

EOI NO: 135 /DATE: 1301.2023

**EXPRESSION OF INTEREST
FOR
OPERATION AND MANAGEMENT
OF NILADRI NILAY,
REHABILITATION CENTER FOR THE
TRANSGENDERS IN PURI**

Issuer:

Collector and District Magistrate, Puri

Collectorate, Puri-752001

Phone: 9437394920

Email:dssopuri2016@gmail.com

<https://puri.nic.in>

Office of the District Magistrate & Collector, Puri

Notice Inviting Expression of Interest for

**Selection of AGENCY for Operation and Management of Niladri
Nilaya, Rehabilitation Center for the transgenders in Puri,
Odisha**

EOI No: 135

Puri, Dated: 13.01.2023

District Administration, Puri invites Proposals from reputed Agencies for the operation and management of Niladri Nilaya, (Rehabilitation centers for the transgenders) in Puri under SAHAYA Scheme as specified in this EOI Document. The detailed EOI document can be downloaded from the website link <http://www.puri.nic.in> with effect from Dt. ~~13.01.2023~~ **13.01.2023** time ~~11.00 A.M~~ **11.00 A.M** onwards.

The last date and time for submission of EOI document by speed post/ registered post/ courier/hand in all working days at the District Social Security Office, Puri up to **02.00 pm** of Dt. ~~24.01.2023~~ **24.01.2023**. Based on the eligibility criteria as mentioned in the EOI, the applicant agency will be selected. Collector reserves the right to accept or reject any application without assigning any reason thereof.


Collector, Puri

DISCLAIMER

The information contained in this Expression for Interest (hereinafter referred to as "EOI") document provided to the applicants, by the District Social Security Office, Puri, hereinafter referred to as DSSO,

The purpose of this EOI document is to provide the information for operation and management of Niladri Nilay, rehabilitation center for the transgenders in Puri.

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

Collector, Puri may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document.

Fact Sheet

Sl. No.	Milestone	Date
1	Availability of EOI document in the website	Dt. 13.01.2023 to Dt. 24.01.2023
2	Last date and time for receipt of EOI	Dt. 24.01.2023 Time... 2 P.M..
3	Place of submission of EOI	DSSO, Puri
4	Date and time of opening of EOI	Dt. 25.01.2023 Time... 11.00 A.M
5	For further Details	Office of District Social Security Officer, Puri
6	Cost per tender paper	Rs. 1000 (Rupees one thousand only)
7	EMD(Demand Draft)	Rs. 10,000 (Rupees ten thousand only)
8	Performance Bank guarantee at the time of execution of agreement.	Rs. 50,000 (Rupees fifty thousand only)

Note:

1. Collector, Puri reserves the right to change any schedule. Please visit the website mentioned in the EOI document regularly for the same.
2. EOIs must be submitted before the date, time and venue mentioned in the Fact Sheet. EOIs that are received after the deadline will not be considered.

1. Background

The Social Security & Empowerment of PwDs Department (SSEPD) invites Expression of Interest (EOI) from the registered and experienced agencies for PROVIDING/MANAGING SERVICES FOR REHABILITATION CENTER OF TRANSGENDERS under SAHAYA scheme. The EOI aims to empanel successful agencies that will be responsible for providing/managing services for protection, care and rehabilitation of transgenders.

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

2. Objectives of the Proposal

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

- I. To create an enabling environment to ensure equal opportunities, equity, social justice & empowerment of persons in destitution.
- II. To encourage voluntary action and participation of all stake holders for ensuring effective implementation of the scheme.
- III. To expand outreach activities for rehabilitation of persons in destitution and create facilities for providing appropriate rehabilitation services.
- IV. To promote initiatives for employment, self-employment and other socio-educational services.
- V. To strengthen the existing implementation machinery and create facilities for coverage of all uncovered areas of the state for ensuring complete coverage of persons in destitution

3. Scope of Work

The Agencies shall be responsible for running the day to day operations of rehabilitation center for transgenders in Puri. As per the letter communicated by SSEPD Dept. the Agencies will be provided Rs 3403/- (Three thousand four hundred three) per month per transgender to run the home.

