

Government of NCT of Delhi

Delhi Urban Shelter Improvement Board (DUSIB)

RFP No. : 1/Dir(RAY)/2012-13



RFP For Selection of Agencies

For

Undertaking Comprehensive Socio-economic Survey of Households in Jhuggi Jhopdi Clusters in Delhi

Date of Release of RFP : 21 April 2012

Date of Pre-bid meeting: 01 May 2011 3:00 PM

Last date of Submission of bids: 11 May 2012. 3:00 PM

Date of Opening of Technical Bids: 11 May 2012. 4:00 PM

Nodal Officer : Director (RAY),

Room no. 40, Punarvas Bhavan, ITO, IP Estate, New Delhi 110002.

Email :socio.dusib@gmail.com Ph : 91-11-23370612 Fax : 91-11-23370560

TABLE OF CONTENTS

1.	Clause1	Letter of Invitation	6
2.	Clause2	Instructions to Agency	11
3.	Clause3	General Terms & Conditions of Contract Agreement	18
4.	Annexure - I	Scope of Work	24
5.	Annexure - II	Minimum Eligibility Criteria	29
6.	Annexure - III	Methodology and Criteria for evaluation of Technical Bid	31
7.	Annexure – IV	Format of Bank Guarantee towards Bid Security	35
8.	Annexure – V	Covering Letter	37
9.	Annexure – VI	Important Information	39
10.	Annexure - VII	Financial Details	40
11.	Annexure - VIII	Summary of experience	41
12.	Annexure – IX	Brief Profile of proposed Agencies & Staff	42
13.	Annexure – X	Financial Bid	45
14.	Annexure - XI	Payment Schedule & Milestone	46
15.	Annexure - XII	Format of Bank Guarantee for Performance Security	48
16.	Draft Contract	Draft Contract	49

RFP NOTICE

Government of NCT of Delhi
Delhi Urban Shelter Improvement Board
(DUSIB)
NOTICE INVITING BIDS

1. Bids are invited by Director (RAY), DUSIB, Govt. of NCT of Delhi (GNCTD), from reputed firms / companies for Selection of Agencies For Undertaking Comprehensive Socio-economic Survey of Households in Jhuggi Jhopdi Clusters in Delhi. The detailed RFP document (RFP No. **1/Dir(RAY)/2012-13**) can be downloaded from the delhishelter.nic.in from 21 April 2012.
2. Interested bidders are requested to download and read the RFP document.
3. Pre-Bid meeting will be held on 01 May 2012 at 3.00 PM at **Conference Hall, Punarvas Bhawan, DUSIB, I.P. Estate, New Delhi-110002**. The bidders may send their queries online at **socio.dusib@gmail.com** on or before 27 April 2012, 5.00 PM as per the instructions in the RFP.

Director (RAY)

RFP NOTICE (On Govt. of NCT of Delhi Website)

RFP No.: 1/Dir(RAY)/2012-13

Notice Inviting RFP (Website)

Bids against RFP are invited by Director (RAY), DUSIB, Govt. of NCT of Delhi (GNCTD), from the eligible Bidders,, for the works as detailed below.

Name of Work: Selection of Agencies For Undertaking Comprehensive Socio-economic Survey of Households in Jhuggi Jhopdi Clusters in Delhi.

1. Bid Security: Rs.2,00,000/- (Rs. Two lakhs only)
2. Minimum Eligibility Criteria:
The bidder is required to produce documentary evidence of having experience and qualification as mentioned in Clause 2 : Instructions to Bidders. Projects will only be considered if they have been completed and completion certificate from the client is enclosed. All documents must be verified as 'true' and countersigned by authorised signatory of the bidder.
3. RFP documents can be downloaded from delhishelter.nic.in from 21 April 2012 onwards.
4. Last date for the receipt of queries from bidders is 27 April 2012, 5.00 PM. The complete queries shall be sent at socio.dusib@gmail.com with subject line 'RFP for Selection of Agencies for Survey of JJ Clusters' + company name of organization sending the query. No communication other than email shall be entertained.
5. Pre-bid meeting for this RFP will be held on 01 May 2012 at 3.00 PM at Conference Hall, DUSIB, Punarvas Bhawan, ITO, New Delhi 110002.
6. Any amendment/corrigendum/clarification to the RFP document will be posted on delhishelter.nic.in Those Bidders, who intimate their interest by sending email to above mentioned email , will be intimated of any amendment/corrigendum by email.
7. Bid document complete in all respects should be submitted latest by 3:00 PM on 11 May 2012
8. RFP Technical bid documents and Bid Security will be opened at 4:00 PM on 11 May 2012 by a duly constituted tender evaluation committee at the same venue as of pre-bid meeting. Bidders' representatives (maximum 2) may attend this opening in person at the above- mentioned office address.

9. DUSIB reserves the right to reject any or all the bids or part thereof without assigning any reason thereof, and to call for any other details or information from any of the Bidders.
10. DUSIB shall not be responsible for non-receipt of any bid offer.

Director (RAY)
DUSIB

1. Clause 1: Letter of Invitation

1.1 Introduction

- 1.1.1 The Delhi Urban Shelter Improvement Board (DUSIB), Govt. of NCT of Delhi intends to create a comprehensive database of JJ dwellers and JJ clusters for rehabilitation. The intended database will comply with the requirements of Rajiv Awas Yojana and UID and will be collected as per the existing rules, acts and guidelines and needs to be verifiable in the field.
- 1.1.2 In order to achieve the aforesaid objective, as a first step, DUSIB wishes to appoint reputed agencies through competitive bidding process, who will carry out the survey and collect the details in standard forms.

1.2 Background

- 1.2.1 A large number of people have been migrating into Delhi for the last 50 years in search of livelihood. A sizable number of these migrants have settled down in Delhi in make shift / jhuggi jhopadis. It has been estimated that about 4 lakhs households are living in about 652 JJ clusters today and the total population may be about 20-25 lakhs. The quality of housing for many of these people is poor and the access to basic amenities is extremely inadequate.
- 1.2.2 To tackle this gigantic problem, that would otherwise destroy the urban viability of the national capital city, DUSIB is implementing a three-pronged strategy of in-situ up-gradation, redevelopment and rehabilitation/relocation of Jhuggi Jhopdis, in a phased manner. The task is stupendous and requires planning and management of a very high order and proper formulation and implementation. The work of planning and development can be fruitful with reasonably accurate data and information on the present status in the JJ clusters in Delhi.
- 1.2.3 DUSIB intends to carry out a survey to collect data of households in JJ clusters and to establish bench marks.
- 1.2.4 Detail information about DUSIB is available at <http://delhishelter.nic.in>

1.3 Objectives of Survey

- 1.3.1 To assess number of people and households in approximately 652 JJ settlements/JJ clusters with documents on their status and eligibility for resettlement / in-situ development program.
- 1.3.2 Stakeholder analysis to understand people's perception of their problems, aspirations and provide inputs that would be useful to consider and develop alternative development plans including social housing.
- 1.3.3 Identify existing social infrastructure such as health, education and social welfare / development programs being implemented in the area.
- 1.3.4 Ascertain and analyze key social risks, internal and external, to the project and measures to address them.
- 1.3.5 To assess the affordability of the people for housing and housing finance.
- 1.3.6 To develop suitable housing and related indicators, that would be useful for monitoring, evaluation and planning.
- 1.3.7 To provide survey data in electronic form for populating GIS that could be taken care of by DUSIB for its various program.

