

**Request for Proposal (RFP)**

for

Selection of Agency /Firm/ Institution

for

Conducting GIS based survey of urban homeless population in 259 ULBs in  
the state of Maharashtra

Deen Dayal Antyodaya Yojana

National Urban Livelihood Mission

**(DAY-NULM)**

**Directorate of Municipal Administration**

**Government of Maharashtra**

## **GLOSSARY**

BG	Bank Guarantee
CBO	Community Based Organization
DAY-NULM	Deen Dayal Antyodaya Yojana National Urban Livelihood Mission
DD	Demand Draft
EMD	Earnest Money Deposit
GDP	Gross Domestic Product
GIS	Geographic Information System
GSTIN	Goods and Services Tax Identification Number
MD (DAY-NULM)	Mission Directorate (DAY-NULM)
NSS	National Service Scheme
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDD	Proposal Due Date / Bid Closing Date
QCBS	Quality Cost Based Selection
RFP	Request for Proposal
SMMU	State Mission Management Unit
SUH	Shelter for Urban Homeless
ULB	Urban Local Body

## **Invitation for the Proposal**

“Engagement of Agency/Firm/Institution for conducting GIS based Survey of Urban Homeless Population in 259 Urban Local Bodies in Maharashtra state”

Mission Directorate, DAY-NULM Maharashtra, MD (DAY-NULM), henceforth intends to engage an Agency/Firm/Institution with requisite experience and capabilities for conducting GIS based Survey of Urban Homeless Population in 259 Urban Local Bodies in Maharashtra state.

Accordingly, MD (DAY-NULM) invites Request for Proposal (RFP) from interested Agencies/Firms/Institutions for the same. Entities eligible to bid for the engagement for the ‘GIS based Survey of Urban Homeless Population’ shall be any Registered Company/Firm/Educational Institute/University/Research Institute/Charitable Institute/Cooperative Society.

Interested bidders to download the RFP document from the <https://mahatenders.gov.in> mentioned in the fact sheet. Any subsequent corrigenda/clarifications will be made available on the <https://mahatenders.gov.in> mentioned in the fact sheet.

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

An Agency/Firm/Institution (Agency, henceforth) will be selected under Quality and Cost Based Selection System and procedures is described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend the pre-bid meeting (attending the pre-bid meeting is optional).

Yours Sincerely

Mission Director (DAY-NULM),

SMMU (DAY-NULM) Maharashtra,

Government Transport Service Building,

Sir Pochakhanwala Road, Worli,

Mumbai– 400 030, Maharashtra

Email ID: [pmu.dma@maharashtra.gov.in](mailto:pmu.dma@maharashtra.gov.in)

## I. FACT SHEET

Item	Description
<b>Method of Selection</b>	<p>The method of selection is Quality and Cost Based Selection (QCBS).</p> <p>The weights given to the Technical and Commercial Bids are:</p> <p><b>Technical = 70%</b></p> <p><b>Commercial = 30%</b></p>
<b>Availability of RFP Documents</b>	Download from <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
<b>Date of RFP issuance</b>	14/08/2018
<b>Last date of receipt of queries</b>	21/08/2017
<b>Pre bid meeting (Time, Date, Venue)</b>	<p>21/08/2017 time 11.00 am</p> <p>at</p> <p>DAY-NULM Meeting Room,</p> <p>SMMU (DAY-NULM) Maharashtra,</p> <p>Government Transport Service Building,</p> <p>Sir Pochakhanwala Road, Worli,</p> <p>Mumbai – 400 030</p>
<b>Address and email for submission of written queries for clarifications</b>	<p>DMA PMU</p> <p>SMMU (DAY-NULM) Maharashtra,</p> <p>Government Transport Service Building,</p> <p>Sir Pochakhanwala Road, Worli,</p> <p>Mumbai – 400 030</p>

<b>Last date for receipt of proposals (Containing Cover 1 &amp; 2)</b>	31/08/2018 time 05.00 pm
<b>Date and time of Technical proposal opening</b>	03/09/2018 time 03.00 pm
<b>Date and time of Technical presentation</b>	06/09/2018 time 11.00 am
<b>Date and time of Financial proposal opening</b>	11/09/2018 time 11.00 am
<b>Cost of Bid Document</b>	Rs 3,000/-
<b>Earnest Money deposit value</b>	Rs. 50,000/-
<b>Performance Bank Guarantee value</b>	Performance Bank Guarantee shall be 5 % of the total fees of assignment issued by a Nationalized Bank having a branch in Mumbai
<b>Performance Bank Guarantee validity</b>	90 days beyond Project period
<b>Period for submission of PBG</b>	Within 7 days of receipt of letter of Notification of Award (NoA)
<b>Period for signing contract</b>	Within 15 days from date of receipt of letter of Notification of Award.
<b>Project Period</b>	Within 3 Months from date of signing the contract

<b>Language</b>	Proposals should be submitted in English only
<b>Bid Validity</b>	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the date of opening of the Bid.
<b>Currency</b>	Currency in which the Bidders may quote the price and will receive payment is Indian Rupees (INR) only.
<b>Name and Address for Communication, seeking clarifications &amp; submission of Proposal</b>	PMU DMA, SMMU (DAY-NULM) Maharashtra, Government Transport Service Building, Sir Pochakhanwala Road, Worli, Mumbai– 400 030, Maharashtra Email ID: <a href="mailto:pmu.dma@maharashtra.gov.in">pmu.dma@maharashtra.gov.in</a>

1. The Bidders are invited to submit Technical and Financial proposals as per the given formats in separate sealed covers for required work.
2. The selection would be based on the **Quality and Cost Based Selection (QCBS)** procedure, subject to the Technical Proposal is in substantive compliance with the RFP requirements.
3. The proposal will form part of the contract with the Agency. The Technical Proposal should be submitted along with a refundable EMD of **Rs. 50,000/-** in Online Mode
4. The selected bidder shall provide professional, objective, and impartial advice and at all times hold MD (DAY-NULM)'s interest paramount.

## **II. INTRODUCTION**

### **1. Background**

India, an abode to over 1.3 billion people and one of the fastest growing economies in the world, has witnessed turbo-urbanization in the last couple of decades. Rapid urbanization leads to creation of opportunities across sectors thereby attracting migration of a large section of rural population to cities. This urban migrant population finds employment in informal sector, and contributes to the GDP of the nation. Although the Guidelines have been framed by the Government of India to empower these citizens, a lot needs to be done for implementing these at grass-roots level. The urban migrant population in most cities lives with little or no social security and shelter and are denied of essential services like water, sanitation, healthcare, food and education. Most crucial of these challenges is homelessness.

Deendayal Antyodaya Yojana - National Urban Livelihoods Mission (DAY-NULM) aims at providing permanent shelter equipped with essential services to the urban homeless in a phased manner under the Scheme of Shelter for Urban Homeless (SUH).

### **Definition of Urban Homeless**

Urban Homeless are individuals who do not have a house, either self-owned or rented, but instead live and sleep on pavements, at parks, railway stations, bus stations and places of worship, outside shops and factories, at constructions sites, under bridges, in Hume pipes, on dividers, road junctions and all other similar places under the open sky or places unfit for human habitation. This also includes people who live in temporary structures without walls, under plastic sheets or thatched roofs on pavements, parks or other common places.

It is understood that many occupants of shelters are engaged in work during the nights (e.g. as headloaders), and thus need shelters to sleep in, during the day. Casual workers also often do not get employment on a daily basis, and so they may need shelters during the day and not just at night. Therefore, DAY-NULM envisages providing shelters available to the homeless during the day as well as night.

## **2. Objectives of the SUH component of NULM scheme**

- i. Ensure availability and access of the urban homeless population to permanent shelters including the basic infrastructure facilities like water supply, sanitation, safety and security;
- ii. Cater to the needs of especially vulnerable segments of the urban homeless like the dependent children, aged, disabled, mentally ill and recovering gravely ill, by creating special section within homeless shelters and provisioning special service linkages for them;
- iii. Provide access to various entitlements, viz. social security pensions, PDS, ICDS, identity, financial inclusion, education, affordable housing etc. for homeless populations;
- iv. Formulate structures and framework of engagement for development, management and monitoring of shelters and ensuring basic services to homeless persons, by state and civil society organizations including homeless collectives.

MD (DAY-NULM) is the State Level Nodal Agency for implementing DAY-NULM scheme in the state of Maharashtra. 259 ULBs are covered under the purview of the scheme. MD (DAY-NULM) endeavors to provide shelter with all essential services to the Urban Homeless in these 259 Urban Local Bodies.

## **3. Purpose of the Project**

The purpose of the project is to assess the actual number of homeless, number of shelters required for homeless in each ULB, and for rehabilitation of homeless, it is proposed to conduct a GIS based survey of homeless in the 259 ULBs.

### **i. Objectives of the Survey**

- a. Provide planners and administrators a detailed mapping of concentration areas of homeless population in each ULB;
- b. Establish the demographic profile of homeless populations in the ULB;

- c. Identify official resources such as land and vacant buildings that can be deployed to provide the required infrastructure for shelters in appropriate location in each ULB;
- d. Establish the location and type of shelters needed in each ULB by gauging the specific needs of the target beneficiary base

#### **4. Guiding Principles/ Guidelines**

- i. **Deen Dayal Antyodaya Yojana - National Urban Livelihoods Mission (DAY-NULM)** aims at providing permanent shelter equipped with all essential services to the urban homeless in a phased manner under the Scheme of Shelter for Urban Homeless (SUH).
- ii. **The National Urban Housing & Habitat Policy (NUHHP), 2007** aims at Promoting sustainable development of habitat in the country with a view to ensure equitable supply of land, shelter and services at affordable prices to all sections of the society. However, the most vulnerable of these are the urban homeless.

