected Agency shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

### Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Contract Agreement within the period of 7 working days from the date of issuance of LOA.

**Annexure B: Technical Proposal Submission Forms  
(To be submitted online as well as physically)**

**9 Tech 1: Covering Letter**

Location, Date] (On Agency's Letter-Head)

To  
Commissioner,  
Municipal Corporation, Chandigarh ,  
New Deluxe Building, Sector 17, Chandigarh-  
160017

Dear Sir,

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date].

We are hereby submitting our Proposal, which includes the Technical Proposal in sealed envelope.

We hereby declare that we have read the Instructions to Bidders included in the RFP, and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Attachments:**

1. Power of Attorney in the name of authorized representative to be enclosed.
2. Undertaking

**9.1 Tech 1.1: Affidavit**

**||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 submissions of the affidavit On behalf of M/S \_\_\_\_\_ (Consultant/Contractor) do solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. \_\_\_\_\_ for \_\_\_\_\_ (Name of Work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (Name of the department/ULB).

I/we am/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:
  1. The proof of online deposit of Earnest Money Deposits and cost of RFP/bid document +E-service charges and other relevant documents provided are authentic;
  2. Information regarding financial qualification and annual turnover is correct; and
  3. Information regarding various technical qualifications and eligibility is correct.
3. No close relative of the undersigned and our firm/ company is working in the Municipal Corporation Chandigarh

Or

Following close relatives are working in the Municipal Corporation Chandigarh , Urban Local Bodies Department/ ULBs of Chandigarh : Name \_\_\_\_\_ Post \_\_\_\_\_ Present Posting \_\_\_\_\_.

**Signature with Seal of the Deponent (Bidder)**

I/we, \_\_\_\_\_; \_\_\_\_\_ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief. Verified today \_\_\_\_\_ (dated) at \_\_\_\_\_ (place).

**Signature with Seal of the Deponent (Bidder)**

*Note: Affidavit duly notarized in original s hall reach the Office of Municipal Corporation, Chandigarh, Bays*

**New Deluxe Building, Sector 17, Chandigarh-160017** as per Physical Submission Date mentioned in the Key-Dates .

On Agency's Letter-Head)**Tech 1.2: Legal Constitution & Number of Years of Existence**

<b>Organization Name:</b>	
1. Status / Constitution of the Organization :	
2. Name of Registering Authority :	
3. Registration No.:	
4. Date of Registration:	
5. Place of Registration:	
6. Complete Address (Permanent and Correspondence along-with contact person and telephone, fax numbers and email address):	
7. P.A.N.	
8. T.A.N.	
9. Service Tax No.	
10. Any other important information	
i. EPF, ESI Regn. No. etc.	
ii. _____	
iii. _____	
iv. _____	

For and on behalf of: (Company Seal)

Signature :

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

LL No.: \_\_\_\_\_ FAX

No. \_\_\_\_\_

Mb No. \_\_\_\_\_

E-mail \_\_\_\_\_

(Authorized Representative and Signatory)

Note: Please provide copy of the registration certificate from the appropriate Registering Authority.

On Agency's Letter-Head)

**10. Tech 2:**

**(a) Project Detail Sheet**

(Supporting the experience in any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey and computerization of data of various towns)

Please fill separate assignment wise)

Assignment name:	Approx. value of the contract (in Rs):
State & City name:	
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Documents attached to support the claim as desired:	

**Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving the claim.**

Authorized Signatory [In full initials and Seal]: \_\_\_\_\_

Name of the Organization: \_\_\_\_\_

On Agency's Letter-Head)**Tech 2.1:****(b) Project Detail Sheet**

(Experience of developing data base management using MIS/GIS)

Please fill separate assignment wise)

Assignment name:	Approx. value of the contract (in Rs):
State & City name:	
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:\	
Documents attached to support the claim as desired:	

**Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving the claim.**

Authorized Signatory [In full initials and Seal]: \_\_\_\_\_

Name of the Organization: \_\_\_\_\_

On Agency's Letter-Head)

**Tech 2.2:**

**(c) Project Detail Sheet**

(Experience of working with disadvantaged section including homeless regarding research, development capacity building and training and publication under any State / Centre Govt.)

