



ROURKELA MUNICIPAL CORPORATION

Uditnagar, Rourkela, Pin-769012

Mail Id: rourkelamunicipality@gmail.com

Telephone: (0661) 2500388

EOI No: 12482

Date: 18/09/2021

Notice Inviting Expression of Interest for Selection of Agency for Operation and Management of Beggars Rehabilitation Centre in Rourkela, Odisha

Rourkela Municipal Corporation (RMC), Rourkela invites Proposals from reputed Agencies for the **Operation & Management of Beggars Rehabilitation Centres in Rourkela** under SAHAYA Scheme as specified in this EOI Document. The detailed EOI document can be downloaded from the website link <http://www.rmc.nic.in> with effect from **18.09.2021 (3 PM)** onwards.

The last date and time for submission of EOI document by speed post/ registered post/ courier/hand in all working days at the Rourkela Municipal Corporation, Uditnagar, Rourkela-769012 up to **03.00 pm of 01.10.2021**. Based on the eligibility criteria as mentioned in the EOI, the applicant agency will be selected. Commissioner, Rourkela Municipal Corporation, Rourkela reserves the right to accept or reject any application without assigning any reason thereof.

For any queries, please contact rourkelamunicipality@gmail.com

Commissioner
Rourkela Municipal Corporation

Memo No. 12483

Date: 18/09/2021

Copy submitted to Director I&PR with a request to publish this notice for one day i.e., 19/09/2021 in two Odia dailies and one English daily (leading newspaper) using minimum space and font size of "8" at the already approved rate.

Commissioner
Rourkela Municipal Corporation

Memo No. 12484

Date: 18/09/2021

Copy to Notice Board of Rourkela Municipal Corporation.

Copy to MIS, Rourkela Municipal Corporation for uploading the EOI on RMC Website, i.e., www.rmc.nic.in for wide publicity.

Commissioner
Rourkela Municipal Corporation



EOI No: 12482

Date: 18/09/2021



Issuer:

ROURKELA MUNICIPAL CORPORATION

At/PO: Uditnagar, Rourkela

Dist: Sundargarh, Odisha-769012

www.rmc.nic.in



Contents

Disclaimer.....	1
Schedule of EOI Process:	1
1. Introduction:	1
2. Objectives of the Proposal:	2
3. Minimum Eligibility Criteria:	2
4. Instruction to the applicants	3
5. Scope of Work:	5
6. Job Description of the Rehabilitation Centre Staff.....	7
7. Duration of Work.....	10
8. Details of Shelter Homes with approved budget	10
8. Total Project Cost	11
9. Payment Terms for Agency/ Institution;.....	11
10. Penalty.....	11
11. Evaluation & Selection Committee:.....	11
12. Tender Document Fee:	13
13. EMD.....	13
14. Performance Security:	14
15. Default of Service	14
16. Acknowledgement By The Applicants:.....	14
17. Right to reject any or all Proposals	14
18. Consortium:	15
19. Bids Validity:	15
20. Disputes:.....	15
21. Award of Work:.....	15
22. Signing of Contract & Commencement of Work:.....	15
23. Modifications and withdrawal of Proposal:	15
24. Proprietary data	16
Cover Letter (Annexure-I).....	16
Applicant's Experience of Relevant Projects (Annexure-II)	18
Information of Applicants (Annexure-III)	19

Format for Undertaking (Annexure-IV)	21
Organisational Structure (Annexure-V)	22
Format for Certifying Turnover of the Applicant by a Chartered Accountant (Annexure-VI)	23
Format of Bank Guarantee (Annexure-VII)	24
DRAFT CONTRACT (Annexure-VIII)	25
Sample CV Format for Submission (Annexure-IX)	32
Checklist for Bidders	33



Disclaimer

The information contained in this Expression for Interest (hereinafter referred to as "EOI") document provided to the applicants, by the Rourkela Municipal Corporation, Rourkela., hereinafter referred to as RMC,

The purpose of this EOI document is to provide the information for operation and management of Rehabilitation Center for the beggars in Rourkela city.

Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document and wherever necessary obtain independent advice from appropriate sources. Commissioner, Rourkela Municipal Corporation and their employees shall have no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI document.

Schedule of EOI Process:

S.N.	Description	Date & Time
1	Issue of EOI	18-09-2021
2	Last Date of submission of EOI at Rourkela Municipal Corporation, Uditnagar, Rourkela, Odisha	01-10-2021 by 03:00 p.m.
3	Opening of EOI Applications in the Council Hall of Rourkela Municipal Corporation, Udit Nagar, Rourkela.	01-10-2021 by 04:30 p.m.
4	Technical Presentation	05-10-2021 at 11 a.m.
5	Responsible Officer	Dy. Commissioner
6	E-mail id for contact	rourkelamunicipality@gmail.com
7	Telephone no. for contact	0661-2500388
8	Cost per tender paper	Rs 6720/- (Including GST)
9	EMD (Demand Draft)	Rs. 40,000/-
10	Performance Bank Guarantee (At the time of execution of agreement)	Rs 2,00,000/-

- EOI must be submitted before the date, time and venue mentioned in the EOI process. EOIs that are received after the deadline will not be considered.
- Commissioner, RMC reserves the right to change any schedule. Please visit the website mentioned in the EOI document regularly for the same.

1. Introduction:

The Rourkela Municipal Corporation (RMC) invites Expression of Interest (EOI) from the registered and experienced agencies for **Providing/Managing Services For Beggars Rehabilitation Center**

under SAHAYA scheme. The EOI aims to empanel successful agencies that will be responsible for providing/managing services for protection, care and rehabilitation of beggars/destitute.

The Constitution of India envisages equality, freedom, justice and dignity of all individuals and implicitly mandates an inclusive society for all. The act of begging has commonly existed in every period of history. Beggary stands as a psycho-social problem that has to be fought and solved. Beggary is the consequence of destitution, a situation of extreme vulnerability with multiple dimensions.

2. Objectives of the Proposal:

The SSEPD Dept. recognizes that beggars are valuable human resources for the society and seeks to create an environment that provides them equal opportunities, protection of their rights and full participation in society. To ensure equitable justice for destitute the SAHAYA scheme focus on the following broad objectives:

- I. To cater to the primary need of shelter, food, health care of the beggars
- II. To create an enabling environment to ensure equal opportunities, equity, social justice & empowerment of persons in destitution.
- III. To encourage voluntary action and participation of all stake holders for ensuring effective implementation of the scheme.
- IV. To expand outreach activities for rehabilitation of persons in destitution and create facilities for providing appropriate rehabilitation services.
- V. To promote initiatives for employment, self-employment and other socio-educational services.
- VI. To ensure exposure to vocational and financial skills upgradation aiming towards economic independence and rehabilitation.
- VII. To improve overall health and well-being of the inmates of the rehabilitation Centre.

