

F
OFFICE OF THE EXECUTIVE ENGINEER
NARMADA PROJECT DIVISION NO. 1
PUBLIC HEALTH ENGINEERING DEPARTMENT, BHOPAL

E:mail: narmadadn1@gmail.com Phone No. 9425171891
Opposite Patrakar Colony, Main Road No.-3, Panchsheel Nagar, Bhopal-3 (M.P.)

“REQUEST FOR PROPOSAL”
FOR

**“Awareness Generation, Capacity Building and Community Mobilization in
70 villages of Baneta Multi Villages Group Water Supply Scheme in Budhani
Block of Sehore District.**

RFP Reference No.11

Dated :14.03.2018

As per Govt. of India strategic plan 2022, at least 90% of rural households are to be provided with piped water supply ;at least 80% of rural households shall have piped water supply with individual household connection without social and financial discrimination. In Madhya Pradesh, as per census 2011, only 9.90% rural population is being served through piped water against the National average of 30.80%.

To enhance the piped water supply coverage and accomplish the ambitious target fixed as per Govt. of India’s strategic plan, Govt. of Madhya Pradesh through Public Health Engineering Department (PHED) is in the process of implementing various Multi Village Rural Water Supply Schemes (MVRWSS) for which it needs to generate awareness among rural communities, development of Community Based Organizations (CBOs)and build their capacity on management and operation & maintenance of intra village distribution network of MVRWSS.

Executive Engineer, Narmada Project Division no. 1, Bhopal is inviting financial bids from agencies empanelled in Water Support Organization of PHED as Agency/Trust/Firms/NGOs to conduct awareness generation, community mobilization and capacity building activities among rural households of villages of Baneta Multi Villages Group Water Supply Scheme.

Details of work:

S No.	Name of Schemes	District	No. of Villages	No. of House hold	Estimated cost of IEC / HRD (Rs. in Lakh) (PAC)	Earnest Money Deposit Rs. (EMD)	Cost of RFP Document (Rs.)
1	2	3	4	5	6	7	8
1	Baneta MVGWSS	Sehore	70	8000	31.91	50000.00	5000.00

Interested empanelled agencies can access Request for Proposal (RFP) and proposal form at <http://www.mpphed.gov.in> for submitting financial bids. The financial bid shall be submitted at the following address:

OFFICE OF THE EXECUTIVE ENGINEER
NARMADA PROJECT DIVISION NO. 1
PUBLIC HEALTH ENGINEERING DEPARTMENT, BHOPAL

E:mail: narmadadn1@gmail.com Phone No. 9425171891
Opposite Patrakar Colony, Main Road No.-3, Panchsheel Nagar, Bhopal (M.P.)

The **Pre-bid meeting** will be held on **21.03.2018 at (01:00 PM)** at the above address.

The **financial bids** will be accepted up to **03:00 PM of dated 03.04.2018**. Financial bids of the eligible empanelled agencies/Trust/Firms/NGO will be **opened** on the **same day** at **05:00 PM**.

The Public Health Engineering Department reserves the right to accept or reject, any or all bids received in response to this notice without assigning any reason/s and its decision in this regard will be final.

Executive Engineer
Narmada Project Division no. 1
PHED Bhopal

**OFFICE OF THE EXECUTIVE ENGINEER
NARMADA PROJECT DIVISION NO. 1
PUBLIC HEALTH ENGINEERING DEPARTMENT, BHOPAL**

E:mail: narmadadn1@gmail.com Phone No. 9425171891
Opposite Patrakar Colony, Main Road No.-3, Panchsheel Nagar, Bhopal (M.P.)

REQUEST FOR PROPOSAL

For

**“Awareness Generation, Capacity Building and Community Mobilization in
70 villages of Baneta Multi Villages Group Water Supply Scheme in Budhani
Block of Sehore District.**

**RFP Reference No. :- 11
Issue Date: 14.03.2018**

**Executive Engineer
Public Health Engineering Department
Narmada Project Division no. 1, Bhopal**

Table of Contents

PROPOSAL FORM	4
“TERMS OF REFERENCE”	6
Background:	Error! Bookmark not defined.
2. Partnership objectives:	7
3. Approach.....	7
4. Role of agency	7
5. Activities of agency	8
6. Reporting, Monitoring and Coordination.....	10
7. Management.....	10
8. Support from PHED.....	10
9. Agency selection criteria.....	11
SCOPE OF WORK-.....	11
A. Detail of Multi Village Rural Water Supply Schemes-	11
B. Detail of Activities -.....	11
C. Activities-wise Terms & Conditions:	12
D. Training /Capacity building –	14
E. Handholding support: -	14
F. Convergence –	14
G. Strategies for activities:.....	15
H. Team Composition:.....	15
Basic Qualification and Experience of the Team:.....	16
Facilities:.....	16
GENERAL TERMS & CONDITIONS:.....	17
ELIGIBILITY CRITERIA	17
DELIVERABLES:	18
TIMELINE:	18
PAYMENT SCHEDULE:	18
EVENT DESCRIPTION:	19
INSTRUCTIONS TO BIDDERS.....	21
GENERAL TERMS AND CONDITIONS	24
FINANCIAL DOCUMENT-1	30
FINANCIAL DOCUMENT 2.....	31
ANNEX – B	33
PERFORMANCE SECURITY	33

**OFFICE OF THE EXECUTIVE ENGINEER
NARMADA PROJECT DIVISION NO. 1
PUBLIC HEALTH ENGINEERING DEPARTMENT, BHOPAL**

E:mail: namadadnl@gmail.com Phone No. 9425171891
Opposite Patrakar Colony, Main Road No.-3, Panchsheel Nagar, Bhopal (M.P.)

PROPOSAL FORM

Proposal form must be completed, duly signed and submitted to Executive Engineer, Narmada Project Division no. 1, Public Health Engineering Department, Division Bhopal. Proposal must be made in accordance with the instructions contained in this RFP. The **“Awareness Generation, Capacity Building and Community Mobilization”** must be shown on your bid.

“FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION”

Terms and Conditions of Assignment

Any assignment resulting from this RFP shall contain. Terms and Conditions (as mentioned in ToR) together with specific terms and conditions as detailed herein.

Information

Any request for information concerning to this invitation must be forwarded in writing by email or by fax to, **Executive Engineer, Narmada Project Division no. 1, Public Health Engineering Department** with specific reference to the RFP number.