1.4 Scope of Survey and Methodology

- 1.4.1 The survey will be on house to house basis and the data will be collected in the prescribed format. The survey will cover every household in about 652 JJ clusters as per the list attached, there may be more households required to be surveyed since the clusters may have expanded over time.
- 1.4.2 The JJ clusters are located across the city and fall under the jurisdiction of 9 Divisions into which Delhi is divided for purposes of administration. It is estimated that the total population may be about 20-25 lakhs. If during the survey, some additional JJ clusters are found beyond 652, the same would be also included.
- 1.4.3 In addition, the surveying agency is required to provide the following for the JJ cluster area and within 5 km of locality:
- 1.4.3.1 Population in JJ Cluster
 - 1.4.3.2 Current population density in JJ Cluster
 - 1.4.3.3 Whether permanent or transient population in JJ Cluster
 - 1.4.3.4 State of Infrastructure Provision in JJ Cluster
 - 1.4.3.5 Availability of Schools : primary, secondary . Government, private.
 - 1.4.3.6 Health facilities : private clinics, government hospitals , PHC etc.
 - 1.4.3.7 Drainage system
 - 1.4.3.8 Electricity
 - 1.4.3.9 Potable water
 - 1.4.3.10 Water supply
 - 1.4.3.11 Internal roads : paved, brick, dirt, no roads.
 - 1.4.3.12 Roads larger than 40 ft in width.
 - 1.4.3.13 Parks
 - 1.4.3.14 Playgrounds
 - 1.4.3.15 Community centers.
 - 1.4.3.16 Waste Management
 - 1.4.3.17 Sewerage
 - 1.4.3.18 Religious Structures
 - 1.4.3.19 Transport Facilities
 - 1.4.3.20 Police Station
 - 1.4.3.21 Post Office
 - 1.4.3.22 Fair Price Shop
 - 1.4.3.23 Informal sector market
 - 1.4.3.24 Commercial centers

- 1.4.4 A copy of survey questionnaire and enumeration guide lines is enclosed.

1.5 Expected output

- 1.5.1 The survey must capture all the fields in the survey form in prescribed manner for DUSIB to use the data for following purposes:

1.5.1.1 Identify location of the households with appropriate documentation.

1.5.1.2 A comprehensive household database.

1.5.1.3 Social Assessment Report which includes socio-economic profile and analysis of the families living in the JJ clusters.

1.6 Time Frame

- 1.6.1 The work will have to be completed within four months of giving work order. Various activities viz pre-survey preparation, survey schedule, training manual, training, survey logistics, actual survey, data entry, programming & process, analysis and report drafting, presentation and production of final report etc. will have to be completed by the agencies within the given time frame as indicated above.

2 Clause 2: Instructions to Bidders

- 2.1** With the objective mentioned above, bids are invited from reputed firms / companies to carry out the survey.

- 2.2** **Scope of Work:- Please refer to Annexure-I.**

2.3 Minimum Qualification of the Bidder to be eligible to bid for this RFP

2.3.1 The bidder is required to meet undermentioned experience to participate in the bidding process.

2.3.2 The bidder is required to produce documentary evidence of experience. Projects will only be considered if they have been completed and completion certificate from the client is enclosed. All documents must be verified as 'true' and countersigned by authorised signatory.

2.3.2.1 Must have been registered, before 31 Mar 2006, in India under Partnership Act, Companies Act, LLP, or be a Proprietorship or Societies Registration Act, 1860.

- 2.3.2.2 Must have a minimum turn over of Rs. 50 lakhs in each of the last 3 financial years and total turn over of at least Rs. 2 Crore in the last 3 financial years.
- 2.3.2.3 Must have carried out at least 2 projects in last two financial years involving field survey and data collection of more than 50,000 households in total.
- 2.3.2.4 Must have carried out at least 1 project for government or PSU or a govt undertaking in any of the last 3 financial years involving field survey and data collection of more than 50,000 households in total.
- 2.3.2.5 Must have at least 50 employees on the organization's rolls continuously for at least 18 consecutive months as on date of submission of bid.
- 2.3.2.6 Of the 50 employees above, at least 15 employees must have managed at least two projects each, with in past 3 years, of field level survey / data collection of duration of at least 45 days or data collection for over 25,000 households.
- 2.3.2.7 Of the 50 employees above, at least 10 employees should have Masters degree / Doctorate in Sociology / economics / social work or related fields.
- 2.3.2.8 Must have a permanent functional office in the NCR for at least last 2 financial years.
- 2.3.2.9 Must be profitable for last 2 financial years.
- 2.3.2.10 If data entry work for this project is envisaged to be done in house by the bidder, then it must submit details of its data entry experience. Alternatively, if the data entry work is to be out sourced to a data entry company, then bidder must submit copy of agreement with the company for data entry of forms to convert the entries into electronic data. The data entry company must have had experience of over 3 years in data entry work, must be profitable in last two financial years and must have handled at least a single project of data entry of 50,000 forms, in last two financial years. Documents on data entry methodology and quality assurance processes must be submitted
- 2.3.2.11 Must not have been black listed by any of the government / government departments any where in India in last 2 financial years.

- 2.4** The Bidder, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 2.4.1 If the bidder is a proprietorship firm then, the bidder shall submit a copy of PAN card No. under the Income Tax Act.
- 2.4.2 Bidder must submit copies of all documents required along with technical bid, duly self-attested by authorised representative of the bidder.
- 2.4.3 Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. Bidder will have to further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been or will be paid and that the tender price will not include any such amount. If DUSIB subsequently finds to the contrary, the DUSIB reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 2.4.4 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offense under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

2.5 General

- 2.5.1 Bidding Process :
- 2.5.1.1 Two bid process will be followed i.e. bidder will be required to submit a Technical bid and a Financial bid.
- 2.5.1.2 The Technical bid of only those bidders will be evaluated who fulfill minimum eligibility criteria.
- 2.5.1.3 The Financial bid will be opened only of those bidders who qualify in the technical bid by scoring minimum qualifying points.
- 2.5.1.4 Successful bidders will be selected on the Cost Basis Selection. The detailed evaluation criteria are given in ANNEXURE-III.