3. Minimum Eligibility Criteria:

The applicant must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the EOI document.

The proposals must be complete in all respect and should cover the entire scope of work as stipulated in the EOI document. The invitation to Proposal is open to all applicants who qualify the eligibility criteria as given below:

Conditions of Eligibility			
Sl. No.	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India. Applicants should be registered under the Indian Societies Act / Indian Trust Act / Indian Religious	- Registration Certificate - PAN Card

		and Charitable Trusts Act / or as a not-for-profit Company under the Companies Act or the relevant state Acts for at least 5 years as on the 1st June 2021 . Must be registered in NITI Aayog.	- NITI Aayog Registration no.
2.	Applicant Turnover	The applicant should have a minimum average annual turnover of Rs 40 Lakhs over the latest three FYs (FY18-19, FY19-20 & FY20-21). If the balance sheet for FY 20-21 is not available, then that of FY 17-18 shall be considered.	Audited Financial statement, Balance sheet, IT returns for last 3 years with chartered accountant certificate for consultancy turnover.
3.	Applicant's Experience	Should have at least 3 years' working experience in Management of Rehabilitation centers /homeless/child care institution/ disabled persons etc. or any other residential setups with minimum 25 inmates or working for vulnerable section of the society. Should not have any track record of contract termination of previous assignments or any adverse report of performance or blacklisted by any state Govt. / Central Govt. Organization.	work orders/ Completion certificates shall be submitted
4.	Authorized Representative from applicant	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy
5.	Applicant's Capability	Must have a team of qualified professionals with expertise in handling people with physical disability including physiotherapists, mentally ill, old age person, social workers, and trained health care staff	The detailed resume of the personnel.

4. Instruction to the applicants

- I. The EoI Document can be downloaded from the website <http://www.rmc.nic.in> up to the date and time mentioned in the EoI Notice.
- II. The Bidders are invited to submit **Technical Proposal** as per the given formats in separate sealed covers for the services required for the assignment.
- III. Applicants are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications. The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Applicant's risk and may result in rejection of their proposal.

- IV. The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of its Application, in providing any additional information required by Commissioner, RMC to facilitate the Application process. Commissioner, RMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the Applicant shall become the property of Commissioner, RMC and may be returned at its sole discretion.
- V. The selected bidder shall provide professional, objective, and impartial advice and at all times hold Commissioner's interest paramount.
- VI. The proposals to be submitted by the Bidders should be firm and valid for a period of **180 days** from the last date of submission of the proposal.
- VII. Bidders may request clarifications on the EOI document within **7 calendar days** from the date of issue of this EOI. Any request for clarification must be sent in writing, or by E-Mail.
- VIII. The cost of each tender paper is **Rs 6720/-** (Including GST) which is not refundable.
- IX. The Technical Proposal should be submitted along with a refundable EMD of **Rs. 40,000/-** in the form of DD drawn in favour of "**Commissioner, RMC**". (EMD of successful bidders will not be refunded).
- X. The successful bidder should submit performance bank guarantee of **Rs 2,00,000/-** at the time of execution for each category
- XI. The Applications must reach on or before **01-10-2021 up to 3.00 pm**. Commissioner, RMC won't be responsible for any postal delays.
- XII. At any time before the submission of Proposals, Commissioner, RMC may amend the EOI by issuing an addendum. The addendum shall be a part of the original EOI and shall be uploaded in the RMC official website.
- XIII. The Application including supporting documents shall be typed or written in indelible ink and **the Applicant shall initial each page**. All the alterations, omissions, additions, or any other amendments made to the Applicant shall be initialed by the Authorized Signatory of the Applicant. Applicant should fill in information in prescribed formats for qualification as mentioned in the EOI Document. The Applicants shall submit all supporting documents in the format as prescribed in the EOI Document along with suggested documentary evidence with the Application.
- XIV. **The Bidder has to submit only one proposal. As per the marks obtained in the bid process and credentials submitted by the bidders, the Evaluation & Selection Committee will decide which bidder will get which category Beggars Rehabilitation Centre.**
- XV. Proposal shall be placed in a sealed envelope clearly marked as, "**PROPOSAL FOR OPERATION & MANAGEMENT OF BEGGARS REHABILITATION CENTER IN ROURKELA**".
The envelopes containing the Proposal shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as "**PROPOSAL FOR OPERATION & MANAGEMENT OF BEGGARS REHABILITATION CENTER IN ROURKELA**".
- XVI. An authorized representative of the bidders shall initial all pages of the Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

- XVII. Commissioner, RMC reserves the right to accept or reject any or all the Applications without assigning any reason.
- XVIII. The Proposals must reach RMC at the below mentioned address latest by **01-10-2021 by 3.00 pm.**
- XIX. The proposals shall be sent by Registered Post/Courier/Speed Post/hand. Proposals sent through facsimile; email is not allowed. The sealed proposals shall be addressed to

Commissioner
Rourkela Municipal Corporation
Address: At/PO: Uditnagar, Rourkela
Dist: Sundargarh
Odisha, Pin: 769012
Email: rourkelamunicipality@gmail.com

- XX. The bidder should give a **brief presentation of 15 minutes** before the **Evaluation & Selection Committee** to finalize the selection process.
- XXI. The name and address of the applicant shall clearly be mentioned in the Envelope. RMC shall not be responsible for any misplacement of Envelope for not being marked in proper manner. Further, the Technical Proposal shall be submitted exactly in the manner prescribed above and any complacency of the applicant leading to pre-mature opening of Technical proposal shall lead to rejection of application. Delay in Postal services shall not be the responsibility of RMC and no relaxation shall be provided to the applicant for such delay.

