

OFFICE OF THE
MANIPUR URBAN DEVELOPMENT AGENCY (MUDA)
PDA COMPLEX, NORTH AOC, IMPHAL

No. 14/14/2015-MUDA

Imphal, the 12th August, 2016

REQUEST FOR PROPOSAL (2ND INVITATION)

The Manipur Urban Development Agency (MUDA), functioning under Municipal Administration Housing and Urban Development (MAHUD), Government of Manipur, intends to select an agency for setting up and operating a Project Management Unit (PMU) for implementation of Swachh Bharat Mission (SBM) in the urban areas of Manipur. The objective is to monitor and assess the implementation of SBM (U) at State Level and tender advice to the Urban Local Bodies by providing manpower support to MUDA. The PMU is expected to operate between 2016-2019 under the overall supervision and guidance of the State Mission Director, Swachh Bharat Mission (Urban) and Secretary (MUDA), Manipur. The PMU would be positioned either in the office of the State Mission Director or in the office of MUDA. The scope of work, instruction to the agencies, eligibility criteria and prescribed format etc. may be downloaded from the website <http://manipur.gov.in> and www.muda.mn.gov.in

The proposal complete in every respect may be delivered to the undersigned by Post/Courier/Registered Post or through special messenger on or before 15.00 hrs of 03.09.2016 in a sealed envelope super scribed with "PMU-Project Management Unit under Swachh Bharat Mission (Urban)". Submission of proposal through other mode will not be accepted. Documents received after the above mentioned date will not be entertained. MUDA will not be responsible for any delay/postal delay or bids lost/damaged in transit in receiving the proposal



(N. Gitkumar Singh)
Member Secretary, MUDA

In case of queries and clarification on the above, please contact:

The Secretary,
Manipur Urban Development Agency (MUDA)
PDA Complex, North AOC, Imphal - 795001
E-mail: mudamanipur@gmail.com

MANIPUR URBAN DEVELOPMENT AGENCY (MUDA), IMPHAL

REQUEST FOR PROPOSAL (RFP)

for

short listing / selection of Agencies as service provider for procurement of experts to deploy them at State level for Project Management Unit under Swachh Bharat Mission(Urban)

**Manipur Urban Development Agency (MUDA)
PDA COMPLEX, NORTH AOC, IMPHAL- 795001
Email: mudamanipur@gmail.com**

August, 2016

BIDDERS DATA SHEET

No.	Particular	Details
1.	Name of the Client inviting RFP	Secretary, Manipur Urban Development Agency (MUDA)
2.	Name of the Assignment	Establishment of Project Management Unit under SBM (U)
3.	Date of Issue of RFP	Dt. 12.08.2016
4.	Last date of receiving queries	Dt. 30.08.2016
5.	Last date and time for receipt of RFP	Dt. 03.09.2016 up to 3:00 PM
6.	Date and time of opening of Technical Proposal	Dt. 03.09.2016 at 3:30 PM
7.	Opening of Financial Bids	Bid due date to be specified later.
10.	Validity of Bids	90 days
11.	LOA (Letter of Award) and signing of Concession Agreement	Within 30 days of award of LOA.
12.	Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rupees One Lakh) only in the form of Demand Draft (Refundable) from any of the Nationalized Bank or Scheduled Commercial Bank in favour of the Secretary, MUDA payable at Imphal to be submitted along with the proposal.
13.	Tender Fee	Rs 10,000/- (Rupees ten thousand only) in the form of Demand Draft (non-refundable) from any of the Nationalized Bank or Scheduled Bank in favour of the Secretary, MUDA payable at Imphal to be submitted along with the proposal.
14.	Name of the Contact Officer	The Secretary, Manipur Urban Development Agency PDA Complex, North AOC, Imphal - 795001 E-mail: mudamanipur@gmail.com
15.	Address for Submission of Proposal	The Secretary, Manipur Urban Development Agency PDA Complex, North AOC, Imphal - 795001 E-mail: mudamanipur@gmail.com (Bidders are requested to submit their proposal through Speed Post / Registered Post / Courier or through special messenger. Submission of proposal through other mode will not be accepted).