Please fill separate assignment wise)

Assignment name:	Approx. value of the contract (in Rs):
State & City name:	
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Documents attached to support the claim as desired:	

**Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving th e claim.**

Authorized Signatory [In full initials and Seal]: \_\_\_\_\_

Name of the Organization: \_\_\_\_\_



On Plain paper

**11. Tech 3: Curriculum Vitae (CV) for Proposed Experts**

Proposed Position..... [only one candidate shall be nominated for each position] (Please fill separate formats for all the proposed experts)

NAME :

DATE OF BIRTH:

NATIONALITY :

EDUCATION : [year] [name of institution and degree]

MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS :

COUNTRIES OF WORK

EXPERIENCE

LANGUAGES

PROFESSIONAL BACKGROUND

[Description]

EMPLOYMENT RECORD

[Year starting with present position][employer]

PROFESSIONAL EXPERIENCE

[Month and year start to finish]

[Name of project and client]

[Descriptive paragraph of 4-5 sentences on each assignment, position held, Responsibilities undertaken and achievements attained.]

.....

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualifications and experience;

(ii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilization takes place within the validity of this Bid or any agreed extension thereof. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorized representative]

\_\_\_\_\_ [Name of Expert/Authorized signatory].

On Agency's Letter-Head)

**12. Tech 4: Expert Team and Summary of CV Information**

<b>Family Name, First Name</b>	<b>Position Assigned</b>	<b>Task Assigned</b>	<b>Employment Status with Firm (full-time, or other)</b>	<b>Education/ Degree (Year / Institution)</b>	<b>No. of years of relevant project experience</b>

Authorized Signatory [In full initials and Seal]: \_\_\_\_\_

Name of the Organization: \_\_\_\_\_

On Agency's Letter-Head)

### 13. Tech 5: Financial Standing (Annual Turnover)

#### **Certificate from the Statutory Auditor regarding the Average Annual Turnover of the organization**

It is to certify that the average annual turnover of M/s \_\_\_\_\_ (Name of Agency/Firm/bidder), \_\_\_\_\_ (with complete address) is equal or above Rs. 20.00 lakh (Rs. Twenty lakh) for the last 3 financial year ending of month 31st March, 2016.

Based on its books of accounts and other published information authenticated by it (Agency/Firm/bidder), this is to certify that..... (Name of the Bidder) had, a Total turnover of Rs. ....Lakhs for the last three Financial Years, and the year-wise details of turnover are noted below:

<b>Financial Year ending 31st March</b>	<b>Total Turnover (Rs. in Lakhs)</b>
2013-14:	
2014-15:	
2015-16:	
<b>Total Turnover for last 3 financial years:</b>	
<b>Average Annual Turnover for last 3 financial years:</b>	

Name of the audit firm/ Chartered Accountant:

Seal of the Statutory Auditors (CA Firm):

(Signature, name and designation and registration Number of the Chartered Accountant)

Date:

Note: **Please provide certified copies of Audited Financial Statements of the organization/agency for over the last three Financial Years.**

On Agency's Letter-Head)

**14. Tech 6: Description of Approach, Methodology and Best Practice awards.**

A description of the approach and methodology for performing the assignment, including detailed description of the proposed methodology.

- i *Innovativeness of comments on TOR, Team Structure and its deployment:***{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the team structure, and strategy you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}. **(Not more than 1000 words each point)**
  
- i *Methodology and Work Plan:*** {Please outline the plan for the implementation of all the activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form}. **(Not more than 1000 words each point)**
  
- i *Best Practice Awards:*** (please provide details of best practice awards for similar planning projects along-with certified copies to support the claim). **(Not more than 500 words each point)**

**Annexure C: Financial Proposal (to be submitted online only)****15. Financial Proposal**

To

Commissioner,  
Municipal Corporation, Chandigarh,  
New Deluxe Building, Sector 17, Chandigarh-  
160017

**Sub: Financial Bid /proposal for survey of urban homeless of Chandigarh**

Dear Sir,

We are pleased to quote/submit our financial proposal for **"Consultancy Services for Survey of Urban Homeless in Municipal Corporation.** I/We\_\_\_\_\_ Consultant herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Subject assignment.

For Providing **"Consultancy Services for Survey of Urban Homeless** in Municipal Corporation of Chandigarh", **our fee is Rs.\_\_\_\_\_ (in figures) (Rs. \_\_\_\_\_ in words).**

The fee mentioned above is inclusive of service tax and all taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 120 days from the last date notified for submission of the proposal.