2.5.2 Invitation

2.5.2.1 The Bids will be received by DUSIB up to schedule as specified in this RFP, or amendments there of.

2.5.3 One Bid per Bidder

2.5.3.1 Each bidder shall submit only one bid by himself. If a bidder participates in more than one bid, the bids are liable to be rejected by the committee

2.5.4 Cost of Bid

2.5.4.1 The bidder shall bear all costs associated with the preparation and submission of his bid, presentations of the solution to DUSIB, travel cost incurred etc. The Board will, in no case be, responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2.5.5 Bid Security

2.5.5.1 A BID SECURITY of Rs.2,00,000/- (Rs. Two Lakhs only), in the form of an A/c payee DD shall be submitted along with technical and financial bid.

2.5.5.2 The bid should be sealed in an envelope. The envelope should clearly show

- Name of the company submitting the bid
- RFP Number, RFP name

The envelope should be dropped in a box kept at the office of

Director (RAY),

Room no. 40

DUSIB, Punarvas Bhawan

I.P.Estate, New Delhi -110002

2.5.5.3 Bid not accompanied by bid security shall be rejected as non-responsive.

2.5.5.4 Bid security shall be refunded to all unsuccessful bidders within one month or on 30th day after award of the work to the successful bidder.

2.5.6 The bid security shall be forfeited :

2.5.6.1 If a bidder withdraws his bid during the period of bid validity specified in the important instructions.

2.5.6.2 Or in case of a successful bidder, if the bidder fails to sign the contract within prescribed time

2.5.7 The bidder is liable to pay liquidated damages and penalty imposed by DUSIB in the event of non-fulfillment of any of the terms or whole of the contract.

2.6 Covering Letter

2.6.1 Covering Letter is to be submitted on the Company Letter Head as per **Annexure V.**

2.7 Currencies of Bid and Payment:-

2.7.1 The bidder shall submit his financial bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

2.8 Validity of Bid

2.8.1 The Bids will remain valid for a period of 90 days from the closing date of bid.

2.9 Clarification of the RFP

2.9.1 The prospective bidder, requiring any clarification on RFP may notify by email to:-

**Director (RAY),
DUSIB, Punarvas Bhawan
I.P.Estate, New Delhi -110002
e-mail:- socio.dusib@gmail.com ,**

2.9.2 The query should be sent by e-mail with subject line '**RFP for Selection of agencies for survey of JJ Clusters**' indicating details of organization sending the query, as mentioned in the summary sheet at Annexure VI. DUSIB response, as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry), will be uploaded to DUSIB website delhishelter.nic.in as early as possible after pre-bid.

- 2.9.3 At any time prior to deadline for submission of proposal, DUSIB may for any reason, modify the REQUEST FOR PROPOSAL. The prospective bidders shall be notified of the amendments through DUSIB's website and **such amendments shall be binding on them.**

2.10 Financial Details

- 2.10.1 **Annexure VII** is to be used for submission of Financial Details.

2.11 Experience

- 2.11.1 **Annexure VIII** is to be used for providing details of experience.

2.12 Brief Profile of the Proposed Staff

- 2.12.1 The consulting firm should propose and deploy team of adequate skills and strength to perform the requisite scope of work in the expected time frame as mentioned in this document. As a minimum requirement, the Project leader and the surveyors should fulfill the following criteria:

2.12.1.1 Project Manager:

Annexure IX is to be used for brief profile of the project manager and surveyors.

- Should be a graduate, however, post graduate will be preferred.
- Should have more than 8 years of work experience
- Should have managed at least 3 projects in India as Project Manager for field surveys of 50,000 household.

2.12.1.2 Surveyors:

- Should be graduate.
- Should have more than 1 year of work experience.
- Should be fluent in Hindi.

- Should have participated in at least 1 field survey project for at least 20 days.

2.13 Financial Bid

2.13.1 **Annexure X** is to be used for Financial Bid.

2.14 Payment Schedule & Milestone

2.14.1 Payment Schedule has been given in **Annexure XI**.

2.15 Response by the Bidder

2.15.1 The bidder is expected to examine all instructions, forms, terms and conditions in the RFP. Failure to furnish all information required in RFP or submission of a bid not substantially responsive to the RFP in every respect may result in rejection of his bid.

2.15.2 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the RFP.

2.16 Preparation of Bids

2.16.1 The proposal and all associated correspondence shall be written in English and shall conform to prescribed Annexures. Any interlineations, erasures or over writings shall be valid only if the authorized person signing the proposal initials them.

2.16.2 The proposal shall be submitted in prescribed Annexures as per the guidelines given in this RFP, by person authorized by Board Resolution / Power of Attorney. The authorization shall be submitted along with the proposal.

2.17 Submission, Receipt and Opening of Bids

2.17.1 Bid should be submitted in two parts, both in separate sealed and signed envelopes, prescribed with Technical bid and Financial bid, with

company's name and title of the tender. These two envelopes should be put in one envelop, marked with name of the tender and name of the company submitting the tender.

- Part-I: Technical Bid (Annexure V,VI,VII,VIII,IX)
& Bid Security (Annexure IV)
Part-II: Financial Bid (Annexure X)

2.17.2 The Tender Evaluation Committee (TEC), constituted for the purpose, will open all bids (only Technical Bids at the first instance), in the presence of bidders or his representatives who choose to attend, and at the following address:

**Conference Hall
DUSIB
Govt. of NCT of Delhi
Punarvas Bhawan
I.P.Estate, New Delhi-110002**

- 2.17.3 TEC will first examine the documents submitted for minimum eligibility. The bids of those bidders not fulfilling the minimum eligibility criteria mentioned in **the RFP**, will not be processed further.
- 2.17.4 The bidder's representatives, present for bid opening, shall sign an attendance register evidencing their attendance. In the event of the specified date of bid opening being declared holiday, the bid shall be opened at the appointed time and location on the next working day.
- 2.17.5 The bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details shall be ascertained by the Committee.
- 2.17.6 Bids, that are not opened and read out at bid opening, shall not be considered for further evaluation, irrespective of the circumstances.
- 2.17.7 Any bids received after the prescribed time, shall be referred to the TEC for decision on acceptance / rejection.

2.18 Right to accept any bid and to reject any or all bids

- 2.18.1 DUSIB reserves the right to accept or reject any proposal, and to annul the entire process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or

any obligation to inform the affected bidder(s) of the grounds for such decision.

2.19 Duration of Contract

- 2.19.1 The duration of the contract period is expected to be of 4 months from the date of award and Government may extend the contract on its discretion for completion of survey.

2.20 Confidentiality

- 2.20.1 Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder(s) or any other persons not officially concerned with such process until the selection process is over. The undue use, by any bidder, of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Director (RAY), DUSIB, no party shall at any time, communicate to any person or entity any confidential information acquired in the course of the Contract.