### III. SCOPE OF WORK

To assess the actual number of homeless, shelters required for Homeless in each Urban Local Body, and for rehabilitation of homeless, it is proposed to conduct a GIS based survey of homeless in 259 Urban Local Bodies in Maharashtra State.

The project duration is three months, thus the selected agency will be required to complete the survey in this period.

During the course of the project, in case additional local bodies are declared as Urban Local Bodies by the Government, the agency will be responsible for conducting the survey for those newly declared ULBs as well. The agency may submit an estimate of supplementary effort and time required (if any) for MD (DAY-NULM)'s approval.

#### 1. Phased Approach and Expected Deliverables

##### Broad Timeline

#	Phase	Maximum Time Duration
1	Planning Phase	1 month
2	i. Field Survey: Mapping and Need Assessment ii. Resource Mapping iii. Reporting and Sharing	2 months
<b>Total</b>		<b>3 months</b>

##### i. Planning Phase

<b>Task 1:</b>	Preparation of Overall Implementation Plan
<b>Task 2:</b>	Developing necessary mobile application software, Web based dashboard and make available required number of Tablets / i-Pads / Smart Phones and other accessories
<b>Task 3:</b>	Preparing surveyor deployment plan for conducting the survey
<b>Task 4:</b>	Development and hosting of web based dashboard by the agency to enable MD (DAY-NULM) to view real time progress of survey and geospatial information on the Map- to be transferred to MD(NULM) at the end of project

<b>Task 5:</b>	List of interview questions to be prepared for guiding the focus group discussions as per the guidelines
<b>Task 6:</b>	Provide required Manpower, constitute survey teams and provide training
<b>Task 7:</b>	<ul style="list-style-type: none"> <li>• Create Awareness of survey: Set up district level helpline for purpose of survey. Prepare collateral- posters, flyers for creating awareness in the ULBs regarding survey being conducted, putting up on the walls at various location in ulb i.e. Railway station, Bus stand, temples etc.</li> <li>• The collateral should be standard material – with minimum customization required at each ULB (contact details/helpline to be provide )- to be approved by MD(DAY-NULM)</li> <li>• Provide Helpline number to citizens – clearly on each poster, flyers.</li> </ul>
<b>Task 8:</b>	<ul style="list-style-type: none"> <li>• Carry out central survey of urban Homeless.</li> </ul>

- Overall Implementation Plan to be submitted by the agency within 7 days of signing of contract
- Each ULB may be divided into smaller, more compact Zones / Ward clusters, in line within the administrative set-up of the ULB
- Teams may be deployed depending on size and population of the Zones / Ward clusters
- Each team may comprise of two surveyors per one lakh population
- Agency may involve volunteers having experience of conducting surveys in similar domain- homeless youth volunteers, students and youth volunteers, if they wish to. However, for MD(DAY-NULM), the Agency will be the only party accountable and responsible for the quality of data and completing assignment within the stipulated timeline
- In addition, a Supervisor should be attached to each district responsible for supervisor the survey in all the ULBs in the respective district
- Additional student volunteers can be added to each team to assist and learn from the process
- Necessary Mobile application software for monitoring to be developed, duly approved by MD (DAY-NULM)
- Standard questionnaire format will be developed for entire state by the agency for collection of information within 7 days of signing of contract; the survey questionnaire will be approved by MD (DAY-NULM) within 7 days of submission. An indicative list of fields that should be captured is provided in Annexure II

- A Quality assessment team for correction of errors on data to be deployed and each filled form through online to be verified

**Plan for survey** of homeless population in each ULB should be prepared in consultation with the Municipal Commissioner/Chief Officer (MC/CO) of the concerned ULB, which includes the following details:

- a. Identification of areas with concentration of homeless based on earlier surveys or any other source of information
- b. Division of ULB into zones/ ward clusters in which data would be collected
- c. Ensure availability of required number of Tablets / i-pads / Smart Phones (2 tablets / i-pads / Smart Phones per team) and other accessories before conducting the survey
- d. Timelines to be fixed within which survey would be completed
- e. List of partners to be finalized who would be assisting in the qualitative as well as quantitative collection of data

Prior to the beginning of survey, the teams should be trained and oriented on:

- a. Purpose of the survey;
- b. Profiles and problems of the homeless;
- c. Participatory research methods;
- d. Data entry of details of homeless through Mobile application using tablets;
- e. Expected outcomes;
- f. Ethical responsibilities;

Orientation material must be provided 5 days prior to starting the survey, as material to be ready before the training sessions. The training should include the district supervisors, surveyors, volunteers, and support team, if any.

## **ii. Field Survey: Mapping and Need Assessment**

**Task 8:** Field Survey with GPS enabled tabs / i-Pads / Smart Phones through mobile application

The field survey will commence only after the trained survey teams are in place. The timings of field survey every day should begin **from 8.00 PM to at least 2.00 AM**, because homeless people can usually be identified and contacted at this time. In addition, to cover homeless persons who work during the night, surveys should also be planned for a couple of days during the daytime, i.e. 10.00 AM to 4.00 PM.

The steps to be followed during the survey

- a. Identifying the areas with concentration of homeless population and number of homeless in each area
- b. Profiling the homeless population in these areas in terms of gender, age, education, occupation, marital status, number of children, history of illness etc., disability (if any)
- c. Identifying the aspirations of the homeless for a shelter and also the deterrents preventing the homeless from using the existing shelters, if any
- d. Broadly identifying the possible buildings and locations where new shelters can be built and duly display on the map by geo tagging them

**Need Assessment** of the homeless persons should be done using Focus Group Discussion (FGD) method so as to elicit the best possible responses from them.

In FGD, questions should be asked based on an indicative list / format focusing on the following core areas;

- a. What is roughly the total population of the homeless cluster including women and children?
- b. What is the predominant age and gender profile of the homeless population in the cluster?
- c. What are the predominant occupations undertaken by this homeless cluster?
- d. Do they have any special needs and challenges, such as disability, leprosy, TB, high drug use etc.?
- e. Have the majority of homeless residents been at this location for more than one year, or less?

- f. Do they have access to any shelter? If so, the experience of using such shelters by the homeless
- g. If the government sets up a shelter for them, would they welcome it; oppose it; or be indifferent? Ask for reasons.
- h. If they were to have a shelter, what would they seek from it in terms of location; facilities; and management?
- i. Are there any resources available in the vicinity where these shelters could be built? The resource could be in the form of land or building.
- j. Is there any NGOs/CBOs working for homeless people?

This information should be recorded and collated by each team. To ensure faster survey results, **data entry should be done in parallel with the survey along with photograph and Geo tagging of each homeless person.**

The following **deliverables** are expected out of this process at this stage:

- a. Map indicating the locations of all scattered as well as clusters of homeless people
- b. Collated survey results
- c. Determination of shelter locations, types, number of shelters required in an area, plus available resources in terms of land and building
- d. Resource mapping questionnaire

### **iii. Resource Mapping**

The next step is to conduct resource mapping exercise. The resources that this phase of the survey seeks to identify in consultation with the MC/CO of concerned ULB are

- a. Existing shelters;
- b. Unutilized or underutilized Government buildings that can be possibly redeployed as shelters after suitable refurbishing;
- c. Vacant lands that are suitable potential sites for new shelter buildings depending on the reservations proposed in Development Plan

At the end of this process, the following **deliverables** are expected:

- a. Field resource mapping survey of all the identified potential buildings and shelter locations
- b. Feasibility report of identified buildings and locations for establishing/upgrading shelters, along with Government agencies after consultation with MC/CO, Town Planning Department, City Survey Department, Taluka Inspector of Land Records (TILR)
- c. Collation of results and submission to MD (DAY-NULM)
- d. Discussions on recommendations to be put forth in the report

#### **iv. Reporting and Sharing**

Once the results of locations are established, the next step is development and finalization of a comprehensive ULB plan for shelters for homeless. This should include sites for shelters, types of shelters, services to be provided to homeless, converging on homeless concentration areas and aspirations with available resources, buildings and land. The plan should be based on the “DAY-NULM Operational Guidelines for Scheme of Shelter for Urban Homeless”. The plan should be prepared in a participatory manner, with the involvement of Municipal Authorities, homeless communities and collectives, schools of social work and architecture, CBOs, NSS and college students etc.

At the end of this stage, the following **deliverables** are expected:

- a. Geo-information Survey and resource mapping report of urban homeless across all the ULBs in scope, analysis and inferences including homeless concentration areas, profiles, needs and aspirations of homeless populations in each concentration area
- b. The report must have the following minimum sections:
  - Location of shelters with geospatial information
  - Types of shelters (working single men; single women and their dependents; special needs shelters such as for drug users, those recovering from grave illnesses, the aged, disabled and infirm)
  - Capacity of each shelter
  - Facilities and Services to be provided at the shelters

- Resource mapping of needs against existing resources
- Submission of the data set for the project
- Analysis report on clustered homeless requirements and suggestions for establishment of Shelters based on the need in area/zone & Municipality

### **Responsibilities of Project Manager to be deployed by Agency**

- a. Single Point of Contact (SPOC) responsible for the project
- b. Ensuring completion of survey within timelines
- c. Responsible for timely updation of real time status on web based dashboard for tracking status at DMA level and by respective COs
- d. Responsible for mobile application development and hosting
- e. Submission of deliverables including questionnaire, report of survey, SECC validation report, resource mapping report
- f. Quality review of data captured by surveyors

### **Responsibilities of District Supervisor(s) to be deployed by Agency**

- a. Single Point of Contact (SPOC) responsible for a district
- b. Conducting training and orientation of surveyors in the district
- c. Ensuring timely completion of survey in ULBs in the district
- d. Performing random quality checks on data captured by surveyors
- e. Updating District Administration Officer (DAO) regarding progress on a regular basis
- f. Validation of data captured against SECC data and reporting gaps, with the help of City Mission Management Unit (CMMU)
- g. Resource mapping for each district in consultation with respective DAO and COs
- h. Submission of final report for respective district

#### **IV. INFORMATION TO THE AGENCY**

The Technical and Financial proposals to be submitted by the Bidders should be firm and valid for a period of 180 days from the last date of submission of the proposal.