Sr. No.	Item	ULB	Rate including of all type of taxes (Amount in Rs.)	
			Amount quoted	
1.	"Consultancy Services for Survey of Urban Homeless in different Municipal Corporation of Chandigarh. <b>Note: Lump-sum rate (including all types of applicable taxes of GoI and State Govt.) to be quoted for entire consultancy services/work (defined in ToR-Annex-D).</b>	Municipal Corporation Chandigarh	In Rupees: In words:	_____ _____ _____ _____
	Total amount in figures			
	Total amount in words			

Yours faithfully,

Signature:\_\_\_\_\_ Full Name:\_\_\_\_\_ Designation:\_\_\_\_\_

Complete Address (with name) of the bidder:\_\_\_\_\_

Tel.: Nos. (O)\_\_\_\_\_ Fax No:\_\_\_\_\_ (R)\_\_\_\_\_ (M)\_\_\_\_\_

E-mail:\_\_\_\_\_

**16. Annexure D:**

**13. Annexure-D: Terms of Reference (ToR)**

**Back Ground:**

In view of the recommendations made by Court Commissioners in CWP 196 of 2001 (IA No. 94 & 96), the State conducted surveys for the identification of urban homeless population. The status of these surveys are as under:

Name of District	Town Sr. No.	Name of Town	SURVEY-2010		SURVEY -2011	
			Nos. of Family	Total homeless members	Nos. of Family	Total homeless members
Chandigarh	1					
<b>Total</b>						

In view of the launch of National Urban Livelihood Mission (NULM), the State Govt. notified the. The State Govt. decided to fund the construction/ refurbishment of Shelters for Urban Homeless under DAY- NULM scheme. The State has decided to identify the existing night shelters (out of operational 2 night shelters) for refurbishment strictly as per SUH-DAYNULM guidelines. Further, the State has decided to construct new permanent Shelters in different towns by giving priority to million plus population towns and towns of National Capital Region (NCR) and Chandigarh Capital Region (CCR) as well as towns of historic/religious importance towns. Further, It has also been decided to conduct a fresh survey for the identification of urban homeless persons by engaging an independent agency by adopting transparent bidding process.

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

**Objectives**

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

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

**Scope of Work:**

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

1. Identification of areas/clusters of high and low concentration of urban homeless persons. The Agency will have to take note of the places where homeless/houseless population was found living, such as on the roadside, pavements, inhumepipes, under fly-overs, bridges and staircases, or in the open, in temples, man daps, railway platforms and the like.
2. Public awareness campaigns (i.e. posters/ flex banners, leaf- lets, loud-speakers etc.) about commencement of urban homeless survey clearly announcing/depicting the dates of survey rounds (3 rounds for each area of the town) specifically in the areas/clusters of high/low concentration of urban homeless persons.
3. Canvassing of survey schedules (using uniform format) during nights only in three rounds (3 days gap between 1<sup>st</sup> and 2<sup>nd</sup> round and 6 days gap between 2<sup>nd</sup> and 3<sup>rd</sup> round) for each area of the town. The 1<sup>st</sup> survey round will be carried out in entire town at the night after two days gap after completion of public awareness campaign (for example: if awareness campaign completed on X date then 1<sup>st</sup> survey round will be at the night of X date +2 days) and 2<sup>nd</sup> and 3<sup>rd</sup> thereafter as detailed above.
4. The Agency will develop a **digital biometrics survey** schedule by ensuring the collection of entire requisite information prescribed in SUH-DAY-NULM guidelines and instructions issued by GOI and State Govt. from time to time for this purpose. The urban homeless survey must include the following minimum particulars of a person/family:
  5.
    - i. Name
    - ii. Name of parents (Father & Mother)
    - iii. Date of Birth/Year
    - iv. Permanent Address
    - v. Present Address
    - vi. Category (Gen/SC/BC/Others)
    - vii. Education level
    - viii. Health status
    - ix. Suffering from chronic illness (if any)
    - x. Identity proof (if any)
    - xi. UID/Aadhar No. (if available)
    - xii. Skilled/unskilled worker
    - xiii. Telephone/Mobile number (if available)
    - xiv. Source of income
    - xv. Time/Duration of stay in the town
    - xvi. Details of all family members (dependent members).
    - xvii. Reasons for homelessness.
    - xviii. If identified as beneficiary/poor for any of the government scheme(s)
6. Developing the on-line MIS/software/web-portal for data entry of surveyed data by the agency and further use of ULBs/District/State for day to day up-dation and monitoring. The software (including entire database/master files) so developed and entire source data will be the sole property of Municipal Corporation Chandigarh.
7. Training to the employees of MCC for operation of software developed by Consultant.
8. Data entry in NULM-MIS and software/web-portal developed by the consultant.
9. Analyzing the data and prepare report.
10. Sensitization of identified urban homeless persons.