Declaration

The undersigned, having read the Terms and Conditions of RFP-**“Awareness Generation, Capacity Building and Community Mobilization in Baneta Multi Village Rural Water Supply Schemes Villages”** set out in the attached document, hereby bids to provide the services specified in the schedule at the price quoted, in advance with the specifications stated and subject to Terms and Conditions set out or specified in the document.

1. **Name of authorized representative:**
2. **Title:**
3. **Signature:**
4. **Date:**
5. **Bidder Name:**
6. **Postal Address:**
7. **Telephone No.:**
8. **Fax No.:**
9. **Email Address:**
10. **Validity of Bid (120 days from date of opening of financial bid):**

**OFFICE OF THE EXECUTIVE ENGINEER
NARMADA PROJECT DIVISION NO. 1
PUBLIC HEALTH ENGINEERING DEPARTMENT, BHOPAL**

E:mail: namadadnl@gmail.com Phone No. 9425171891
Opposite Patrakar Colony, Main Road No.-3, Panchsheel Nagar, Bhopal (M.P.)

“TERMS OF REFERENCE”

**Selection of agency for organizing Awareness Generation, Capacity Building and
Community Mobilization activities in 70 villages of Baneta Multi Villages Group
Water Supply Scheme in Budhani Block of Sehore District.**

The National Rural Drinking Water Supply Program, Govt. of India has laid a framework for providing safe drinking water sustainably to all. The National Policy Framework has set goals to provide every rural person with adequate safe water for drinking, cooking and other basic domestic needs on a sustainable basis. At the same time the basic requirement should meet minimum water quality standards and be conveniently accessible at all times and in all situations.

In this light PHED is implementing Baneta Multi Villages Group Water Supply Scheme in about 70 villages of Budhani Block of Sehore district to ensure the availability of water for drinking and other domestic purposes throughout the year. But, the experiences of the past in terms of sustainability of such schemes are mixed. Many single village water supply schemes are non- functional and underline the importance of involving the community in planning and implementation of rural water systems and their management to ensure the sustainable supply of drinking water.

Therefore, PHED has kept community participation at the forefront and aims to empower local communities, particularly village level institutions such as the Gram Panchayats and Village Water Sub Committees (VWSCs), to manage intra village distribution networks on their own. It also wants to partner with experienced and credible agencies, with significant experience in the area of community mobilization including agencies that have experience of working with women and facilitation of community-led institutions to mobilize communities to come forward to manage village supply schemes, and to develop the capacities of communities and their institutions in the planning, implementation, operation and maintenance of these MVRWSS.

As per the Go MP notification no. 28 dated 20th January 2015, the intra-village distribution network of the schemes will be managed through VWSCs. The existing committees such as the SHG's, Pani Samiti etc. if found suitable could be transformed into the VWSC. Details of the structure of VWSCs, formation norm, role & responsibilities etc. described in Go MP Gazette notification No.28 dated 20 Jan. 2014“Madhya Pradesh Nal Jal Praday Yojana Sanchalan Evam Sandharan Niyam 2014” published through Panchayat & Rural Development Department.

2. Partnership objectives:

- Create awareness among rural communities in the target villages about the importance of safe and piped drinking water.
- Forming & strengthening Village Water Sub Committee as per Go MP Gazette Notification “Madhya Pradesh Nal Jal Praday Yojana Sanchalan Evam Sandharan Niyam 2014” with adequate representation of women and people belonging to marginalized communities and their capacity building for effective management of the MVRWSS intra village water distribution systems.
- Provide institutional facilitation support for the community management of drinking water supply system.
- Mobilise community to create adequate stake and ownership in the scheme through operation and maintenance.
- Mobilize community to take new connection from MVRWSS.
- Motivate household to deposit water connection charges and security deposit.
- Motivate rural household to pay water tariff regularly.
- Increase overall awareness among community on water & sanitation and hygiene issues.

3. Approach

Establishing decentralized community-managed water supply systems would be central to the implementation and the focal point of this project will be the local people’s institutions i.e. Village Water Sub Committee. Community management of water supply systems and assured supply in the villages, based on the robust gender analysis to respond to the needs of the marginalized communities and women, is central to this programme. Principles of gender mainstreaming will be followed that will include participation of marginalized communities and women at all levels -planning, operation, maintenance and efficient-equitable distribution. This will also include generating resources for the O&M of the system (i.e. water charges from users).

4. Role of agency

The role of the agency will be a combination of change agent, inter mediator, source of knowledge-capacities and process manager.

4.1 Change Agent:

The agency will have to understand the existing local perceptions of drinking water, its access, safety and security as the starting point for a consultative process for change and improvements within villages. The agency will have to mobilise and create interest within the village as a community in the establishment of a community-managed water supply scheme integrated with the access, safety and security of drinking water and accompanying institutional arrangements. In doing so, the agency will specifically target marginalized

communities and women to understand their concerns with regard to the drinking water. The agency can collaborate with women's organizations working in the villages to reach out to large number of women. The agency can use the platform of *Mahila Sabhas* to bring together women to discuss the issues pertaining to water. The agency will create awareness about the proposed resources of drinking water.

4.2 Intermediator:

As our intermediary, the agency will support in developing capacities of VWSCs and establishing its linkages with the Gram Panchayat, making it autonomous with its rules and regulation for the effective operation and maintenance of the drinking water supply system. The VWSCs should also have the capacity to understand, present and coordinate with the Gram Panchayat for the activities necessary to ensure water safety and security. It will also work as the initial interface between the village institutions and other entities like the Block/Zila Panchayat, PHED, Panchayat and Rural Development, Health, Education, Woman & Child Development Departments as well as Public Health Engineering Department. The VWSCs will have adequate membership of women and people belonging to marginalized population groups so as to ensure their participation in decision-making processes.

4.3 Source of Knowledge and Capacities:

The agency will function as a primary source of knowledge for VWSCs and build their capacities in all the relevant areas, such as technical aspects with regards to water safety and security, financial management and accounting, legal responsibilities, and assist them contracting external expertise where and when necessary. The agency should ensure that knowledge and capacity development efforts are designed keeping in view the requirements of women and marginalised communities members of VWSCs. The agency will also develop awareness amongst women and men on the various alternatives/ options available, for example management, operation maintenances of intra village distribution network, elevated service reservoir (ESR), etc. The agency will enhance the capacities of local communities including that of women to contribute in management, operation and maintenance of water supply systems.

The agency will work with a purpose of gradually transferring capacities/skills to the VWSCs, so that they can begin functioning as independent, self-reliant local institutions, once the handholding support is withdrawn.