Bidders may request clarifications on the RFP document within 7 calendar days from the date of issue of this RFP. Any request for clarification must be sent in writing or by email to DMA PMU.

At any time before the submission of proposals, MD (DAY-NULM) may amend the RFP by issuing an addendum. The addendum shall be a part of the original RFP and shall be uploaded in the <https://mahatenders.gov.in> website.

An authorized representative of the bidders shall sign all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

The Agency / Firm/Institution will submit deploy the actual resources whose CVs are being submitted as part of the proposal.

## 1. Pre-qualification Criteria

#	Pre-qualification Criteria Description	Supporting Document
1.	<p>i. The bidder must be registered Company/ Proprietorship/ Limited Liability Partnership/ Firm/Educational Institute/ University/ Research Institute/ Charitable Institute/ Cooperative Society for a period of not less than 5 years under</p> <p>Indian Companies Act, 2013</p> <p>OR</p> <p>Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>Maharashtra Shops and Establishment Act, 2017</p> <p>OR</p> <p>Shops and Establishment Act in any other state of India</p> <p>OR</p> <p>UGC Rules/ University Act/NAAC accredited</p> <p>OR</p>	<p>Copy of Certification of Incorporation/Registration Certificate</p> <p>OR</p> <p>Copy of Registration under UGC Rules/University Act/NAAC</p> <p>OR</p> <p>Copy of Registration under UGC approved University</p> <p>OR</p> <p>Copy of Registration under Societies Registration Act 1860 and Bombay Public Trust Act 1950</p> <p>OR</p> <p>Copy of Registration under Co-operative Societies Act 1950</p> <p>OR</p> <p>Copy of Registration under Maharashtra Co-Operative Societies Act 1960</p>

#	Pre-qualification Criteria Description	Supporting Document
	<p>UGC approved University/ concerned Government department</p> <p>OR</p> <p>Societies Registration Act 1860 and Bombay Public Trust Act 1950</p> <p>OR</p> <p>Co-operative Societies Act 1950</p> <p>OR</p> <p>Maharashtra Co-Operative Societies Act 1960</p>	
2.	<p>The bidder must not be under a declaration of ineligibility / banned / blacklisted or placed under funding restriction by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.</p>	<ul style="list-style-type: none"> <li>Letter signed by bidder's authorized signatory.</li> </ul>

#	Pre-qualification Criteria Description	Supporting Document
3.	The bidder must have an average annual turnover of minimum INR 30 lakhs in last 3 financial years 2015-16, 2016-17 & 2017-18.	<ul style="list-style-type: none"> <li>• Audited financial statements for the last three financial years 2015-16, 2016-17 &amp; 2017-18</li> <li>• Certificate from the Statutory Auditor on turnover details for last three (3) financial years 2015-16, 2016-17 &amp; 2017-18</li> </ul>
4.	<p>The bidder must have undertaken at least three urban survey projects for Municipal/Government departments in last three financial years. The projects may be completed/ ongoing during this period.</p> <p>The same should be certified by the officer not below the rank of Chief officer/Department Head (Municipal Council/ Municipal Commissioner/ Executive Engineer (in case of other department))</p>	<ul style="list-style-type: none"> <li>• Copy of work order + Completion Certificates from the client wherever applicable</li> </ul>
5.	<p>The bidder must have at least 50 employees on their payroll with the following mandatory requirements:</p> <ul style="list-style-type: none"> <li>• 10+2 (or equivalent) as minimum qualification</li> <li>• At least one year of experience of survey/canvassing schedules</li> <li>• Good communication and survey skills</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate from HR authorized signatory stating total number of surveyors along with qualification, experience.</li> </ul>

Agency may be a sole bidder or Joint Venture or Consortium by composition.

## **2. Preparation of Technical Proposal**

The proposal document may be submitted with each page numbered and an index of pages identifying the information contained. The proposal prepared by the Agency shall be provided in the following Model Response

The technical proposal should explain the followings strictly in the same order:

- a. Cover letter in prescribed format (Form -1)
- b. Name & Introduction of the Agency
- c. Bidder Profile (Form - 2)
- d. Executive summary of the proposal (1 - 2 pages maximum)
- e. Profile and background of the Agency explaining its previous experience, expertise in general, previous achievements, human resource and other technical expertise that makes your Agency most competent to participate in the RFP process (2 pages maximum)
- f. The detail of the similar experience in other Government Projects (2 - 3 pages maximum)
- g. Financial Standing / Annual Turnover and last 3 years turnover details (Form 4)
- h. EMD/ Tender Fee Details
- i. Clear plan & methodology for taking up the survey (1 - 2 pages maximum)
- j. Work plan highlighting details of the staff deployed for managing work

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

### **3. Financial Proposal**

The financial proposals shall contain proposed pricing for the 259 ULBs. It is the responsibility of the Agency to find out the area of each town and probable time to take up survey, approximation of homeless in each municipality, mobilizing man power as mentioned in this RFP in each municipality and other required costing analysis completely before quoting the price. The list of ULBs is enclosed in Annexure – I.

- a. Covering letter in prescribed format
- b. Financial proposal should clearly mention the total cost for executing the project excluding GST
- c. In case a proposal is submitted with an adjustable price, quotation will be treated as non-responsive and will be rejected. During the course of the project, in case additional local bodies are declared as Urban Local Bodies by the Government, the agency will be responsible for conducting the survey for those newly declared ULBs as well. The agency may submit an estimate of supplementary effort and time required (if any) for MD (DAY-NULM)'s approval.
- d. The Proposal may however contain discounts, if any, offered by the Agency
- e. All prices and other information like discount etc. having bearing on the price shall be written both in figures and words in the offer form. If there is discrepancy between the price/ information quoted in words and figures, the price/ information in words would be treated as final.
- f. Price quotes shall include any necessary service to be provided by the selected proposer (even if such services are not expressly enumerated) in order to ensure a satisfactory fulfilment of the contract, as well as any other expenses incurred by the selected proposer, e.g. travel, equipment, accommodation, daily subsistence, telecommunication, postal charges, contingencies, etc.
- g. In no case may the selected proposer invoke a hiatus or an oversight in the description of the work components in the proposal documents or claim inadequate explanations for seeking any price increase or any release from contractual liabilities.

## V. BID EVALUATION METHODOLOGY

Evaluation of the Technical and financial proposals will be based on **Quality cum Cost Based Selection (QCBS)** mode.

### 1. Technical Evaluation

The technical proposal shall be evaluated in two phases:

- a. In the first phase, the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned above.
- b. In the second phase, the shortlisted agency will be invited for presentation in MD (DAY-NULM) office.

#### Technical Evaluation Criteria

#	Evaluation Criteria	Maximum Marks
1.	Agency profile	5
2.	Proposed Approach, Methodology and Work Plan	20
3.	Number of urban survey projects completed/ongoing (on schedule) in at least three Municipal/Government departments in India (last three financial years)  • = 3 projects: 8 marks • >=4 projects: 2 marks for each project	15
4.	Number of projects in urban issues, municipal functionary, Management of Homeless Shelters for Urban Homeless in last 5 years (projects other than the ones fulfilling criteria 3)  • = 3 projects: 5 marks • 5 projects: 10 marks • >= 7 projects: 15 marks	15

#	Evaluation Criteria	Maximum Marks
4.	Experience in state of Maharashtra	5
Total		60

## 2. Evaluation as per Quality and Cost Basis Selection (QCBS)

Threshold for short listing agencies for technical evaluation will be 70% of 60 marks (forty two marks). The technical evaluation carried out by MD (DAY-NULM) shall be final in all aspects. The financial proposals of only technically shortlisted consultants will be opened and will be ranked in terms of their total evaluated cost.

### ***Technical Points***

Technical Points will be awarded to the bidder based on their technical evaluation score. Technical Points will be evaluated as below:

If technical score scored by A, B & C is 32, 50 & 45 respectively, the Technical Points scored by A, B & C will be 53.33, 83.33 & 75 respectively.

Agency	Technical Score	Technical Points
A	32	53.33
B	50	83.33
C	45	75

### ***Financial Points***

In case of financial bid, agency with lowest fee/price will be given 100 as Price Point and Price Points of other two bidders will be calculated with formula as below:

Lowest Price/Individual Price X 100. If price quoted by B is 90 (lowest one) and price quoted by A and C are 120 and 96 respectively, then Price Point of B = 100

and Price Point of A =  $90/120 \times 100 = 75$  and price point of C =  $90/96 \times 100 = 93.75$ .

Agency	Financial Quote/Price	Financial Points
A	120	75
B	90	100
C	96	93.75

### **Total Points**

For evaluating the Total Points, quality and cost basis selection shall be applied with below mentioned weights

Parameters	Weight
Technical Points	70%
Financial Points	30%
Total	100%

The Total Points shall be calculated using the formula as (Technical Point x 0.70 + Price Point x 0.30) The Proposals/Bids securing the highest Total Points in the above evaluation will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. Illustration of the same is as below

Agency	Technical Points (T)	Financial Points (F)	Total Points (0.7T+0.3F)	Ranking
A	53.33	75	59.83	H3
B	83.33	100	88.33	H1
C	75	93.75	80.63	H2

The agency with the Highest ranking (H1) shall be recommended for project. In scenario of a tie in Total Points, agency with higher Technical Points will be ranked higher.

The selected agency shall sign a contract with MD (DAY-NULM), incorporating RFP terms, delivery mechanism and penalties for default. The incidental expenses of execution of agreement shall be borne by the selected agency. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the MD (DAY-NULM).