### A. Outputs and Deliverables

The following outputs are expected to be delivered in stages in months

Sr. No.	Deliverable	Duration for Municipal Corporations
1.	Submission of inception report (including identification of town-wise areas/clusters of urban homeless and uniform procedure for conducting of survey for the identification of urban homeless families/ persons and constitution of survey teams and printing of required number of survey schedules/forms for each town)	30 days
2.	Conduct of survey for the identification of urban homeless along-with photographs in three rounds. (3 days gap between 1 <sup>st</sup> and 2 <sup>nd</sup> round and 6 days gap between 2 <sup>nd</sup> and 3 <sup>rd</sup> round)	20 days
3.	Establishment of web enabled MIS system with 100 % data uploading of all the ULBs (cluster-wise) and computerization of canvassed survey schedules.	20days
4.	Cluster wise analysis of data of identified urban homeless families/ persons	20 days
<b>Total Duration ( in days)</b>		<b>90 days</b>

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

### B. Experts and Inputs

Sr. No.	Expert Title	Qualification and Skills	Experience
1.	Team Leader	<ul style="list-style-type: none"> <li>Masters or equivalent in Social/economics/engineering/ other relevant disciplines</li> <li>Sound knowledge of urban development issues</li> </ul>	<ul style="list-style-type: none"> <li>Sector experience of more than 3 yrs and experience of Project management of similar projects of at least 8 Years</li> </ul>
2.	MIS Expert	<ul style="list-style-type: none"> <li>Degree in Computer Science/MCA</li> <li>Expertise in statistical analysis and software development/ MIS applications</li> </ul>	<ul style="list-style-type: none"> <li>At least 2 years' Experience</li> </ul>
3.	GIS Expert	<ul style="list-style-type: none"> <li>Masters or equivalent degree in Geography/ Geo informatics</li> <li>Knowledge and experience in GIS mapping</li> </ul>	<ul style="list-style-type: none"> <li>At least 2 years' Experience</li> </ul>
4.	Liaison Officer/ Expert	<ul style="list-style-type: none"> <li>Graduate</li> <li>Good communication and team leading skill.</li> </ul>	<ul style="list-style-type: none"> <li>At least 2 years' Experience</li> </ul>
5.	A team of at-least ten Field Surveyors	<ul style="list-style-type: none"> <li>10+2/Graduate with at least one year of experience</li> <li>Good communication and Survey skill.</li> </ul>	<ul style="list-style-type: none"> <li>Good Experience of survey/ canvassing of schedules</li> </ul>
<b>Total Marks</b>			

**Note:** The persons whose CVs are proposed in the bid shall not be allowed to change. Package wise separate team should be engaged for assignment.

### C. Working arrangements:

The State Government shall have overall responsibility for:

- Providing overall direction.
- Establishing mechanisms for sanction of project proposals.
- Establishing mechanisms for monitoring and supervision of implementation.
- Establishing mechanisms for progress reporting.
- Provide automatic time extension in case of delay being occurred on account of reasons beyond control.



The Municipal Corporation Chandigarh will be the nodal agency responsible for overall implementation of the SUH-DAY-NULM component.

The implementation would also require coordination between several authorities including Urban Local Bodies, State Govt. Agencies/Board/Corporations and District Collector offices. This coordination will be ensured by the State Government and the concerned ULBs.

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

**a) Urban Local Bodies (Municipal Corporation) will:**

- a. Designate an "Officer-in-charge" responsible for management and coordination of consultants.
- b. Associate/guide in constitution of Shelter Management Committee (SMC).
- b. Provide assistance to Consultant in identification of abandoned building of various State Govt. Department/Agencies, which would be suitable for Shelter(s).
- c. Provide the assistance in arranging required agreement/contract/lease deed required for establishment/constructions/refurbishment of Shelter for Urban Homeless in the city.
- d. Provide the assistance in the identification of suitable Municipal Land/site for the construction of permanent Shelter for Urban Homeless.
- e. Selection and deployment of required staff employee for the operation and maintenance of each Shelter for Urban Homeless.
- f. Exercise control over Shelter Management Committee.

**b) Consultant will be responsible to:**

- a. Arrange its own office space and equipment, surveys
- b. Arrange for all transportation and travelling required
- c. Arrange its own translations, communication, data processing, and printing equipment and necessary stationeries
- d. Work closely with the officer-In-charge and the concerned ULBs in accordance to terms and conditions of the Request for Proposal.
- e. Execute the project/work strictly following the TOR and instructions/guidelines issued by GoI and State Govt. from time to time.
- f. Assist the ULBs to get the computerization of entire canvassed data, preparation of Project of Shelter for Urban Homeless .
- g. Assist the ULBs in getting project/proposals approved from competent authority.