2.21 Award of contract

- 2.21.1 On acceptance of proposal for awarding the contract, DUSIB will notify the successful bidder(s) and the Contract Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the both parties (DUSIB and successful bidder(s)).
- 2.21.1.1 Qualifying bidder quoting lowest amount will be declared L1, others will be ranked L2, L3, L4, L5 etc. in ascending order of the price quoted.
- 2.21.1.2 L1 will be awarded the contract as mentioned below.
- 2.21.1.3 L2 will be required to match the price of L1 for award of remaining work as mentioned below.
- 2.21.1.4 If L2 declines to match the price of L1, L2 will be removed from the list of successful bidders and L3 will be re-ranked as L2 and asked to match the price of L1 and will be awarded work as below, on matching the price. Same offer will be sequentially made to other qualified bidders based on ranking above, will be offered to match the price, and

on matching the price will be awarded work as below. This process will stop on award of all the work to qualified bidders.

2.21.1.5 In case, all qualified bidders have been awarded work and some percentage of clusters remain, DUSIB can increase the percentage of clusters for each of the bidders to cover all clusters.

2.21.2 The work will be awarded in the following manner :

S.No.	Bidder's financial performance (prices quoted, in ascending order)	% of clusters (approx)	Remarks
1	L1 (lowest price)	35%	
2	L2 (second lowest price)	25%	Must meet the price quoted by L1 else next lowest price bidder will be offered.
3	L3 (third lowest price)	20%	Must meet the price quoted by L1 else next lowest price bidder will be offered.
4	L4 (fourth lowest price)	20%	Must meet the price quoted by L1 else next lowest price bidder will be offered.
5	L5 (fifth lowest price)	Remaining, if any, but not greater than 15%	Must meet the price quoted by L1 else next lowest price bidder will be offered.

2.22 Performance Security

2.22.1 The Company whose BID is accepted shall deposit 10% of the amount of Contract value as Performance Security valid for at least 6 months. The Performance Security shall be in the form of Bank Guarantee (**Annexure XII**)/Demand Draft/FD Receipt/Banker Cheques in favour of Chief Executive Officer, DUSIB from a Nationalised Bank.

2.22.2 The proceeds of the performance security shall be payable to DUSIB as compensation for any loss resulting from the Agency or any of its agents (involved in the survey or data management) or failure to complete its obligations under the Contract.

- 2.22.3 The Performance Security shall be denominated in Indian Rupees and shall be issued by a nationalized bank as per **Annexure XII**.
- 2.22.4 Successful bidder shall furnish the performance security within 7 days of the receipt of notification of award from “DUSIB”, in accordance with the Conditions of the Contract, in the Performa prescribed in the tender.
- 2.22.5 The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. Bid Security would be refunded to the successful bidders on receipt of Performance security. In case of extension of contract, successful bidder will be required to extend the period of Performance Security.
- 2.22.6 Performance Security would be forfeited and credited to DUSIB in the event of a breach of contract by the Agency in terms of the contract.

3 Clause 3: General Terms & Conditions of Contract Agreement.

3.1 Application

- 3.1.1 These general conditions shall apply to the extent that provisions in other parts of this RFP or Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of DUSIB shall be final and binding on the Agencies.

3.2 Relationship between parties

- 3.2.1 Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the ‘DUSIB’ and ‘the Agency’ (bidder who has been awarded the work in this RFP). The Agency, subject to this contract, has complete charge of personnel and sub-Agency, if any, performing the services under terms of this RFP. The Agencies shall be fully responsible for the services performed by them or on their behalf hereunder.

3.3 Standards of Performance

- 3.3.1 The Agencies shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agencies shall always act in respect of any matter relating to this contract as faithful advisor to DUSIB. The Agencies shall abide by all the relevant provisions/Acts/Rules etc. The Agencies shall conform to the standards laid down in RFP in totality.
- 3.3.2 The Agencies shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the DUSIB under the contract. The Agencies should provide professional, objective and impartial advice, where ever needed, and at all times hold the DUSIB's interests paramount, without any consideration for future work.

3.4 Delivery & Documents

- 3.4.1 As per the time schedule prescribed in **Annexure XI**, the Agency shall submit all the deliverables on due date as per the delivery schedule. The Agency shall not, without DUSIB's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. All documents and data, prepared by the Agency under the contract for this work, will be property of DUSIB.
- 3.4.2 End of contract : Agency is required to meet following obligations on end of contract which may occur due to termination or completion of work :
- 3.4.2.1 Deliver all data, accurate or inaccurate, to the Board on CDs/DVDs. The vendor will prove that the data is readable and not corrupted or incomplete.
 - 3.4.2.2 Return all forms given to the vendor for data entry.
 - 3.4.2.3 Delete all data pertaining to this contract from its servers/computers after verification of documents and data by DUSIB.

- 3.4.2.4 Submit a letter, on stamp paper, signed by atleast two members of Board of Directors / Head of the Organisation certifying that all data, forms, documents and other items concerned with this project have been submitted to DUSIB and the Agency or its data entry partner do not hold any data, forms and documents.

3.5 Agency Personnel

- 3.5.1 The Agency shall employ and provide such qualified and experienced personnel as may be required to perform the services under this project. It is desirable from the Agency to deploy the personnel, who have adequate experience in the domain related with the project. It is desirable that for domain-related Projects, the Agency must hire the services of domain Specialists, on a case-to-case basis, to work on the Project effectively.

3.6 Applicable Law

- 3.6.1 Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

3.7 Governing Language

- 3.7.1 The Contract shall be written in English Language. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

3.8 Intellectual Property Rights

- 3.8.1 No services covered under the contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the forgoing, any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the DUSIB from all actions, costs, claims, demands,

expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid, and at the expenses of the Agency, DUSIB shall be defended in any of the proceedings which may be brought in that connection. All the deliverables submitted by Agencies under the contract will be the sole property of DUSIB.

3.8.2 The data and forms remain property of DUSIB at all times and will not be given/communicated to any one for any purpose unless so authorised in writing by Director (RAY), DUSIB.

3.8.3 On completion of work, the authorised signatory of the agency, will have to give an undertaking on stamp paper certifying that the agency does not hold in original or copies of any data or forms used in this work.

3.9 Sub Contracts

3.9.1 The Agency shall not appoint any sub contractor in any manner, except for those works which are explicitly permitted by DUSIB (data entry). However, in exceptional cases, DUSIB may grant permission to do so. If it is found that a sub contractor has been engaged without permission from DUSIB, the contract may be canceled, in which case the PERFORMANCE SECURITY will be forfeited.

3.10 Duration of Contract

3.10.1 The duration of the contract period is expected to be of 4 months from the date of award and DUSIB may extend the contract if needed.

3.11 Assignments

3.11.1 The Agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without, prior written consent of DUSIB.

3.12 Payments Schedule & Milestone

- 3.12.1 All payments shall be made in Indian Rupees only, and as per the schedule given in **Annexure-XI**.