## VI. PAYMENT TERMS

S.No.	Payment Milestone	Timeline (from signing of contract)	Payment (% of Contract Value)
1	Approval of mobile application, real time web based dashboard, hosting of web based dashboard on agency's server and setting up of district level helpline.	1 month	10%
2.	Acceptance of Geo-Information Survey and Resource Mapping Report of urban homeless in 150 ULBs including all Municipal Corporations	2 months	20%
3.	Acceptance of Geo-Information Survey and Resource Mapping Report of urban homeless across all 259 ULBs	3 months	70%
Total			100%

### Notes:

- a) The fees are inclusive of GST, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes / levies, the actual taxes / levies on the date of billing would prevail.
- b) It shall be the responsibility of Agency to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Agency shall also provide MD (DAY-NULM) such information, as it may be required in regard to Agency's details of payment made by MD (DAY-NULM) under the Contract for proper assessment of taxes and duties. The amount of tax withheld by MD (DAY-NULM) shall at all times be in

accordance with Indian Tax Law and MD (DAY-NULM) shall promptly furnish to Agency original certificates for tax deduction at source and paid to the Tax Authorities.

- c) All charges levied by any Government / Semi Government / Recognized Agency/Local Planning Authorities, etc. for submission of plans, NOC etc. which pertain to the owners obligations as per law/rules shall be paid by MD (DAY-NULM).
- d) MD(DAY-NULM) may require Agency to travel outside project site to discharge his duties as per the scope of work enumerated herein on earlier pages without any extra charge of fees
- e) Payment will be released to Agency within 30 days of submission of invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of MD (DAY-NULM).
- f) MD (DAY-NULM) shall be entitled to deduct 1% of the project value (per month of delay) from the Performance Bank Guarantee as penalty in case of delay in submitting the deliverable as per payment milestone mentioned in table above
- g) MD (DAY-NULM) shall be entitled to delay or withhold the payment of any invoice or part of it submitted by Agency where MD (DAY-NULM) disputes such invoice or part of it. The disputed amount shall be settled as provided under “Resolution of Dispute”.
- h) The Agency shall provide and maintain, at their cost, own vehicles required for use in connection with the assignment
- i) For Survey instruments, tools and applications, the Agency shall make its own arrangements
- j) The Agency shall submit the website and mobile interface for enabling MD (DAY-NULM) to track on real time basis, the progress of survey and details of surveyors deployed in each of the ULBs.
- k) It is hereby agreed and declared that the agency shall take a maximum of three months from the date of signing of contract for executing the assignment.

## **VII. NO COMMITMENT**

This RFP does not commit MD (DAY-NULM) to award contract or to pay any costs incurred in the preparations or submission of proposals, or costs incurred in making necessary studies for the preparation thereof or to procure or contract for services or supplies. MD (DAY-NULM) reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the bidders or other firms in any manner deemed to be in the best interest of the MD (DAY-NULM).

MD (DAY-NULM) reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the development, delivery, deployment process, including during negotiations with bidders; and reject proposal of any bidder that has previously failed to perform properly or in a timely manner contracts of a similar nature, or of a bidder that, in the opinion of MD (DAY-NULM), is not in a position or is not sufficiently qualified to perform the contract.

This RFP contains no contractual proposal of any kind; any proposal submitted will be regarded as a proposal by the bidder and not as an acceptance by the bidder of any proposal by the MD (DAY-NULM). No contractual relationship will exist except pursuant to a written contract document signed by MD (DAY-NULM) and by the selected agency.

## **VIII. SIGNING OF CONTRACT**

The selected agency will have to sign a Contract on non-judicial stamp paper of adequate denomination with MD (DAY-NULM) within 7 days from Issuance of Letter of Award.

## **IX. DEFAULT OF SERVICE**

Deviation and/ or Refusal and/ or non-Performance towards any of the obligations described in the Scope of Services, MD (DAY-NULM) would reserve the right to penalize the selected agency and would also have the right to terminate the contract with the selected agency.

## **X. VALIDITY OF BID**

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

## **XI. RIGHT TO REJECT ANY OR ALL PROPOSALS**

Notwithstanding anything contained in this invitation document, MD (DAY-NULM) reserves the right to accept or reject any proposal and to annul this selection process and reject all proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

MD (DAY-NULM) also reserves the right to reject any proposal if:

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

## **XII. LATE SUBMISSION**

Proposal received after the deadline for submission prescribed by MD (DAY-NULM) will not be entertained and be rejected.

## **XIII. MODIFICATIONS OF PROPOSALS**

No modifications to the Proposals shall be allowed once it is received by MD (DAY-NULM).

## **XIV. FRAUD AND CORRUPT PRACTICES**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MD (DAY-NULM) may reject a bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

The following terms shall have the meaning hereinafter respectively assigned to them:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process
- b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MD (DAY-NULM) with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

## **XV. ACKNOWLEDGEMENT BY THE BIDDER**

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

- a. made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism;
- b. received all relevant information requested from MD (DAY-NULM);
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of MD (DAY-NULM);
- d. satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e. acknowledged that it does not have a conflict of interest with any other Agencies; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof

## **XVI. FORFEITURE OF BID SECURITY**

Bid security amount will be forfeited if the bidder withdraws bid before bid validity period or withdraws from the contract signing process after submitting his willingness to work at the lowest rates (Frozen Rates).

The bid security amount will be returned to all bidders (including successful bidder) after signing of contract with the successful bidder.

## **XVII. RESOLUTION OF DISPUTES**

MD (DAY-NULM)/ULB and Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this Contract and modifications therein. If after 7 days from the commencement of such informal negotiations, MD (DAY-NULM)/ULB and the Agency are unable to resolve amicably such dispute, the matter will be referred to MD (DAY-NULM) and his / her opinion shall be taken. MD (DAY-NULM) will hear the matter out and provide a reasoned order.

If the Agency doesn't agree with the opinion of MD (DAY-NULM), matter shall be referred to Principal Secretary, Urban Development, state of Maharashtra, PS (UDD-2).

If the agency doesn't agree with the opinion of PS, UDD-2, matter will be referred to two Arbitrators: one Arbitrator to be nominated by MD (DAY-NULM) and the other one to be nominated by the agency. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Mumbai. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive even after termination of this Agreement.

#### **XVIII. RIGHT TO TERMINATE**

MD (DAY-NULM) reserves the right to terminate the contract by providing a written notice of 10 days stating the reason for proposed termination of the engagement either in whole or in part.

Prior to providing a notice of termination to the agency, MD (DAY-NULM) shall provide the agency with a written notice of 10 days instructing the agency to cure any breach/ default of the Contract, if MD (DAY-NULM) is of the view that the breach may be rectified.

On failure of the agency to rectify such breach within 10 days, MD (DAY-NULM) may terminate the contract by providing a written notice of 7 days 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 MD (DAY-NULM). In such event the agency shall be liable for penalty/liquidated damages imposed by MD (DAY-NULM).

## **XIX. LOCAL CONDITIONS**

- a. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and / or the cost.
- b. The Bidders are expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidders own cost.
- c. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidders from performing any work in accordance with the Tender documents.
- d. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. MD (DAY-NULM) shall not entertain any request for clarification from the Bidders regarding such conditions.
- e. It is the responsibility of the Bidders that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by MD (DAY-NULM) and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the MD (DAY-NULM) on account of failure of the Bidders to appraise themselves of local laws and site conditions

## **XX. RIGHT TO VARY SCOPE OF CONTRACT**

- a. MD (DAY-NULM) may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.
- b. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within seven (7) days from the date of the bidder's receipt of the MD (DAY-NULM)'s changed order. MD (DAY-NULM) will evaluate the claim for adjustment and its decision will be final and binding for any such claim.

## **XXI. ENQUIRIES & CLARIFICATIONS**

Enquiries, if any, shall be addressed to:

DMA PMU

SMMU (DAY-NULM) Maharashtra,

Government Transport Service Building,

Sir Pochakhanwala Road, Worli,

Mumbai– 400 030, Maharashtra

Email ID: [pmu.dma@maharashtra.gov.in](mailto:pmu.dma@maharashtra.gov.in)

All clarifications that are received on or before the date mentioned in Section I. FACT SHEET will be addressed by MD (DAY-NULM) in Pre-bid Meeting. Only in case of clarifications and suggestions that are considered positively requiring modifications to RFP, response will be communicated to all the Bidders who are present for the

pre-bid meeting and entered their contact details in the 'Attendance Sheet for Pre-Bid Meeting'. No communications or reply will be sent to the concerned or all Bidders in case of repetition of clarifications.

## FORM-1

### FORMAT OF THE COVERING LETTER

(The Covering Letter is to be submitted by the Bidder in Cover-1 of the Bid - Printed on their respective Letter Heads)

Date:

Place:

To

Mission Director (DAY-NULM),

SMMU (DAY-NULM) Maharashtra,

Government Transport Service Building,

Sir Pochakhanwala Road, Worli,

Mumbai– 400 030, Maharashtra

Dear Sir/Madam,

**Sub: Selection of agency for “GIS based survey of urban homeless population in Maharashtra”**

Please find enclosed one (1) Original + one (1) Copy of our Bid in respect of the selection for implementing the **“GIS based survey of urban homeless population in Maharashtra”** in response to the Request for Proposal (RFP) Document issued by MD (DAY-NULM), Govt. of Maharashtra , dated\_\_\_\_\_.