**17. Annexure-E: Standard Contract Document**

**Section 1: Form of Contract**

**CONTRACT FOR:** [Insert Title of Consulting Services]

**CONTRACT NUMBER:** [Please insert project number]

**THIS CONTRACT is made**

**BETWEEN:** [insert Client] (hereinafter referred to as "the Client")

**AND:** [name of Consultant - this should be the lead firm in case of association. In case of JV, all partners should be mentioned] (hereinafter referred to as „the Consultant“)

[Please insert the name of the Consultant's representative and communication address of the Consultant]

**WHEREAS:**

- A. the Client requires the Consultant to provide the services as defined in Section 4 ("the Services") to the <Commissioner>, Municipal Corporation, Chandigarh ("the Client"); and**
- B. the Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.**

**IT IS HEREBY AGREED** as follows:

**Documents**

This Contract comprises the following documents:

- Section 1: Form of Contract
- Section 2: General Conditions
- Section 3: Special Conditions
- Section 4: Terms of Reference
- Section 5: Schedule of Prices
- Section 6: Format for invoice
- Section 7: Performance Guarantee
- Section 8: Format for Undertaking form Firm.

Annexes: Detailed at Special Conditions of Contract, Clause 17.3.2.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

**Contract Signature**

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

**Commencement and Duration of the Services**

The Consultant shall start the Services on [*insert start date*] („the Start Date“) and shall complete them by [*insert end date*] („the End Date“) unless this Contract is terminated earlier in accordance with its terms and conditions.

**Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [*insert total amount in numbers and words*] inclusive of service tax and all other applicable government taxes - national and state, as applicable („the Financial Limit“).

**Time of the Essence**

Time shall be of the essence as regards the fulfillment by the Consultant of its obligations under this Contract.

**Penalty**

1% penalty of the contract value of the concerned ULB may be imposed for every month of delay or part thereof after the end date of the tenure of the contract Implementation period. Maximum penalty will be 6% of the contract value of the concerned ULB.

For and on behalf of Client

Name: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of Consultant

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witness 1

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Witness 2

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address

## **Section 2: General Conditions of Contract DEFINITIONS AND INTERPRETATION**

### **Definitions**

- A Consultant means a natural person, private entity, government-owned entity or any combination of these, with a formal intent to enter into an agreement or an existing agreement in the form of a Joint Venture.
- "The Consultant's Representative" means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- "the Consultant's Personnel" means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents and sub-consultants.
- "Joint Venture" means a Consultant which comprises of not more than three Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- "The Client's Representative" means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- The "Equipment" is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Consultant.
- "The Financial Limit" refers to the amount specified in Section 1 and is the maximum amount payable by the Client under this Contract. Including Govt Taxes as applicable from time to time.
- "The Services" means the services set out in the Terms of Reference(Section 4).
- "The Software" means the software designed and developed by the Consultant or the Consultant's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customization components of such products).
- "the Project Officer" means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- "The Contract Officer" means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- "The Officer in Charge for ULB means the person named in Section 3 who is responsible for ensuring coordination between the city, the Consultant, and GoI/State for the execution of the Services.
- "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- "Contract Fees" means the Fees payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- "Contract" means the Contract Agreement entered between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- "GCC" means General Conditions of the Contract. „SCC" means the Special Conditions of Contract.

- "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- "Control" means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

### **Interpretation**

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.

Except as expressly provided in Clause 17.2.3 the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.

Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.

All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

## **OBLIGATIONS OF THE CONSULTANT**

### **Obligations**

The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Consultant's obligations under this Contract.

### **Personnel**

All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.

No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.

Replacement of personnel will only be considered under exceptional circumstances (e.g.: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client. In case the firm makes replacements in any position, the following penalties apply unless otherwise specified in the Special Conditions of the contract:

- On 1st replacement -0.5% deduction of total contract value.
- On 2nd replacement -1.0% deduction of total contract value.
- On subsequent replacements - 1.0% deduction of total contract value, but limited to maximum 2.5% of the total contract value.

If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.

The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

Whenever required any of the designated Consultant's Personnel may be required to attend Meetings with Municipal Corporation, Chandigarh

Consultant to submit an undertaking (in the prescribed format - section 8) stating that the full time consultants engaged on this contract will not be deployed on any other Municipal Corporation, Chandigarh assignments.

Penalty will be imposed only if delay is on part of the Consultant. Penalty clause will not be applicable if the conditions of delay are beyond the control of the consultant i.e. natural calamities / riots, etc.

### **Sub-Consultants**

The Consultant shall not sub-contract any of its obligations under this Contract.

### **Disclosure of Information**

The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

### **Intellectual Property Rights**

Subject to Clause 17.2.7.2, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of ULB and the Government of Madhya Pradesh, and are hereby assigned by the Consultant to ULB and the Government of Madhya Pradesh.

The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by Clause 17.2.7.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 17.2.7.1 and 17.2.7.2.

To the extent that it does not interfere with rights granted under Clause 17.2.7.2, ownership of intellectual property in Software created by the Consultant or the Consultant's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.