5. Activities of agency

Agency will specifically focus on the following activities:

5.1 Enabling Environment:

At the village level, the agency shall conduct a gender sensitive baseline survey in terms of availability of water at household level. The agency will also conduct a water budgeting exercise with the community to draw attention on the sustainability and conservation issues, availability of water as limited resource, distinguish and support the community in taking

informed decisions in terms of the different uses of water. Through a series of IEC campaigns-targeting different set of stakeholders- create awareness in the village communities, especially among women, mobilize them to be part of the scheme, identify opinion-makers/ community leaders/women leaders/elected women representatives/youth to work as change agents/local animators.

5.2 Institution building:

- Form, streamline and strengthen the Village Water Sub Committee as per GoMP Gazette notification, identifying the most suitable persons in terms of their willingness, knowledge and their acceptability within the community. Ensure that women and people belonging to marginalized communities are represented in the VWSCs. Assisting in arrangements for financial contribution as new connection charge and security deposit from the community, facilitate Janpad panchayat for issuing orders and support in opening of bank account to deposit the community's financial contribution for O&M.
- Capacity building of Village Water Sub Committee will include identifying training needs, providing training to build their capacity. Ensure specific efforts to enable women to take leadership roles and to enhance their technical skills. Provide inputs to community for O&M of facilities, in ways that optimize access to all; strengthen Village Water Sub Committee to take over the management of Water Supply system and have the capacity to address the administrative and procedural matters.
- Provide guidance to Village Water Sub Committee on handling finance, people's financial contributions and establishing systems for the sustainable management of these schemes.

5.3 Sanitation and Hygiene promotion

Unless people are aware about sanitation and hygiene, it is unlikely that the community would value the importance of safe storage and handling of water, even if now supplied with their premises. Sanitation and Hygiene promotion activities in the village will aim to improve the following hygiene practices:

1. Safe storage and handling of drinking water.
2. Safe disposal of liquid waste through appropriate waste water drainage from the households.
3. Safe disposal of solid waste such as animal waste, but also child's excreta.
4. Practice of Hand washing with soap (especially after defecation and before eating or touching food).
5. Use of toilets and eliminating the practice of open defecation.

The agency would be required to create awareness about the linkages between sanitation and health and how the improved sanitation and hygiene practices could contribute in improved health and enhanced productivity. The formation of Village Water Sub Committee would play an important role in the dissemination of sanitation and hygiene practices in the village. The

enrolment of dedicated people and “natural leaders” in the Village Water Sub Committee would support the fast propagation of the sanitation and hygiene messages. The agency would also develop synergies and convergence with other related flagships such as the Swachh Bharat Mission, the Mahatma Gandhi National Rural Employment Guarantee scheme.

5.4 Community Contribution

Agency will facilitate necessary community contribution against the new connection charges and security deposit to be incurred on further O&M of the intra village distribution work MVRWS. The contribution against new connection charges and security deposit will be deposited to saving bank accounts of VWSC preferably as fixed deposit. The agency will also facilitate the VWSC to deposit the monthly bulk water cost to PHED’s accounts. The agency will ensure that the VWSC institution built in the village take lead in community contribution and the agency will act only as a facilitator.

6. Reporting, Monitoring and Coordination

- The agency will adopt a proper reporting and monitoring system, in consultation with PHED.
- The agency will report on monthly basis to PHED about physical, financial and IEC progress through progress reports, as per predesigned formats and suggested outlines.
- Monitoring will be organized at various levels. Indicators developed by the project for the purpose, will be periodically made use of. Efforts will be made to have gender sensitive indicators.
- Monitoring will include those done by the agency with the community members, by the agency management done for their respective field staff, for the progress of work in the villages. The field staff of agency (especially the village coordinators /social mobilisers) should also include women.

7. Management

- Agency will evolve and maintain regular monitoring mechanisms with consultation of PHED.
- Devise work plan and time schedules periodically; report achievements accordingly.
- Participate regularly in meetings and coordinate effectively with various govt. bodies
- Prepare reports, case studies, impact assessment and provide it to PHED
- Adopt a flexible approach to allow modifications and changes as the project evolves.

8. Support from PHED

- An orientation programme will be organized by PHED for the agency staff. In order to ensure that Agency understands that importance of IEC, HRD and gender issues – a day long sensitisation programme on water issues shall be organised for the agency staff.
- PHED shall also organize review meetings to understand the progress and bottlenecks in implementation of the project and the solutions accordingly.
- PHED will also maintain an oversight on the projects through periodic field visits and review of the progress reports.

9. Agency selection criteria

- i. The Agency may bid the rates for the scheme. The eligible agency quoting lowest rate shall be selected for the award of the work.
- ii. If more than one agency has offered same lowest rates, then these agency will be asked to given their bid (lower than the previous bid) in sealed envelope on such a date as decided by the authority and the work shall be awarded to the lowest bidder. But if in second trial, the rates are found same; than the process will be continued until a clear-cut lowest bid is received.

10. SCOPE OF WORK-

A. Detail of Baneta Multi Village Group Water Supply Scheme-

S no.	Name of Schemes	District	No. of Villages	No. of House hold	Estimated cost of IEC / HRD (Rs. in Lakh) (PAC)	Earnest Money Deposit Rs. (EMD)	Cost of RFP Document (Rs.)
1	2	3	4	5	6	7	8
1	Baneta MVGWSS	Sehore	70	8000	31.91	50000.00	5000.00
Total							

B. Detail of Activities -

Partner agencies will be responsible to implement following activities in scheme-

Activity	Sub Activity	Activity per village Nos.
1	2	4
Entry Point Activities	1. Jan Sabha	1
	2. Gram Sabha	1
	3. Base line house hold survey (including stationary) & House hold contact	8000
IEC intervention	1. Street play	1
	2. Poster	5
	3. Pamphlets	250
	4. Slogans writing	5
	5. School rally	1
Training & Capacity	1. Record keeping (2	2

Building	training per village, for 4 members)	
	2. Accounting (2 training per village, for 4 members)	2
	3. Operation & maintenance	2
	4. Exposure visit cum training per village, for 4 members)	5
Hand holding support	1. Record keeping stationary (Cash book, Connection register, Meeting minute register, Bill book, notice book etc.)	1
	2. Agreement form, connection form (Form as per nos. of house hold)	8000

Activity	Detail of human Resource	Months
Human Resource	Project Coordinator	5
	Community mobilizer	5
	PC transport	5
	CM transport	5
	Village level facilitator	5
other expenses	office rent, stationary, photo	5
	Review meeting, monitoring	4

C. Activity wise Terms & Conditions:

I. Gram Sabha / Jan Sabha-

Agency has to ensure rural communities participation in Gram / Jan sabha. In each sabha at least 50 rural people shall participate and agencies also will be responsible to record meeting minutes, photograph, tea, snacks etc. Agency will produce sabha records to PHED along with monthly progress report. During meeting agency will be responsible to arrange snack, tea audio system. Only one Jan sabha shall be organized if population of village is less than 500 nos.

