

MUNICIPAL CORPORATION YAMUNA NAGAR - JAGADHRI



REQUEST FOR PROPOSALS

Selection of Consultants for identification of slums, carrying out socio economic survey, Preparation of GIS-enabled slum MIS, Preparation of SFCPOA for slums in Yamuna Nagar in Haryana

Least Cost Selection [LCS]



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DOCUMENT CONTROL SHEET

S. No	Particulars	Details
1	Document Reference Number	MC/Survey/2014-15/1406/ME Dated 13-2-2015.
2	Start date of issue of RFP	16-2-2015
3	Last date of issue of RFP	20-2-2015
4	Last date and time for receipt of proposals	12.30 pm 23-2-2015
5	Venue for opening of bids	ADC OFFICE, ROOM # 208, MINI SECTT. YAMUNANAGAR
6	Date and time for opening of proposals	3.00 pm 23-2-2015
7	Venue for opening of proposals	ADC OFFICE, ROOM # 208, MINI SECTT. YAMUNANAGAR
8	Cost of RFP document	2000/-
9	Earnest Money Deposit (EMD)	20000/-
10	Time Limit for completion	Six months from the award of work
11	Office and Correspondence Address	Executive Officer, Municipal Corporation , Yamunanagar- Jagadhri, Near Fountain Chowk, Yamunanagar-135001
12	Phone/Fax	01732-237841,260229
13	E-mail Address	mc.yamunanagar@gmail.com
14	Website	www.mcy.eynr.in

Note:

1. This document is non transferable and non refundable.
2. All Bidders are advised to check for any further clarifications and corrigendum related to this project at the website www.mcy.eynr.in
3. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.



SECTION 1: INVITATION FOR PROPOSALS (IFP)

1.1 Background

Through this Request for Proposal (RFP), the Municipal Corporation Yamunanagar-Jagadhri intends to invite Technical & Financial Proposals through double envelope system for Selection of Consultants for identification of slums, carrying out socio economic survey, Data entry on NBO website ,Preparation of GIS-enabled slum MIS, Preparation of SFCPOA for slums in Yamuna Nagar in Haryana in line with the guidelines of Ministry of Housing and Urban Poverty Alleviation, Government of India,.

1.2 Invitation

- A. Through this Request for Proposal (RFP), it is intended to invite Proposals for Selection of Consultants for identification of slums, carrying out socio economic survey, Data entry on NBO website, Preparation of GIS-enabled slum MIS, Preparation of SFCPOA for slums in Yamuna Nagar in Haryana
- B. The RFP document is issued only to short-listed/ pre-qualified agencies, who had submitted Expression of Interest (EOI).
- C. The RFP document can also be downloaded from the website and submitted before the due date in the prescribed format alongwith cost of RFP document in the form of Bankers Cheque or Demand Draft.
- D. The MC (Municipal Corporation) may, at its own discretion can extend the date for submission of proposals. In such a case all rights and obligations of the MC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- E. The Proposal can be sent through Registered Post/Speed Post/ courier or submitted personally so as to reach MC's office at designated date and time as per RFP.
- F. All Bankers Cheque or Demand Draft should be in Indian Rupees and drawn on any Scheduled Bank in favour of "Commissioner, Municipal Corporation



Yamunanagar- Jagadhri” payable at Yamunanagar.

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

2.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this RFP have the following meanings:

- a) “**Bidder**” means firm/company/Agency/Institution/NGO, who submits proposal in response to RFP document.
- b) “**Committee**” means committee constituted for evaluation of Proposals.
- c) “**Contract**” means the Contract executed between MC and firm/ company/Agency/institution/ NGO for identification of slums, carrying out socio economic survey, Data entry on NBO website, Preparation of GIS-enabled slum MIS, Preparation of SFCPOA for slums in Yamuna Nagar in Haryana alongwith the entire documentation specified in the RFP.
- d) “**MC**” means Municipal Corporation, Yamunanagar-Jagadhri.
- e) “**GCC**” means General Contract Conditions.
- f) “**ITB**” means Instructions to Bidders.
- g) “**IFP**” means Invitation for Proposal.
- h) “**MOHUPA GOI**” means the Ministry of Housing and Urban Poverty Alleviation, Govt. of India.
- i) “**Personnel**” means professional and support staff.
- j) “**Proposals**” means proposal submitted by bidders in response to the RFP issued by the MC
- k) “**Services**” means the work to be performed by firm/ company/Agency/institution in pursuant to this RFP and to the contract executed between the parties.
- l) “**SOW**” means Scope of Work



J) “**FOW**” means Flow of Work

2.2 Conflict of Interest

The firm/ company/Agency should provide professional, objective, and impartial service and at all times hold the MC’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. Firm/ company/Agency/ institution shall not deploy former employees of the Urban Local Body Department, Haryana.

2.3 Validity of Proposals

a) Proposals shall remain valid for current financial year 2014-15 from the date of opening of Proposal. The MC reserves rights to reject the proposal having shorter validity period as non-responsive.

b) In exceptional circumstances, the MC may solicit the bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. Bidder granting the request will not be permitted to modify its Proposal.

2.4 Right to accept or reject Proposal(s)

The MC reserves the rights to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

2.5 Fraud and Corruption

It is required that the bidder submitting Proposal selected through this RFP must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

a) For this purpose, definitions of the terms are set forth as follows:

i) “**Corrupt practice**” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the MC or its personnel in contract executions.

ii) “**Fraudulent practice**” means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at



artificially high or non-competitive levels and to deprive the MC of the benefits of free and open competition;

iii) “**Unfair trade practice**” means supply of services different from what is ordered on, or change in the Scope of Work.

iv) “**Coercive practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

b) The MC will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

c) The MC will debar/ black-list a firm/ company/Agency/NGO/ institution either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm/ company/Agency/NGO/ institution has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

2.6 Clarifications and amendments of RFP

a) During process of evaluation of the Proposals, the MC may, at its discretion, ask bidders for clarifications on their proposal. The applicants are required to respond within the prescribed time frame.

b) The MC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.

c) The successful bidder who qualifies in the bidding process shall sign the final agreement and shall furnish the Performance Bank Guarantee (PBG).