We hereby confirm that:

1. The Bid is being submitted by \_\_\_\_\_ (name of the Agency / Firm/Institution) who is the Bidder, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MD (DAY-NULM) and in any subsequent communication sent by MD (DAY-NULM). We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MD (DAY-NULM).
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We acknowledge that MD (DAY-NULM) will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of Bidder for the aforesaid programme, and we certify that all information provided in the Application and in Forms 1 to 6 is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. We acknowledge the right of MD (DAY-NULM) to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We satisfy the legal requirements and meet all the eligibility criteria laid down in the RFP. We certify that we have not been blacklisted by any public authority for breach on our part
6. This bid is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
7. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause XVI of the RFP document,

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document

**For and on behalf of:**

**(Company Seal)**

**Signature** :

**Name** :

**Designation** :

(Authorized Representative and Signatory)

**FORM-2**

**DÉTAILS OF THE AGENCY**

Agency Name	
Date of Inception	
Type of legal entity (Proprietor, Partnership, Pvt Ltd, Society etc.)	
Name of Registering Authority	
Registration Number	
Whether any Legal/Arbitration /proceeding is instituted against or the Agency has lodged any claim in connection with works carried out by us	
Corporate Office Address	
Name of the top executive with designation	
*Certifications	
*Awards & Recognitions:	
Telephone Number(s)	
E-mail Address	
GSTIN	
PAN	

**For and on behalf of:**

**(Company Seal)**

**Signature** :

**Name** :

**Designation** :

(Authorized Representative and Signatory)

**FORM-3**

**LEGAL CONSTITUTION & NUMBER OF YEARS OF EXISTENCE**

Legal Constitution of Agency (Firm / Educational Institute/University/Research Institute/Charitable Institute/Co-operative Society)  (Eligibility Criteria)  (Private Limited / Proprietorship etc.)
1. Status / Constitution of the Agency: 2. Name of Registering Authority: 3. Registration No.: 4. Date of Registration: 5. Place of Registration:

**For and on behalf of:**

**(Company Seal)**

**Signature** :

**Name** :

**Designation** :

**(Authorized Representative and Signatory)**

**Note: Please provide copy of the registration certificate from the appropriate Registering Authority as given below:**

<b>Entity</b> (In case the agency is a Proprietorship/ Partnership Firm)	<b>Supporting Documents Required</b>
Proprietorship Firm	<ul style="list-style-type: none"> <li>• Certificate of Proprietorship duly certified by a Chartered Accountant</li> <li>• Copy of trade license /GST registration / IT registration</li> </ul>
Private Limited Company	<ul style="list-style-type: none"> <li>• Registration Certificate</li> <li>• Articles of Association</li> <li>• Memorandum of Association</li> </ul>

## FORM-4

### FINANCIAL STANDING - ANNUAL TURNOVER

Certificate from the Statutory Auditor regarding Annual Turnover of the Bidder in Financial Years 2015-16, 2016-17 & 2017-18.

Based on its books of accounts and other published information authenticated by it, this is to certify that \_\_\_\_\_ (name of the Agency / Firm) had, over the last three Financial Years, an **Average** annual Total Turnover of Rs. \_\_\_\_\_ Lakhs, as per year-wise details noted below:

Financial Year ending 31 <sup>st</sup> March	Total Turnover (in Rs lakhs)
2015-16	
2016-17	
2017-18	

**Name of the audit firm/ Chartered Accountant:**

**Seal of the audit firm:**

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

**Date:**

**Note:**

Please provide certified copies of Audited Financial Statements of the firm for the immediately preceding three financial years i.e. 2015-16, 2016-17, 2017-18.

**FORM -5**

**FINANCIAL PROPOSAL SUBMISSION LETTER**

(The Covering Letter is to be submitted by the Bidder in Cover-2 of the Bid - Printed on their respective Letter Heads)

[Location, Date]

To: [Name and address of employer]

Dear Sir,

We, the undersigned, offer to provide the GIS based Survey of Homeless in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures). This amount is exclusive of GST and is subject to deduction of income tax at source. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

**For and on behalf of:**

**(Company Seal)**

**Signature** :

**Name** :

**Designation** :

(Authorized Representative and Signatory)

**FORM -6**

**FINANCIAL PROPOSAL FORM**

(To be placed in Cover-2 along with the covering letter of Financial Proposal)

Cost for conducting GIS based survey for urban homeless in 259 ULBs of Maharashtra state  
(excluding GST)\*= Rs.....

**For and on behalf of:**

**(Company Seal)**

**Signature** :

**Name** :

**Designation** :

(Authorized Representative and Signatory)

**ANNEXURE-I****LIST OF ULBs**

#.	Division	District	ULB Name	
1	<b>Kokan</b>	Mumbai	Greater Mumbai	
2		Palghar	Dahanu	
3			Jawhar	
4			Palghar	
5			VASAI VIRAR	
6			Raigad	Alibag
7		Karjat		
8		Khopoli		
9		Mahad		
10		Matheran		
11		Murud		
12		Panvel		
13		Pen		
14		Roha		
15		Shrivardhan		
16		Uran		
17		Ratnagiri		Chiplun
18				Dapoli
19			Devrukh	
20			Guhagar	
21			Khed	
22			Lanja	
23			Rajapur	
24		Ratnagiri		
25		Sindhudurg	Kankavli	
26			Malwan	
27			Sawantwadi	
28			Vengurla	
29		Thane	Ambernath	

30			BADLAPUR	
31			Bhiwandi	
32			Kalyan	
33			Mira-Bhayandar	
34			Navi Mumbai	
35			Thane	
36			Ulhasnagar	
37	<b>Pune</b>	<b>Pune</b>	Alandi	
38			Baramati	
39			Bhor	
40			Daund	
41			Indapur	
42			Jejuri	
43			Junnar	
44			Lonavala	
45			Pimpri-Chinchwad	
46			PUNE	
47			Sasvad	
48			Shirur	
49			Talegaon Dabhade	
50			<b>Sangali</b>	Ashta
51				Islampur
52				Jat
53				Khanapur (Vita)
54				Sangli Miraj Kupwad
55				Tasgaon
56		<b>Satara</b>		Karad
57			Mahabaleshwar	
58			Malkapur	
59			Mhaswad	
60			Panchgani	
61			Phaltan	
62			Rahimatpur	
63		Satara		

64			Wai	
65		Solapur	Akkalkot	
66			Barshi	
67			Dudhani	
68			Karmala	
69			Kurduvadi	
70			Maindargi	
71			Mangalvedhe	
72			Pandharpur	
73			Sangole	
74			SOLAPUR	
75			Kolhapur	Gadhinglaj
76				Ichalkaranji
77				Jaysingpur
78				Kagal
79		Kolhapur		
80		Kurundvad		
81		Malkapur		
82		Murgud		
83		Panhala		
84		Vadgaon Kasba		
85	Nashik	Nandurbar	Nandurbar	
86			Nawapur	
87			Shahade	
88			Talode	
89		Nashik	Bhagur	
90			Igatpuri	
91			Malegaon	
92			Manmad	
93			Nandgaon	
94			Nashik	
95			Satana	
96			Sinnar	
97			Trimbak	

98			Yevla
99		Ahmadnagar	Ahmadnagar
100			Deolali Pravara
101			Kopargaon
102			Pathardi
103			Rahta
104			Rahuri
105			Sangamner
106			Shirdi
107			Shrigonda
108			Shrirampur
109			Jalgaon
110		Bhadgaon	
111		Bhusawal	
112		Chalisgaon	
113		Chopda	
114		Dharangaon	
115		Erandol	
116		Faizpur	
117		Jalgaon	
118		Jamner	
119		Pachora	
120		Parola	
121		Raver	
122		Savda	
123		Yawal	
124		Dhule	Dhule
125			Dondaicha Warwade
126			Shirpur
127			Sindkhede
128	Aurangabad	Aurangabad	Aurangabad
129			Gangapur
130			Kannad
131			Khuldabad

132		Paithan
133		Sillod
134		Vaijapur
135	Beed	Ambejogai
136		BEED
137		Dharur
138		Georai
139		Kaij
140		Manjlegaon
141		Parli
142		Hingoli
143	Hingoli	
144	Kalamnuri	
145	Jalna	Ambad
146		Bhokardan
147		Jalna
148		Partur
149	Latur	Ahmadpur
150		Ausa
151		Latur
152		Nilanga
153		Udgir
154	Nanded	Ardhapur
155		Bhokar
156		Biloli
157		Deglur
158		Dharmabad
159		Hadgaon
160		Kandhar
161		Kinwat
162		Kundalwadi
163		Loha
164		Mahoor
165		Mudkhed

166			Mukhed	
167			Nanded	
168			Umri	
169		Osmanabad	Bhum	
170			Kalamb	
171			Murum	
172			Naldurg	
173			Osmanabad	
174			Paranda	
175			Tuljapur	
176			Umarga	
177			Parbhani	Gangakhed
178				Jintur
179		Manwath		
180		Parbhani		
181		Pathri		
182		Purna		
183		Sailu		
184		Sonpeth		
185	<b>Amravati</b>	Akola	Akola	
186			Akot	
187			Balapur	
188			Murtijapur	
189			Patur	
190			Telhara	
191		Amravati	Achalpur	
192			Amravati	
193			Anjangaon Surji	
194			Chandur Railway	
195			Chandurbazar	
196			Chikhaldara	
197			Daryapur	
198			Dhamangaon Railway	
199			Morshi	

200		Shendurjana	
201		Warud	
202	Buldana	BULDHANA	
203		Chikhli	
204		Deolgaon Raja	
205		Jalgaon (Jamod)	
206		Khamgaon	
207		Lonar	
208		Malkapur	
209		Mehkar	
210		Nandura	
211		Shegaon	
212		Sindkhed Raja	
213		Washim	Karanja
214	Mangrulpir		
215	Risod		
216	Washim		
217	Yavatmal	Arni	
218		Darwha	
219		Digras	
220		Ghatanji	
221		Ner	
222		Pandharkaoda	
223		Pusad	
224		Umarkhed	
225		Wani	
226		Yavatmal	
227	Bhandara	Bhandara	
228		Pauni	
229		Tumsar	
230	Nagpur	Chandrapur	Ballarpur
231			Bhadravati
232			Brahmapuri
233			Chandrapur