5. Scope of Work:

- a) The Agencies shall be responsible
- i. To set up Beggars Rehabilitation Centre in Rourkela city.
 - ii. For running the day-to-day Operation & Management (O & M) of Beggars Rehabilitation Centre in Rourkela.
 - iii. To conduct rescue operation for the persons involved in begging at road side / near temple / bus stand / railway station / market etc. in Rourkela city and rehabilitate them at the Centre.
 - iv. To provide living space for the inmates (at least 50 sq ft per person).
 - v. To provide facilities such as Electricity, telephone & Water supply, bed, Mosquito Net, Bed Sheet, Blanket and Pillow, Fan & light, CCTV, pure drinking water, nutritious food.
 - vi. To provide nutritious food four times per day as per the menu provided in the EOI.
 - vii. Apart from the basic facilities, there should be at least 500 sq ft hall area for activities and skill training for the inmates at the rehabilitation Centre with a capacity of **50** inmates.
 - viii. To follow up with the rehabilitated beggars to ensure they shall not return to begging.
 - ix. To provide required Manpower for O & M of the concerned Rehabilitation Centre as mentioned below:
 - **One Manager**
 - **One Centre In-charge**
 - **One Social Mobiliser**
 - **One Health Worker**
 - **One Sanitation Workers**
 - **One Night Watchman**

- x. For Beggar Rehabilitation Shelter with proper display of readable name Boards/Display Boards and the text should be provided in Odia and English.
- xi. For Beggar Rehabilitation Shelters with all the appropriate facilities for dignified human living.
- xii. To provide laundry services periodically i.e., every 7 days for Bed and bedclothes (Bed sheet, Blanket, mattress, pillow, bed-sheets, Mosquito Net,).
- xiii. To provide adequate toilet facilities, Bathing and washing area to cater to the needs to all residents with running water.
- xiv. To provide adequate lighting and ventilation, fire protection measures, for enclosed public places, with clear and functional fire exits.
- xv. To provide Common recreation space with television, reading space, etc.
- xvi. To provide First aid kit for supplies to cover the total population at the shelter.
- xvii. To provide Regular cleaning of blankets, mattresses and bedsheets and maintenance of other services
- xviii. For suitable waste management arrangements.
- xix. To provide Kitchen /cooking space and necessary equipment's such as cooking gas connections etc.
- xx. To provide Water Purifier, CCTV camera, pest and Vector (Mosquito) control arrangement.
- xxi. For the following rehabilitation measures shall be undertaken by the Agency:
 - Conducting regular Rehabilitation programme at the Centre.
 - Linking it to different NGOs/ Social Service organization, who are working for providing sustainable life to destitute.
 - In case any person is seen begging due to the reason that it cannot reach its family, those measures shall be taken by the Agency to reunite with its family.
- xxii. The following shall be the deliverables to be submitted by the Agency:
 - Preparation & submission of Operation & Management plan report within 7 days of issue of work order.
 - Submit monthly consolidated Reports on Survey, rescue operation & provision of shelter to the rescued beggars.
 - Submit monthly consolidated Reports on Centre Management.
- xxiii. For fulfilment of the scope of work mentioned above, RMC shall make payments to the Agency @**Rs. 3403/-** per beggar per month (as approved by SSEPD Dept., Govt. of Odisha).
- xxiv. The following shall the menu of food to be provided by the Agency at the rehabilitation Centre:

Si. No.	Day	Breakfast	Lunch	Evening Snacks	Dinner
1	Sunday	Upama, Matar Curry, Banana	Rice, Dal, Chicken	Tea & Snacks	Rice, Dal, Mix Curry
2	Monday	Puri, Dalma	Rice, Dalma, Besara	Tea & Snacks	Rice, Dal, Potala
3	Tuesday	Chuda Upama, Dalma	Rice, Dal, Kobi Curry, Papad	Tea & Snacks	Rice, Dal, Chhole Curry
4	Wednesday	Idli & Sambar	Rice, Dal, Fish Curry, Salad	Tea & Snacks	Rice, Dal, Mix Curry, Khata

5	Thursday	Upama, Matar Curry	Rice, Dal, Soyabean Curry	Tea & Snacks	Rice, Dalma, Alu Potala
6	Friday	Puri, Dalma	Rice, Dal, Egg Curry, Papad	Tea & Snacks	Rice, Dalma, Khata
7	Saturday	Chuda Upama, Dalma	Rice, Dalma, Khata	Tea & Snacks	Rice, Dal, Soyabean Curry

xxv. Agency shall maintain the following records:

- Shelter Asset Inventory Book
- Attendance Register of beggars
- Attendance Register of staffs.
- Personnel Register with Salary Payment Details
- Guest Register
- Health Check-up Register of beggars
- Complaint and Suggestion Register
- Food Register
- Profile of Inmates/Enrolment register
- Account Register & Cash book
- Any other Register informed by RMC time to time

xxvi. **Publicity of Information:** In order to ensure the information on availability of the Beggar rehabilitation shelters to targeted population, adequate publicity measures should be taken by RMC on regular basis. Posters, Banners, Hoarding should be placed at advantage points like Railway station, Bus stands, Hospitals, Park, Important market areas etc. for wider publication of location and facilities available at Beggar rehabilitation Centers. Leaflets and local newspaper should carry news about the Beggar Rehabilitation Shelters for wider dissemination.

xxvii. Initially Two numbers of Beggars Rehabilitation Centre will be setup of 50 inmates' capacity each in Rourkela. The categories of rehabilitation center are;

- **For Elderly homeless & Physically disabled beggars**
- **For beggars with leprosy**

6. Job Description of the Rehabilitation Centre Staff

1- Manager

1. Nature of the Job

To be responsible to provide technical support in ensuring effective, quality services delivery of the Center. S/he will provide technical expertise in technical inputs, guidance, carrying out operation & management of the Center activities and coordinate with relevant officials/members and stakeholders.

2. Minimum Qualifications:

- Master's Degree in Social work/ Psychology/ Public health/ environmental/social science/Urban Development /Rural management and/or equivalent discipline with special knowledge and

experience in urban development, urban issues, water, sanitation and hygiene at the local and national level with at least 3 years' experience

- B. Good knowledge and experience of participatory approaches in programme/project development and implementation and have good knowledge of government procedures will be given preference.
- C. At least 3 years of experience in counseling, communications, networking in govt project.
- D. Excellent interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
- E. Computer proficiency in MS Office & Internet browsing

3. Key Role & Responsibilities

- A. Actively Coordinate and support the supervising authority and committee member
- B. Management & Decentralization of duties among the Caretakers & keep the record & register perfectly and maintenance of register.
- C. Liaison with different offices for assistance of govt./Non govt. facilities for beggars.
- D. Focus Group Discussion (FGD) with residents for their living/any other health problem regularly.
- E. Coordination & arrangement for conducting health check-up programme for the beggars.
- F. Actively responsive to all senior officials of Rourkela Municipal Corporation, Rourkela.