3.13 Performance Assessment

- 3.13.1 This RFP is for selection of the Agency for execution of the assignment as mentioned in **Annexure I**. If during execution of the Project, following problems are found, then a penalty of 0.5% of the contract value per week (subject to maximum of 5%) may be imposed by Govt. of NCT of Delhi.
- 3.13.1.1 Quality of deliverable is not up to the mark, (till the quality is improved to the required extent), determined by a committee of DUSIB.
 - 3.13.1.2 Delays in deliverables.
 - 3.13.1.3 Not assigning adequate resources in time.
 - 3.13.1.4 Not engaging resources on a dedicated basis, even when required.
 - 3.13.1.5 Assigning resources that do not meet the DUSIB requirements
 - 3.13.1.6 Inadequate interaction.
 - 3.13.1.7 The work is either not complete or not completed satisfactorily as per the time schedule or the quality of deliverable.
- 3.13.2 If the delay in problems are not resolved or persist beyond 2 weeks, then the DUSIB may rescind the Contract and shall be free to get it done from other Agency at the risk and costs of the appointed Agency.

3.14 Process of providing of data by Agency

- 3.14.1 Selected agency(s) will deliver data in electronic form at 5 PM on every Tuesday, along with the filled forms, for which data is being provided. The data must be delivered on a CD in MySQL readable format and as per data fields' details provided with this RFP.
- 3.14.2 The accuracy of data needs to be 99.5%. Accuracy will be measured for the data entered for the forms since last measurement of accuracy. Following method will be used :
- 3.14.2.1 About 10% of the forms will be randomly checked against data entered for corresponding forms.
 - 3.14.2.2 Every 1 character missed/wrongly entered or selection of every wrong option per form will be considered to be an error.

3.14.2.3 Average % error will be calculated by :

$$\frac{\text{number of errors in all sampled forms}}{200 \times \text{No. of sampled forms}}$$

3.14.2.4 Penalty of 1% amount will deducted for every ½% error below 99.5% accuracy. For this deduction, amount payable for all the forms, from which about 10% sample has been taken, will be considered.

3.14.2.5 The agency will be required to improve the accuracy to 99.5%, by re-entering data at his own cost within 3 days of detection of error.

3.14.2.6 DUSIB will issue a penalty letter to the agency after every accuracy check.

3.15 Liquidated Damages

3.15.1 If any of the services performed by the Agency, fail to conform to the specifications of the assigned project or in the event of the failure of the project due to indifferent, non supporting attitude of the Agency and DUSIB decides to abort the contract because of such failure, then the performance guarantee of the Agency shall be forfeited. Besides, all the payments already done for such service shall also be recovered. This shall be without prejudice to other remedies available under this contract to DUSIB.

3.16 Suspension

3.16.1 DUSIB may, by written notice to Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

3.16.1.1 Shall specify the nature of failure

3.16.1.2 Shall request the Agency to remedy such failure within a period not exceeding 7 (seven) days after receipt by the Agency of such notice of failure

3.17 Termination

3.17.1 Under this Contract, DUSIB may, by written notice terminate the services of the Agency in the following ways:

- 3.17.1.1 Termination by Default for failing to perform obligations under the Contract if the quality is not up to the specification, or in the event of non adherence to time schedule.
- 3.17.1.2 Termination for Convenience in whole or in part thereof, at any time.
- 3.17.1.3 Termination for Insolvency if the Agency becomes bankrupt or otherwise insolvent.
- 3.17.2 In all the three cases, termination shall be executed by giving written notice to the Agency as prescribed in this RFP under GCC. Upon termination of the contract, payment shall be made to the Agency for:
 - 3.17.2.1 Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination.
 - 3.17.2.2 Any expenditure actually and reasonably incurred prior to the effective date of termination, as determined by DUSIB.
- 3.17.3 No consequential damages shall be payable to the Agency in the event of such termination.

3.18 Force Majeure

- 3.18.1 Notwithstanding anything contained in the RFP, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 3.18.2 For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the DUSIB regarding Force Majeure shall be final and binding on the Agency.
- 3.18.3 If a Force Majeure situation arises, the Agency shall promptly notify to the DUSIB in writing, of such conditions and the cause thereof. Unless otherwise directed by the DUSIB in writing, the Agency shall continue to

perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.19 Amicable Settlement

3.19.1 Performance of the Contract is governed by the terms the 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 3 days after receipt. If that party fails to respond within 3 days, or the dispute cannot be amicably settled within 15 days following the response of that party, then Clause 3.20 of GCC shall become applicable.

3.20 Resolution of Disputes

3.20.1 Any dispute or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities, representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, DUSIB.

3.20.2 The award of the sole Arbitrator shall be final and binding on all the parties. The Arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

3.20.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the Arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held Delhi/New Delhi only.

3.21 Taxes & Duties

- 3.21.1 The Agency shall fully familiarize itself about the applicable taxes (such as VAT, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by DUSIB under the contract. The Agency, and personnel shall pay such domestic taxes, duties, fees and other impositions (wherever applicable) levied under the applicable law.

3.22 Legal Jurisdiction

- 3.22.1 All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Delhi only.

3.23 Notice

- 3.23.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

4 SCOPE OF WORK

4.1 The scope of work for the Agency would involve the following:-

4.1.1 Collection of household data for JJ clusters assigned to the agency

4.1.1.1 The agency shall collect data of households of JJ clusters as prescribed in the Data Collection form.

4.1.1.2 The agency shall collect data about available facilities in the JJ cluster as prescribed in the JJ Cluster data collection form.

4.1.1.3 Provide daily update through email / telephone / sms to Nodal Officer in DUSIB, of household data collected in survey format.

4.1.1.4 Provide daily update through email / telephone / sms to Nodal Officer in DUSIB, of information of data fed in the electronic system.

4.1.2 The deliverables are:-

4.1.2.1 Compilation of socio-economic profile of the cluster.

4.1.2.2 Completed survey forms for all JJ dwellers in allotted JJ clusters.

4.1.2.3 Data in electronic form, of the house hold, from all the survey forms, in prescribed format.

4.1.2.4 Data in electronic form, of the facilities available in the JJ cluster in prescribed format.

4.1.2.5 Social Assessment Report which includes socio-economic profile and analysis of the jhuggi families living in the JJ clusters.

4.2 Remarks

4.2.1 **The Project Leader shall not be changed during the execution of the project.** If the change is inevitable then the prior approval the DUSIB shall be taken.

Annexure - II**5 MINIMUM QUALIFICATION CRITERIA**

5.1 The company meeting the following qualification criteria will only be considered for technical evaluation. The bidder has to fill up this table and submit along with the technical bid.