For the purpose of Clause 17.2.7.2, "use" shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

### **Confidentiality**

Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract;  
and
- b) or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

### **Access and Audit**

The Consultant shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for seven years following its termination.

The Consultant shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied.

The Consultant shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.

Where it is found by the Client that any over payment has been made to the Consultant, the Consultant shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

#### **Corruption, Commission and Discounts**

The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:

- a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favor or disfavor to any person or entity in relation to any contract;

or

has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, Particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

#### **Conflict of Interest**

Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

#### **Insurances**

The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

#### **Indemnity**

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

### **FEES AND PAYMENT**

#### **Applicable Provisions and Financial Limit**

Unless different provisions are substituted in Section 3, Clauses 1 to 6 inclusive shall apply in relation to fees and payment.

The components which comprise the Financial Limit are set out in the Schedule of Fees, Section

6. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of Fees in Section 5 are permitted without the prior written authority of the Client Contract Officer.

### **17.2.16. Fees**

17.2.15.1. Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

#### **Invoicing Instructions**

Invoices should be submitted against agreed milestones or as specified at Section 5, Schedule of Payments in duplicate and in accordance with the remainder of Clause 17.2.16.

The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the prevailing Clearing Systems. All invoices must contain details of the bank account to which payments are to be made.

Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked "For the attention of the Contract Officer" named in Section 3. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".

### **16.2.17. Payments**

Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount

outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

#### **Taxes and Duties**

The Consultant shall be entirely responsible for service tax and all other taxes, stamp duties, license fees, and other such levies imposed within/outside India.

If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

## **FORCE MAJEURE AND TERMINATION**

### **Force Majeure**

Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

From the date of receipt of notice given in accordance with Clause 17.2.19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months („the Suspension Period") or terminate this Contract forthwith.

If by the end of the Suspension Period the Parties have not agreed to a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

### **Suspension or Termination without Default of the Consultant**

The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination. Where this Contract has been suspended or terminated pursuant to Clause 17.2. 20.1, the Consultant shall:

- a. take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
- b. provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
  - i. any costs due before the date of suspension or termination;
  - ii. any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
  - iii. Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

### **Suspension or Termination with Default of the Consultant**

- a. The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- b. Where this Contract is suspended under Clause 17.2.21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract, or
- b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- c) the Consultant is an individual or a partnership or a joint venture and at any time:
  - i. become bankrupt; or
  - ii. is the subject of a receiving order or administration orders; or
  - iii. makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
  - iv. makes any conveyance or assignment for the benefit of the Consultant's creditors; or
- d) the Consultant is a company and:
  - i. an order is made or a resolution is passed for the winding up of the Consultant; or
  - ii. a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- e) the Consultant is a partnership or joint venture or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has "no objection" to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, or because of change in CV without prior approval from the Client, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

In case of termination of contract the client will be forfeited the Bank Guarantee.



## **GENERAL PROVISIONS**

### **Variations**

- 17.2.22.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled "Contract Amendment No.". Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

### **Assignment**

- 17.2.23.1 The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

### **Limit of Liability**

- 17.2.24.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel the Consultant's liability under this Contract shall be subject to the amount of the Financial Limit.

### **Retention of Rights**

Clauses 17.2.6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

### **Law and Jurisdiction**

This Contract shall be governed by the laws of Republic of India.

### **17.2.27 Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

#### **Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

#### **Resolution of Disputes**

In case dispute arising between the MCC and the Agency, which has not been settled amicably, the Agency can request the MCC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the **Commissioner, Municipal Corporation Chandigarh**. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

#### **Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh.

### **Section 3: Special Conditions**

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

### **Officials**

#### **The Contract Officer is: [please insert details as below]**

Name:  
Designation Commissioner,  
Municipal Corporation, Chandigarh,  
New Deluxe Building, Sector 17, Chandigarh  
Telephone: 0172-5021504  
Email: nulm.chd@gmail.com

The Project/Nodal Officer/Officer In-Charge is: [please insert details as below]

Name:  
Commissioner, Municipal Corporation/Executive officer, Municipal Council/Secretary, Municipal Committee of town/ULB or any other officer/official nominated for this purpose.  
Telephone:  
Email: nulm.chd@gmail.com

#### **The Consultants Representative is: [please insert details as below]**

Name:  
Designation: Communication Address: Phone:  
Fax:  
Email:

#### **Additional Documents To Be Included In This Contract**

The following documents are included in and form part of the Contract:  
Annex X. Minutes of the meeting between the Client and the Consultant dated xxxx 2016  
*[If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]*

#### **Payment Schedule**

The payment schedule is contained at Section 5 on Schedule of Payments *[Any changes should be advised to the Consultant during negotiations.]*

#### **Marking And Documentation**

The marking and documentation within and outside the Lots shall be: [insert in detail the markings on the packing and all documentation required; sample below]

SSK

Details of Project Officer as in 1.2 of SCC  
Standard International Norms for Marking

#### **Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

##### **17.3.5.1.Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

#### **2. Resolution of Disputes**

In case dispute arising between the MCC and the Agency, which has not been settled amicably, the Agency can request the MCC to refer the

dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Commissioner, Municipal Corporation Chandigarh . The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh.