2- Center –In-Charge

1.Nature of the Job

Overall project and team management ensuring specific project strategies and activities are achieved as stated in the project document.

2. Minimum Qualifications:

- a. Minimum Graduate in any discipline with at least one year experience in urban development, urban issues, water, sanitation and hygiene at the local and national level with at least 1 year.
- b. Good knowledge and experience of participatory approaches in programme/project development and implementation.
- c. Excellent interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
- d. Computer proficiency in MS Office & Internet browsing

3. Key Role & Responsibilities

- a. Management of kitchen
- b. Cleanliness of rooms & Centre premises
- c. Proper use of electricity & water
- d. Support to government programmes as per need & instruction
- e. Development of plans for cooperation & active participation among the inhabitants for smooth function of the Center
- f. Creation of awareness among the beggars to use the Centre, who are not using the Centre & residing on the footpath.
- g. Coordination & arrangement for conducting health check-up programme for the residents.

- h. Actively responsive to all senior officials of Rourkela Municipal Corporation.

3- Social Mobilizer

1. Nature of the Job

Overall responsible for social awareness & active participation of the beggars and activities for rescue the beggars.

2. Minimum Qualifications:

- a. Minimum Graduate in any discipline with at least one year experience in urban development, urban issues, water, sanitation and hygiene at the local and national level with at least 1 year.
- b. Good knowledge and experience of participatory approaches in programme/project development and implementation.
- c. Excellent interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
- d. Computer proficiency in MS Office & Internet browsing.

3. Key Role & Responsibilities

- a. Creation of awareness among the beggars to take center in the Rehabilitation center.
- b. To disseminate information on the Rehabilitation center s through appropriate means understandable to all sections of the City/slum dwellers/Urban Homeless highlighting the Locality/ address of the Center for urban Homeless in local (Odia) language/ or in Hindi language
- c. To promote involvement of citizen's forums, area Sabha, and institutionalization of process for community engagement.
- d. Identification & gather information about the beggars in the region
- e. Regularly conduct meetings at slum/Sahi/Gali/ Bus stand/Railway Station & other places in Rourkela as and when required
- f. Will continue to coordinate with the Center Coordinator/ Manager and rescue the beggars in the specified Area.

4- Health Worker

1. Nature of the Job

Health Worker is responsible to provide health care to the inmates of Beggars Rehabilitation Centre at the time of need. S/he will responsible to provide essential services that promote health, prevent diseases and deliver health care services to inmates of the Rehabilitation Centre on the primary health care approach.

2. Minimum Qualifications:

- a. S/he must have completed the ANM/Nursing Course.
- b. S/he at least has one years of experience in any organization.

3. Key Role & Responsibilities

- a. To provide primary health care to the inmates of Beggars Rehabilitation Centre.
- b. Regular monitoring of health condition of all the inmates.
- c. Consults with Doctor in case of any critical health issue of any inmate.

5- Sanitation Worker

1. Nature of the Job

Responsible for cleaning the Centre, toilet, washroom, sweeps floors of the rooms.

2. Minimum Qualifications:

- S/he must have passed class VIII.
- S/he at least has 3 years of experience in sanitation work.

3. Key Role & Responsibilities

- To clean the entire toilet complex with variety of chemicals, disinfectants in the campus and maintain hygiene.
- Clean the environment and dispose the trash in a proper place.
- Using of dustbins and segregation of waste,

6- Night Watchman

1. Nature of the Job

To ensure the safety and security of the Centre and rooms during assigned work hours

2. Minimum Qualifications:

- S/he at least have passed class VIII.
- S/he at least has 3 years of experience in sanitation work.

3. Key Role & Responsibilities

- Checks all doors in and outside of buildings to be sure they are locked when vacant,
- Check of all buildings once every two hours during the nightly work assignment
- Notifies police, fire department, or other appropriate authority of any situation requiring immediate or prompt attention.
- Other duties may

7. Duration of Work

The initial period of contract shall be **(1+1) years** from the date of award of the contract on annual renewal basis. However, it can be extended based on the performance of the selected Agency. RMC shall form an '**Evaluation & Monitoring Committee**' which will regularly supervise and assess the performance of the selected agencies.

8. Details of Shelter Homes with approved budget

RMC have issued this EOI for Two (02) Centre and intends to select an agency for Centre as specified below:

No. of Rehabilitation Centre	Capacity (No. of Persons)	Sanctioned O&M Cost for each beggar for one month (In Rs)	Total O&M Cost (In Rs)
2	2 x 50	3403/-	20,41,800/- x 2

8. Total Project Cost

The Total Project Cost is estimated to be around **Rs. 40,83,600/** (Rupee Forty Lakh Eighty-Three Thousand and Six Hundred only) for 100 capacity (2 x 50 capacity).

9. Payment Terms for Agency/ Institution;

- i. The payment shall be made on submission of the Invoices/bills (In triplicate) after the satisfactorily completion of the work assigned along with recommendation of Evaluation & Monitoring Committee at the approved rates.
- ii. Payment will be made within a period of 15 days after submission of the Invoice/bill and all necessary documents in triplicate.
- iii. O & M cost of the Agency should be based on the approved budget of the RMC / SSEPD & as per actual expenditure incurred during the month.
- iv. Monthly bill will be submitted by the selected agency in first week of following month.
- v. Income Tax will be deducted at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as income tax on the income comprised therein. **Any documents related to IT exemption should have to submit to this office with the proposal.**

10. Penalty

Commissioner, RMC may deduct 1% of the work order value at each stage for delay of submission of reports beyond 3 weeks.

11. Evaluation & Selection Committee:

One Committee for evaluation of Bid and selection of agency shall be formed as follows:

S.N.	Designation/Organisation	Designation in the Committee
1	Commissioner, RMC	- Chairman
2	Deputy Commissioner (Establishment), RMC	- Member
3	Deputy Commissioner (Scheme), RMC	- Member
4	Executive Engineer, RMC	- Member
5	Account Officer, RMC	- Member
6	Health Officer Member, RMC	- Member
7	Sub-divisional Social Security Officer (SSSO, Panposh)	- Member

Initial Bid scrutiny will be made, and incomplete details as given below will be treated as nonresponsive if Proposals.