Note: Bidders are requested to download the RFP Document and other details from the website:
<http://manipur.gov.in> and www.muda.mn.gov.in

1. DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Eligible Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP.

Information provided in this RFP to the Eligible Bidders(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors, make no representation or warranty and shall have no liability to any person, including an Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP. MUDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The Applicant shall bear all its cost associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Selection Process.

2. BACKGROUND

The Manipur Urban Development Agency (MUDA), functioning under Municipal Administration, Housing & Urban Development (MAHUD), Government of Manipur, intends to setup a Project Management Unit (PMU) at state level to provide focused support for the implementation of Swachh Bharat Mission (Urban). The PMU would operate under the overall supervision and guidance of the State Mission Director, Manipur.

3. ABOUT SWACHH BHARAT MISSION (SBM) URBAN

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of the President of India in his address to the Joint Session of Parliament on 9th June, 2014:

“We must not tolerate the indignity of homes without toilets and public spaces littered with garbage. For ensuring hygiene, waste management and sanitation across the nation, a “Swachh Bharat Mission” will be launched. This will be our tribute to Mahatma Gandhi on his 150th birth anniversary to be celebrated in the year 2019”.

The objectives of the Mission can be broadly categorized as:

1. Elimination of open defecation
2. Eradication of Manual Scavenging
3. Modern and Scientific Municipal Solid Waste Management
4. To effect behavioral change regarding healthy sanitation practices
5. Generate awareness about sanitation and its linkage with public health
6. Capacity augmentation for ULBs
7. To create an enabling environment for private sector participation in Capex (Capital Expenditure) and Opex (Operation and Maintenance).

The Mission comprises of six components which are:

1. Household toilets including conversion of insanitary latrines into pour flush latrines
2. Community toilets
3. Public toilets
4. Solid Waste Management
5. IEC & Public Awareness
6. Capacity building and Administrative & Office Expenses (A&OE).

The Swachh Bharat Mission (SBM) Urban will have a three-tier mission management structure for implementation of the programme. A National Advisory and Review Committee (NARC) headed by the Secretary, M/o UD and comprising representatives of relevant line ministries will be responsible for overall monitoring and supervision of SBM (Urban) in addition to other important functions. The SBM National Mission Directorate will be headed by a National Mission Director not below the rank of a Joint Secretary to the Government of India. At the State level, a High Powered Committee (HPC) under the chairpersonship of the State's Chief Secretary and with members drawn from concerned departments shall be responsible for the management of SBM (Urban) at the State. State Mission Directorate will be headed by a State Mission Director at the state level. At the ULB level, active participation of the Ward Committees, Area Sabhas, Resident Welfare Associations, NGOs and Civil Society Groups will be elicited during implementation of SBM (U) as the Mission is envisaged as People's movement (Jana Andolan) for ensuring hygiene, waste management and sanitation.

4. ABOUT PROJECTMANAGEMENT UNIT(PMU)

The Project Management Unit (PMU) is to be set up on outsource basis. The PMU will monitor and assess the implementation of SBM at State Level and tender advice whenever required, if requested by concerned Urban Local Bodies. The PMU will report to the State Mission Director. The PMU will also assist Manipur Urban Development Agency (MUDA) in discharging its roles and responsibilities assigned as per SBM guidelines. It will provide the requisite technical and managerial support to the State Mission Director and MUDA to ensure effective implementation of the programme at State Level.

5. SCOPE OF WORK

MUDA will hire the services of an agency that will undertake the requisite deployment of professional staff to perform the role of the PMU at State level. The selected agency will accordingly place the technical experts at PMU to support the implementation of SBM. This PMU will be housed at State Mission Director's office.

5.1 The selected agency will be responsible for deploying 3 (Three) technical experts and 2 (two) Support Staffs, the details of which are given below:

Sl. No	Required Experts/ Staffs	Number of Posts
1	IEC Expert	1
2	MIS Expert	1
3	Sanitation Expert	1
4	Support Staff	2

5.2 Terms of Reference (ToR) for each technical expert positioned at PMU including qualification and experience is provided in **Annexure A**. However, the job description provided is indicative in nature and may change as per the requirement of the Swachh Bharat Mission (Urban).