234		Mul
235		Rajura
236		Warora
237	Gadchiroli	Desaiganj
238		Gadchiroli
239	Gondia	Gondiya
240		Tirora
241	Nagpur	Kalameshwar
242		Kamptee
243		Katol
244		Khapa
245		Mahadulla
246		Mauda
247		Mohpa
248		Mowad
249		NAGPUR
250		Narkhed
251		Ramtek
252		Savner
253		Umred
254		Wardha
255	Deoli	
256	Hinganghat	
257	Pulgaon	
258	Sindi	
259	Wardha	

## ANNEXURE-II

Indicative List of Data Fields to be captured as part of GIS Survey of Urban Homeless

#	Attribute
1	<b>Geo-tagged Photograph</b>
1	<b>Demographics</b> <ul style="list-style-type: none"><li>i. Name</li><li>ii. Gender</li><li>iii. Mobile Number</li><li>iv. Father's/Husband's Name</li><li>v. Marital Status</li><li>vi. DoB</li><li>vii. Religion, Caste</li><li>viii. Level of Education</li><li>ix. Disability, if any (and type)</li><li>x. Mother Tongue</li><li>xi. Languages</li></ul>
2	<b>Residence Details</b> <ul style="list-style-type: none"><li>i. Landmark</li><li>ii. Migration history for last 5 years</li></ul>
3	<b>Entitlements</b> <ul style="list-style-type: none"><li>i. Voter ID</li><li>ii. Aadhaar</li><li>iii. Food Security Card/Ration Card</li><li>iv. Bank Account</li><li>v. PAN</li></ul>
4	<b>Occupation</b>
5	<b>Health</b> <ul style="list-style-type: none"><li>i. Any medical surgery in past one year</li><li>ii. Any other health related issues</li></ul>

**ANNEXURE-III**

**Indicative Contract**

**Contract for Engagement of Agency / Firm for conducting GIS based survey of urban homeless population in 259 ULBs in the state of Maharashtra**

This **Contract** is made at \_\_\_\_\_, Maharashtra, on this \_\_\_\_ day of \_\_\_\_\_, 2018,

**BETWEEN**

**Mission Directorate, DAY-NULM Maharashtra, Mumbai**, hereinafter referred to as “**MD (DAY-NULM)**” (*which expression unless repugnant to the context therein shall include its administrator and permitted assignees*) of the **FIRST PART**;

**AND**

-----, a company registered under -----, having its registered office at -----, hereinafter referred to as “**Agency**”, (*which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees*), of the **SECOND PART**.

Whereas MD (DAY-NULM) intends to engage Agency for conducting GIS based survey of urban homeless population in 259 ULBs in the state of Maharashtra (hereinafter referred to as the “**Agency for conducting GIS based survey of urban homeless in the state of Maharashtra**”);

And whereas MD (DAY-NULM) issued tender Notice No. P.R - .. dated ..... for selection of Agency;

And whereas Agency had submitted proposal to MD (DAY-NULM) for undertaking the role of Agency for conducting GIS based survey of urban homeless population in 259 ULBs in the state of Maharashtra.

And whereas Agency has been selected as Agency for conducting GIS based survey of urban homeless population in 259 ULBs in the state of Maharashtra by MD (DAY-NULM) vide office order No. ----- Dated----- 2018;

And whereas MD (DAY-NULM) and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intend to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

#### 1. Definitions

In this Contract, the following terms shall be interpreted as indicated, -

- (a) "MD (DAY-NULM)" means Mission Directorate, DAY-NULM Maharashtra
- (b) "Contract" means this Agreement entered into between MD (DAY-NULM) and Agency including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Agency" means M/s. -----; and
- (d) "Tender" means the Tender Published by MD (DAY-NULM) (Ref. No. P.R - .... dated .....)
- (e) "Deliverable" means any action / output generated by the Agency while discharging their contractual obligations. This would include feeds, analytics, information and all the other services rendered as per the scope of work and as per the SLAs defined by the contract

(f) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by Agency or MD (DAY-NULM) for the survey in 259 ULBs of Maharashtra.

## 2. Interpretation

The documents forming part of this Contract are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Contract, in the event of a conflict between various documents; the documents shall have priority in the following order:

- i) The RFP document;
- ii) Scope of Services for the Agency (Section III of the RFP document);
- iii) This Contract;

## 3. Term of the Contract and Commencement of Services

This Agreement shall be effective from ....., the date of commencement of services by the Agency under this Agreement (the "Effective Date") and unless terminated earlier, shall continue in force and effect for a period of **3 months** from the Effective Date (the "Term"). The Term may be extended in case MD (DAY-NULM) feels that it is really required.

## 4. Standard of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful advisor

to MD (DAY-NULM), and shall at all times support and safeguard MD (DAY-NULM)'s legitimate interests in any dealings with or Third Parties.

## 5. Payment Terms

<b>S.No.</b>	<b>Payment Milestone</b>	<b>Timeline (from signing of contract)</b>	<b>Payment (% of Contract Value)</b>
1	Approval of mobile application, real time web based dashboard and hosting of web based dashboard on agency's server	<b>1 month</b>	<b>10%</b>
2.	Acceptance of Geo-Information Survey and Resource Mapping Report of urban homeless in 150 ULBs including all Municipal Corporations	<b>2 months</b>	<b>20%</b>
3.	Acceptance of Geo-Information Survey and Resource Mapping Report of urban homeless across all 259 ULBs	<b>3 months</b>	<b>70%</b>
<b>Total</b>			<b>100%</b>

### Notes:

- a) The fees are inclusive of GST, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes / levies, the actual taxes / levies on the date of billing would prevail.
- b) It shall be the responsibility of Agency to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Agency shall also provide MD (DAY-NULM) such information, as it may be required in regard to Agency's details of payment made by MD (DAY-NULM) under the Contract for proper assessment of taxes and duties. The amount of tax withheld by MD (DAY-NULM) shall at all times be in accordance with Indian Tax Law and MD (DAY-NULM) shall promptly furnish to Agency original certificates for tax deduction at source and paid to the Tax Authorities.
- c) All charges levied by any Government / Semi Government / Recognized Agency/Local Planning Authorities, etc. for submission of plans, NOC etc.

which pertain to the owners obligations as per law/rules shall be paid by MD (DAY-NULM).

- d) MD (DAY-NULM) may require Agency to travel outside project site to discharge his duties as per the scope of work enumerated herein on earlier pages without any extra charge of fees
- e) Payment will be released to Agency within 30 days of submission of invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of MD (DAY-NULM).
- f) MD (DAY-NULM) shall be entitled to deduct 1% of the project value from the Performance Bank Guarantee as penalty in case of delay in submitting the deliverable as per payment milestone mentioned in table above.
- g) MD (DAY-NULM) shall be entitled to delay or withhold the payment of any invoice or part of it submitted by Agency where MD (DAY-NULM) disputes such invoice or part of it. The disputed amount shall be settled as provided under “Resolution of Dispute”.
- h) The Agency shall provide and maintain, at their cost, own vehicles required for use in connection with the assignment
- i) For Survey instruments, tools and applications, the Agency shall make its own arrangements
- j) The Agency shall submit the website and mobile interface for enabling MD (DAY-NULM) to track on real time basis, the progress of survey and details of surveyors deployed in each of the ULBs.
- k) It is hereby agreed and declared that the agency shall take a maximum **of three months** from the date of signing of contract for executing the assignment.

#### 6. Insurance to be taken out by Agency

The Agency (i.) shall take out and maintain insurance coverage against any risk as per the extant law applicable to the Agency and (ii) at MD (DAY-NULM)’s request, shall provide evidence to MD (DAY-NULM) showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

## 7. Scope Extension

MD (DAY-NULM) reserves right to extend the scope of services in addition to the scope of work listed in Section III of the RFP. MD (DAY-NULM) may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within seven (7) days from the date of the bidder's receipt of the MD (DAY-NULM)'s changed order. MD (DAY-NULM) will evaluate the claim for adjustment and its decision will be final and binding for any such claim.

## 8. Work Completion Timelines

Immediately on award of project by MD (DAY-NULM), the Agency shall draw up a time schedule (indicating the time period of each stage) for completion of project included in the agreement maximum of three months from the date of signing of contract and will obtain the approval of the same from MD (DAY-NULM). This time schedule shall be strictly adhered by the Agency.

## 9. Execution of the Project

- a) The Agency hereby undertakes the direct Technical Supervision from time to time and for the purpose of such supervision the Agency agrees to engage and retain for the purpose at his cost a minimum competent manager level staff. The number of surveyors deployed on the assignment may be increased/decreased in case the timelines demand so after such above referred mutually agreed conditions between MD (DAY-NULM) and the Agency.

- b) Agency shall develop and get approval on monitoring and reporting framework for executing the assignment.
- c) Agency senior staff should also make field visits personally from time to time and at least once in a month for ascertaining that the work is being carried out satisfactorily and also for studying problems on the spot and giving necessary clarification. The supervisory staff referred to above, shall be employed and paid by the Agency. Their appointment, dismissal, retrenchment and conditions of services and the rate of remuneration will be determined by Agency and shall be at their entire discretion and said staff shall at all time work under the orders and control solely of the Agency.
- d) MD (DAY-NULM) shall, however, have the right to direct the Agency, without assigning any reasons, to remove any staff, which is considered by MD (DAY-NULM) as undesirable.
- e) The Agency agrees that they will be fully responsible in their capacity as selected Agency under this project for the quality and correctness of all the work executed by the surveyors, taking responsibility of data provided. For confirmation of the work and the execution as entrusted to the Agency to approve work plan, survey questionnaire and specifications and conditions of contract applicable to the work.
- f) Any approval/concurrence by the MD (DAY-NULM) to Agency's instructions shall in no way relieve the Agency from the obligation to ensure sound methodologies being followed and survey being conducted in the best possible manner. The appointment of any supervisory staff by MD (DAY-NULM) at the sites shall not in any way relieve the responsibility of the Agency in this respect.
- g) The Agency shall protect MD (DAY-NULM) against any damage or loss arising out of such care and negligence or arising from neglect of professional duty.
- h) The Agency shall not have any objection if MD (DAY-NULM) appoints any staff at its own cost for supervision of work and to carry out duties allotted to them by MD (DAY-NULM) in respect of all works or other activities beyond scope of Agency's work.
- i) Agency will assist MD (DAY-NULM) in compliance of audit points raised by various audits (regarding Technical clarifications only).
- j) The Agency shall not, without the written sanction of MD (DAY-NULM) make any deviation in the plans or estimates or order any variation, omission or addition, except in cases, which do not affect the cost.