- i. Are not submitted in as specified in the EOI document
- ii. Received without EMD and bid cost.
- iii. Received without the Letter of Authorization (Power of Attorney)
- iv. Submitted without the documents requested in the checklist

All responsive Bids will be considered for further processing as below:

Evaluation & Selection Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the EOI. The decision of the Committee will be final & binding in this regard. Proposal shall be opened in the presence of Applicants' authorized representatives who intend to attend at their cost on the date mentioned in the EOI.

The Applicants' authorized representatives who are present shall sign a register giving evidence of their attendance. Proposal document shall be evaluated as per the following steps.

- a) **Preliminary examination of pre-qualification/ eligibility criteria documents:** The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this EOI document will be rejected and will not be considered further.
- b) **Evaluation of document:** Bids received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of Eligibility and Technical Evaluation matrix should comply with the following

Evaluation Criteria:

Sl. No.	Evaluation Criteria	Maximum marks
1	Credentials	70
1.1	The Applicant should have a turnover of Rs 40 Lakhs for the last 3 FYs. 10 marks for an average turnover of Rs 40 Lakhs and 1 mark extra for each additional Rs 5 Lakhs turnover up to a maximum of 20 marks	20
1.2	Applicant's Experience in Operating & Management of residential setups i.e., Rehabilitation center, child care institutions, shelter home etc. with at least 25 inmates. 5 Marks for 3 years of experience and extra 1 mark for each additional year of existence. (Maximum 10 marks)	10
1.3	Experience in Operation & Management of residential setups i.e., Rehabilitation center, child care institutions, shelter home etc. specifically in last 5 years /continuing Projects in last 5 years- For 1 project, 1 mark (Maximum 10 marks)	10
1.4	The Applicant shall have experience of residential setups in Odisha with at least 25 inhabitants or working for vulnerable section of the society 5 Marks for 3 years of experience and 1 mark extra for each additional year of experience. (Maximum 10 marks)	10

1.5	The Applicant should have experience in working with people belonging to the vulnerable sections or those in conflict with the law. 10 marks for 5 years of experience and 1 mark extra for each additional year of experience (maximum 15 marks)	15
1.6	The Applicant should have experience in working with people with physical disability/ mental illness/leprosy affected peoples 5 marks for at least 3 years of experience of working with people with physical disability/ mental illness (maximum 5 marks)	5
2	Presentation before the Shelter Management Committee	30
2.1	Understanding of the assignment and work program to be exhibited.	10
2.2	Approach and Methodology	10
2.3	Presentation	10
3	Total	100

An applicant shall score a minimum 70 marks out of total 100 marks in order to be qualified for the work.

Presentation:

- Presentation shall be held on the scheduled date, time and venue intimated by RMC to the applicants meeting the minimum eligibility criteria.
- Each applicant shall be given a maximum of 15 minutes to present before the Evaluation & Selection Committee formed by RMC.
- The Applicant shall straight away demonstrate its understanding of the work and explain the approach to be undertaken by it for making the work successful.
- The Average of the marks allotted by each Committee members shall be the final score towards presentation by the Applicant.

12. Tender Document Fee:

Non-refundable Tender Document cost in shape of Demand Draft from any scheduled commercial bank in favour of "**Commissioner, Rourkela Municipal Corporation**" payable at **Rourkela** for **Rs 6,720/-** (Rupees Six Thousand Seven Hundred Twenty only) including GST is to be furnished by the applicant along with the Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected.

13. EMD

EMD in shape of Demand Draft from any scheduled commercial bank in favour of **Commissioner, Rourkela Municipal Corporation** payable at Rourkela for **Rs. 40,000/-** (Rupees Forty Thousand only) is to be furnished by the applicant along with the Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying with any govt authority is allowed. Unsuccessful bidder's EMD will be discharged/returned within **60 days** from the date of execution of the agreement between RMC and

the selected Agency. No interest will be paid on EMD. The EMD may be forfeited in the following conditions:

- a. If a Bidder withdraws its Bid during the period of validity of the Bid,
- b. In case of a successful bidder, if the bidder fails to execute the Agreement.

14. Performance Security:

At the time of signing the Contract, the successful bidder shall submit a Performance Security in the form of a demand draft for Rupees **Rs. 2,00,000/-** (Rupees Two Lakh only) of a scheduled nationalized bank payable at Rourkela, in favour of "**Commissioner, Rourkela Municipal Corporation**" or in the form of a Performance Bank Guarantee, from a scheduled nationalized bank with a branch in Rourkela, with a validity of **two year**. The Bank Guarantee shall be submitted as per prescribed format to be provided by RMC.

15. Default of Service

Deviation and/ or Refusal and/ or non-Performance towards in any of the obligations described in the Scope of Services would be treated as default of service of the selected Firm. Upon default of service, the Commissioner, RMC would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the Commissioner, RMC would also have the right to terminate the agreement with the selected firm.

16. Acknowledgement By The Applicants:

It shall be deemed that by submitting a Proposal, the bidder has:

- a) made a complete and careful examination of the EOI, general condition of contract, submission formalities and evaluation mechanism;
- b) received all relevant information requested from RMC;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of RMC;
- d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e) acknowledged that it does not have a conflict of interest with any other Agencies/ Firm; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof
- g) RMC shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by RMC.

17. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, RMC reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. RMC also reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

18. Consortium:

The bidders are not allowed to form consortium for participating in the project.

19. Bids Validity:

Proposal shall remain valid for 180 days from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

20. Disputes:

All legal disputes are subject to the jurisdiction of Rourkela court or High Court of Odisha only.

21. Award of Work:

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Commissioner, RMC to the selected bidder and the bidder shall, within **7 (seven) days** of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by the Commissioner, RMC and the next eligible firm may be considered for the project.

22. Signing of Contract & Commencement of Work:

- Rourkela Municipal Corporation (RMC) will sign the contract agreement with the Successful Bidders.
- The successful bidder/s whose bid has been accepted will sign an agreement within **15 (fifteen)** days of issue of the order and commence programmes and services within **15 (fifteen)** days from signing of contract agreement.
- Failure by the bidder to comply with the requirement of above-mentioned clause, the offer shall be rejected and the bidder shall have no claim further.

23. Modifications and withdrawal of Proposal:

No modifications to the Proposals shall be allowed once it is received by RMC.