5.3 The technical experts and the support staffs deployed by the selected agency for the PMU will be dedicated fulltime staff and will be stationed at Imphal. The day to day work of the technical experts and support staffs will be assigned by the State Mission Director or any other officer designated by the Mission

Director, Manipur for this purpose. All the monitoring and reporting aspects of the technical experts/ staffs will be under the control and supervision of the State Mission Director).

5.4 The selected agency will provide the services of only those experts who fulfill the eligibility criteria prescribed. MUDA will conduct one to one discussions with the experts provided by the selected agency to ensure suitability of the technical experts. MUDA has right to reject the list of experts provided by the agency in case they are not found suitable as per criteria.

6. PAYMENT AND WORKING ARRANGEMENTS TO TECHNICAL EXPERTS

6.1 REMUNERATION

- i. The agency will be paid maximum of Rs. 50,000/-per month for the three PMU Technical Experts and Rs. 15,000/- per month for the two Support Staffs. In addition, agency may be paid TA & DA for technical experts as per the State Government norms for travels outside the state.
- ii. No additional payment for insurance cover, EPF etc. will be paid to the agency.
- iii. No separate management fee will be provided to the agency.
- iv. The bidder may be subject to taxes such as value added or sales tax, service tax etc. on amounts payable by MUDA under the contract.

6.2 WORKING TIME

6 days a week and follow Government of Manipur working time.

7. DELIVERABLES BY THE AGENCY

The agency is responsible for the following deliverables apart from the job descriptions mentioned:

- i. Provide technical experts for 1 year, which may be extended for more years on the basis of satisfactory performance.
- ii. To keep the technical experts in position by the date mentioned in the RFP.
- iii. To provide suitable replacement within 30 days, in case any of the technical experts leaves the job. Beyond that period, the agency will be charged a fine of ₹ 3,000/- per vacancy per day.

8. EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting to ₹ 1,00,000/- (Rupees one lakh) only. The EMD shall be in the form of Demand Draft from any of the Nationalized Bank or Scheduled Commercial Bank in favour of the Secretary, MUDA payable at Imphal. The EMD of unsuccessful bidder shall be refunded without any interest after finalization of the successful party by MUDA. EMD of the successful bidder will be retained as performance security under the Concession Agreement. The Earnest Money will be forfeited on account of one or more of the following reasons:

- Bidder withdraws its proposal during the selection process
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or to have submitted false information in support of its qualification.
- If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect.
- If the successful bidder fails to execute the assignment agreement within the stipulated time or any extension thereof provided by MUDA.
- The EMD of the successful bidder will be retained by MUDA as performance guarantee and the same will be refunded without interest to the successful agency after satisfactory completion of the services.

9. TENDER FEE

The bidder shall also furnish, as part of the Technical Proposal, non-refundable Tender Fee amounting to Rs. 10,000/- (Rupees ten thousand) only in the form of Demand Draft from any of the Nationalized Bank or Scheduled Commercial Bank in favour of the Secretary, MUDA payable at Imphal.

10. VALIDITY OF PROPOSAL

Proposals shall remain valid for a period of 90 (Ninety) days from the date of opening of the technical proposal. MUDA reserves rights to reject a proposal valid for a shorter period as non-responsive. Secretary, MUDA will make the best efforts to finalization of the selection process within this period. In case of selection and assignment of work, the consideration shall not be changed for four years thereafter. Any proposal which is valid for a shorter period shall be rejected as non-responsive.

11. SUBMISSION OF PROPOSAL

Bidders shall submit their proposals through Registered Post / Speed Post/ Courier or through special messenger at the office address on or before the last date and time for receipt of proposals mentioned in **Bidders Data Sheet**. MUDA will not be responsible for any delay / postal delay in receiving of the proposal.

The **Technical Proposal** must be submitted in a sealed envelope (with marking in bold letter). The sealed envelope super scribed as “**Technical Proposal – Project Management Unit under SBM**” should include the required information and documents duly signed in each page by the authorized representative of the bidder.