2.7 Earnest Money Deposit (EMD)

a) The bidder shall furnish, as part of the Pre-qualification Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 20,000/- (Twenty thousand only).

b) The EMD shall be in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft drawn in favour of COMMISSIONER, MUNICIPAL CORPORATION ,YAMUNANAGAR-JAGADHRI

c) Refund of EMD: The earnest money of unsuccessful bidder shall be refunded without interest on request by the bidder after final award of contract.



d) The EMD lying with the MC in respect of any other tender/ RFP/ Expression of Interest awaiting approval or rejection or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP for this purpose are re-invited.

e) EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).

f) The Earnest Money will be forfeited on account of one or more of the following reasons:

1. Bidder withdraws its Proposal during the validity period specified in RFP.
2. Bidder does not respond to request for clarification of its Proposal.
3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
4. In case of successful bidder, who fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

2.8 Process and Stages for Selection

There will be a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals. In the first stage, a preliminary scrutiny and technical evaluation will be carried out as specified in Clause 2.12.1 and 2.12.2. Based on the technical evaluation, a list of short-listed Agencies shall be prepared. In the second stage, financial evaluation of such short-listed Agencies will be carried out as specified in clause 2.12.3 and proposals/bids will finally be ranked according to their financial bids. **The lowest bidder (L-1)** shall be called for negotiations while the **second lowest bidder (L-2)** shall be kept in reserve.

2.9 Disqualifications

The MC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;



- c) submitted a proposal that is not accompanied by required documentation or is non responsive;
- d) failed to provide clarifications related thereto, whenever sought;
- e) submitted more than one Proposal;
- f) declared ineligible by the Government of India or any State/UT Government for corrupt and fraudulent practices or blacklisted.
- g) submitted a proposal with price adjustment and variation in provisions.

2.10 Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
- b) The firm's strength in the field of identification of slums, carrying out socio economic survey, Data entry on NBO website, Preparation of GIS-enabled slum MIS, Preparation of SFCPOA for slums ,Bio metric survey, Integration of Spatial Data and socio- **economic should be clearly spelt out in the Proposal.**
- c) The Proposal and all associated correspondence shall be written in English and shall conforming to the prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the Proposal.
- d) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) on every page of the proposal to bind the Bidder to the contract. The authorization letter shall be indicated by written power of attorney and shall be submitted alongwith Proposal.
- e) The envelopes containing the Proposals shall also mention the name and address of the Bidder to enable the MC for further correspondence.
- f) Proposals received through facsimile/e-mail shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above shall be taken as valid.



g) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

2.11 Submission of Proposal

Bidders shall submit their Proposals to the Executive Officer, Municipal Corporation at office address on or before the last date and time for receipt of proposals mentioned in document control sheet. The bidders are required to submit their bids in separate two sealed envelopes marked "Technical" and "Financial", placed in one sealed envelop duly super scribed "Bid for empanelment of agencies for SLUM SURVEY.

*Envelope-I shall contain the detailed technical proposal clearly depicting firm's strength in the field of survey (slum or other), mapping, Software, query system, data entry and eliciting the methodology, timelines and reporting. **Technical Bid** should be clearly mentioned.*

*Envelop-II shall contain the financial bid with complete details as per annexure-C. **Financial Bid** should be clearly mentioned..*

2.12 Evaluation of Proposals

The bid will be opened as per the schedule mentioned at Document Control Sheet. The bidders or their authorized representatives may be present during bid opening. Incomplete, invalid and delayed submission of bids will be summarily rejected.

The MC will adopt a two-stage selection process in evaluating the bidder's proposals. In the first stage, pre-qualification and technical bids will be evaluated. In the second stage, the financial bids of only those bidders will be opened, who qualify the technical evaluation criteria as laid down in clause no. 2.12.2 of RFP document.

2.12.1 Pre-qualification Evaluation

Preliminary Scrutiny: Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are generally in order /complete, all the documents properly signed and any computational errors made. Proposals not conforming to such preliminary requirements are subjected to be rejected.



2.12.2 Evaluation of Technical Proposal

The Technical Proposals would be evaluated only for those Bidders, who qualify the Prequalification evaluation. The agencies will need to score a minimum of 60 marks to qualify the technical evaluation. The entire process of evaluation is objective in nature, with proper score assigned to each parameter. The technical score/ marks will be calculated by addition of marks earned for following different categories on the basis of parameters mentioned below.

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

Category	Description	Marks
1. Capabilities & Experience in preparation of Town/City Maps & Map digitisations.		35
A	Having experience in GIS base map preparation for atleast 100 Sq. Km area and integration of MIS data with GIS map	5
B	Strength of GIS/MIS qualified persons {Strength equal to five or above =9, less than five = 5}	9
C	Infrastructure/ Instruments/Equipments. {Firm's own=6 or Outsourcing=3}	6
D	Experience of working on creating the slum MIS for atleast 1,00,000 house holds data MOHUPA guidelines	5
E	Experience in preparation of Slum Free City Plan of Action for a city having a population of atleast 5 lakhs	5
F	Experience in preparation of DPR for atleast one pilot slum	5
T1	Total marks (Mapping)	35
2. Capabilities and Experience Conducting and supervising the door to door Survey and collection of authentic data.		35
A	Qualified Enumerators (50 Nos) {Firm's own =5 or outsourcing =2}	5
B	Nos. of Qualified Supervisors (10 Nos.) {Firm's own =5 or outsourcing =2}	5
C	Social Development Specialist {Firm's own =5 or outsourcing =2}	5
D	Nos. of Qualified Survey Managers and Co-ordinators (2 Nos.) {Firm's own =5 or outsourcing =2}	5
E	Experience in execution of door to door survey	10