- ii. Base line house hold survey-**
Agency will be responsible to conduct individual household survey according to prescribed format. Agency will also be responsible to prepare consolidated report on the basis of household survey findings.
- iii. Street play –**
- Script, content, duration, location, and schedule of street play should be finalized in consultation with PHED officials.
 - Street play team should have at least 5 artists.
 - Before organizing street play agency will ensure announcement /publicity in village about location and time, so that rural public can join activity.
 - Street play should be organized in public place during public gathering like weekly hat, mela, etc.
- iv. Poster-**
- Before printing, content of poster should be finalized in consultation with PHED officials.
 - Poster should be printed on 150 GSM glazed paper with size 2x3 ft.
- v. Pamphlet-**
- Before printing content of pamphlet should be finalized in consultation with PHED officials.
 - Poster should be printed on 75 GSM glazed paper with size A4.
- vi. Slogan-**
- Before writing slogan content should be finalized in consultation with PHED officials.
 - Before writing slogan, prepare oil paint base double coat, size 4x2 ft. double color.
- vii. School rally-**
- School rally should be organized with consultation of school management on National days like 26th Jan/ 15th Aug/ 2nd Oct. and world water day.
 - Display material like banner, board etc. shall be finalized in consultation with PHED officials.
 - During school rally quiz, Painting, competition, games shall be organized.
 - Snacks prize distribution among children.
- viii. Village Water Sub Committee –**
Village water Sub Committee (VWSC) or Gram Pey Jal up samiti shall be formed or stream line as per GoMP Gazette notification - “Madhya Pradesh Nal Jal Praday Yojana Sanchalan Evam SandharanNiyam 2014” published through Panchayat & Rural Development Department. Facilitate VWSCs for opening of saving accounts in Nationalized Banks.
- ix. Training & Capacity Building**
- 1) Organize block /cluster level training programme for PRI & VWSC members and village community of multi village rural water supply schemes.
 - 2) Agency shall be responsible to invite participants according to activities mentioned in RFP and ensured participation of VWSC members in trainings programme.
 - 3) In each training programme nos. of participants would be 35-45, if nos. of participants found less than 20 nos. that training will be treating as cancelled.

- 4) Arrangement of Venue, breakfast, lunch, tea, drinking water, training hall, LCD projector, mike, Audio system, training board, markers, blank drawing sheet, photography etc.
- 5) Arrangement of training kit, pen, bag, spiral pad, copy of presentations, posters leaflets etc.
- 6) Agency shall reimburse the to and fro travel cost to participants from village to venue (block head quarter) as per local bus fare.
- 7) Agency has to develop backdrop / banners for trainings programme, back drop design shall be finalized with the consultation of PHED officials.
- 8) Agency shall prepare subject matter material for trainings programme with the consultation of PHED officials.
- 9) After completion of trainings programme agency will submit training wise report and participant's feedback with the list of participants and photographs.
- 10) An exposure visit for the VWSC members shall be conducted by the agency for any successfully ongoing Multi Village Rural Water Scheme

D. Training /Capacity building–

- a) **Record keeping** - Develop appropriate record keeping (i.e. meeting minutes, water connection register, stock inventory, monthly bills issuing, water tariff collection record water supply meter reading record, water supply log book etc.) skill among VWSCs members.
- b) **Accounting** – Skill development on cash book writing, Bulk water water billing procedure etc.
- c) **Operation & Maintenance** - Develop specific skills (operate valve, timing adjustment, minor leakage repairs, complaint handling etc.) in Operation & maintenance of intra village distribution network of drinking water supply.

E. Handholding support: -

Record keeping material-

Agency will responsible to provide record keeping stationary material i.e. Cash book- 4coir, Connection register- 6coir, Meeting minute register 100 pages, Bill book- 200 pages, notice pad 100 pages, Connection form, Agreement /connection form as per nos. of household in villages etc. to each VWSCs.

F. Convergence –

Agency will be responsible to strengthen the linkage of VWSCs with other ongoing programme like Swachh Bharat Mission, Solid and liquid waste management, Livelihood programme, Panchayati raj institution, for better convergence.

G. Strategies for activities:

Activity	Responsibilities	Monitoring		
		When	Who	How
1. Organizing Village wise JanSabha/ village camp (to share objectives of Project and VWSC role & responsibilities)	Agency	Time to time	PHED/BC & DC	Field visit and Meeting
2. Organizing Gram Sabhas (To resolve /regularize the VWSC formation /process)	Agency	Time to time	PHED/BC & DC	Field visit and Meeting
3. Individual house hold base line survey	Agency	Time to time	PHED/BC & DC	Field visit and Meeting
4. Finalization of uniform IEC & HRD material	PHED / Agency	After agreement	PHED/BC & DC	Workshop/ Meeting
5. Street play, Video show, School rally distribution pamphlets, Slogan writing etc.	Agency	Time to time	PHED/BC & DC	Field visit and Meeting
6. Identification, selection of active members & formation of water users association	Agency	Time to time	PHED/BC & DC	Field visit and Meeting
7. VWSC trainings on recordkeeping, decision making, conflict resolution, routine maintenance etc.	Agency	Continuous	PHED/BC & DC	Field visit and Meeting
8. Convergence with line department specially for sanitation & SLWM component	PHED & Agency	Time to time	PHED/BC & DC	Meetings

H. Team Composition:

The selected team should possess a strong capacity in IEC, capacity building, interpersonal skills and knowledge of the local context. The team should preferably have experience in rural area with qualification in Social background.

The agency will be expected to provide the following personnel for the indicated duration. The durations given are indicative and subject to variation by agreement between the agency and the PHED. Agency inputs will be about [] person months of field based experts. The team composition are shown below.

Human Resources	Duration in Months
Project Coordinator (one for more than 10 village scheme)	5
Community mobilizers (one for 17 to 18 villages)	5
Village level facilitators (one for each village)	5

I. Basic Qualification and Experience of the Team:

Human Resources	Eligibility Criteria
Project Coordinator (Key Personnel)	Post Graduate /MSW/ MA Sociology/ with 3-5 Years or more professional experience in Rural Development including in planning and social mobilization, monitoring etc. should be able to organize training programmes. Age limit 40 years
Community mobilizers (Key Personnel)	Graduate 1- 2 Years' experience in Rural Development social mobilization, monitoring etc. should be able to organize training programmes. Age limit 30 years
Village level facilitators	10 th Pass, preferably resident of same village & VWSC members

The agency will be responsible for deployment/withdrawal of staff and complete supervision of works. The total staff inputs should not exceed the man-months mentioned in RFP. However, the CV of soft key personnel shall be approved by PHED before engagement. The agency has to submit record of all village level facilitator deployed during the execution of agreement.