The **Financial Proposal** envelope cover shall be sealed and super scribed with the name of work as “**Financial Proposal - Project Management Unit under SBM**” along with the information required as per the formats given in the RFP document.

Both envelopes (Technical & Financial Proposals) should be placed in a sealed mother envelope super scribed with “**RFP - Project Management Unit under SBM**”

12. MINIMUM ELIGIBILITY/QUALIFYING CRITERIA FORTHESUBMISSION OF RFPBY THE AGENCIES

Following are the essential qualifying criteria for agency to qualify for the assignment:

1. The eligible bidder is an institute of repute/**company**/consultancy firm having experience of successfully executing in the operation of PMU /PMC /SLTCs/ PIU/ CLTC/ PMC/ TPIMA/IRMA etc. of schemes implemented by the Ministry of Urban Development and Ministry of Housing & Urban Poverty Alleviation, Government of India or projects implemented by a state government on a State wide scale in the past.
2. Agency should have minimum annual average turnover of Rs.100.00 lakhs for last 3 financial years i.e., 2013-2014, 2014-2015 & 2015-2016. Audited balance sheet and profit & loss a/c should be furnished along with proposal in the prescribed format at Annexure-B.
3. The agency should not have been blacklisted by any State Government, Central Government or any other public sector undertaking or a corporation as on the date of RFP. An undertaking to this effect should be submitted.

13. DOCUMENTS TO BESUBMITTED AS PART OF RFP

The interested bidders have to furnish the attested copies of requisite documents and other statutory instruments along with their technical proposal:

- i. Covering letter on bidder's letterhead requesting to participate in the selection process.
- ii. Copy of certificate of Company Registration/Firm.
- iii. Memorandum and Articles of Association of the agency
- iv. Profile of the organization-scope of work, type of services, key achievements, details of awards or recognition won etc., if any
- v. Curriculum Vitae (CV)of Senior Management (Maximumof3members)
- vi. Earnest Money Deposit (EMD) as applicable.

- vii. Tender fees as applicable.
- viii. Audited annual statements of income and expenditure for the last 3 financial years certified by Chartered Accountant (Balance Sheet and P&L account).
- ix. Declaration statement by the agency on letter head (about not blacklisting by government agencies)
- x. Authorization letter /power of Attorney in favour of the person signing the proposal documents on behalf of the bidder. All the proposals should be duly signed and sealed by the authorized person on behalf of the bidder.
- xi. Copy of work orders undertaken by the agency and any other documents required in support of evaluation as mentioned in PARA 14(I) & (II) of this document.

(Note- All above document should be attested by the authorized signatory with name, designation & seal of the agency).

14.EVALUATION OF TECHNICAL PROPOSALS

Technical proposal of all the Applicants will be evaluated based on the appropriate marking system. The categories for marking and their respective weightage are as under:

No.	Criteria	Weightage (marks)	Evaluation Criteria
I. Past Experience of agency			
1	Number of years in existence	15	2 to 3 Years -07 Marks 3 to 5 Years -10 Marks Above 5 Years-15 Marks
2	Past experience of the agency in operation of PMU/PMC/SLTCs/PIU/CLTC/PMC/TPIMA/IRMA etc. of schemes implemented by the Ministry of Urban Development, Ministry of Housing & Urban Poverty Alleviation, Government of India or projects implemented by a state government on a State wide scale in the past. + Or project implementation by a state Government on a State wide in the past	10	For 1 Scheme - 5 Marks For more than 1 - 10 Marks
3	Experience in handling projects of the North Eastern States	15	1 to 2 Crore -10 Marks Above 2 Crore -15 Marks
4	Local Experience	10	Agencies who has already worked in Manipur would be considered as an additional qualification
II. Experience of Senior Management (maximum of 3 members)			
5	Relevant experience of Senior Management (3 members) of agency Experience (10) & Qualification (15)	25	5 to 10 Years -05 Marks 10 to 15 Years - 07 Marks Above 15 Years - 10 Marks PhD -15 Marks MBA/ PG -10 Marks Graduate- 05 Marks
6	Experience in other consultancy	10	
III. Financial Performance of agency			
7	Latest audited turnover	15	0.5 to 1 Crore - 05Marks 1 to 5 Crore -10 Marks Above 5 Crores -15 Marks
	Total weightage	100	