- I. Provide living space for the inmates (at least 50 sq ft per person).
- II. Electricity Charges / telephone & Water Rent, bed, Mosquito Net, Bed Sheet, Blanket and Pillow, Fan & light, CCTV
- III. Provide pure drinking water facilities.
- IV. Provide food two times per day with snacks.
- V. Apart from the basic facilities, there should be at least 500 sq ft hall area for activities and skill training for the rehabilitation center with a capacity of 50 inmates

Staff Structure

- I. One Centre In-charge
- II. One Councilor
- III. One Cook
- IV. One Night Watchman

The rehabilitation center shall house a maximum of 50 inmates. The rehabilitation center can be broadly divided into the following categories:-

The Agency shall be responsible for:-

1. Provide secure and accessible facilities in the shelter premises.
2. Ensure discharge and re-integration with their family.
3. Follow up with the rehabilitated transgender to ensure they are not returning back to begging/Sexual work.
4. Provide the required Manpower for running the operations of the rehabilitation center.
5. Assist the rehabilitation home Management Committee in selecting and overseeing the skilling agency to ensure appropriate skill and income generation training are provided to the inmates, wherever applicable.

Deliverables of the Agency:-

1. Preparation & submission of Operation plan report within 7 days of issue of work order.
2. Submit monthly consolidated Reports on Survey & rescue operation.
3. Submit monthly consolidated Reports on center Management.

4. Instruction to the applicants

- I. The EoI Document can be downloaded from the website <http://www.puri.nic.in> up to the date and time mentioned in the EoI Notice.
- II. The Bidders are invited to submit Technical Proposal as per the given formats in separate sealed covers for the services required for the assignment.
- III. Applicants are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications. The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Applicant's risk and may result in rejection of their proposal.
- IV. The Technical Proposal should be submitted along with a refundable EMD of Rs. 10,000/- in the form of DD drawn in favour of "DSSO, Puri".
- V. The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of its Application, in providing any additional information required by DSSO, Puri to facilitate the Application process. DSSO, Puri will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the Applicant shall become the property of DSSO, Puri and may be returned at its sole discretion.
- VI. The selected bidder shall provide professional, objective, and impartial advice and at all times hold DSSO's interest paramount.
- VII. The proposals to be submitted by the Bidders should be firm and valid for a period of 180 days from the last date of submission of the proposal.
- VIII. Bidders may request clarifications on the EOI document within 7 calendar days from the date of issue of this EOI. Any request for clarification must be sent in writing, or by E-Mail.
- IX. The cost of tender paper is Rs 1000 which is not refundable.
- X. The Technical Proposal should be submitted along with a refundable EMD of Rs. 10,000/- for the category in the form of DD drawn in favour of "DSSO, Puri". (EMD of successful bidders will not be refunded)
- XI. The successful bidder should submit performance bank guarantee of Rs. 50,000/- at the time of execution of work.
- XII. The Applications must reach on or before Dt. ~~24.01.2023~~ up to 02:00 hrs. DSSO, Puri won't be responsible for any postal delays.