	{Slum Survey= 10, Other kind of door to door survey= 5, Sample survey= 2}	
F	Similar Jobs executed (State Govt. = 5 or others = 3)	5
T2	Total marks (Survey)	35
3. Capabilities & Experience in entry of survey data through Software.		30
A	Data Entry Infrastructure (Firm's own=10, outsourcing=5)	10
B	Qualified Data Entry Operator & Supervisors (10 Nos.) (Firm's own strength =5 or outsourcing= 2)	5
D	Qualified Data Managers (2 Nos.) (Firm's own strength =5 or outsourcing= 2)	5
E	Experience in data entry (Slum house-hold survey=5, other census survey=3 or other type of large data=1.	5
F	Similar Jobs executed. (State Govt= 5 or others =2)	5
T3	Total marks (Data Entry)	30
TOTAL MARKS (T1+T2+T3)		100

The total marks will be evaluated by addition of marks earned for different parameters as per the above mentioned categories

2.12.3 Evaluation of Financial Proposal

Financial evaluation of only those agencies will be carried out whose technical evaluation meets the minimum qualifying benchmark. The financial bids of other agencies that do not secure the minimum qualifying marks shall not be opened. Amongst, the agencies, who are technically qualified, the Agency quoting the lowest rate shall be first rank and designated as L-1. The Agency selected second rank shall be designated as L-2 and shall be kept in reserve. The Agency designated as L-1 may be called for negotiation. In case, the L-1 Agency withdraws or fails to comply with the requirement(s) of the assignments then the Agency designated as L-2 may be invited for negotiation.

2.13 Award of Contract

The MC will notify the successful bidder in writing that its proposal has been accepted. The Agency will sign Contract Agreement as per Annexure B within 5 days of the notification. 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 parties.



2.14 Confidentiality

a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder 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. During the execution of the project except with the prior written consent of the MC, the Agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Agency and or the MC to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

C) All documents, correspondence, reports, maps, etc. concerning the contract shall be considered as strictly confidential and the Agency or their personnel shall not either during the term or after the expiration of the contract divulge or allow access any proprietary, contract, any provision of contract thereof, any specifications, plans/map documents, flowchart, data or any information related with the this work/project and MC or sample thereof without the prior written consent of the MC.



SECTION 3: GENERAL CONTRACT CONDITIONS (GCC)

3.1. Application

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

3.2. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the MC and the Agency. The Agency subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Agency shall be fully responsible for the services performed by it or any of its personnel on behalf of the Agency hereunder.

3.3. Standards of Performance

The Agency shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to the MC. The Agency shall always support and safeguard the legitimate interests of the MC, in any dealings with the third party. The Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality.

3.4. Agency's Downstream Business Interest

The Agency shall not be eligible to bid for the activities relating to the implementation of this project. Further, the Agency shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.



3.5. Agency's Personnel

a) The Agency shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project as detailed below.

osition	No. of persons	Qualifications and Skills
Project Manager / Team leader	1	M.A. Sociology/ B.Arc/ B.E. (Civil) with 10 year experience in conducting and managing surveys.
Social Development Expert	1	Master in Social Work/ MA Sociology with 5-8 years of experience in associating in survey
Management Information System Specialist	1	A Graduate in Computer Engineering)/ MCA with 5 years of experience in software development and query system
GIS Expert	1	Graduate in Remote Sensing/Geoinformatcs. with 5 years of experience in the related field.
Surveyors	1	DCE / ITI (Civil / Surveying)
Training Expert	1	Graduate in Engineering with Fluency in Hindi& English, knowledge of training,broad range of trainees from senior executive to lower grade staff.

b) Except as the MC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide, as a replacement a person with equivalent or better qualifications after written intimation to MC.

C) If the MC finds that any of the Personnel have (I) committed serious misconduct or has been charged with having committed a criminal action, or (II) have reasonable cause to be dissatisfied with the performance of any of the personnel, then Agency shall at the written request of MC specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the MC.

d) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3.6. Applicable Law

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



3.7. Intellectual Property Rights

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 foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.

The Agency shall indemnify the MC 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, the MC shall be defended in the defence of such proceedings.

3.8. Governing Language

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

3.9. Performance Bank Guarantee (PBG)

a) Within 7 days of notifying the acceptance of proposal for the award of contract, the Agency shall furnish a Performance Bank Guarantee for amount equal to 200000/- (Two lacs) as per Annexure A, for one year beyond contract period as its commitment to perform services under the contract.

b) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.

c) The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Agency.

d) No interest will be paid on the PBG.

3.10 Delay in Performance:

a) The Agency shall perform the tasks under the project in accordance with the activity schedule specified by the MC as per SOW/FOW

b) An unexcused delay by the Agency in the performance of its contract obligations shall render the Agency liable to any or all of the following sanctions:

- i. Forfeiture of its performance security
- ii. Imposition of liquidated damages
- iii. Termination of the contract for default

c) If at any time during the performance of the contract, the Agency encounters conditions impeding timely completion of the services under the contract and performance of services, the Agency shall promptly notify the MC in writing of the reason(s) for the delay, its likely duration and causes. As soon as practicable, after



receipt of the Agency's notice, the MC shall evaluate the situation and may at its discretion extend the Agency's time for performance, in which case the extension shall be ratified by an amendment of the contract.

3.11 LIQUIDATED DAMAGES

Agency shall commence the work immediately from the date of award of work in phased manner as per requirement of MC within scheduled time limit as contract agreement. In case of delay in starting the work or execution of the contract or in securing final acceptance of the completion of the contract and any other following problems are found, the Agency shall have to pay liquidity damage of equal to 1% of the estimated cost of work per week(subject to maximum upto 10%)

- a) Quality of deliverable is not up to the mark, (till the quality is improved to the required extent).
- b) Delays in deliverables.
- c) Not assigning adequate resources in time.
- d) Not deploying resources on a dedicated basis, when required.
- e) Assigning resources that do not meet the MC requirements.
- f) Inadequate interaction with the MC.
- g) The work is either incomplete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
- h) If the delay is beyond 10 weeks then the MC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Agency. The Agency may be debarred for applying in future project consultancy assignments.