S. no.	Eligibility Criteria	Documents to be submitted	Does your company comply?
(a)	Must have been registered, before 31 Mar 2006, in India under Partnership Act, Companies Act, LLP, or be a Proprietorship or Societies Registration Act, 1860.	Copy of Articles of Association / registration etc.	Yes / No
(b)	Must have a minimum turn over of Rs. 50 lakhs in each of the last 3 financial years and total turn over of more than Rs. 2 Crore in the last 3 financial years.	Copy of duly audited balance sheets.	Yes / No
(c)	Must have carried out at least 2 projects in last financial year involving field survey and data collection of more than 50,000 households in total.	Copy of completion certificate.	Yes / No
(d)	Must have carried out at least 1 project for government or PSU or a govt undertaking in any of the last 2 financial years involving field survey and data collection of more than 50,000 households in total.	Copy of completion certificate.	Yes / No
(e)	Must have at least 50 employees on the organization's rolls continuously for at least 18 consecutive months as on date of submission of bid.	List of current employees, with date of joining, attested by Authored Official.	Yes / No
(f)	Of the 50 employees above, at least 15 employees must have managed at least two	Certificate by employees if project	Yes / No

	projects each, with in past 3 years, of field level survey / data collection of duration of at least 45 days or data collection for over 25,000 households.	done in earlier organisation, along with contact details of earlier organisation, otherwise certificate by the organisation naming each project with client contact details.	
(g)	Of the 50 employees above, at least 10 employees should have Masters degree / Doctorate in Sociology / economics / social work or related fields.	Copies of degrees.	Yes / No
(h)	Must have a permanent functional office in the NCR for at least last 2 financial years.	Registration, if registered office else certificate by Authored Official giving address of the office in last 2 years.	Yes / No
(j)	Must be profitable for last 2 financial years.	Copy of duly audited balance sheets.	Yes / No
(k)	If data entry work for this project is envisaged to be done in house by the bidder, then it must submit details of its data entry experience .	Copy of certificates / work order (of completed work).	Yes / No
	Alternatively, if the data entry work is to be outsourced to a data entry company, then bidder must submit copy of agreement with a the company for data entry of forms to convert the entries into electronic data.	Copy of agreement	Yes / No
	The data entry company must have had experience of over 3 years in data entry work,	Copy of certificates / work order (of completed work).	Yes / No
	must be profitable in last two financial years	Copy of duly audited balance sheets.	Yes / No
	and must have handled at least a single	Copy of certificates /	Yes / No

	project of data entry of 50,000 forms, in last two financial years.	work order (of completed work).	
(I)	Documents on data entry methodology and quality assurance processes must be submitted by bidder or data entry company, which ever is applicable.	Copy of the document.	Yes / No

5.2 All documents, submitted as proof of being eligible, must be attested by authorised representative of the agency. The letter of authorisation shall be signed by owner if proprietorship firm / society, all partners if partnership firm, and by at least two whole time directors if a company.

6 Methodology and Criteria for evaluation of Technical and Financial Bid

6.1 A technical Evaluation Committee will be constituted to evaluate the bids/proposal. During evaluation of proposals, the Committee may, at its discretion, ask the bidders for clarification of their Proposals.

6.2 Only those bids will be evaluated which are accompanied by valid EMD as stated in this document and meet the minimum qualification criteria.

6.3 Technical Bid Evaluation:

6.3.1 The TEC shall ascertain that bidders meet minimum qualification criteria. Those bids, which do not meet the minimum qualification criteria, will be declared unresponsive, and will be rejected.

6.3.2 TEC will award points to all qualified bidders, based on the documents submitted by the bidders as per undermentioned table :

	Assessment Criteria	Range	Points
(a)	Total turn over in the last 3 financial years	>Rs. 2 Cr – Rs. 3 Cr	5
		>Rs. 3 Cr – Rs. 5 Cr	7
		> Rs 6 Cr	10
(b)	Total turn over from surveys only business in the last 2 financial years.	Rs.1 Cr – Rs. 2 Cr	5
		>Rs. 2 Cr – Rs. 4 Cr	7
		>Rs. 4 Cr	10
(c)	Number of projects in last 2 financial years involving field survey and data collection of more than 50,000 households in each project.	2 – 3 projects	5
		3 – 5 projects	7
		>5 projects	10
(d)	Number of projects for government or PSU or a govt undertaking in any of the last 2 financial years involving field survey and data collection of more than 50,000 households in each.	1 project	5
		2 – 3 projects	7
		>4 projects	10
(e)	Number of employees on the organization's rolls	50 – 75 employees	5
		76 – 100 employees	7

	continuously for at least 18 consecutive months as on date of submission of bid.	>100 employees	10
(f)	Number of employees having experience of managing at least two projects each, with in past 3 years, of field level survey / data collection of duration of at least 45 days or data collection for over 25,000 households.	15 – 20 employees	5
		21 - 40 employees	7
		>40 employees	10
(g)	Number of employees who have Masters degree / Doctorate in Sociology / economics / social work or related fields.	10 - 15 employees	5
		16 - 20 employees	7
		>20 employees	10
(h)	Presentation by bidders on <ul style="list-style-type: none"> • Management of the project • Process of carrying out field surveys of households • Survey Quality management • Qualification and experience of manpower to be for field survey and project management. • Data digitisation and error correction methodology 	Points will be awarded by Tender Evaluation Committee	30
Total max points			100

6.3.3 The bidders will make a presentation of 15 minutes duration to the Technical Evaluation Committee, which will award points. The date and time of presentation will be informed to the bidders and will also be displayed on DUSIB website.

6.3.4 The TEC will total all the points scored by each bidder as per above table and will rank the bidders in descending order of points scored by bidders.

6.3.5 For bidders to qualify, their total score must be over 50%.

6.3.6 Bidder with highest number of points will be ranked H1 and bidders with lower number of points will be ranked H2, H3 and so on till all qualified bidders have been ranked.

6.4 Financial Bid Evaluation:

6.4.1 Financial bids shall be opened for bidders ranked H1 to H6.

- 6.4.2 Financial Bids of bidders shall be sorted in ascending order of quoted cost. The bid with lowest cost shall be marked as L1. Subsequent bids will be marked as L2, L3 etc. based on quoted price.
- 6.4.3 Financial bids will then be processed as per 'Award of Contract', section 2.21.

Annexure - IV

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto Special Officer, Delhi Urban Shelter Improvement Board, Punarvas **Bhawan, I.P. Estate, New Delhi-110 002.** (hereinafter called "the Board") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Security Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Board may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Board and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the Board, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.

b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

(a) If the Bidder withdraws his bid during the period of Bid validity specified in the Form of Tender; or

(b) If the Bidder refuses to accept the corrections of errors in his bid; or

(c) If the Bidder having been notified of the acceptance of his bid by the Board during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in this RFP.

(d) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(e) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

5. WE undertake to pay to the Board upto the above amount upon receipt of his first written demand, without the Board having to substantiate his demand provided that in his demand the Board will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

Signature of Witness

Name of Witness (Stamp/Seal of Bank)

Address of Witness

COVERING LETTER

(To be submitted on the company letterhead)

<<Insert Date and location>>

Proposal Reference No:

To

The Chief Executive Officer,
Delhi Urban Shelter Improvement Board,
Govt. of NCT of Delhi.
Punarvas Bhawan,
IP Estate, New Delhi-110002.