- XIII. At any time before the submission of Proposals, DSSO may amend the EOI by issuing an addendum. The addendum shall be a part of the original EOI and shall be uploaded in the Puri district official website.
- XIV. The Application including supporting documents shall be typed or written in indelible ink and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Applicant shall be initialed by the Authorized Signatory of the Applicant. Applicant should fill in information in prescribed formats for qualification as mentioned in the EoI Document. The Applicants shall submit all supporting documents in the format as prescribed in the EoI Document along with suggested documentary evidence with the Application.
- XV. Proposal shall be placed in a separate sealed envelope clearly marked as, **“PROPOSAL FOR OPERATION & MANAGEMENT OF NILADRI NILAY, REHABILITATION CENTER FOR TRANSGENDER.**
The envelopes containing the Proposal shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as **“PROPOSAL FOR OPERATION & MANAGEMENT OF NILADRI NILAY, REHABILITATION CENTER FOR TRANSGENDER.**
- XVI. An authorized representative of the bidders shall initial all pages of the Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- XVII. Collector, Puri reserves the right to accept or reject any or all the Applications without assigning any reason.
- XVIII. The Proposals must reach DSSO at the below mentioned address latest by Dt. ୨୫.୦୧.୨୦୨୩ till 02:00 PM.
- XIX. The proposals shall be sent by Registered Post/Courier/Speed Post. Proposals sent through facsimile, email, hand delivery is not allowed. The sealed proposals shall be addressed to
District Social Security Officer, Puri
Address: Collectorate, Puri
Phone: 9437394920
Email: dssopuri2016@gmail.com
- XX. The bidder should give a **brief presentation** of five minutes before the district selection committee to finalize the selection process.

5. Eligibility Criteria

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

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

Conditions of Eligibility			
Sl. No.	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India. Applicants should be registered under the Indian Societies Registration Act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not for profit Company under the Companies Act or the relevant state Acts for at least three years as on the Dt..... Must be registered in NITI Aayog.	- Registration Certificate - PAN Card - NITI Aayog Registration no.
2.	Applicant Turnover	The applicant should have a minimum average annual turnover of Rs 5 Lakh over the latest three Fys (FY19-20, FY20-21 & FY21-22). If the audit of the firm is not completed for the FY 2021-22, the firm has to certify the turnover for the year from the Chartered Accountant.	Audited Financial statement, Balance sheet, IT returns for last 3 years with chartered accountant certificate for consultancy turnover.

3.	Applicant's working Experience	Should have at least 3 years' working experience in Management of Community mobilization . Preference to be given for Home management Should not have any track record of contract termination of previous assignments or any adverse report of performance or blacklisted by any state Govt. / Central Govt. Organization.	Work orders/ Completion or running certificates shall be submitted. Declaration – regarding Should not have any track record of contract termination of previous assignments or any adverse report of performance or blacklisted by any state Govt./ Central Govt. Organization.
4.	Authorized Representative from applicant	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy
5.	Applicant's Capability	Must have a team of qualified professionals with expertise in handling the transgenders.	The detailed resume of the personnel.

6. Period of Execution

The initial period of contract shall be 1+1 years from the date of award of the contract. However, it can be extended based on the performance of the selected Agency. The Shelter Management Committee (SMC) will regularly supervise and assess the performance of the selected applicants.

The Shelter Management Committee (SMC) shall be headed by the Collector, Puri and shall have the following as members:

- a. Collector, Puri
- b. PD-DRDA, Puri
- c. CDMO, Puri
- d. Executive Officer, Puri Municipality, Puri
- e. DSWO, Puri
- f. DCPO
- g. DSSO, Puri

7. Evaluation and Selection

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals.

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

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

The Shelter Management Committee (SMC) will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. The decision of the Committee will be final & binding in this regard. Proposal shall be opened in the presence of Applicants' authorized representatives who intend to attend at their cost. The Applicants' authorized representatives who are present shall sign a register giving evidence of their attendance.