J. Facilities:

The agency will have to make his own arrangements for office, utilities, accommodation and transport and should include cost of all these elements in his Financial Offer.

TERMS & CONDITIONS:

1. GENERAL TERMS & CONDITIONS:

1. Agency should produce activities-wise bills along with progress report after verification from Executive Engineer, Narmada Project Division no. 1, PHED, Bhopal
2. Successful agency will have to enter in to agreement with PHED for 5 month from date of agreement, agencies services & duration may be extended for further 3 month if needed for human resource & office expenses cost only.
3. In case if successful bidder does not comply with the work mentioned in scope of work in financial bid up to satisfaction of PHED, than deduction in payment or penalty up to 10% of bid cost may be levied on bidder by Executive Engineer, Narmada Project Division no. 1, PHED, Bhopal
4. Staff/employees of the agency should have good conduct of behavior and not involve in any nuisance. If found so, they may be removed by the concerned official of PHED.
5. As per TOR no. of staff should be deployed by the successful bidder as desired by the PHED.
6. The publicity matter should be pre-approved from PHED officials.
7. All taxes liabilities shall be borne by successful bidder; lowest rate approved may be applicable to all empanelled NGO & other Entities.
8. Human resources (i.e. Project coordinator, community mobilizes and motivators) wages shall be paid through their Bank account transfer and proof shall be produced to PHED along with MPR.
9. The agency have an experience for the similar assignment

2. ELIGIBILITY CRITERIA

The agency should meet the following criteria:

1. **Agency should be empanelled in Public Health Engineering Department for IEC and HRD initiatives.**
2. **Agency must have similar experience of implementing of such IEC & HRD project for atleast one Multi Villages Rural Piped Water Supply Scheme. An attested copy of the certificate of an officer not bellow the rank of Executive Engineer shall have to be attached as a proof of execution of such project.**
3. The Earnest Money Deposit (as per table, column 8 in RFP) should be submitted in the form of FDR in favor of Executive Engineer, Narmada Project Division no. 1, PHED, Bhopal along with the bid.
4. RFP document cost (as per table, column 9 in RFP) should be submitted in the form of DD in favor of Executive Engineer, Narmada Project Division no. 1, PHED, Bhopal along with the bid.
5. RFP document cost shall be deposited in the form of Demand Draft in favor of **Executive Engineer, Narmada Project Division no. 1, PHED, Bhopal** payable at Bhopal at the time of submission of bid document. If the cost of RFP document is not deposited, the tender document will not be entertained and returned to the agency unopened.
6. On receiving the cost of RFP document, the envelop of Earnest Money Deposit (EMD) will be opened, if EMD is found as per NIT condition, then only the envelop

of financial bid will be opened. Tender not accompanied by either cost of RFP document or EMD shall be liable for rejection.

3. DELIVERABLES:

The agency/organization/institutions will provide:

1. Soft &hardcopy of the monthly progress report.
2. Soft & hard copy of household survey report.
3. Project compilation report 10 copies.
4. List of households

4. TIMELINE:

Task duration is 5 months from date of mobilization by the agency, which is maximum one month from date of LOA. The duration can be extended as per the requirement up to further 3 months by PHED. During extension period, PHED will have to pay only human resources cost of the staff retained by PHED and office expenses.

Action plan shall be prepared by agency before agreement with consultation of PHED officials.

5. PAYMENT SCHEDULE:

Milestone No	Work Period	Activities to be carried for payment at the Milestone	Payment Installment
1	After 1 st month	<ul style="list-style-type: none"> • Approval of Detail Action Plan and time line of different IEC / HRD activities. • Approval of monitoring schedule. • Deployment of all human resources. • Completion of 100% Base line Households survey in project villages. • Conducting of <i>Jan Sabha & Gram Sabha</i> in 100% of project villages and submission of meeting minutes and photographs etc. • Interpersonal contact with household for mobilizing community 100% household. 	20%

Milestone No	Work Period	Activities to be carried for payment at the Milestone	Payment Installment
2	After 2 nd month	<ul style="list-style-type: none"> • Formation /Strengthening of 80% VWSCs as per Go MP Gazette notification. • Opening of Savings Bank Account of 80% VWSCs in Nationalize Banks. • Depositing 50% contributions against new connections charges and security deposits from rural households of the project villages. • Completion of 50% IEC activities as mentioned in the RFP & TORs. • Feedback and suggestions of the community is shared with Jal Nigam. 	30%
3	After 2 nd month	<ul style="list-style-type: none"> • Formation /Strengthening of 100% VWSCs as per Gazette notification. • Opening of Savings Bank Account of 100% VWSCs in Nationalize Banks. • Depositing 90% contributions against new connections charges and security deposits from rural households of the project villages. • Completion of 100% IEC activities as mentioned in the TORs. • Development of samples of record keeping stationeries i.e. cash book, meeting register, bill books connection register etc. • Completion of 100% training programme of VWSC on different aspects as mentioned in TORs. • Distribution of sample record keeping stationeries in 100% VWSCs. 	40%
4	After completion of project	<ul style="list-style-type: none"> • Regular monthly meeting of VWSCs in 80% VWSCs. (on production meeting minutes register and field verification 10% VWSC records). • At least 90% household regularly paying water tariff to VWSCs (It is applicable only for project where scheme has been commissioned or trial run period is over) • Submission of project compilation report. 	10%

1. Note: -

1. **PHED can reduce or increase the no. of activities to be performed in any village.**
2. **If the no. of activities actually performed by the agency are less or more than scheduled, than their cost will be deducted /added from/to the respective payment slab above.**
3. **If achievement in physical progress of activities is less than milestone but more than 50%, in a particular milestone then payment may be released on pro rata basis.**

2.

EVENT DESCRIPTION:

PHED would endeavor to adhere to the following

S. No.	Event Description	Dates
1.	Publication of NIT at PHED Website (Inform Empanelled agencies through E-mail)	14/03/2018
2.	Pre bid meeting	21/03/2018
3.	Financial Bid & Opening Date (i.e. last date of receiving offer by 3:00 PM)	03/04/2018 (03:00 PM) Opening date 03/04/2018 05:00 PM

INSTRUCTIONS TO BIDDERS

1. Introduction

PHED will select an agency to provide the services outlined in the Terms of Reference and in accordance with the method of selection specified in this RFP. Bidders are therefore invited to submit a Financial Bid (FB).