In this regard, the decision of the Commissioner, Municipal Corporation Yamunanagar-Jagadhri will be final.



3.12. Termination of Contract

The Agency's association with the MC will terminate in following ways:

- a) The term of Contract expires
- b) Termination of Contract by the MC due to non-performance during the execution of Project
 - i. Performance is below expected level.
 - ii. Non adherence to the timelines of the Project.
 - iii. Quality of work is not satisfactory.

3.13. Termination for Insolvency, Dissolution etc

The MC may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the MC.

3.14. Termination for Convenience

The MC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the MC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

3.15. Force Majeure:

- a) The Agency shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) 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 not foreseeable. Such events may include, but are not restricted to, acts of the MC in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes and work shut town imposed by Government Acts and Legislation or other authority.
- c) If a Force Majeure situation arises, the Agency shall promptly notify the MC in writing of such condition and the cause thereof. Unless otherwise directed by the MC in writing,



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

3.16. Payment Terms

The payment shall be made by the MC as per the following schedule:

S. #	Work	Payment terms
1	After completion of phase-I as per RFP	60% of the Bill produced (Phase-I only)
2	After completion of phase-II as per RFP	60% of the Bill produced (Phase-II only)
3	After completion of phase-III as per RFP	60% of the Bill produced (Phase-III only)
4	Balance payment	Final submission of all reports to the satisfaction of MC.

Slum Survey - Completion time:

Work shall be started within 7 days from date of issue of work order and submit the work schedule to the MC .The entire work shall be completed in 3 months.

3.17. Taxes and Duties

The Agency shall be entirely responsible for all taxes; duties, etc. incurred. The due tax shall be deducted from the payment of agency as per Income Tax Act or other Act.

3.18. Resolution of Disputes

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

3.19. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may



send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

3.20. Resolution of Disputes

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

3.21. Legal Jurisdiction

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



SECTION 4: SCOPE OF WORK (SOW)

The Ministry of Housing and Urban Poverty Alleviation (MoHUPA), along with its attached office, namely the National Buildings Organization, are engaged in design, implementation, monitoring and evaluation (DIME) of a variety of programmes and schemes pertaining to urban poverty alleviation. The advent of JNNURM has led to a realization that the data base for undertaking such a huge programme like JNNURM is grossly inadequate. JNNURM calls for the preparation of City Development Plans (CDPs) and meaningful development of CDPs requires a strong data base. In the absence of adequate and reliable data, the CDPs of cities and towns already prepared after the launching of JNNURM have not adequately addressed the concerns of the urban poor, especially slum-dwellers.

A Slum Survey is required to be conducted in Yamunanagar..This survey is to be conducted in accordance with the Guidelines for Survey and preparation of slum , household and livelihood profiles of cities/towns , circulated by the Ministry of housing and urban poverty alleviation . The detailed requirements such as formats & guidelines for survey and preparation of slum household and livelihood profile of cities / towns can be downloaded from the website of www.nbo.nic.in (Ministry of housing and urban poverty alleviation GOI) .The objective of this survey is for the effective implementation of JNNURM and other programmes.

The Scope of work includes

The project involves an end-to-end process of commitment from Agency in respect of all the slums of MUNICIPAL CORPORATION YAMUNANAGAR-JAGADHRI to be executed in phased manner for following:

- i. Identification of Slums & prioritization of Slums.
- ii. General Information as prescribed in the guidelines of Govt. of India.
- iii. Digitization of city map showing slum details and digitized slum maps.
- iv. Integration of GIS and Slum MIS
- v. Detailed Slum Survey with particulars of Slum Survey.
- vi. Detailed Household survey with unique ID Code of family & its members.
- vii. Detailed Livelihood Survey
- viii. Data entry of collected data.
- ix. Training of MC officials and key officials from Municipalities.
- x. Compilation of data and generation of reports in the prescribed performa.



Any other kind activity/ies required for the completion of entire process of Slum survey and preparation of Slum, Household and Livelihood Profile.as per the guidelines of MOHUPA ,GOI and Govt. of Haryana issued from time to time. The agency shall take up the entire GIS development in all the slums of Yamuna Nagar in Haryana. The task is divided in to the following phases.

Phase I

Identification of slums by following the definition of slum as envisaged in the RAY GUIDELINES. The definition of slum would be as per the definition of the Dr. Pronab Sen Committee Report on Slum Statistics/Census i.e. “A slum is a compact settlement of at least 20 households with a collection of poorly built tenements, mostly of temporary nature,crowded together usually with inadequate sanitary and drinking water facilities in unhygienic conditions” for all States except the North Eastern and Special Category States. In these States compact settlements of 10-15 households having the same characteristics as above would be considered as slums.

- mapping of slums using the integration of geo-spatial and socio-economic
- Securing CARTOSAT II/latest satellite images from NRSC/ISRO and preparation of base maps for the whole city and its fringes using the images;
- Identification and inventory of all slum clusters of all descriptions in the urban agglomeration with the help of satellite image and other available data;
- Inventory of all possible vacant lands in each zone of the urban agglomeration that could be used for slum redevelopment/ rehabilitation development purposes;
- Development of Slum Map of every slum within the city and its fringes using GIS with CARTOSAT II images, ground level spatial data collected through total station survey, collating spatial information with respect to plot boundaries, network of basic infrastructure like roads, sewerage, storm drainage and water lines, etc and superimposing this on the satellite image and importing them into GIS platform.
- ;Prepare digitized slum base maps and delineation of slum boundaries.
- Identify all slums (100 %) in Yamuna Nagar, delineate their boundaries (notified, non-notified, and slum pockets) with the name of the slum.
- The consultant would prepare the digitized base map in CAD and submit hard copy in 1:500 scale in AO size with soft copy to CORPORATION. (The date of survey of boundaries shall be depicted in the base map.