Proposal document shall be evaluated as per the following steps:-

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

Evaluation Criteria

Sl. No	Evaluation Criteria	Maximum marks
1	Credentials	50
1.1	The Applicant should have a turnover of Rs 5 Lakhs for the last 3 FYs. 10 marks for an average turnover of Rs 5 Lakhs and 2 marks extra for each additional Rs 5 Lakhs turnover up to a maximum of 20 marks	20
1.2*	The Applicant should have experience in working with Transgender/weaker section. 5 Marks for 3 years of experience and 1 mark extra for each additional year of experience. (Maximum 20 marks)	20
1.3*	The Applicant shall have experience of community Mobilization/skill training	10
2	Presentation before the Shelter Management Committee	50
2.1	Understanding of the assignment and work program to be exhibited. (Power Point)	20
2.2	Approach and Methodology adopted	20
2.3	Presentation and work programme in context to Puri District.	10
3	Total	100

7.1 Note to the Selected Applicant

The Selected Applicant shall be offered to run a Rehabilitation center for TGs with a capacity of 50 inmates. In case there is a need for more than 2 Rehabilitation center, then other qualified bidders shall be offered to manage them at the rate finalised with the Selected Applicant.

8. Performance Security

At the time of signing the Contract, the successful bidder shall submit a Performance Security in the form of a demand draft for Rupees Rs 50,000/- (Rupees fifty thousand only) of a scheduled nationalized bank payable at Puri, favouring the DSSO, Puri; or in the form of a Performance Bank Guarantee, from a scheduled nationalized bank with a branch in Puri, for Rupees Rs 50,000/- (Rupees fifty thousand only) with a validity of one year. The Performance Bank Guarantee will be in accordance with the pro-forma bank guarantee given in Annexure - 3

9. Default of Service

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

10. Tender Document Fee

Non-refundable Tender Document cost in shape of Demand Draft from any scheduled commercial bank in favour of DSSO, Puri payable at Puri for Rs. 1,000/- (Rupees one thousand only) is to be furnished by the bidder along with the Bid. Bid without the requisite tender Document cost shall be treated as non responsive and rejected.

11. Earnest Money Deposit (EMD)

EMD in shape of Demand Draft from any scheduled commercial bank in favour of DSSO, Puri payable at Puri for Rs.10,000/- (Rupees ten thousand only) is to be furnished by the bidder along with the Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying with any govt authority is allowed. Unsuccessful bidder's EMD will be discharged/returned within 60 days from the date of execution of the agreement between the Collector and the selected firm. No interest will be paid on EMD. The EMD may be forfeited in the following conditions: (a) If a Bidder withdraws its Bid during the period of validity of the Bid, (b) In case of a successful bidder, if the bidder fails to execute the work assigned.

12. 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.

13. Disputes

All legal disputes are subject to the jurisdiction of Puri court only.

14. Acknowledgement by Bidder

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

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

15. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, Collector 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.

The Collector 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

16. Penalty

DSSO shall deduct 1% of the work order value at each stage for delay of submission of reports beyond 3 weeks.

17. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

18. Award of Work

- a. Applicants who fulfill the minimum eligibility criteria as mentioned in the EOI shall submit their detailed proposal as per requirement of this EOI.
- b. District level committee, Puri shall evaluate all proposals and finalise the award of the Project.

19. Late Submission

Proposals received after the deadline for submission prescribed by DSSO will not be entertained and shall be rejected.

20. Modifications and Withdrawal of Proposals

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

21. Signing of Contract

- a) The DSSO, Puri will sign the contract agreement on behalf of collector, Puri. The successful bidder/s whose bid has been accepted will sign an agreement with the concerned within 7 (seven) days of issue of the order and commence programmes and services within 15 (fifteen) days from signing of contract agreement.
- b) Failure by the bidder to comply with the requirement of above mentioned clause, the offer shall be rejected and the bidder shall have no claim further.

22. Commencement of Assignment

The selected bidder shall commence the assignment within 15 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, the Collector may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same.

23. Award of Project

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

24. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected firm, it shall execute the Contract Agreement within a period of 7 days from the date of issuance of LOA. The selected bidder shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

25. Consortium

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

26. Proprietary data

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

27. Bidding Parameter

The bidding parameter shall be cost per 50 transgenders per month.