15. SHORTLISTING OF CONSULTANTS

The selection will follow quality and cost based selection (QCBs). Only those Applicants whose technical proposals score minimum **50%** marks on the criteria will be shortlisted for opening of Financial Bid. The date and time for opening of the Financial Bid will be notified to the shortlisted agencies.

16. FINANCIAL EVALUATION CRITERIA

The price bids in the prescribed format (**Annexure-c**) of technically qualified bidders will only be opened for financial evaluation. The price bid where salary component offered is more than the maximum salary admissible for setting up PMU under SBM will be rejected.

The successful bidder shall be the one offering the lowest price. However, if more than one bidder offers the same lowest price, in such case bidder having higher technical score shall be the successful bidder.

17. TERMS AND CONDITIONS

17.1 Amendments to the RFP

At any time before submission of proposals, MUDA may amend the RFP by issuing an addendum through webhosting on the website <http://manipur.gov.in> and www.muda.mn.gov.in

The bidders are required to check the given web site <http://manipur.gov.in> for Addendum, if any, before 48 hours of tender submission date and time. The bidders who quote the tender without attaching the addendum will be rejected.

To give bidders reasonable time in which to take an addendum into account in preparing their proposals, MUDA may, at its discretion, extend the dateline for submission of the proposals.

17.2 LANGUAGE OF RFP

The RFP and all correspondence and documents related to RFP exchanged by the agency should be in English.

17.3 DISQUALIFICATION OF RFP

The RFP submitted by agency is liable to be disqualified if

- i. Not submitted in accordance with the RFP document
- ii. RFP received in incomplete form
- iii. RFP received after due date and time
- v. RFP not accompanied by all requisite documents

17.4 MUDA RESERVE THE RIGHT TO THE FOLLOWING

- i. Reject any or all proposals received in response to the RFP without giving any reason whatsoever
- ii. Extend the time for submission of RFP

18. CLARIFICATION ON PROVISIONS OF THE RFP DOCUMENT

Interested bidders may seek clarification on any of the provisions in the RFP document through e-mail to mudamanipur@gmail.com addressed to Secretary (MUDA). Such request for clarification shall be entertained up to 30.08.2016. Response to all clarifications received through e-mail shall be mailed back to the concerned bidder only.

19. AWARD OF CONTRACT NOTIFICATION

Prior to expiration of the proposal validity period, MUDA shall notify the successful bidder in writing that its proposal has been accepted. At the same time, MUDA shall notify all other bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

20. NEGOTIATIONS/CLARIFICATIONS

The successful bidder may be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a contract.

21. CONTRACT PERIOD

The initial contract will be for 12 months from the date of signing of the agreement. Depending on the annual performance review of the agency and available budget, the contract can be extended further on 12 monthly by mutual agreement till 2nd October, 2019.

22. SIGNING OF CONTRACTS

- I. After notification, MUDA shall communicate to the successful bidder to sign the contract at **Annexure - D**.
- II. Pursuant to negotiations, the successful bidder shall sign, date and return the contract along with necessary supporting documents to MUDA.
- III. All formalities of negotiation and signing of contract will be completed within 30 (thirty) days of notification of award.

23. COMMENCEMENT OF ASSIGNMENT

The selected agency shall commence the services within 30 days from the date of signing of the Agreement. If the selected agency fails to commence the PMU as specified herein, MUDA may, unless it consents to extension of time thereof forfeit the Earnest Money deposit and appropriate the same.

24. SUBSTITUTION OF KEY PERSONNEL

MUDA will not normally consider any request of the applicant for substitution of personnel after signing of the consultancy agreement. Substitution will, however, be permitted if the personnel is not available for any extreme exigency subject to equally or better qualified and experienced personnel being provided to the satisfaction of MUDA. In case of substitution, MUDA reserves the right to examine the new personnel proposed to be provided as replacement.