#### 17.4. Section 4: Terms of Reference and Consultants Personnel Schedule

[Insert from Annexure D in RFP, without payment schedule] Insert Manning Schedule at the end of the TOR]

### Section 5: Schedule of Payment

For Consultancy Services for Survey of urban homeless families under the Shelter for Urban Homeless (SUH-DAY-NULM)

(Payment shall be released at State Level or at concerned ULB level as decided by the Mission Director, MCC)

#### Payment Schedule

Sr. No	Deliverable	Percentage of payment
1.	Submission of inception report (including identification of clusters of urban homeless and uniform procedure for conducting of survey for the identification of urban homeless families/ persons and constitution of survey teams and printing of required number of survey schedules/ forms for each town)	10%
2.	Conduct of survey for the identification of urban homeless along-with photographs. Establishment of web enabled MIS system with 100 % data uploading of all the ULBs (cluster-wise) and computerization of canvassed survey schedules. Cluster wise analysis of data of identified urban homeless families/ persons	30%
3.	On satisfactory completion of entire project work and handholding period of 60 days beyond project period/timelines.	20%

Note:

- ✓ The consultant invoice will be supported by the Deliverable Schedule according to the time lines at each stage of payment, duly approved by the Commissioner/ Executive Officer/ Secretary of concerned ULBs.
- ✓ The Payments under assignment shall be made on Lump sum fees quoted by the Winning Consultant and shall be based on the Fees quoted by winning Consultant on % of Project Cost.
- ✓ Contract Value is inclusive of all type of taxes (including service tax).
- ✓ If any excess payment is made, the excess amount shall be recovered from the performance guarantee given by the Consultant / from its other contracts.
- ✓ The payment shall be released within 30 days from receipt of invoice from the Consultant subject to terms and conditions mentioned earlier in this contract.

**Section 6: Invoice Format****INVOICE****[To be given on letter head of the firm ]**

Commissioner, Municipal Corporation, Chandigarh, New Deluxe Building, Chandigarh		Invoice NO:	
For Attention of		Invoice Date:	
Contract For		Service:	
Contract No.		Registration No.	
Period of Consultancy		PAN Number:	
		Start Date	End Date
Milestone achieved for this claim			
Contract Value payable at this Claim stage		Amount	Tax, if any
			Total Amount
%are of Contract value as per section 5 of Consultancy Contract			
Maximum Contract Value (Amount in Rupees)		Total Amount received(Amount in Rupees)	
Previous Claims Made and Payments			
Invoice No.	Invoice & Date	Amount	Date of Receipt
1			
2			
3			
4			
	Total		
Contract Value (Gross Amount) due at this Claim Stage less payments made earlier (Amount in Rs.)			
Less: TDS/TC S (as applicable)			
Net Amount payable at this Claim Stage (In Rs.)			
Name of the Bank		Bank Swift ID	
Address of the Bank		Bank Account No.	
Bank RTGS Code		Account Name	

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, Purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

**(Signature of Consultant)**

The claim is correct and Services have been received. Please arrange payment:

(Project In-charge)

### Section 7: Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the Instructions indicated]

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

Contract No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Purchaser]

**Performance Guarantee No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount (in Rs.) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]<sup>8</sup>, and any demand for payment under it must be received by us at this office on or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the Form]

We agree to time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. [signatures of authorized representatives of the bank and the Contractor]

<sup>7</sup> The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

<sup>8</sup> Dates established in accordance with the General Conditions of Contract ("GCC").

**Section 8: Undertaking from the firm/Agency/Bidder**

(On a company/firm letter head)

To,

Commissioner,  
Municipal Corporation Chandigarh  
New Deluxe Building, Sector 17,  
Chandigarh-160017

This is to declare that Experts proposed by our firm **[Name of Firm]** in the present proposal **[Insert Contract Number]** bearing the title **[Insert Contract Name]**, has never been demobilized for poor/unsatisfactory performance from any project during the last three years.