Cover Letter

(On the Letterhead of the applicant)

To:

District Social Security Officer,
Puri

Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, I/We offer to submit the EOI for the Project. I/We agree and understand that the EOI and this EOI is non-binding and noncommittal.

Further, I/we confirm that neither DSSO, Puri nor any of its associates, affiliates or its agents shall not be liable to me/us for any liability arising directly or indirectly from our participation in the EOI Process.

I/We further agree, understand and fully comprehend that DSSO, Puri may in its absolute and exclusive discretion at any time change, alter, replace, remove and/or cancel any or all part of the EOI Document or the Project. DSSO, Puri may also abandon, call-off, alter, replace, revise the Project.

Furthermore, DSSO, Puri is under no obligation or compulsion in any manner whatsoever to release or publish the EOI, it may also change or replace or cancel any or all part of the bidding process. I/We submit hereto my/our EOI as per the requirements and details specified in the EOI Document.

I/We confirm that the information contained in these submissions or any part thereof, including the appendices, and other documents and instruments delivered or to be delivered to DSSO, Puri, are true, accurate, verifiable and complete. These submissions include all information necessary to ensure that the statements therein do not in whole or in part mislead DSSO, Puri in its EOI Process.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading during the EOI Process, I/we are liable to be disqualified from the EOI Process. I/We agree for unconditional acceptance of all the terms and conditions set out in the EOI Document and also agree to abide by this EOI for a period of 180 days from the date of submission.

I/We agree that you are not bound to accept any EOI you may receive. I/We also agree that you reserve the right in absolute sense to reject all or any of the EOI received as per the EOI Document and Advertisement. It is hereby confirmed that I/We am/are entitled to act on behalf of my/our firm and empowered to submit this document as well as such other documents, which may be required in this connection.

**Bidders official Signatory/ Authorized Signatory
(With official stamp)**

Details of Applicant

(On the Letter Head of the Applicant)

- a) Name of the Agency :
- b) Name & Designation of the contact person:
- c) Address:
- d) Telephone number :
- e) E-mail address:
- f) Date of Establishment:
- g) Registration Details
(Society Registration Act'1860/Indian Trust Act'1882/ Indian Companies Act with no. & date) (enclose copies of registration certificates)
- h) Registration under the Income Tax Act 1961
(PAN number/GST No., 12 AA, 80G etc.) (Enclose copies)
- i) Registration under NITI Ayog Registration no
(enclose copies).
- j) Annual Turnover for the latest 3 FYs: Duly certified by Chartered Accountant
(2018-19 2019-20,2020-21)
- k) Activities/ programmes of the organization
(Please enclose latest annual report)
- l) Projects/ programmes under implementation (in format).

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

- m) Weather the organization is ever black listed and should not have any track record of contract termination of previous assignments or any adverse report of performance or blacklisted by any state Govt. / Central Govt. Organization or charge sheeted by any authorities? (submission of declaration as per the format A 4).
- n) Details of Bank Account.
(with branch address, account number, IFSC/ RTGS code etc.)
- o) Power of attorney in case of authorized signatory.
- p) Any other, specify

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

Bidders official Signatory/ Authorized Signatory
(With official stamp)

Undertaking

Date:-

To,
DSSO, Puri

EOI Ref. No:

Dear Sir,

In response to the EOI Reference No.datedfor EOI for "Selection of Agency for the Operation and Management of Rehabilitation centers for transgenders in Puri", as an owner/ partner/ Director of, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on _____ and should not have any track record of contract termination of previous assignments or any adverse report of performance or blacklisted by any state Govt. / Central Govt. Organization Government of India / any State Government.

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

Yours sincerely,

**Bidders official Signatory/ Authorized Signatory
(With official stamp)**

Annexure - 1

PROPOSAL SUBMISSION FORM

(On Bidder's letterhead)

To

The Collector,
Puri

Date:

Sub: Proposal against EOI for engaging Agency for operation and management of Niladri Nilay, Rehabilitation center for the transgenders in Puri.