2. Bid Format and Content

2.1 (Please note that financial bids are not expected in soft copy)

2.2 Bidders are required to submit **Financial Bids** in the format attached in **Annex A** for the specific package/scheme for which he wants to submit bid. Bidder shall include all costs associated with the assignment, including:

- An all-inclusive rate per activities (as per scope of work) with team member to be assigned to the project in the field, if any;
- An all-inclusive amount for any travel related expenses
- Other costs, if any, and breakdown;

2.3 Bidders are required to submit **Earnest Money Deposit (EMD)** in separate envelop.

2.4 Submission of the incomplete format for Financial bid or the Performance Security may result in the bid being deemed non responsive.

3. Marking and Returning Bids

3.1. **SEALED PROPOSALS** must be and dispatched to reach the PHED office indicating the CLOSING TIME AND DATE. Bids received in any manner other than as outlined in clauses 3.3 to 3.5, will be INVALIDATED.

3.2. Bids shall be submitted in English, and shall be sealed in **one outer and three inner envelope** and all envelopes shall indicate clearly the **name of scheme** for which the bid is being submitted and **RFP Reference number** along with bidder's name and address. One outer envelope **shall contain bid for one scheme only**. If bidder wants of bid for more than one scheme he shall submit it in separate envelope for each scheme. The **outer envelope** shall be addressed as follows:

**OFFICE OF THE EXECUTIVE ENGINEER
NARMADA PROJECT DIVISION NO. 1
PUBLIC HEALTH ENGINEERING DEPARTMENT, BHOPAL**

E:mail: narmadadn1@gmail.com Phone No. 9425171891
Opposite Patrakar Colony, Main Road No.-3, Panchsheel Nagar, Bhopal (M.P.)

3.3 The **1st inner envelope** shall be marked **Financial Proposal for “Awareness Generation, Capacity Building and Community Mobilization”** and addressed in the same manner as the outer envelope, and shall be in the prescribed format.

3.4 The **2nd inner envelope** shall be marked **Earnest Money Deposit “Awareness Generation, Capacity Building and Community Mobilization”** and addressed in the same manner as the outer envelope.

3.5 The **3rd inner envelope** shall be marked **RFP document cost “Awareness Generation, Capacity Building and Community Mobilization”** and addressed in the same manner as the outer envelope.

3.6 Information, which the bidder considers to be proprietary, should be clearly marked as such. All-information provided by the bidder will be treated as confidential and used for PHED internal purposes only.

4. Time for Receiving Bids

4.1 Sealed Bids received prior to the stated closing time and date will be kept Unopened. The Managing Director or a designated officers committee of PHED will open bids within designated time and bid received thereafter will not be considered.

4.2 PHED will not take responsibility for the premature opening of a Bid, Which is not properly addressed or identified.

4.3 Modification by fax of sealed Bids already submitted will not be considered.

5. Public Opening of Bids

5.1 Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified.

6. Request for Information

6.1 Any request for information regarding the specifications should be mailed to E.E., Narmada Project Division no. 1, PHED, Bhopal [E-mail- narmadadn1@gmail.com](mailto:narmadadn1@gmail.com)

7. Corrections

7.1 Erasures or other corrections in the Bid must be explained and the Signature of the Bidder shown alongside.

8. Modifications and Withdrawal

8.1 All changes to a bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier bid, or state the changes from the original bid.

8.2 Bids may be withdrawn on written or faxed request received from bidders prior to the opening time and date. Negligence on the part of the bidder confers no right for the withdrawal of the bid after it has been opened.

9. Earnest Money Deposit (EMD) & Performance Security

9.1 The bidder shall furnish as part of its bid, earnest money deposit of as mentioned in column no.8 in front of schemes detail, in the form of FDR of any nationalized/scheduled bank in favor of **Executive Engineer, Narmada Project Division no. 1, Public Health Engineering Department** and payable at Bhopal. Any Bid not accompanied by the EMD shall be rejected by PHED as not qualified. EMD by the unsuccessful bidders will be refunded by way of handing over the original, duly endorsed by the Competent Authority of the PHED. The EMD of the successful bidder will also be return after receiving performance security in form of BG/FDR with validity of 18 month.EMD cost can be adjusted with the Performance Security. Under any circumstances PHED will not be liable to pay any interest on the EMD.

Successful bidder has to submit the performance security in the form of Bank Guarantee /FDR of any nationalized /scheduled bank in favor of **Executive Engineer, Narmada Project Division no. 1, Public Health Engineering Department** and payable at Bhopal. The value of performance security is equivalent to the 10% of total bid value.

9.2 Forfeiture of Performance Security& EMD

Performance Security and EMD of a bidder will be forfeited, if the bidder withdraws or amends its bid or derogates from the bid in any respect within the period of validity of its bid. Further, if the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.

10. Validity of Bids

10.1 Bids should be valid for a period of 120 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. On bidder request to PHED may also extend the validity period.

11. Rights of PHED

- 11.1 PHED reserves the right to INVALIDATE Bids for reasons mentioned above, and, unless otherwise specified by PHED or by the Bidder, to accept any item in the Bid.
- 11.2 PHED reserves the right to INVALIDATE Bid received from a Bidder who, in the opinion of PHED, is not in a position to perform the assignment.

12. Evaluation of Bids

- 12.1 From the time the bids are opened to the time the assignment is awarded, bidders shall not contact PHED on any matter and any attempt to influence PHED in its evaluation of the bids and award recommendation, may result in rejection of the bid.
- 12.2 Following closure of the RFP, a PHED evaluation team to assess their merits will evaluate bids. The evaluation will be restricted to the contents of the bids, financial status and price bid.
- 12.3 Bidders (Financial) will be made available to the partner government or organization that will benefit from the services when they are part of the evaluation panel.
- 12.4 **Financial Bids shall be opened publicly in the presence of bidders' representatives who choose to attend.**
- 12.5 The Financial Bids shall be evaluated using Least Cost Based Selection, whereby the in totality lowest Financial Bid (FB) will be awarded for the assignment.

13. Error in Proposal

- 13.1 Bidders are expected to examine all instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

14. RFP Terms and Conditions

- 14.1 This RFP and any responses thereto, shall be the property of PHED. In submitting a proposal, the bidder acknowledges that PHED reserves the right to:
- Visit and inspect the bidder's premises;
 - Contact any/all referees provided;
 - Request additional supporting or supplementary information;
 - Reject any/all of the proposals submitted;
 - Accept any proposals in whole or in part;
- 14.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and PHED shall not be responsible for these costs, irrespective of the outcome of the bidding process.