MUDA, if required may ask for replacement of any personnel in case of non-satisfactory performance. In such case, concerned personnel shall be replaced within 30 days by the selected agency.

It shall be the responsibility of the agency to ensure that all the experts are paid their salary/fee on or before 5th day of every succeeding month. For the period of absence by an expert for more than 21 days, the firm will not claim the remuneration against the expert concerned for the said period i.e., for the period beyond 21 days of absence or non-engagement of the expert.

25. TERMINATION OF CONTRACT

Immediate termination of Technical Experts can be taken up by MUDA in case of breach of trust/severe misconduct/non-performance etc by giving 1 (one) month notice otherwise either party i.e., MUDA and selected Agency, can only terminate the agreement by giving 3 months written notice.

Details of the Technical Experts to be positioned at PMU

A. Terms of Reference (ToR) for PMU positions

I. Scope of work

The person selected for these positions will assist the MUDA in operation of the respective components of SBM at the state level. The position is a contractual engagement, initially for one year. Renewal of contract is done every year based on performance appraisal. The incumbent will directly report to the Secretary (MUDA). S/he will work closely with and support the teams at the city level responsible for respective component of SBM. The person will need to travel extensively to different cities of the state. The person should have good command on writing and speaking both English and the regional language. Project Management Unit (PMU) requires the services of one IEC Expert

Educational Qualifications, Experience and Competencies

1	IEC Expert	Degree in Mass Communication with minimum 3 years of Experience	The person should have worked in close association with the media houses at Manipur and should have good organizational skills.
2	MIS Expert	B. Tech in IT/ Computer Science/Electronics with minimum 3 years of experience	The person should have, in addition to the above mentioned competencies, very good documentation skills and should be very good at preparation of reports; Proficient with Project Management software; Database Management systems; website development and management
3	Sanitation Expert	B.Tech/M.Tech in Civil Engineering/ Environmental Engineering/ Public Health with minimum 3 years of experience	The person should have good knowledge of Municipal Solid Waste systems, community and public toilets, bio digestors etc.
4	Support Staff	Minimum graduate	The person should be conversant with MS office

II. Key Responsibility Areas

- i. Prepare work plan for monitoring the implementation of SBM (U) at the State.
- ii. Responsible for ensuring proper implementation of MIS at the state level, compilation of information across the cities and submission of the same to the national level
- iii. Undertake field visit to cities /ULB's for real time monitoring of the mission
- iv. Ensure timely information is submitted by ULB's for accessing the percolation of the mission at grass root level.
- v. Responsible for providing need based Technical Assistance to the Urban Local Bodies
- vi. Support capacity building of ULBs within or across the states in implementation of SBM (U). She/ he will also oversee the development of capacity building modules.
- vii. To conduct training of ULBs as and when required.
- viii. Ensure adherence to all monitoring and reporting systems like baseline study, MPRs, Process documentation etc.
- ix. Work closely with other State Mission Managers at the state level for successful monitoring of SBM (U)
- x. Perform any other related tasks assigned by the State Mission Director.

Financial Standing (Annual Turnover)

Certificate from the Statutory Auditor regarding the Average annual turnover of the organization is Rs.lakhs for the last 3 financial year ending of month 31st March 2016. Based on its books of accounts and other published information authenticated by it, this is to certify that..... (Name of the Bidder) had, over the last three Financial Years, a Total turnover of the organization is Rs.Lakhs as per year-wise details noted below:

Financial Year ending 31st March	Total Turnover (In Rs. Lakhs)
2013-14:	
2014-15:	
2015-16:	
Total	
Average Annual Turnover	

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:

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

Date:

Note: Please provide certified copies of Audited Financial Statements of the organization/agency for over the last three Financial Years.