Authorized Signatory

(Name and Full details of the company)



On Agency's Letter-Head

**Section 9: Undertaking from the firm/Agency/Bidder**

(on a company/firm letter head)

To,

Commissioner,  
Municipal Corporation Chandigarh  
New Deluxe Building, Sector 17,  
Chandigarh-160017

This is to declare that Experts proposed by our firm **[Name of Firm]** in the present proposal **[Insert Contract Number]** bearing the title **[Insert Contract Name]**, will not be part of any other assignment of Municipal Corporation Chandigarh.

Authorized Signatory

(Name and Full details of the company)



**Annexure-F****[To be given on letter head of the firm]****SELF ASSESSMENT SHEET- ELIGIBILITY CRITERIA:**

<b>Cl. No.</b>	<b>Description</b>	<b>Fulfilled (Yes=Y, No =N)</b>	<b>Supporting Document available at Technical BID page no(s).</b>
<b>1</b>	The Agency/Firm/Company/NGO should be formed/constituted and registered under appropriate Act and have completed 3 years as on 31-03-2016 after its registration		PAGE No. ---- to -----
<b>2</b>	Proposal in consortium/Joint Venture/Partnership shall not be accepted.		PAGE No. ---- to -----
<b>3</b>	The average annual turn-over of the firm in previous three years (i.e. 2013-14, 2014-15 and 2015-16) shall not be less than Rs. 20.00 lakh		PAGE No. ---- to -----
<b>4</b>	The firm which has not been de-listed/black listed/debarred/by Govt. of India/Any other State Govt./Chandigarh Govt. or its Departments/agency(ies).		
<b>5</b>	The Agency(ies), who left incomplete work in last 3 years in any Department/Agency of Chandigarh State, shall also not be eligible to apply for the RFP/bidding process. The Prospective bidders are required to submit a notarized affidavit in this regard.		PAGE No. ---- to -----
<b>6</b>	Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, c) they are eligible as per minimum criteria and d), are not dependent agencies of MoHUPA, MoUD, GoI ULB Department, Chandigarh Government.		PAGE No. ---- to -----
<b>7</b>	Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.		PAGE No. ---- to -----
<b>8</b>	The Agency should have proper Firm/Company/Institution Regn. No., PAN, TAN, Service Tax No. etc. under appropriate Act/Law.		PAGE No. ---- to -----

Signature  
(Authorized Signatory)

## Annexure-G

[To be given on letter head of the firm]

## SELF ASSESSMENT SHEET-TECHNICAL EVALUATION CRITERIA

Sr. No.	Criteria	Max. Marks (100)	Self -assessed score/ Marks	Supporting Document at BID page No.
1	Completion of any kind of project(s) involving Urban Homeless Survey/ Household/ Socio economic survey and computerization of data of various towns in previous 5 Fin. years (i.e., 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16). <b>Each Project -5 Marks</b> <b>Note:</b> The consultants should append the copy of work order(s) and satisfactory performance report issued by concerned Agency to support	40		P A G E N o. -- to --
2.	Experience of developing data base using Management Information System (MIS) and Geographical Information System (GIS). Each project – 2 marks Note: The consultants should append the copy of work order(s) and satisfactory performance report issued by concerned Agency to support their claim in marks.	10		P A G E N o. -- to --
3.	Experience of working with disadvantaged sections including homeless regarding research & policy development, capacity building & training and publications under any State / Centre Govt. Each project – 2 marks Note: The consultants should append the copy of work order(s) and satisfactory performance report issued by concerned Agency to support their claim in marks.	10		
4	<b>Experts (As per Table-2)</b>	10		P A G E N o. -- to --
5	<b>Average turnover of last 3 years (i.e. ending 31.03.2014, 31.3.2015 and 31.3.2016).</b>	15		P A G E N o. -- to --
5.1	More than Rs. 50.00 Lakh	15		P A G E N o. -- to --
5.2	More than Rs. 25.00 Lakh, but less than or equal to Rs. 50.00 Lakh	10		P A G E N o. -- to --
5.3	Less than Rs. 25.00 Lakh but equal or above Rs. 20.00 Lakh	5		P A G E N o. -- to --
6	<b>Work Plan:</b> The marks shall be awarded based on company's Quality Assurance projects and Best practice award(s) received for projects of similar planning aspect and understanding of the current projects .	15		P A G E N o. -- to --
6.1	Innovativeness of comments on TOR	4		P A G E N o. -- to --
6.2	Personnel schedule/team deployment strategy	4		P A G E N o. -- to --
6.3	Methodology and Work Plan	4		P A G E N o. -- to --
6.4	Award for best practices: Best practice award(s) received for projects of similar planning aspect and understanding of the current projects.	3		P A G E N o. -- to --
	<b>Total Marks</b>	<b>100</b>		

Signature  
(Authorized Signatory)