The Agency shall perform the above stated duties strictly as per guidelines issued by Ministry of Housing and Urban Poverty Alleviation, Govt. of India and as per directions of the MC.



4.1.1 The agency shall identify and prepare the list of all the slum/slum pockets/Slum clusters in the city and provide it to MC for verification. After the verification of these lists by the MC, the agency shall deploy the adequate nos. of qualified and trained persons to carry out the exercise for digitization of Slums/Slum clusters with full details on concerned city map. The agency will also gather/collect all the other relevant information required for this survey and generation of requisite detailed reports/Profiles. All the Infrastructure, Equipments and Stationary and other Consumable etc.so required for successful execution of the works will be arranged and borne by the Agency.

Phase II: Conducting Socio Economic Survey, & Preparation of Slum MIS

Socio-economic survey shall capture the details of slums (notified, non-notified, slum pockets including Pavement Dwellers) and slum households in various slum pockets – land status, demographic profile, housing status, economic status, occupational status, access to infrastructure, household level information etc. Along with Socio economic survey capture of family photo of slum dweller before their respective houses with specification of ‘ (a) RAY, (b) Name of Slum, (c) House hold number, (d) Name of the family head’ marked in placard and held by one of the family members.

Data entry, data compilation, collation and analysis processes shall take place simultaneously at the ward/zone level for all the information generated in the slum surveys. Data shall be entered in to a MIS format in the software developed by the MoHUPA / Centre for Good Governance (CGG) guidelines.

4.2 The Agency shall perform the above stated duties strictly as per guidelines issued by Ministry of Housing and Urban Poverty Alleviation, Govt. of India and as per directions of the MC.

4.2.1

Each supervisor will head a team consisting of 5-10 enumerator/ investigators/ surveyors depending upon the population and area to be covered for the survey. The supervisor will be responsible for timely and accurate canvassing of schedules and will frequently visit the field for random inspections. It shall be the duty of the supervisor to scrutinize the information collected by the investigators and make the necessary corrections, if any. The agency will ensure that there will not be any kind of duplicity in the canvassing of schedules. The Agency will ensure that all canvassed survey schedules/formats are kept in safe custody with proper binding. Even the unused formats shall also be kept in safe



custody to avoid of misuse. All these canvassed schedules/formats are the property of the MC. The Agency shall hand over all the canvassed schedules/formats (proper binding) to the MC.

4.2.2 Structure of the schedule

The Agency will make the arrangements for printing of sufficient numbers of survey schedules/formats prescribed by Ministry of Housing & Poverty Alleviation, Govt. of India required for conducting the following survey.

1. Detailed Slum Survey
2. Detailed Household Survey
3. Detailed Livelihoods Survey

The prescribed survey schedules/formats can also be download from the website www.jnnurm.nic.in and www.nbo.nic.in

During the survey, the following schedules of enquiry will be canvassed:

- Part A: General Information of Slum Area
- Part B: Slum Profile of Urban Local Body
- Part C: Particulars of Survey Operations

Annexure-I: Detailed Slum Survey

Annexure-II: Detailed Household Survey

Annexure-III: Detailed Livelihoods Survey

Part A

Part A of the schedule contains general information of the City/town covered under the survey. Part A of the schedule will be filled by the Agency.

State code: Each state has been assigned a State specific code in the Census 2001, the same code has to be used in this survey.

District code: The District code will be the one used in the Census 2001 for the District where the city is located.

City/Town code: The City/Town code will be the one used in the Census 2001.

Part-B

Part B of the schedule contains the general information of slums located in the city/town/ULB. The information will be filled in by the Agency after conducting the survey . A digitized map of the City/Town/ULB with location of every slum will be drawn indicating the location of the particular slum under survey.



Part- C

Part C of the schedule contains particulars of the survey operation.

Remarks by investigator: Any relevant remarks relating to the problems encountered in collecting the data will be recorded in this block by the investigator. If the investigator feels that certain information given by the informant is of doubtful nature, it may also be indicated with comments, if any. Any other comment, which may help to make proper assessment of the entries made in the schedule, may also be recorded here.

Comments by other supervisory officer: The views of the supervisory officer on any aspect pertaining to the characteristics under enquiry in this schedule relating to the household may be recorded in this block.

4.2.3 Coverage:

- 1 The survey schedules can be download from the website www.jnnurm.nic.in and www.nbo.nic.in.
- 2 All the Infrastructure, Equipments and Stationary and other Consumable etc.so required for successful execution of the works will be arranged and borne by the Agency.
- 3 The schedule is to be canvassed for each urban block having slum(s).
- 4 Information on each slum, (irrespective of whether notified or non-notified) found in the entire town/City will be collected. As per the state government / ULB identification the slum will be regarded as notified and non notified slum and the schedule will be canvassed accordingly.

4.2.4 Instructions for Investigators/Surveyors

Instructions for canvassing Annexure-I: Slum Survey

Slum code: A 3-digit unique code for each slum will be generated by the Agency. Information on each slum, notified or non-notified, located within the boundaries of the City/Town/ULB will be collected through Annexure-I. This schedule is meant for recording of some broad information about the particular slum. The information is to be collected by interviewing one or more knowledgeable persons. Information for most of the items is to be recorded in code. If more than one code is applicable for any particular item, then the code which applies to the major part of the slum will be recorded. Information like Name, Area, Notified, Non-notified, Date of notification of the slum, Ownership or land where slum is located, Type of Area surrounding the Slum, Whether



located in Core City/Town or Fringe area, Physical location of Slum, Whether the Slum has Electricity, Dwelling Units Structure (for Majority of Houses), Approach Road/Lane/Constructed Path to the Slum, Distance from the nearest Motorable Road, Internal Road, Major Source of Drinking Water, Latrine Facility used by most of the Residents, Type of Drainage system, Does the Slum have Underground Sewerage System, Garbage Disposal Arrangement, Frequency of Garbage Collection, Location of Pre-primary School, Location of Primary School, Existence of Adult Education Centre, No. of

Adult Education Centres, Non-Formal/vocational Training Institutions, Existence of Health Facilities, Distance of Health Facilities, Availability of Facilities within the Slum and Selfhelp Groups/ Slum Dwellers Association in slum, etc. will be recorded using the codes given under each item. Since all the items are self explanatory, further instructions for each item are not required.