PRESCRIBED FORMAT FOR SUBMISSION OF FINANCIAL BID

The bidder shall provide financial offer in the following format on bidder's letterhead duly signed and sealed by the authorized person on behalf of the bidder:

Sl. No	DESIGNATION OF THE SPECIALIST	SALARY OFFERED PER MONTH (in Rs)	TOTAL SALARY PER ANNUM (in Rs)
1	IEC Expert		
2	MIS Expert		
3	Sanitation Expert		
4	Support Staff - 1		
5	Support Staff - 2		

Note:

1. Service Tax as applicable is included in the fee quoted above.
2. Fee quoted above shall remain fixed till completion of the contract.

Authorised Signature:
Name and title of Signatory:
Name of Firm:
Address:

DRAFT AGREEMENT

THIS AGREEMENT IS MADE ON this day of, 2016 at Imphal, Manipur.

BETWEEN

The Secretary, Manipur Urban Development Agency having its office at PDA Complex, North AOC, Imphal (Hereinafter referred to as the "FIRST PARTY") which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, of one part,

AND

(Name of the organisation), a company having its registered address at (address of the consultant) represented through its authorised representative (hereinafter referred to as the "Consultant" 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

WHEREAS:

- A.** The Swachh Bharat Mission (Urban) aims to ensure hygiene, waste management and sanitation by elimination of open defecation, eradication of manual scavenging, modern and scientific waste management, bringing behaviour change regarding healthy sanitation practices, Capacity building of Urban Local Bodies, awareness generation and creating an enabling environment for private sector participation in Capex (Capital Expenditure) and Opex (Operation and Maintenance).

To achieve all these, the following strategies have been adopted:

- i. Providing financial incentives for construction of Individual Household Latrines
- ii. Providing viability gap funding for construction of Community toilets
- iii. Construction of public toilets
- iv. Ensure proper solid waste management with provision of viability gap funding
- v. IEC and Public awareness
- vi. Capacity building activities

- B.** In order to achieve the above objective, the MUDA had advertised the "Request for Proposal" for procuring the services of a consulting firm for assisting State Mission Director, SBM (Urban) with 3 (three) experts and 2 (two) support staffs as per details given in the RFP document.

The overall responsibilities of the PMU will include, but not be limited to, the following:

- i. Prepare work plan for monitoring the implementation of SBM (U) at the State.
- ii. Responsible for ensuring proper implementation of MIS at the state level, compilation of information across the cities and submission of the same to the national level
- iii. Undertake field visit to cities /ULB's for real time monitoring of the mission
- iv. Ensure timely information is submitted by ULB's for accessing the percolation of the mission at grass root level.
- v. Responsible for providing need based Technical Assistance to the Urban Local Bodies
- vi. Support capacity building of ULBs within or across the states in implementation of SBM (U). She/ he will also oversee the development of capacity building modules.

- vii. To organize State level capacity building programmes, workshops, seminars and cross-learning visits etc. of key government staff as well as technical experts involved in implementation of PMU at National, State and ULB levels
- viii. Ensure adherence to all monitoring and reporting systems like baseline study, MPRs, Process documentation etc.
- ix. Work closely with other State Mission Managers at the state level for successful monitoring of SBM (U)
- x. Perform any other related tasks assigned by the State Mission Director, SBM(U)

C. In response to the Request for Proposal under the above RFP, several proposals were received and after evaluating the same, the Proposal submitted by the Agency has been accepted and the Letter of Award No. 14/14/2015-MUDA dated 00/00/2016 was issued by MUDA;

D. The Consultant covenants to undertake the Assignment of providing 3 (three) experts and 2 (two) support staffs to Project Management Unit at the office of State Mission Director, SBM (Urban) and MUDA, Imphal, as set forth in the Terms of Reference (RFP document and *Appendix I & II*) and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;

E. In consideration thereof, the MUDA shall pay the Consultant fee of Rs-----/-(Rupees ----- only), hereinafter referred to as the "Fee" as in *Appendix III* and shall perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;

F. MUDA hereby appoints the Second Party as the Consultant on the conditions laid down in the Agreement and each and every condition of the following documents forms an integral part of the Agreement.