GENERAL TERMS AND CONDITIONS

1. Award of Work:

After selection, a Letter of Agreement (the “LoA”) shall be issued, in duplicate, by PHED to the selected bidder and the selected bidder shall, within 10 (ten) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, PHED may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant, and the next eligible Bidder may be considered.

2. Performance Security:

Upon receipt of Letter of Agreement (LoA) from PHED, the successful Bidder shall furnish the Performance Security of an amount equal to 10% of the estimated cost of Services/Financial Bid by way of FDR for the due performance of the assignment in the format of Performance Security Form given at Annex-B. The Selected Bidder shall furnish the Performance Security within the time specified in LoA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 180 days from the date of LoA and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry of 180 days, if required, which shall be valid for the period of three months beyond the date of completion of assignment.

3. Acknowledgment copy

Signing and returning the acknowledgment copy of assignment issued by PHED or beginning work under that assignment shall constitute acceptance of a bidding agreement between PHED and the Bidding agency.

4. Delivery Date

Delivery Date to be understood as the time the assignment work is completed at the location indicated under Delivery Terms.

5. Payment Terms

- PHED shall, unless otherwise specified in the assignment, make payment within 30 days of receipt of the Bidder's invoice, which is issued only upon PHED acceptance of the work specified in the assignment.
- Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the assignment.
- The prices shown in the assignment cannot be increased except by expenses written agreement by PHED.

6. Limitation of Expenditure

No increase in the total liability to PHED or in the price of the work resulting from task changes, modifications, or interpretations of the statement of work will be authorized or paid to the Bidder unless such changes have been approved by the contracting authority through an amendment to this assignment prior to incorporation in the work.

7. Tax Exemption

The Bidder authorizes PHED to deduct from the bidding agency invoice any amount representing such taxes or duties charged by the Vendor to PHED. Payment of such corrected invoice amount shall constitute full payment by PHED.

8. Legal Status

The bidder shall be considered as having the legal status of an independent agency vis-a-vis PHED. The bidder's personnel and associate coordinators shall not be considered in any respect as being the employees or agents of PHED.

9. Bidder's Responsibility for Employees

The bidders shall be responsible for the professional and technical competence of its employees and will select, for work under this assignment, reliable individuals who will perform effectively in the implementation of the assignment, respect the local customs and conform to a high standard of moral and ethical conduct.

10. Indemnification

The Bidding agency shall indemnify, hold and save harmless and defend, at its own expense, PHED, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the bidding agency or its employees or associate NGOs in the performance of this assignment. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the bidding agency, its employees, officers, agents, servants or associate NGOs. The obligations under this Article do not lapse upon termination of this assignment.

11. Insurance and Liabilities to Third Parties

- The Bidding agency shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Assignment.
- The Bidding agency shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Assignment. The Bidding agency represents that the liability insurance includes associate NGOs.
- The bidding agency shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this assignment or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the bidding agency or its agents, servants, employees or associate NGOs performing work or services in connection with this assignment.
- The Bidding agency shall, upon request, provide PHED with satisfactory evidence of the insurance required under this Article.

12. Source of Instructions

The bidding agency shall neither seek nor accept instructions from any authority external to PHED in connection with the performance of its services under this assignment. The bidding agency shall refrain from any action which may adversely affect PHED and shall full fill its commitments with the fullest regard to the interests of PHED.

13. Title to Equipment

Title to any equipment and supplies which may be furnished by PHED shall rest with PHED and any such equipment shall be returned to PHED at the conclusion of this Assignment or when no longer needed by the Bidding agency. Such equipment when returned to PHED, shall be in the same condition as when delivered to the Bidding agency, subject to normal wear and tear.

14. Copyright, Patents and Other Proprietary Rights

PHED shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this assignment. At PHED request, the bidding agency shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the PHED in compliance with the requirements of the applicable law.

15. Confidential Nature of Documents

- 15.1. All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the bidding agency under this assignment shall be the property of PHED, shall be treated as confidential and shall be delivered only to the PHED authorized officials on completion of work under this assignment.
- 15.2. The bidding agency may not communicate any time to any other person, Government or authority external to PHED, any information known to it by reason of its association with PHED which has not been made public except with the authorization of the PHED; nor shall the bidding agency at any time use such information to private advantage. These obligations do not lapse upon termination of this assignment with PHED .

16. Force Majeure; Other Changes in Conditions

- 16.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the bidding agency shall give notice and full particulars in writing to PHED of such occurrence "change if the bidding agency is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this assignment. The Bidding agency shall also notify PHED of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Assignment. On receipt of the notice required under this Article, PHED shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the bidding agency of a reasonable extension of time in which to perform its obligations under the Assignment. However, in any case the extension shall not be granted more than 90 days (60 days in general and additional 30 days in special condition). If the agency could not meet its obligations in given extended period the PHED will charge the penalty. The penalty would be 0.01% of total cost of the assignment per day.
- 16.2 If the bidding agency is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this assignment PHED shall have the right to suspend or terminate this assignment on the same terms and conditions as are provided for in Article 17, Termination", the period of notice shall be thirty (30) days.
- 16.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

17. Termination

- 17.1. If the bidding agency fails to deliver any or all of the deliverables within the time period(s) specified in the assignment, or fails to perform any of the terms, conditions, or obligations of the assignment, or should the bidding agency be adjudged bankrupt, or be liquidated or become insolvent, or should the bidding agency make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the bidding agency, PHED may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Assignment, forthwith, in whole or in part, upon thirty (30) days' notice to the bidding agency.
- 17.2. PHED reserves the right to terminate without cause this assignment at any time upon thirty (30) days prior written notice to the bidding agency, in which case PHED shall reimburse the bidding agency for all reasonable costs incurred by the bidding agency prior to receipt of the notice of termination.
- 17.3. In the event of any termination no payment shall be due from PHED to the bidding agency except for work and services satisfactorily performed in conformity with the express terms of this assignment.
- 17.4. Upon the giving of such notice, the bidding agency shall have no claim for any further payment, but shall remain liable to PHED for reasonable loss or damage, which may be suffered by PHED for reason of the default. The bidding agency shall not be liable for any loss or damage if the failure to perform the assignment arises out of force majeure.
- 17.5. Upon termination of the assignment, PHED may require the bidding agency to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this assignment. Subject to the deduction of any claim PHED may have arising out of this assignment or termination, PHED will pay the value of all such finished work delivered and accepted by PHED. The initiation of arbitral proceedings in accordance with Article 24 "Settlement of Disputes" below shall not be deemed a termination of this Assignment.