Dear Sir,

Sub: Submission of proposal in response to RFP for **‘Selection of Agencies For Undertaking Comprehensive Socio-economic Survey of Households in Jhuggi Jhopdi Clusters in Delhi’**, RFP No. 1/Dir(RAY)/2012-13.

Having examined the RFP, we, the undersigned, hereby submit our proposal in response to your RFP in full conformity with the said RFP:

- 1 We agree to abide by this Proposal, consisting of this letter, the Minimum Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the RFP, modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 2 If we are entrusted with the survey assignment, we undertake to provide a Bank Guarantee in the pre-requisite form and amount prescribed in the tender.

3 We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

4 We understand that you are not bound to accept any proposal you receive

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Company:

Address:

IMPORTANT INFORMATION**RFP No. 1/Dir(RAY)/2012-13**

Sr. No.	Information	Details
1.	Advertisement Date	21 April 2012
2.	Last date for submission of written queries by email for clarifications	28 May 2012, 5:00 PM
3.	Place, date and time for Pre bid conference	01 May 2012, 3:00 PM Conference Hall DUSIB, Govt. of NCT of Delhi Punarvas Bhawan I.P.Estate, New Delhi-110002
4.	Release of response to clarifications	As early as possible after the pre-bid
5.	Last date and time for submission of bids (Technical and Financial)	11 May 2012, 3:00 PM
6.	Date and time for opening of technical proposals	11 May 2012, 4:00 PM
7.	Contact person for queries	Project Director (RAY), DUSIB Govt. of NCT of Delhi Punarvas Bhawan I.P.Estate, New Delhi -110002 Email :socio.dusib@gmail.com Ph : 91-11-23370612 Fax : 91-11-23370560
8.	Address and Addressee at which bids are to be submitted	Director (RAY), Room no. 40, DUSIB, Govt. of NCT of Delhi Punarvas Bhawan I.P.Estate, New Delhi -110002
9.	Place, date and time for opening of financial bid.	The place, date and time for opening of financial bids will be intimated to qualified bidder after assessment of technical bids.

FINANCIAL DETAILS

Sr. No.	Financial Year (in Rs Crores)	Total Turn over	Turn over from survey work
1	FY 08-09		
2	FY 09-10		
3	FY 10-11		

*** Please attach relevant documents as proof in support of above declarations**

Brief Profile of Project Manager and surveyors

[For each position of key professionals, separate Annexure should be submitted]

1 Name:

2 Date of birth:

3 Nationality:

4 Name of Company:

5 Educational Qualification:

Sr. No.	Degree Held	Name of Institution / University	Percentage / Division / Grade obtained	Year of Passing
1.				
2.				
3.				
4.				
5.				

6 Other Training / Certification, if any give full details:

7 Employment Track Records:

[Starting with present position, list in reverse order (see format below): dates of employment, name of employing organization, positions held.]

Sr. No.	Name of Employer / Organization	Duration / Period		* Nature of Duties / Role Performed	** Domain Experience
		From	To		
1.					
2.					
3.					
4.					
5.					

* [Please provide a separate Sheet with details of Role / Nature of important Projects executed]

** [Domain specific experience in category such as survey, statistical data processing, data sanitisation etc.].

8 Certification:

I, the undersigned, certify that the aforesaid information provided by me about my self, my qualifications & my experience are correct to the best of my knowledge and belief. I understand that any willful misstatement provided herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of Project Manager/surveyor with Organization seal]

[Signature of authorized representative of the Company]

[Full Name of authorized representative]

To be submitted on company's letter head only

**Socio-economic Survey of Households in Jhuggi Jhopdi Clusters in
Delhi**

RFP no. 1/Dir(RAY)/2012-13

FINANCIAL BID

Description	Amount in Rs. And Paise (inclusive of all taxes, levies, duties)
Charges per household surveyed	In numbers and in words

(Signature of the Authorized Representative)

Name:

Date.....

Name of the company

Stamp of the company

Note :

- In case of variance between numbers and words, amount quoted in words shall be considered final.
- The amount must include all taxes, levies and duties.

PAYMENT SCHEDULE & MILESTONE**Payment shall be made after verified final delivery of requisite deliverables.**

Sr. No	Milestone / Deliverable	Expected Time Limit	Payment Schedule (% of the Total Fee)	Board Work
1.	Error free data provided for 7% of households of allotted clusters.	30 days (From the date of award of the Contract)	5.00%	Random survey of households to ascertain accuracy and quality of data.
2.	Error free data provided for next 15% of households of allotted clusters.	50 days (From the date of award of the Contract)	10 %	Random survey of households to ascertain accuracy and quality of data.
3.	Error free data provided for next 25 % of households of allotted clusters.	75 days (From the date of award of the Contract)	15.00%	Random survey of households to ascertain accuracy and quality of data.
4.	Error free data provided for next 28 % of households of allotted clusters.	95 days (From the date of award of the Contract)	20.00%	Random survey of households to ascertain accuracy and quality of data.
5.	Error free data provided for next 25 % of households of allotted clusters.	110 days (From the date of award of the Contract)	20.00%	Random survey of households to ascertain accuracy and quality of data.
6.	Final reconciliation of data of all allotted clusters	120 days (From the date of award of the Contract)	30.00%	Random survey of households to ascertain accuracy and quality of data. Reconciliation of all the allotted clusters.

Note : On completion of the project before payment of final 30% is made, the agency will have to certify that all jhuggis, in the JJ clusters allotted for survey, have been surveyed and their data has been provided to DUSIB. In case, it is later discovered that any jhuggis have been left out, the agency will have to do the survey at its own cost.

Annexure - XII

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Special Officer, DUSIB, Punarwas **Bhawan, I.P. Estate, New Delhi-110002.** (hereinafter called the "Board") of the other part.

2. WHEREAS _____ (Name of the Board) has awarded the contract for Survey of JJ Clusters to the contractor for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the Agency) (hereinafter called the "Agency").

3. AND WHEREAS THE Agency is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Board the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Agency has signed the aforementioned contract with the Board, the Bank is engaged to pay the Board, any amount up to and inclusive of the aforementioned full amount upon written order from the Board to indemnify the Board for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Board immediately on demand without delay without reference to the Agency and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability

or damages resulting from any defects or shortcomings or debts of the Agency. The Bank shall pay to the Board any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of 6 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 2 months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Board agrees to grant a time of extension to the Agency or if the Agency fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under CLAUSE 2.2, Annexure -I above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Board and at the cost of the Agency.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Agency.

9. The neglect or forbearance of the Board in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Board for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Board", "the Bank" and "the Agency" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____(Month)_____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name_____

Designation_____

I.D. No._____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named
_____ in the presence of:

Witness-1.