24. Proprietary data

All documents and other information provided by Commissioner, RMC or submitted by the bidder to Commissioner, RMC shall remain or become the property of Commissioner, RMC. The bidders are to treat all information as strictly confidential. Commissioner, RMC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to Commissioner, RMC in relation to the project shall be the property of Commissioner, RMC.

Cover Letter (Annexure-I)

(On the Letterhead of the applicant)

To,

Date: ____/____/2021

**The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012**

Sub: Proposal against EOI for engaging Agency for operation and management of Beggars Rehabilitation Center in Rourkela.

Dear Sir,

With reference to your EOI document dated _____, I/we, having examined the EOI Documents and understood their contents, hereby submits our Proposal for operation and management of Beggars Rehabilitation center in Rourkela.

The Proposal is unconditional and unqualified.

All information provided in the Proposal and in the Forms & Annexure is true and correct. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.

We shall make available to the Commissioner, RMC any additional information it may find necessary or required to supplement or authenticate the Bid.

We acknowledge the right of the Commissioner, RMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Commissioner, RMC.

We do not have any conflict of interest in accordance with the EOI document;

We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with the Commissioner, RMC or any other public sector enterprise or any government, Central or State; and

We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice,

We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the EOI document.

We declare that we have no business relationship with any other firm submitting a Proposal for the Project.

We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate the Commissioner, RMC of the same immediately.

We hereby irrevocably waive any right which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by Commissioner, RMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

In the event of our being declared as the successful applicant, we agree to enter into an Agreement in accordance with the draft attached in the EOI document.

We have studied all the EOI Document carefully. We understand that except to the extent expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Commissioner, RMC or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.

The Assignment Fee has been quoted by us after taking into consideration all the terms and conditions stated in the EOI, draft Agreement.

We agree and understand that the Proposal is subject to the provisions of the EOI Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.

We agree to keep this offer valid for **180** (one hundred and eighty) days from the Proposal Due Date specified in the EOI.

We agree and undertake to abide by all the terms and conditions of the EOI document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the Authorized signatory)

Name and seal of Bidder

Applicant's Experience of Relevant Projects (Annexure-II)

Form-1

List assignments related to 'Operation & Management of residential setups i.e. rehabilitation centers, child care institutions, shelter homes or similar assignments with at least 25 inhabitants' completed/ongoing as proof of years of existence:

Sl No	Name of the Project and Year	Sponsoring Agency / Govt. Dept / Other Client	Duration (From— To)	Coordinator of the Project	No of Full-Time staff Involved	Location	Value of the contract

* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

Form-2

List at assignments related to working with people belonging to the vulnerable sections or those in conflict with the law:

Sl No	Name of the Project	Sponsoring Agency / Govt. Dept / Other Client	Durati on	Coordinator of the Project	No of Full-time staff Involved	Location	Value of the contract

* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

Form-3

List at assignments related to working with people belonging to physical disability/ mental illness/leprosy affected.

Sl No	Name of the Project	Sponsoring Agency / Govt. Dept / Other Client	Durati on	Coordi-nator of the Project	No of Full-Time staff Involved	Location	Value of the contract

* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

Information of Applicants (Annexure-III)

Details of Applicant

(On the Letter Head of the Applicant)

Name of the Agency :

Name & Designation of the contact person:

Address:

Telephone number :

E-mail address:

Date of Establishment:

Registration Details :

(Society Registration Act'1860/Indian Trust Act'1882/ Indian Companies Act with no. & date) (enclose copies of registration certificates)

Registration under the Income Tax Act 1961:

(PAN number/GST No., 12 AA, 80G etc.) (Enclose copies)

Registration under PWD Act 1995 and NITI Ayog Registration no:

(enclose copies).

Annual Turnover for the latest 3 FYs: Duly certified by CA

(2018-19, 2019-20, 2020-21)

Activities/ programmes of the organization

(Please enclose latest annual report)

Projects/ programmes under implementation (in format).

Sl No	Project Name	Location	Beneficiaries (Category and No.)	Project Cost

Whether the organization is ever black listed or charge sheeted by any authorities? (Submission of declaration as per the format given in Annexure IV).

Details of Bank Account.

(with branch address, account number, IFSC/ RTGS code etc.)

Power of attorney in case of authorized signatory.

Any other, specify

Declaration : We,(the name of agency), are agreed to work as per the terms & conditions of EOI.

Bidders official Signatory/ Authorized Signatory

(With official stamp)

Format for Undertaking (Annexure-IV)

To,

The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012

EOI Ref. No:

Dear Sir,

In response to the EOI Reference No.datedfor EOI for “Selection of Agency for the Operation and Management of Beggars Rehabilitation centers in Rourkela”, as an owner/ partner/ Director of, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by the Government of India / any State Government

I/We further declare that presently our Agency (.....) is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ on the date of Application Submission.

If this declaration is found to be incorrect then without prejudice to any other action my/our Application may be rejected and may take any other action as deem fit.

Yours sincerely,

Bidders official Signatory/ Authorized Signatory

(With official stamp)

Organisational Structure (Annexure-V)

Sl. No	Subject head/Particulars	Corresponding page number
1.	Name, address, telephone & Fax number, E-mail id of the bidder:	
2.	Registration No. (Incorporate certificate No. and Date etc. as applicable)	
3.	Name, Address, Telephone and Fax No of the Head of the Organization / Agency	
4.	No. of Full-Time Project Management staff working in your organization / Agency for last 3 years	
5.	No. of Technically Qualified staff engaged on Full-Time Basis in your Organization / Agency for last 3 Years	
6.	No. of non-technical Project Management staff engaged in full time basis in your Organization / Agency for last 3 Years (Incorporate a brief profile of Project Management Non-Tech Staff)	
7.	No. of Technical and Non-Technical Project Management staff turnover during last 3 years (Incorporate a list of the staff, designation, and year of leaving the Organization / Agency).	
8.	Year wise turnover of the Organization/ Agency over last 3 years	
9.	List of Projects & its Funding Agency in last 3 years	
10.	List of Similar Projects or Equivalent projects & its Funding Agency in last 3 years	
11.	List the years of experiences the bidder possesses related to support field Survey/Social Mobilisation/Community Participation / Operation & management of Rehabilitation center for homeless persons with disability / child care institutions/ beggars in Municipality/ Development Authorities / Other relevant Govt. Agencies	

What had been the approaches and methodologies followed by your organization / agency for Operation & Management of the Rehabilitation center or similar projects, mentioned in **Form 2**

Approach & Methodology

This Form is to enable the bidders to demonstrate their responsiveness to the requirements.