Dear Sir,

- I. With reference to your EOI document dated _____, I/we, having examined the EOI Documents and understood their contents, hereby submits our Proposal for operation and management of Niladri Nilay, Rehabilitation center for the transgenders in Puri.
- II. The Proposal is unconditional and unqualified.
- III. All information provided in the Proposal and in the Forms & Annexure is true and correct. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
- IV. We shall make available to the DSSO any additional information it may find necessary or required to supplement or authenticate the Bid.
- V. We acknowledge the right of the Collector to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- VI. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- VII. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the DSSO.
 - B. We do not have any conflict of interest in accordance with the EOI document;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with the DSSO or any other public sector enterprise or any government, Central or State; and

- D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice,
- VIII. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the EOI document.
- IX. We declare that we have no business relationship with any other firm submitting a Proposal for the Project.
- X. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- XI. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- XII. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- XIII. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate the DSSO of the same immediately.
- XIV. We hereby irrevocably waive any right which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by DSSO in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- XV. In the event of our being declared as the successful applicant, we agree to enter into an Agreement in accordance with the draft attached in the EOI document.
- XVI. We have studied all the EOI Document carefully. We understand that except to the extent expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Collector or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
- XVII. The Assignment Fee has been quoted by us after taking into consideration all the terms and conditions stated in the EOI, draft Agreement.
- XVIII. We agree and understand that the Proposal is subject to the provisions of the EOI Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.

- XIX. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the EOI.
- XX. We agree and undertake to abide by all the terms and conditions of the EOI document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature of the Authorized signatory)
 Place: (Name and designation of the Authorized signatory)
 Name and seal of Bidder

Annexure - 2 Organisational Structure

Sl. No	Subject head/Particulars	Corresponding page number
1.	Name, address, telephone & Fax number, E-mail id of the bidder:	
2.	Registration No. (Incorporate certificate No. and Date etc. as applicable)	
3.	Name, Address, Telephone and Fax No of the Head of the Organization / Agency	
4.	Registration under income tax/ PAN/GST	
5.	Registration under NITI Aayog.	
6.	Cost of tender paper.	
7.	EMD	
8.	Year wise turnover of the Organization/ Agency over last 3 years	
9.	Applicants 1 one year working experience	
10.	Applicants 1 one year experience in community Mobilization/skill training	
11.	Detail of Bank Account	
12.	Power of Attorney	

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

Approach & Methodology

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

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

Annexure - 3

Format of Bank Guarantee

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

referred to as the "Bank") hereby undertake the following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
2. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor/Agency/Firm(s) shall have no claim against us for making such payment.
3. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that

would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

4. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
7. This guarantee shall be valid up to..... Unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged. Dated the _____ day of _____ for _____.

Signature of the Authorized Officer of the bank
Name & designation of the Officer Seal,
Name & Address of the Branch
Address of the bank

Annexure -4

DRAFT CONTRACT

THIS CONTRACT ("CONTRACT") is made on the _____ day of _____ 2019 at ----- (DSSO, Puri).

BETWEEN:

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

AND

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

WHEREAS the DSSO requires the Agency to provide the services as defined in Appendix II (the Services);

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

IT IS HEREBY AGREED between the Parties as follows:

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

Appendix 1 :- General conditions of the Contract

Appendix 2 :- Services to be provided by the Agency

Appendix 3 :- Applicable Fees and Charges payable to the Agency and accepted by the DSSO.

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

2. Commencement and Duration of the Services

The Agency shall start the Services on [insert start date] ("the Start Date") and shall complete them by [insert end date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Time of the Essence

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

For and on behalf of the Corporation

Name:

Date:

For and on behalf of Agency

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Annexure -5

Appendix I

General Conditions of Contract

1. DEFINITIONS

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

2. SEVERABILITY

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

3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between the DSSO and Agency, or DSSO's and Agency's officers, directors, partners, managers, employees or agents. The Agency, subject to this Contract, has complete charge of personnel performing the Services and shall be fully

responsible for the Services performed by it or on its behalf hereunder. The Contract shall commence on the date it is executed by the Parties.