Instruction for canvassing Annexure-II: Household Survey

Listing of Households: After canvassing the Annexure-I, the next step is to list all the households (including those found to be temporarily locked after ascertaining the temporariness of locking of households through local enquiry).

Coverage: Information for every household located within the boundaries of the particular slum area under survey will be collected through Annexure-II.

Source of Information: The information is to be collected by interviewing the head of the household/one or more knowledgeable persons in the household. Information for most of the items are to be recorded in code. The codes are mentioned in the schedule, wherever applicable.

Head of the Household: The head of the household is a person who is recognized as such by the household. He/she is the person generally who bears the chief responsibility for managing the affairs of the household and need not necessarily be the principal earning member of household.

Instruction for canvassing Annexure-III: Livelihoods Survey

Coverage: Information for every member of the household under survey will be collected through Annexure-III.

The Agency will ensure that all canvassed survey schedules/formats (Slum Survey, Household Survey and Livelihood Survey) are kept in safe custody after proper binding. Even the unused formats shall also be kept in safe custody to avoid any kind of misuse. All these canvassed schedules/formats are the property of MC. The Agency shall hand



over all the canvassed schedules/formats (with proper binding) to the MC .

4.2.5 Data Entry/ Creation of database

The agency shall make the following arrangements for data entry (Slum-wise) of entire data collected for Slum Survey, Household Survey and Livelihood Survey through Software developed for this purpose. The Agency shall ensure that:

- i) The Agency shall make proper arrangements for space and adequate numbers of computers/ systems and other infrastructure required for data entry.
- ii) The Agency shall ensure that the adequate numbers of trained/qualified/skill Data Entry Operators are put in service for this purpose.
- iii) The Agency shall ensure that the data entry is made slum-wise. The Agency will further ensure that survey forms (duly binded) are provided slumwise to Data Entry Operators to avoid any kind mistake of entering data of a slum in other slum.
- iv) The Agency shall ensure that numbers of records recorded in database through Software should be in accordance with the data collected in paper mode. The Agency will ensure that there is no variation/duplicity in data entry and no record is left out.
- v) The Agency shall ensure that no data is recorded by using copy and paste command by just manipulating the data of a slum/town to other slum/town. The Agency will ensure that there shall not be any kind of variation in the records/data recorded through software and actual records collected through survey. For this purpose, Agency shall ensure that Data Entry Operator manually record the family unique ID code on each Form/Record or agency may adopt any other reliable procedure for this purpose after discussing its pros/cons with MC.
- vi) The Agency shall ensure that any kind of typing or human error is rectified immediately as and when it noticed.
- vii) The Agency shall make the arrangements for incorporating all kinds of objections and claims received by the MC.
- viii) Any other kind of arrangements required for proper data entry.

4.2.6 Submission of Reports

- i. The Agency shall generate reports/checklists of entered data and supply the same to the MC for its display at appropriate place for inviting objections/claims.



- ii. The Agency will incorporate all the observations/objections to the satisfaction of concerned MC.
- iii. After the finalization of data, the requisite Slum Profile, Household Profile, and Livelihood Profile will be generated by the Agency in the prescribed performas/formats.
- iv. All the Infrastructure, Equipments and Stationary and other Consumable etc.so required for successful execution of the works will be arranged and borne by the Agency.
- v. All the final reports/ profiles/data in prescribed formats shall be submitted in ten copies (in Hard and soft) shall be submitted to MC.
- vi. The entire data, survey schedules, data entry Software and Plans/Maps reports/profiles and other documents developed/customized by the Agency shall be the property of the MC. The Agency shall be required to handover all the data, survey schedules data entry Software (including its master-files and source codes) and Plans/Maps reports/profiles and other documents complete in all respect to the MC..

4.2.7 Source of Information: The information is to be collected by interviewing the head of the household/one or more knowledgeable persons in the household. Information for most of the items is to be recorded in code. The codes are mentioned in the schedule, wherever applicable.

Phase III:

4.3.1 Integration of GIS and Slum MIS

i. The 3 digit slum unique code to be used for linking data bases on socio-economic, tenability status, land tenure, land ownership, land value on slums in MIS with GIS which would enable the preparation of GIS-enabled Slum Information System.

ii. In addition, the unique building / structure number to be used as common reference point for GIS & MIS integration at household level during the stage of preparation of DPR.

This task involves detailed geo-reference topographical mapping and development of graphic database for all slums. The preparation of topographical map shall be based on hand held GPS. To ensure the accuracy of topographical maps, the exact location of various control points must be established by linking survey to Survey of India control points. (The CORPORATION will authorize the consultant to obtain control points from GOI.) The topographical map for each slum shall be prepared on various thematic overlays for ease of operation in GIS. Each layer shall contain the following features.