1. List out in bullet points what are the 'Major Deliverables' of the bidder under Operation & Management of Beggars Rehabilitation Center in Rourkela.
2. Frame-in the proposed methodologies and approaches along with the work plan in a tabular form against 'Each of the Major Deliverables'.
3. List out at least 05 major challenges, including those that may be peculiar to the city where surveys or Mobilisation or Rescue operation are to be conducted, that you contemplate to encounter in the course of executing the assignment and how would you overcome those challenges.
4. List out at most in 10 sentences your methodologies and approaches towards 'Quality Control' of the Operation & Management of the Rehabilitation center s for beggars with in Rourkela mentioned above.

Format for Certifying Turnover of the Applicant by a Chartered Accountant (Annexure-VI)

CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER FOR EOI NO. DATED (DD/MM/YYYY)

Based on the books of accounts of (insert name of the Bidder) (Bidder) and other published information authenticated by it, this is to certify that: as on (insert date),

the Bidder's annual turnover of last 3 FY is 2018-19, 2019-20, 2020-21 is Rs.....(Rupees.....).

Further, the annual turnover of the bidder of past 3 years are provided below:

Bidder Type	Turnover (INR Crores)
Financial Year 2018-19	
Financial Year 2019-20	
Financial Year 2020-21	

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

Format of Bank Guarantee (Annexure-VII)

In consideration of the Commissioner, RMC (hereinafter called the "Client") having offered to accept the terms and conditions of the proposed agreement(hereinafter called the "said Agreement") between The Commissioner, RMC and M/s.....(hereinafter called the "said Bidder") for the work of Operation & Management of Beggars Rehabilitation Centers in Rourkela having agreed to production of an irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the Bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement. We _____ (hereafter referred to as the

"Bank") hereby undertake the following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
2. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor/Agency/Firm(s) shall have no claim against us for making such payment.
3. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
4. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
7. This guarantee shall be valid up to..... Unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged. Dated the _____ day of _____ for _____.

Signature of the Authorised Officer of the bank

Name & designation of the Officer Seal,

Name & Address of the Branch

Address of the bank

DRAFT CONTRACT (Annexure-VIII)

THIS CONTRACT ("CONTRACT") is made on the _____ day of _____ 2021 at _____ (Commissioner, RMC).

BETWEEN:

Rourkela Municipal Corporation, Rourkela, a statutory Corporation /Municipal constituted /notified by the Government of Orissa under the _____ having its office at _____ (Address) (hereinafter referred to as "Commissioner, RMC" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organisation, a company / firm having its registered / head office at _____ (hereinafter referred to as the "Agency" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part the Commissioner, RMC and the Agency are, collectively, referred to as "Parties".

WHEREAS the Commissioner, RMC requires the Agency to provide the services as defined in **Appendix II** ('the Services');

AND WHEREAS the Agency has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED between the Parties as follows:

Documents: The following appendices are integral parts of this Contract:

Appendix 1 :- General conditions of the Contract

Appendix 2 :- Services to be provided by the Agency

Appendix 3 :- Applicable Fees and Charges payable to the Agency and accepted by the Commissioner, RMC.

This Contract constitutes the entire Contract between the Parties in respect of the Agency's obligations and supersedes all previous communications between the Parties, other than as may be expressly provided for herein. It may be amended only by a written instrument signed by both Parties.

Commencement and Duration of the Services

The Agency 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.

Time of the Essence

Time shall be of the essence as regards the fulfilment by the Agency of its obligations under this Contract.

For and on behalf of the Corporation

Name:

Date:

For and on behalf of Agency

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Appendix I

General Conditions of Contract

1. DEFINITIONS

- 'the Agency' means the person, partnership or company with whom this Contract is placed.
- 'the Agency's Representative' means the Project Coordinator who is responsible for all contractual aspects of the Contract on behalf of the Agency.
- 'the Agency's Personnel' means any person instructed pursuant to this Contract to undertake any of the Agency's obligations under this Contract, including the Agency's employees and agents.
- 'the Commissioner, RMC's Representative' means any entity appointed by the Commissioner, RMC to act on the Commissioner's behalf with regard to supervision and/or management of this Contract.
- 'the Services' means the services set out in **Appendix -2**.
- 'the Nodal Officer' means the person named in Appendix II, who is responsible for ensuring coordination between the Commissioner, RMC and the Agency
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Agency as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- 'Contract' means this Contract entered into between the Commissioner, RMC and the Agency, together with the Contract Documents referred to herein, including all attachments, appendices, and all documents incorporated by reference herein.

2. SEVERABILITY

Every paragraph, part, term or provision of this Contract is severable from the others. If any paragraph, part, term or provision of this Contract is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Contract shall not be affected thereby but shall remain in full force and effect.

3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between the Commissioner, RMC and Agency, or Commissioner's and Agency's officers, directors, partners, managers, employees or agents. The Agency, subject to this Contract, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Contract shall commence on the date it is executed by the Parties.

4. DURATION OF THE CONTRACT

The Contract period with the selected Firm shall be valid for a period of 12+12 months from the date of execution of the contract agreement, extendable upon satisfactory performance.

5. MODE OF PAYMENT

The payment is made as per the monthly invoice raised by the selected agency, based on the rate as approved under the EOI and recorded.

6. PENALTY FOR DEFAULT

Penalty at the rate of 1% cost of the balance / delayed work, per week of delay shall be levied on the Consultancy Fee subject to a maximum of 10% of the total cost of Services. In the event of total default / failure by the Agency in providing Services, the Commissioner, RMC reserves the right to get the Services executed by any other Agency at the cost and risk of the Second Party.

7. TERMINATION OF THE CONTRACT

This Contract shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:

Suspension or Termination without Default of the Agency

The Commissioner, RMC may, at its sole discretion, suspend or terminate this Contract at any time by notifying the Agency and giving the reason(s) for such suspension or termination. Where this Contract has been so suspended or terminated the Agency 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 Commissioner, RMC, not more than 10 days after the Commissioner notifies the Agency of the suspension or termination of this Contract an account in writing, stating any costs due before the date of suspension or termination; Subject to the Commissioner's approval, such amount shall be paid to the Agency within 30 days of receipt from the Agency of an Invoice in respect of the amount due.

Suspension or Termination with Default of the Agency

The Commissioner may notify the Agency of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Commissioner, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Agency to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended and the Agency subsequently fails to remedy the dissatisfaction, the Commissioner, RMC may terminate this Contract forthwith.