Signature_____

Name_____

Address_____

Witness-2.

Signature_____

Name_____

Address_____

DRAFT
Contract For Socio-Economic Survey Of Households In Jhuggi
Jhopdi Clusters In Delhi
RFP No. 1/Dir(RAY)/2012-13

Between

DELHI URBAN SHELTER IMPROVEMENT BOARD

and

[Name of the Agency]

Dated:

I. Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through the DELHI URBAN SHELTER IMPROVEMENT BOARD (hereinafter called the "Employer"), of the First Part and, [name of Agency] (hereinafter called the "Agency") of the Second Part.

WHEREAS

(a) the Agency, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Notice inviting proposal no. _____ dated _____ issued by the Employer;

(b) the "Employer" has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The RFP no. dated.....
- (c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Staffing schedule
- Appendix D: Cost Estimates
- Appendix E: Duties of the "Employer"
- Appendix F: Duties of the "Agency "

2. The mutual rights and obligations of the "Employer" and the Agency shall be as set forth in the Contract, in particular:

(a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Employer" shall make payments to the Agency in accordance with the provisions of the Contract.

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

Signed by -----
For and on behalf of the
DELHI URBAN SHELTER IMPROVEMENT BOARD

In presence of (Witnesses)

- (i)
- (ii)

2. For and on behalf of [name of Agency]

[Authorized Representative]

In presence of

- (Witnesses)
- (i)
 - (ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Agency” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “DUSIB” means the Delhi Urban Shelter Improvement Board.
- (i) “Local Currency” means Indian Rupees.
- (j) “Party” means the “Employer” or the Agency, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (l) “Fees” means all assignment-related costs [such as remuneration, travel, translation, report printing, secretarial expenses, taxes subject to specified maximum limits in the Contract].
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (o) “Third Party” means any person or entity other than the “Employer”, or the Agency.
- (p) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

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

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Agency may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Agency, Sub- Agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. Tax deductions, wherever applicable, shall be undertaken by the 'Employer' as per extant laws.

1.9 Fraud and Corruption

1.9.1 **Definitions:** It is the Employer's policy to require that Employers as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

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

(iii) “Collusive practices” means a scheme or arrangement between two or more Agency, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of this Contract, the Agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of proposal regarding substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the “Employer”, shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

2.9.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

(a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Agency, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the Agency fails to provide the quality services as envisaged under this Contract, the Project Management Committee (PMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The PMC may decide to give one chance to the Agency to improve the quality of the services.

(h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.

(i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the "Employer" shall give a not less than fifteen (15) days" written notice of termination to the Agency, and thirty (30) days" in case of the event referred to in (i).

2.9.3 **By the Agency:** The Agency may terminate this Contract, by not less than thirty (30) days" written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.3.

(a) If the "Employer" fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

(b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the "Employer" of the Agency's notice specifying such breach.

2.9.4 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.5 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

Agency and equipment and materials furnished by the “Employer”, the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Agency:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to Authority within 30 days of termination date.

2.9.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE Agency

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and ethical practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Agency or Third Parties.

3.2 Conflict of Interests: The Agency shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.: (a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection

with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Agency shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency’s Services for the preparation or implementation of the project.

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

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The Agency shall adhere to strict standards of data protection, maintenance of Intellectual Property Rights and protection of confidentiality of the various documents, records and reports relating to the project.

3.4 Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub-Agency to take out and maintain insurance, at their (or the Sub-Agency”, as the case may be) own cost but **on terms and conditions approved by the “Employer”**, insurance against the risks, and for the coverage specified in the SC, and (ii) at the Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Agency’s Actions Requiring Employer’s Prior Approval: The Agency shall obtain the Employer’s prior approval in writing before taking any of the following actions:

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

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

3.7 Reporting Obligations: The Agency shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Agency to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer": Equipment, vehicles and materials made available to the Agency by the "Employer", or purchased by the Agency wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

Equipment and Materials provided by the Agency: Equipment or materials brought into the Government's country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. Agency' PERSONNEL

4.1 General: The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel: (a) the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are as per the Agency's proposal and are described in Appendix

C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Agency by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel: (a) except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

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

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Project Manager: If required by the SC, the Agency shall ensure that at all times during the Agency's performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency or Personnel to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Agency and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Agency under this Contract, the “Employer” shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Agency’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s” liaison personnel, shall work under the exclusive direction of the Agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Agency that is consistent with the position occupied by such member, the Agency may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE Agency

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the Agency’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties agree that proportionate additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be,

set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

(a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 11.

(b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Agency without further delay.

(c) Final Payment : The final payment as specified in SC 11 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the "Employer" within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Agency with/without modifications to be communicated in writing by the Employer to the Agency.

(e) If the deliverables submitted by the Agency are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Agency. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Agency only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Agency specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Employer communicated to the Agency.

(h) In case of early termination of the contract, the payment shall be made to the Agency as mentioned herewith: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, 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, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Agency, which has not been settled amicably, any party can refer the dispute for arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitration Panel consisting of 1 (one) arbitrator,

appointed by the Employer under The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the Arbitration Panel shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 20% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 11, the Agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 7 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Agency.

(vii) The Contractor/ Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. "Employer" : To The Chief Executive Officer Delhi Urban Shelter Improvement Board, Punarvas Bhavan, I.P. Estate, ITO, New Delhi-110002. Attention: Facsimile :

		2. Agency : Attention : Facsimile :
--	--	---

2.	1.7	The Authorized Representatives are: Director (RAY), DUSIB For the Agency:
3.	2.1	Effectiveness of the Contract: From the date of signing of the Contract
4.	2.2	The time period shall be 21 days.
5.	2.3	The time period shall be 10 calendar days.
6.	2.4	The time period shall be 3 months.
7.	3.4	The risks and the insurance coverage shall be as follows:
		(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Agency or its Personnel or any Sub-Agency or their Personnel, with an adequate coverage
		(b) Third Party liability insurance, with an adequate coverage
		(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Agency, with a adequate coverage
		(d) Workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
		(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services, by theft, fire or any natural calamity.
8.	4.5	{The person designated as project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}
9.	6.1	(b) The ceiling in local currency is: [insert amount and currency]
10.	6.3	For lump-sum contracts payment will be made based on milestones indicated for each activity as per RFP.
11.	8.3	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Employer Signed by

Director (RAY),

DELHI URBAN SHELTER IMPROVEMENT BOARD

Binding signature of Agency Signed by

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Please refer to RFP.

APPENDIX B - REPORTING REQUIREMENTS

Please refer to RFP.

APPENDIX C – STAFFING SCHEDULE

Please refer to RFP.

APPENDIX D – Total COST OF SERVICES

Please refer to RFP.

APPENDIX E - DUTIES OF THE “EMPLOYER”

Please refer to RFP.

APPENDIX F - DUTIES OF THE “Agency”

Please refer to RFP.