10. Support to be extended by MD (DAY-NULM)

- a) MD (DAY-NULM) will provide to the Agency necessary guidelines, manuals etc. on the programme activities. Details are also available on the NULM website.
- b) MD (DAY-NULM) will support agency by guiding Chief Officers of respective ULBs to give necessary permissions, local support and liaison support as MD (DAY-NULM) sees fit for successful execution of the survey.
- c) MD (DAY-NULM) shall provide guidance and recommendations on a case to case basis.

11. Liquidated Damages and Penalties

11.1 Liquidated Damages

**a) Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of Agency, the consequential damages thereof shall be quantified by MD (DAY-NULM) in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Project Value. Imposition of such liquidated damages shall be preceded by a written notice to Agency affording Agency not less than 30 days to rectify the error or variation and in case the Agency is able to rectify the error within such time limits, liquidated damages will not be imposed.

**b) Liquidated Damages for delay**

In case of delay in submission of deliverables solely attributable to the Agency beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% for every 3 days of delay may be imposed by MD (DAY-NULM), subject to a maximum of 10% (ten percent) will be imposed and shall be recovered by appropriation from the Performance Guarantee or otherwise. However, in case of delay due to reasons beyond the control of Agency, suitable extension of time shall be granted.

**c) Encashment and appropriation of Performance Guarantee**

MD (DAY-NULM) shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 11.1.

**11.2 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 11.1, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of MD (DAY-NULM), other penal action including debarring for a specified period may also be initiated as decided by MD (DAY-NULM). However, prior notice and adequate time to rectify the errors will be provided to Agency before invoking penalties under this clause.

**12. Service Level Agreement (SLA)**

MD (DAY-NULM) expects perfect and professional approach in the project implementation and its operations. Agency is expected to satisfy these expectations of the service levels as defined under the contract. Any non-adherence to the SLAs would lead to the penalty as defined by clause 11.2 of this agreement.

**13. Use & Acquisition of Assets & IT Security**

- a) Agency shall take all reasonable & proper care of the entire documentation, hardware & software, network or any other information technology infrastructure components as applicable for the project & other facilities used by the Agency exclusively in terms of the delivery of the services as per this Agreement (hereinafter referred as “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the Agency for the purpose of this project.
- b) Agency shall not use MD (DAY-NULM)/ULBs’ data to provide services for the benefit of any third party, as a service bureau or in any other manner.
- c) Agency shall upon request by MD (DAY-NULM) participate in regular meetings when safety and information technology security matters are reviewed.
- d) Agency shall promptly report in writing to MD (DAY-NULM) any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MD (DAY-NULM)/ULBs.

#### 14. Indemnity

Agency agrees to indemnify and hold harmless MD (DAY-NULM), ULBs, their officers, employees and agents and against any and all losses, claims, damages, liabilities, costs (including reasonable legal attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- a) any mis-statement or any breach of any representation or warranty made by the Agency or
- b) The failure by Agency to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Agency. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created Agency pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Agency pursuant to this Agreement, or

the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) Implementation of Project by itself or through other persons other than Agency; (B) Third Parties (i.e., other than Agency) at the direction of MD (DAY-NULM) or

- c) any compensation / claim or proceeding by any third party against MD (DAY-NULM), ULBs arising out of any act, deed or omission by the Agency or
- d) Claim filed by a workman or employee engaged by the Agency for carrying out work related to this Contract. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Contract to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### 15. Third Party Claims

- a) Subject to Sub-clause (b) below, the Agency (the "Indemnifying Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs as defined in the contract.
- b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. Agency hereby indemnify & hold indemnified MD (DAY-NULM), ULBs harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. all settlements of claims subject to indemnification under this Article will:
  - (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; &
  - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- viii. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank

Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

## 16. Publicity

Any publicity by the Agency in which the name of MD (DAY-NULM), ULB is to be used should be done only with the explicit written permission of the MD (DAY-NULM) and ULB. Agency would be allowed to use the project reference in its Sales Pitch / Brochures without sharing confidential information on the project.

## 17. Warranties

a) The Agency warrants and represents to MD (DAY-NULM) that:

- i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. This Contract is executed by a duly authorized representative of the Agency;
- iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b) In the case of the SLAs, the Agency warrants and represents to MD (DAY-NULM) that:

- i. the Agency will adhere to the specific SLAs as defined by the contract;
- ii. the SLAs will be executed by a duly authorized representative of the Agency;
- iii. the Agency is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
- iv. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the Tender;

- v. Agency has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- vi. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

## 18. Force Majeure

For the purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the Agency, not involving the Agency’s fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the Agency to take benefit of this clause it is a condition precedent that the Agency must promptly notify MD (DAY-NULM) in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. MD (DAY-NULM) or the Committee appointed by MD (DAY-NULM) shall study the submission of the Agency and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MD (DAY-NULM) in writing, the Agency shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 7 days, MD (DAY-NULM) and the Agency shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of MD (DAY-NULM) shall be final and binding on the Agency.

## 19. Resolution of Disputes

MD (DAY-NULM)/ULB and Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this Contract and modifications therein. If after 7 days from the commencement of such informal negotiations, MD (DAY-NULM)/ULB and the Agency are unable to resolve amicably such dispute, the matter will be referred to MD (DAY-NULM) and his / her opinion shall be taken. MD (DAY-NULM) will hear the matter out and provide a reasoned order.

If the Agency doesn't agree with the opinion of MD (DAY-NULM), matter shall be referred to Principal Secretary, Urban Development, state of Maharashtra, PS (UDD-2). The decision of PS (UDD-2) shall be final and binding on all parties.

#### 20. Risk Purchase Clause

In the event Agency fails to execute the project as stipulated in the delivery schedule, or to MD (DAY-NULM)'s satisfaction, MD (DAY-NULM) reserves the right to procure similar services from the next eligible bidder or from another alternate source at the risk, cost and responsibility of the Agency. Before taking such a decision, MD (DAY-NULM) shall serve 15 days advance notice in writing to the Agency. Total Liability of the Agency towards this Clause is limited to 20% of the contract value.

#### 21. Limitation of Liability towards MD (DAY-NULM)

The Agency's liability under this Agreement and /or its modifications shall be determined as per the Law in force for the time being. The Agency shall be liable to MD (DAY-NULM) for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Agency and its employees, including loss caused to MD (DAY-NULM) on account of defect in goods or deficiency in services on the part of Agency or his agents or any person / persons claiming through or under said Agency. However, such liability of Agency shall not exceed 20% of the total value of the Contract.

This limitation of liability shall not limit the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the scope of work envisaged herein. Third Party Liability however is not applicable for the viewing man-power deployed by Agency.

## 22. Conflict of Interest

The Agency shall disclose to MD (DAY-NULM) in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Agency or its Team) in the course of performing the Services as soon as it becomes aware of such a conflict. However, Agency shall hold MD (DAY-NULM)'s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

## 23. Data Ownership

All the data created during the performance of this agreement shall be owned by MD (DAY-NULM). The Agency shall take utmost care in maintaining security, confidentiality and backup of such data. Access to the data / systems shall be given by the Agency only to their authorized representative and their names & contact details shall be shared with MD (DAY-NULM) in advance. And MD (DAY-NULM)'s authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance of this agreement by the Agency to data / system security.

## 24. Intellectual Property Rights (IPR)

- a) The Agency shall transfer all Intellectual Property to MD (DAY-NULM) including customized solution developed for the project.
- b) MD (DAY-NULM) has sovereign rights & nothing herein shall or will be construed or deemed to grant to the Agency any right, title, license, sub-license,

proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the Intellectual Property Rights.

- c) All documentation, questionnaires, reports and any such project related documents for the work executed under the supervision of the Agency shall remain the property of the MD (DAY-NULM). The Agency shall supply all actual documents free of cost to MD (DAY-NULM).
- d) Deliverables provided to MD (DAY-NULM) by Agency during the course of its performance under this Agreement, in which subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Agency and MD (DAY-NULM) immediately upon creation, vest in MD (DAY-NULM). To the extent that the Agency Proprietary Information is incorporated within the Deliverables, Agency and its employees engaged hereby grant to MD (DAY-NULM) a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to MD (DAY-NULM) facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of MD (DAY-NULM) of such Agency Proprietary Information, MD (DAY-NULM)'s rights pursuant to the preceding sentence include the right to disclose such Agency Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by MD (DAY-NULM).

## 25. Followance of Law and Good Business Ethics

MD (DAY-NULM) requires that Agency shall observe the highest standards of ethics during the execution of this agreement. In pursuance of this policy, MD (DAY-NULM) defines, for the purpose of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MD (DAY-NULM) in contract executions.
- b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to MD (DAY-NULM) and includes collusive practice among bidders prior to Proposal submission

designed to establish Proposal priced at artificially high or non-competitive levels and to deprive MD (DAY-NULM) of the benefits of free and open competition.

- c) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which is given by MD (DAY-NULM).
- d) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

All above definitions shall be without prejudice to definitions under the relevant laws. In the event of any dispute in the matter of interpretation or scope of these definitions, the definitions under the relevant laws/statutes shall prevail. If it is noticed that the Agency has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for MD (DAY-NULM) for termination of the contract and initiate **black-listing** of the vendor.

## 26. Exit Management

### **a) Exit Management Purpose**

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 1 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by the MD (DAY-NULM) or 3 months after the beginning of the exit management period, whichever is earlier.