The Commissioner, RMC 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 Agency or any member of the Agency's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b. the Agency or any member of the Agency'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 Agency is an individual or a partnership and at any time:
 1. becomes bankrupt; or
 2. is the subject of a receiving order or administration order; or
 3. makes any composition or arrangement with or for the benefit of the Agency's creditors; or
 4. makes any conveyance or assignment for the benefit of the Agency's creditors; or
 - a. the Agency is a company and:
 - (1st) an order is made or a resolution is passed for the winding up of the Agency; or
 - (2nd) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Agency.
 - b. the Agency is a partnership or a company and there is a Change in Control.

However, the Contract will continue if the Commissioner, RMC 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, the Agency shall without prejudice to the Commissioner, RMC's other remedies, which includes encashment of the Performance Bank Guarantee given by the Agency's bank, 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.

8. Limitation of Liability

Agency's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Agency for the Services rendered under this Contract. Notwithstanding any other provision of this Contract, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Contract or any Services provided hereunder shall be limited to such party's actual, direct damages.

10. CONFIDENTIALITY

The Agency shall treat the details of the output of the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones

submitted to the Commissioner, RMC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the Commissioner, RMC.

11. COMPLIANCE WITH LAWS

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract.

12. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the Union of India. The Courts of Rourkela shall have jurisdiction over all matters arising out of or in relation to this Contract.

13. DISPUTE RESOLUTION

Amicable resolution Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties

Arbitration Procedure

Any dispute or disagreement which cannot be resolved by both Parties and any controversy, claim or dispute otherwise arising in connection with this Contract shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts. The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be Rourkela. Performance during Dispute Resolution Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract, without prejudice to a final adjustment in accordance with such award.

14. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract

- a. Shall not operate or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Contract;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this Contract in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Contract.

15. MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of Services, may only be made by written Contract between the Parties.

16. NOTICES

Unless otherwise stated, notices to be given under this Contract including, but not limited to a notice of waiver of any term, breach of any term of this Contract and the termination of this Contract, shall be in writing and shall be given by hand delivery, recognised courier, mail, email, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

17. TRANSFER OF CONTRACT

No Party may assign its interests in the Contract without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Contract.

18. VARIATIONS

The Commissioner, RMC may, by written notice to the Agency, direct the Agency to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Agency shall be bound to comply with the direction.

19. PERFORMANCE BANK GUARANTEE

The Agency has submitted to the Commissioner, RMC a Performance Bank Guarantee as under:

[Details as applicable to be filled in]

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

Beneficiary: [insert complete name of Agency]

PERFORMANCE GUARANTEE No.:

Dated:

Commissioner, RMC
Address

Dear Sir,

We have been informed that [insert complete name of Successful Bidder] (hereinafter called "the Successful Bidder") has received a Letter of Intent issued by you for entering into a Contract with you, for the undertaking survey works as fully described in your EOI no _____, dated _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the said EOI a Performance Guarantee is required as a condition precedent for entering into the Contract.

At the request of the Successful Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding **[(Rs 2,00,000/-) Rupees Two Lakh only]** 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 show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], 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 a one-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]

Appendix II

RESPONSIBILITIES AND OBLIGATIONS OF THE Agency

The Agency shall be responsible for:

1. Provide secure and accessible facilities in the center premises.
2. Ensure appropriate disability-friendly systems for different types of impairment within the Rehabilitation center premises i.e., audible and visible instructions; facilities for movement of wheelchairs; grab bars, ramps and handrails; staff trained in communications using signs and gestures, etc.
3. Ensure swift response and early warning systems to evacuate the center in case of any emergency
4. Ensure discharge and re-integration with their family.
5. Follow up with the rehabilitated beggars
6. Provide Required Manpower for running the operations of the Rehabilitation center and ensure that the caretakers are adequately sensitized to the unique needs of the inmates
7. Assist the Center Management Committee in selecting and overseeing the skilling agency to ensure appropriate skill and income generation training are provided to the inmates.

Appendix-III

Applicable Fees to the Agency and accepted by the RMC

The RMC shall pay the Agency a fee of Rs..... (Indian Rupees _____ only) per 50 beggars per month. This fee / price for Agency's services payable by the RMC for the services of the Agency is all inclusive; it includes all costs and profits of the Agency in connection with Operation & Management of Rehabilitation center s for beggars in Rourkela area and also includes all national or state taxes.

Sample CV Format for Submission (Annexure-IX)

Name :

Post :

Date of Birth/ Age:

● **Qualification**

S L No	Exam Passed	College/institution/University	Year	Subjects	Division & Percentage

● **Current Position if any**

S L NO	Post	Agency/NGO/Institution	Year& Name of Project	Role & Responsibilities	Gross salary

● **Past work Experience, if any**

S L NO	Post	Agency/NGO/Institution	Year& Name of Project	Role & Responsibilities	Gross salary

● **Training attend/Exposures if any**

SL No	Name of Training	Name of Organisation	Key points of Training	Duration of Training

● **Languages**

SL No	Language	Read			Speak			Write		
		Average	Poor	Good	Average	Poor	Good	Average	Poor	Good
1	Odia									

2	Hindi									
3	English									
4	Others									

Above mentioned facts are true to the best of my mind and knowledge.

Place:

Date:

Signature of Candidate

Checklist for Bidders

S L No	Covered Envelope	Head	Sub head
1	Check that all pages of all papers being submitted, except the Bid Bond, are duly authenticated by the person signing Form 1 & the Covering letter		
2	1st Covered Envelope		Registration Certificate
3			PAN Card
4			NITI Aayog Registration Certificate
5			Latest three years Financial Statements & Annexure-VI
6			Form-1,2 & 3 along with copies of work orders, completion certificate
7			Approaches & Methodology for Operation & Management of the Rehabilitation center s for beggars with physical disability
8			EMD on prescribed format or Demand Draft for bid security
9			Undertaking Formats for not Blacklisting Annexure-IV
10			Demand draft for cost of EOI
11			CVs of the Personnel Annexure-IX (CV of Manager only)
12			Power of Attorney/Board Resolution in the name of the person signing the proposal.
13			Annexure- I, II, III & V
14	2nd Covered Envelope	PROPOSAL FOR OPERATION & MANAGEMENT OF BEGGARS REHABILITATION CENTER IN ROURKELA	