18. Sub-Contracting

In the event the bidding agency requires the services of associate NGOs, the Bidding agency shall obtain the prior written approval and clearance of PHED for all associate NGOs. The approval of PHED of an NGO shall not relieve the bidding agency of any of its obligations under this assignment. The terms of any sub-assignment shall be subject to and in conformity with the provisions of this assignment.

19. Assignments and Insolvency

The bidding agency shall not, except after obtaining the written consent of PHED, assign, transfer, pledge or make other dispositions of the assignment, or any part thereof, of the bidding agency's rights or obligations under the assignment. Should the bidding agency become insolvent or should assignment of the- bidding agency change by virtue of insolvency, PHED may, without prejudice to any other rights or remedies, terminate the assignment by giving the bidding agency written notice of termination.

20. Use of PHED Name

The bidding agency shall not use the name of PHED or abbreviation of this name for any purpose.

21. Officials not to Benefit

The bidding agency warrants that no official of PHED has received or will be offered by the bidding agency any direct or indirect benefit arising from this assignment or the award thereof. The bidding agency agrees that breach of this provision is a breach of an essential term of the assignment.

22. Prohibition on Advertising

The bidding agency shall not advertise or otherwise make public that the vendor is furnishing goods or services to PHED without specific permission-of PHED.

23. Settlement of Disputes

• Amicable Settlement

The Parties shall use. Their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this assignment or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Government of Madhya Pradesh Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

• Arbitration

Any dispute, controversy or claim between the Parties arising out of this assignment or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration & Conciliation Act, 1996 at Bhopal, Madhya Pradesh.

The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

24. Privileges and Immunities

The privileges and immunities of the UN, including its subsidiary organs, are waived.

25. Authority to Modify

No modification or change in this assignment, no waiver of any of its provisions or any additional contractual relationship of any kind with the bidding agency shall be valid and enforceable against PHED unless provided by an amendment to this assignment signed by the authorized official of PHED.

26. Replacement of Personnel

PHED reserves the right to request the bidding agency to replace the assigned personnel if they are not performing to a level that PHED considers satisfactory. After written notification, the Bidding agency will provide curriculum vitae of appropriate candidates within three (3) working days for PHED review and approval. The Bidding agency must replace the unsatisfactory personnel within seven (7) working days of PHED's selection.

If one or more key personnel become unavailable, for any reason, for work under the assignment, the Bidding agency shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the assignment.
- Personnel whose resumes were submitted with the bid; and
- Individuals who are designated as key personnel by agreement of the bidding agency.

In notifying the project authority, the bidding agency shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement

Acceptance of a replacement person by the project authority shall not relieve the bidding agency from responsibility for failure to meet the requirements of the assignment.

All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by PHED.

FINANCIAL DOCUMENT-1
FINANCIAL BID SUBMISSION FORM

[Location, Date.....]

To:

**Executive Engineer,
Narmada Project Division no. 1
Public Health Engineering Department
Bhopal**

Subject:

Reference:

We offer to provide services for [Insert title of assignment] in accordance with your Request for Bid dated [Insert Date]. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures] this amount is exclusive of the all taxes.

Our Financial Bid shall be binding upon us, up to expiration of the validity period of the bid.

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

Yours sincerely

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Bidding Agency:

Address:

FINANCIAL DOCUMENT 2

SUMMARY AND BREAKDOWN OF EXPENSES ANNEX –A

Package No - 1

Name of Scheme- Baneta Multi Village Rural Water Supply Scheme

Activity	Sub Activity	Village/ No's	Activity per village Nos.	Rate per unit Rs.	Amount (Rs. in Lakh)
1	2	3	4	5	6
Entry Point Activities	1. Jan Sabha		1		
	2. Gram Sabha		1		
	3. Base line house hold survey (including stationary) & House hold contact		8000		
IEC intervention	1. Street play		1		
	2. Poster		5		
	3. Pamphlets		250		
	4. Slogans writing		5		
	5. School rally		1		
Training & Capacity Building	1. Record keeping (2 training per village, for 4 members)		2		
	2. Accounting (2 training per village, for 4 members)		2		
	3. Operation & maintenance		2		
	4. Exposure visit cum training per village, for 4 members)		5		

Hand holding support	1. Record keeping stationary (Cash book, Connection register, Meeting minute register, Bill book, notice book etc.)		1		
	2. Agreement form, connection form (Form as per nos. of house hold)		8000		
Cost component (A) Rs. in Lakh					

Activity	Detail of human Resource	No. of persons for 70 villages	Months	Rate per month	Amount
Human Resource	Project Coordinator		5		
	Community mobilizer		5		
	PC transport		5		
	CM transport		5		
	Village level facilitator		5		
other expenses	office rent, stationary, photo		5		
	Review meeting, monitoring		4		
Cost component (B) Rs. In Lakh					
Organization overheads					
Total cost					

Total Cost: Rs. _____

(In Words) _____

Note – Actual payment will be made as per clause 5, Payment Schedule detailed on page no 18.

Authorize Signature with Seal

PERFORMANCE SECURITY

FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

To:

**Executive Engineer,
Narmada Project Division no. 1
Public Health Engineering Department
Bhopal**

WHEREAS _____ [Name and address of the Bidder] (hereinafter called “the Bidder”) has undertaken, in pursuance of Letter of Intent (LoI) No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the “the Contract”). AND WHEREAS it has been stipulated by you in the said Assignment that the Bidder shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Assignment; AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder up to a total of

_____ [amount of Guarantee]1 _____ [in words _____], such sum being payable in the types and proportions of currencies in which the Assignment Price is payable, and we undertake to pay you such amount in favor of EXECUTIVE ENGINEER, PUBLIC HEALTH ENGINEERING DEPARTMENT through our branch operable at Bhopal at _____ (provide the address of the branch at Bhopal) and if invoked, be cashable at _____, branch of _____ bank at Bhopal, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Assignment or of the services to be performed there under or of any of the Assignment documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidder or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid until 180 days from the date LoA and and the Selected Bidder shall

have to provide the extended Bank Guarantee, before the expiry of 180 days, if required, which shall be valid for the period of three months beyond the date of completion of assignment.

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____

(Name, Signature, Occupation, Contact No. and Address)

2. _____

(Name, Signature, Occupation, Contact No. and Address)