### **b) Confidential Information, Security and Data**

MD (DAY-NULM) will promptly on the commencement of the exit management period, supply to MD (DAY-NULM) or its nominated agencies the following:

- i. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to project, project's Intellectual Property Rights; any other data and confidential information related to the project;
- ii. Project data as is required for purposes of the Project or for transitioning of the services to its Replacing Successful agency in a readily available format.
- iii. All other information (including but not limited to documents, records and agreements) relating to the services to enable MD (DAY-NULM) and its nominated agencies, or its Replacing agency to carry out due diligence in order to transition of the Services to MD (DAY-NULM) or its nominated agencies, or its Replacing agency (as the case may be).

#### **c) Employees**

Promptly on request at any time during the exit management period, the Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to MD (DAY-NULM) a list of all employees (with job titles and communication address) of the Agency, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Agency, MD (DAY-NULM) or Replacing Agency may make an offer of contract for services to such employee of the Successful Bidder and the Agency shall not enforce or impose any contractual provision that would prevent any such employee from being hired by Agency or any Replacing Agency.

#### **d) Rights of Access to Information**

At any time during the exit management period, the Agency will be obliged to provide an access of information to MD (DAY-NULM) and / or any Replacing Agency in order to make an inventory of the Assets (hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the project.

#### **e) Exit Management Plan**

The Agency shall provide MD (DAY-NULM) with a recommended exit management plan ("Exit Management Plan") within 15 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacing Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii. Plans for the communication with such of the Agency, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- iii. Plans for provision of contingent support to the project and Replacing Agency for a reasonable period (minimum one month) after transfer.
- iv. Agency shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- v. Each Exit Management Plan shall be presented by the Agency to and approved by MD (DAY-NULM) or its nominated agencies.
- vi. During the exit management period, the Agency shall use its best efforts to deliver the services.

#### **f) Transfer Cost**

On premature termination of the contract for reasons other than those mentioned herein (Termination for Default), the Agency shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

#### 27. Termination of Contract

MD (DAY-NULM) may, without prejudice to any other remedy under this Contract/

Agreement and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 15 days stating the reason for proposed termination of the contract either in whole or in part.

Prior to providing a notice of termination to the Agency, MD (DAY-NULM) shall provide the Agency with a written notice of 15 days instructing the Agency to cure any breach/ default of the Contract, if MD (DAY-NULM) is of the view that the breach may be rectified.

On failure of the Agency to rectify such breach within 15 days, MD (DAY-NULM) may terminate the contract by providing a written notice of 7 days 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 MD (DAY-NULM). In such event the Agency shall be liable for penalty/liquidated damages imposed by MD (DAY-NULM).

#### **a) Payment upon Termination**

Upon termination of this Agreement, MD (DAY-NULM) shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to MD(DAY-NULM) under this Agreement):

- i. remuneration for deliverables provided and Services satisfactorily performed prior to the date of termination;
- ii. reimbursable expenditures for expenditures actually incurred prior to the date of termination;

#### **b) Consequences of Termination**

In the event of termination of this contract, MD (DAY-NULM) shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Agency shall be obliged to comply with and take all available steps to

minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MD (DAY-NULM) and/ or succeeding Agency, as may be required, to take over the obligations of the Agency in relation to the execution / continued execution of the requirements of this contract.

### **c) Documentation**

All documentation, schedules, questionnaires, mapping documents etc. prepared by the Agency in the execution of the contract shall become and remain the property of MD (DAY-NULM) and before termination or expiration of this contract the Agency shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to MD (DAY-NULM).

## 28. Miscellaneous

### **a) Confidentiality and Non-Disclosure of Information**

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any municipal council data, products, processes, data, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of MD (DAY-NULM) the Agency and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a) The Agency recognizes that during the term of this Agreement, sensitive data will be procured & made available to it. Disclosure or usage of the data by any such recipient may constitute a breach of this agreement, causing harm not only to the Department whose data is used but also to its stakeholders. The function of MD (DAY-NULM) requires the Agency to ensure utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in MD (DAY-NULM) and its nominees exercising a right to seek injunctive relief & recovery of damages from the Agency.
- b) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
  - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
  - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
  - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
  - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person information which is mandatory for disclosure under Right to Information Act (RTI).

- e) The restrictions of this Article shall not apply to confidential Information that:
- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; &
  - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
  - iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
  - iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
  - v. Is identified in writing by the Discloser as no longer proprietary or confidential; or is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure
- f) to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
- i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
  - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

- g) The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.
- h) Confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- i) Subject to expressly provided in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- j) Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- k) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that MD(DAY-NULM) and Agency, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- l) In connection with the Services, Agency may from time to time undertake one or more quality assessment reviews for the purpose of improving Project under this agreement. In order for such reviews to be frank & candid, for the greatest

benefit to both MD(DAY-NULM) and Agency, they shall be kept confidential to the greatest extent possible.

#### **b) Standards of Performance**

The Agency shall provide the services and carry out their obligations under this agreement with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract. The Agency shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The Agency shall also conform to the standards laid down by MD(DAY-NULM)/Government of Maharashtra or Government of India from time to time.

#### **c) Compliance with Labour regulations**

The Agency shall pay wages in accordance with the payment of Minimum Wages Act to the workmen employed by them, for the contract undertaken by him and comply with the provisions set *forth* under the Payment of Wages Act and *the Contract Labour Act 1970* and other Laws/ Acts.

#### **d) Independent Contractor**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or *employment relationship* between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

**e) Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

**f) Notices**

Any notice or other document, which may be given/ sent/ made available by either Party under this Agreement, shall be in writing in person or by pre-paid register post.

Any communication under this Agreement shall be addressed to the other Party as set out below

To

State Mission Director,

DAY-NULM SMMU Maharashtra,

3<sup>rd</sup> floor GTS Building, Sir Pochkhanwala Road,

Worli, Mumbai -400030

**Agency:**

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Tel: -----

Fax: -----

Any notice or other document may be submitted through email. However, the same shall be deemed to have been served to the other Party when delivered or intimation is given at the above address through courier or in person or Indian postal authorities during the working days and hours.

**g) Performance Guarantee**

The Agency shall submit performance bank guarantee which is unconditional & irrevocable equal to 10% of the total fees of this contract issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the Agency for the term of the agreement & extension, if any. The performance guarantee shall be forfeited by MD (DAY-NULM) as a penalty in the event of failure to comply with the obligations under this agreement or breach of any of the conditions by the Agency. This shall be prejudice to other legal rights and remedy's available to MD (DAY-NULM).

**h) Personnel/Employees**

i. Personnel/employees engaged by Agency to render various services related to this agreement shall be employees of Agency, & under no circumstances such personnel shall be considered as employees of MD (DAY-NULM). Agency shall have the sole responsibility for supervision & control of its personnel & for payment of such including compensations, salary, legal deductions such as income taxes, professional taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. MD (DAY-NULM) shall not be responsible for the above issues concerning to personnel directly or indirectly engaged by Agency.

- ii. Agency shall use its best efforts to ensure that adequate personnel are employed to perform and implementation of this agreement, & that, such personnel have appropriate qualifications to perform the Services. MD (DAY-NULM) or its nominated agencies shall have the right to direct the removal or replacement of any Agency personnel performing work under this Agreement. In the event of such a direction by MD (DAY-NULM) requests that any Agency shall replace such a personnel within 7 days and the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by MD (DAY-NULM) or its nominated agencies, within not later than 7 working days. Agency shall depute quality team for the project & as per requirements; MD (DAY-NULM) shall have the right to ask Agency to change the team.
- iii. Regional Head / VP level officer of Agency shall be involved in the project under this agreement & should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Agency in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the Agency shall not remove such personnel without the prior written consent of MD (DAY-NULM). For any changes to the proposed resources, Agency shall provide equivalent or more experienced resources in consultation with MD (DAY-NULM).
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of Agency freely to assign or reassign its employees; provided that Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MD (DAY-NULM) shall have the right to review & approve Agency's plan for any such knowledge transfer. Agency shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.

- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

**i) Variations & Further Assurance**

- a. No amendment, variation or other modifications to this Agreement shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
  
- b. Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

**j) Severability & Waiver**

- a. if any provision of this Agreement or the SLAs, or any part thereof, would be found by any court or statutory body having jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question shall remain in full force & effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives for substituting illegal, invalid or unenforceable provision or part provision within 7 working days.
  
- b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or

enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

#### **k) Entire Contract**

This agreement, the SLAs & all schedules appended thereto & the contents & specifications of the tender subsequent corrigenda issued thereon & clarification (undertakings) accepted by MD (DAY-NULM) constitute as a part of this agreement between the Parties with respect to their subject matter.

#### **l) Survivability**

The termination or expiry of this Contract or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

#### **m) Bankruptcy and Insolvency**

Where Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Agency or the order of winding up is passed against Agency or the happening of any such events that are adverse to the commercial viability of the Agency. In the event of the happening of any events of the above nature, MD (DAY-NULM) shall reserve the right to take any steps as are necessary, to ensure the business continuity.

MD (DAY-NULM) may at any time terminate this contract by giving prior written notice of 15 days to Agency, if Agency becomes bankrupt or otherwise insolvent,

provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to MD (DAY-NULM).

**n) Jurisdiction**

All legal disputes arising out of this contract shall be subject to the jurisdiction of Mumbai courts only.

29. The stamp duty and Registration Charges payable in respect of this contract shall be borne by the Agency.

**IN WITNESS** whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered

**By** -----

-----,

For and on behalf of the “MD(DAY-NULM)”

Signed, sealed and delivered

**By** -----

For and on behalf of the “Agency”,

-----

Witnesses:

(1)

(2)

**Attachments to the Agreement:**

- i) This RFP document;
- ii) Scope of Work for the Agency (Section III of the RFP)