S No	Layers	Data contents and specifications
1	Base Map	Slum boundary with schedule of boundaries of related slum/slum pocket. All major physical features with reference with to names, such as highways, roads, railways, important land marks, (with specific names), water bodies, canals, rivers etc. Municipal Corporation boundary, ward and zone boundaries
2	Buildings / Structures & Open Areas	Foot prints of each building (structure) and its use, number of storeys; community centres, Anganwadi centres, Balwadi centres, community toilets; educational institutions; primary health centres, religious structures temples (specific names), mosque, shrines, church and other land marks; Open (vacant) plots, play grounds, parks
3	Existing Infrastructure	Roads & footpaths (both pucca and kutcha with type i.e., CC, BT, WBM and earthen length and condition) Details of Storm Water and Sullage drains, pucca / kutcha drains with direction of flow, lengths and condition; Natural water and drainage channels; Location of culverts and their condition. Sanitation services – individual, community and public toilets; Sewers, their length and condition, connectivity to town wide sewerage network, their lengths and condition, septic tank, its condition and point of disposal, no. and condition of Community toilets / Public toilets shall be captured. Water supply lines, their, lengths and condition bore wells, hand pumps and individual connections by type-power bore wells or municipal supply); power and telecommunication lines. Street lights, electric poles with pole nos., location and type of fixtures. Solid waste management system with details of dustbins and collection points; Elevation at all road junctions, turnings and grade changes.
4	Existing Offsite Infrastructure (adjacent linked infrastructure)	Roads, drainage, sewerage, water and power (access roads, location of secondary water mains and information on any main drains running through the slum or to which the slum is connected. Power supply). Distances of slum to city wide services like access road, outfall drain, section of offsite drains and major culverts, disposal points.
5	Potential natural and man-made hazards	Location of potential natural and man-made hazards such as high tension power lines, power transformers, factory, low lying areas, foot hills, rock outcrops, steep slopes, nalas, etc.,



QUALITY CONTROL

The creation of unique IDs (systematic numbering) for all buildings or structures in each slum shall be done in close consultation with the CORPORATION officials. This is essential for proper representation of graphical data and location related Unique IDs for each structure, which shall form part of GIS for the spatial analysis, and enable linkage to the property referencing for Unique Identification Authority of India, as far as practicable.

The following spatial survey technique using GPS and high resolution satellite image can be followed for plotting boundaries of plots / households

(i) Geo-coordinates have to be captured from ground using GPS devices under differential mode with respective household locations within slum.

(ii) GPS point has to be converted into shape file and Geo referenced with satellite image belonging to the same locality which can be verified based on visual features matching with ground data sets.

(iii) Generated footprints of a household are to be assigned with unique identification number. (During household data collection this ID is written on socio economic survey forms)

In the case of digitization, the data needs to be checked for dimensional accuracy, completeness, displacement, edge matching, symbology, and layering. The method to be adopted for digitization shall conform to the standards prescribed by the Survey of India. If a map scale of 1:500 is adopted, then a plotting accuracy of 0.5 mm will be required, representing 0.25 m on the ground.

The following checks will be carried out by the RAY Technical Cell experts of CORPORATION.

- Review the survey data and contents on field to identify any gaps in terms of structures, utilities and access; and
- Coordinate with the Agency and advise on the identified gaps to ensure recording of information on the same.

Current service levels shall be captured by the consultant:

- a. Using slum maps, assess by inspection and in consultation with slum dwellers, the quality and levels of service provided.
- b. Provide a map of infrastructure for the whole slum and to generate the indicators

listed below, as well as a summary report indicating service levels within the slum. The summary should supply, **but not be limited to**, the following information:

- ✚ Percentage of road length not covered with pucca drains.
- ✚ Percentage length of roads which are not pucca,
- ✚ Percentage length of roads without street lights,
- ✚ Percentage of households (HHs) not covered with piped water supply,
- ✚ Number of hours of water supply per day – dry and wet seasons,
- ✚ Percentage of HHs not covered with toilets, and
- ✚ Percentage of HHs without solid waste collection.
- ✚ Percentage of HHs without access to health facility (PHC) within half KM distance from the Slum boundary.
- ✚ Percentage HHs without access to primary education facility (primary school) within half KM distance from slum boundary.
- ✚ Access to community halls.

After preparation of physical layout plan of the slum, the development of GIS based slum Map will be taken up, which consists of the following activities for various thematic layers.

- Preparation of GIS enabled map for the slum area depicting foot prints of each house hold with topologically validated spatial data. The ArcGIS10 server software is to be used for analysis and data compilation. (The bidder shall own, or have assured access (through hire, lease, purchase agreement, or other commercial means , or approved subcontracting) to systems including licensed software - **ArcGIS** , in full working condition, and must demonstrate that , based on known commitments, they will be available for timely use in the proposed contract).
- Integration of MIS data on slum profile, urban poverty profile, livelihoods, environmental and social infrastructure, service levels etc., with geo-referenced spatial map in GIS mode.
- All the sectoral components shall be presented in separate thematic overlays.
- The overlays shall include, among others, infrastructure components like roads, drains, sewerage, water supply, street lighting and solid waste management and social infrastructure.
- The consultant would organize and impart training to CORPORATION staff in GIS development and web enabled MIS application and its maintenance.

SECTION 5: FLOW OF WORK (FOW)

The work of slum survey and preparation of Slum Profile, Household Profile and Livelihood Profile will be carried out as under:

- i. The Agency will provide the lists of identified slums to the MC for verification.
- ii. The Agency will digitize the city map showing slum details / boundaries/maps of every Slum cluster city map.
- iii. The Agency shall conduct door to door survey and collect the data for each family living in slum area(s) as per prescribed Performa/format.
- iv. The collected data /information as per standard/prescribed formats shall be got verified from the MC.
- v. The Agency will make data entry at the NBO website all collected information/data after the verification by the MC.
- vi. The Agency shall make proper training arrangements for the staff of MC.
- vii. The Agency shall generate reports/checklists of entered data and supply the same to the MC for its display at appropriate place for inviting objections/claims.
- viii. The Agency will incorporate all the observations/objections to the satisfaction of the MC.
- ix. After the finalization of data, the requisite Slum Profile, Household Profile, and Livelihood Profile will be generated by the Agency in the prescribed performa/formats and submit the draft reports/profiles after entertaining the objections or claims at the MC level and duly recommended by concerned Commissioner, Municipal Corporation
- x. After verification of draft report, the Agency shall prepare and submit consolidated reports/profiles of all the cities complete in all respect strictly as per the guidelines of Ministry of Housing and Urban Poverty Alleviation, Govt. of India, New Delhi.
- xi. All the Infrastructure, Equipments and Stationary and other Consumable etc.so required for successful execution of the works will be arranged and borne by the Agency.
- xii. All the final reports/ profiles/data in prescribed shall be submitted in ten copies (in Hard and soft) shall be submitted to the MC.
- xiii. Any other kind of activity/ies, if required, for the completion of entire process of Slum survey and preparation of Slum, Household and Livelihood Profile shall be carried out by the agencies by utilizing its own resources.