4. DURATION OF THE CONTRACT

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

5. MODE OF PAYMENT

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

6. PENALTY FOR DEFAULT

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

7. TERMINATION OF THE CONTRACT

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

Suspension or Termination without Default of the Agency

The Collector may, at its sole discretion, suspend or terminate this Contract at any time by notifying the Agency and giving the reason(s) for such suspension or termination. Where this Contract has been so suspended or terminated the Agency shall:

- a. take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
- b. provide to the Collector, not more than 10 days after the Collector notifies the Agency of the suspension or termination of this Contract an account in writing, stating any costs due before the date of suspension or termination; Subject to the Collector's approval, such amount shall be paid to the Agency within 30 days of receipt from the Agency of an Invoice in respect of the amount due.

Suspension or Termination with Default of the Agency

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

Where this Contract is suspended and the Agency subsequently fails to remedy the dissatisfaction, the Collector may terminate this Contract forthwith. The Collector may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a. the Agency or any member of the Agency's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b. the Agency or any member of the Agency's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- c. the Agency is an individual or a partnership and at any time:
 1. becomes bankrupt; or
 2. is the subject of a receiving order or administration order; or
 3. makes any composition or arrangement with or for the benefit of the Agency's creditors; or
 4. makes any conveyance or assignment for the benefit of the Agency's creditors; or
 - a. the Agency is a company and:
 - (1st) an order is made or a resolution is passed for the winding up of the Agency; or
 - (2nd) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Agency.
 - b. the Agency is a partnership or a company and there is a Change in Control.

However, the Contract will continue if the Collector states that it has 'no objection' to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, the Agency shall without prejudice to the Collector's other remedies, which includes encashment of the Performance Bank Guarantee given by the Agency's bank, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

8. Limitation of Liability

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

10. CONFIDENTIALITY

The Agency shall treat the details of the output of the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to the DSSO or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the DSSO.

11. COMPLIANCE WITH LAWS

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

12. GOVERNING LAW AND JURISDICTION

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

13. DISPUTE RESOLUTION

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

Arbitration Procedure

Any dispute or disagreement which cannot be resolved by both Parties and any controversy, claim or dispute otherwise arising in connection with this Contract shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts. The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be Puri.

Performance during Dispute Resolution Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract, without prejudice to a final adjustment in accordance with such award.

14. WAIVER

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

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

15. MODIFICATION

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

16. NOTICES

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

17. TRANSFER OF CONTRACT

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

18. VARIATIONS

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

19. PERFORMANCE BANK GUARANTEE

The Agency has submitted to the DSSO a Performance Bank Guarantee as under:

[Details as applicable to be filled in]

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

Beneficiary: [insert complete name of Agency]

PERFORMANCE GUARANTEE No.:

Dated:

DSSO, Puri
Address

Dear Sir,

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

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

At the request of the Successful Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding [(insert amount - 10% of the value of the contract) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date. [In preparing this Guarantee, the Purchaser might consider adding the following text to the Form] We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]

Appendix II
RESPONSIBILITIES AND OBLIGATIONS OF THE Agency

The Agency shall be responsible for:

1. Provide secure in the center premises.
2. Ensure swift response and early warning systems to evacuate the center in case of any emergency
3. Ensure discharge and re-integration with their family.
4. Follow up with the rehabilitated transgenders
5. Provide Required Manpower for running the operations of the Rehabilitation center and ensure that the caretakers are adequately sensitised to the unique needs of the inmates
6. Assist the Center Management Committee in selecting and overseeing the skilling agency to ensure appropriate skill and income generation training are provided to the inmates

Appendix-III
Applicable Fees to the Agency and accepted by the DSSO

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