In addition to the above submissions, the agency shall also submit a monthly progress report containing the findings, work completed against targets agreed in the Inception Report, data gaps, and other recommendations.

PERFORMANCE BANK GUARANTEE FORMAT

MUNICIPAL CORPORATION YAMUNANAGAR-JAGADHRI,
NEAR FOUNTAIN CHOWK, YAMUNANAGAR -135001
Tel- 01732-231841, Fax- 01732- 237841
E-Mail : mc.yamunanagar@gmail.com
<http://www>.

This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as

“**The Bank**” which expression shall include their successors, in favour of MUNICIPAL CORPORATION YAMUNANAGAR-JAGADHRI situated at NEAR FOUNTAIN CHOWK, YAMUNANAGAR -135001 (hereinafter referred to as “The MC” which expression shall include their successors).

2. Whereas the MC has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Agency>>having its registered office at <<registered office address>> (India) and place of business at <<business address of Agency>> hereinafter referred to as

“**The Agency**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors in office and assigns) for selection as Agency to conduct Slum Survey.

3. In consideration the MC selecting the Agency as Agency to conduct Slum Survey in Yamunanagar Haryana as per the terms and conditions of the Agreement entered into between the MC and the Agency, we the Bank, hereby irrevocably and unconditionally guarantee to pay the MC on first demand without demur any sum upto Rs. 2 lacs (Rupees Two Lacs only) merely on claim or demand by telex and/ or writing by the MC by reason of breach by the Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

4. We, the Bank, undertake to pay to the MC any money so demanded notwithstanding any dispute(s) raised by the Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The

payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the MC or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the MC and the Agency.

6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the MC under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or upto 24 (twenty-four) months from the date of its execution i.e. upto <<day>> day of <<month>> <<year>>. or the MC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Agency and accordingly discharges this guarantee

7. We, the Bank, further agree with the MC that the MC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the MC against the Agency and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Agency or for any forbearance, act or omission on the part of the MC or any indulgence by the MC to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Agency.

9. NOTWITHSTANDING anything contained herein,

a. Our liability under this Bank Guarantee is restricted to Rs. -----lacs (Rupees ----- Only),

b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the MC serve upon us a written claim or demand on or before dd/.mm./ yyyy.

10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the MC in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2014

BETWEEN:

MUNICIPAL CORPORATION YAMUNANAGAR-JAGADHRI having its office at *NEAR FOUNTAIN CHOWK, YAMUNANAGAR -135001(Haryana)* hereinafter referred to as “**The MC**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<name of selected company>>having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Agency**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

a) The MC is desirous that the Agency should conduct Slum Survey. For the purpose, the MC floated Request for Proposal (RFP No.MC/).

b) The Agency, represented to the MC that it has the required professional skills, and personnel and technical resources, and has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

b) The following documents in relation with Request for Proposal (RFP) issued for selection of Agency shall be deemed to form and be read and construed as part of this Agreement viz:

- i. Invitation for Proposals (IFP)
- ii. Instructions to Bidders (ITB)

iii. General Contract Conditions (GCC)

iv. Scope of Work (SOW)

v. Flow of Work (FOW)

vi. All Annexure, amendments, supplements, corrigendum or clarifications thereto

vii. Notification of Award.

c) The contract shall begin from the date of signing of the contract, as and when the work would be assigned to the Agency.

d) The mutual rights and obligations of the MC and the Agency shall be as set forth in the Contract, in particular:

i. the Agency shall carry out the services in accordance with the provisions of the Contract;

ii. the Agency shall provide professional, objective and impartial advice and at all times hold the MC's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and

iii. the MC 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:

(Name and designation)

Authorized Signatory of the Company

Signed by:

(Name and designation)

Authorized Signatory of the MC

STANDARD FORMAT FOR REQUEST FOR PROPOSAL (RFP)
REQUEST FOR PROPOSAL (RFP)

For

Selection of Consultants for identification of slums, carrying out socio economic survey, Preparation of GIS-enabled slum MIS, Preparation of SFCPOA for slums in Yamuna Nagar in Haryana

1. APPLICANT DETAILS:

(Please attach self attested copy of registration certificate)

Name	
Address	
City/State	
Telephone	
Fax	
e-mail	

2 CONTACT PERSON (for this application) of Applicant Institution

Name	
Designation	
Address	
Telephone	
Fax	
e-mail	

Annexure C:

Format for Financial Proposal

Survey will be conducted strictly as per scope of work mentioned in the document based on the guidelines and the payment will be charged at the rate mentioned below.

S.No.	Discription of work	Unit Price	Rate
1	Slum Survey (Including capture of Survey Photos, Printing of forms, canvassing ,Entry of data on NBO website) for slums	Per House Hold	
2	Preparation of Geo- Referenced Base map for complete city using Cartosat 1/II images. GIS base map with the physical GIS base map layer 2 shall be prepared which contain (a) Key Physical features such as roads ,rivers, railways, water bodies ,important land marks etc (b) land use and land cover	Per Sq. Kms.	
3	Preparing foot- prints of each house holds by using total station and satellite images with verification in ground to slum area only.	For Slum area only, Per sq. Kms	
4	Cost of integrating the said Geo Referenced maps / spatial data in to GIS platform and integrating with slum MIS, to create GIS enabled slum MIS	Per House Hold	

Date:
Place:

(Authorised Signatory)
Signature and stamp