1.	Appendix-I	General Conditions of Contract
2.	Appendix-II	Roles, Responsibilities and Broad Scope of Service of the Agency
3.	Appendix-III	Applicable Fees and charges payable to the Agency

G. The Agency after going through the aforesaid conditions and understanding the consequences thereof and being agreed to all details of the conditions in this Agreement and the documents/appendix attached hereto accepts the appointment.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

For and on behalf of MUDA

For and on behalf of Agency

(Signature)

(Signature)

Name
Designation
(Seal)

Name
Designation
(Seal)

Witness

Witness

GENERAL CONDITIONS OF CONTRACT

1. ENTIRE AGREEMENT

This Agreement, including any Exhibits and any Appendices thereto, constitutes an integral part of the entire Agreement between the first party and Agency. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and

2. SEVERABILITY

If any paragraph, part, term or provision of this Agreement 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 Agreement shall not be affected thereby but shall remain in full force and effect.

3. RELATION BETWEEN TWO PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between MUDA and Agency, or City Authority's and Consultant's officers, directors, partners, managers, employee or agents. The Agency, subject to this Agreement, 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 Agreement shall commence on the date it is executed by the Parties.

4. DURATION OF CONTRACT

The initial contract will be for 12 months from the date of signing of the agreement. Depending on the annual performance review of the agency and available budget, the contract can be extended further on 12 monthly basis by mutual agreement till 2nd October, 2019.

5. MODE OF PAYMENT

The Agency Fee shall be paid every month on the invoice raised by the Agency. The payment shall be released within 15 days of submission of such invoice. However, the first monthly fees shall be paid one month after the deployment of the staff at MUDA.

In case of unsatisfactory performance or inordinate delay of work in a particular month by the consultant, MUDA reserves the right to impound a portion of monthly Agency fee, not exceeding 10% of the monthly fees. The fees shall be paid, subject to deployment of the experts indicated at the RFP document and their regular attendance (excluding public holidays declared by Govt. of Manipur).

The fees shall be inclusive of the Remuneration expenses of all the experts as detailed in Appendix III. It shall be inclusive of applicable service tax and, out of pocket expenses which may be incurred by the Consultant towards travel within the state/city area. Any taxes or statutory levies shown separately on the invoice shall be paid by the consultant. Unless otherwise directed in writing, all invoices shall be submitted for payment to the State Mission Director. MUDA shall, at its cost and expense, on the recommendation of state Mission Director provide to the PMU staff the facilities such as suitable work-place / office, furniture and fittings within the designated office. All expenditures in this regard shall be met from the SBM Account.

MUDA shall not be responsible for providing any insurance cover and the consultant shall be responsible for arranging any cover e.g., insurance cover, EPF etc., that may be required for the performance of this agreement. Further, no separate management fee will be provided to the Agency.

6. WORKING HOURS AND LEAVE

- i. The experts with the PMU are supposed to attend the designated office of the PMU regularly from Monday to Saturday in the timings decided by Government of Manipur and may be required to work beyond normal working hours as per the requirement.
- ii. All leave applications are to be addressed to the Secretary (MUDA) who would be the authority with the discretion of granting leaves. The Secretary (MUDA) has the authority to cancel holidays during which the service of the expert is urgently required.
- iii. The experts will be entitled for 15 (fifteen) days Leave (including sick leave) in a Year. This is in addition to National holidays observed by MUDA.

7. PENALTY FOR DEFAULT

In the event of total default / failure by the Agency in providing Services, MUDA reserves the right to get the Services executed by any other Agency at the cost and risk of the Second Party.

8. SUBSTITUTION OF KEY PERSONNEL

MUDA will not normally consider any request of the applicant for substitution of personnel after signing of the consultancy agreement. Substitution will, however, be permitted if the personnel is not available for any extreme exigency subject to equally or better qualified and experienced personnel being provided to the satisfaction of MUDA. In case of substitution, MUDA reserves the right to examine the new personnel proposed to be provided as replacement.

MUDA, if required may ask for replacement of any personnel in case of non-satisfactory performance. In such case, concerned personnel shall be replaced within 30 days by the selected agency.

It shall be the responsibility of the agency to ensure that all the experts are paid their salary/fee on or before 5th day of every succeeding month. For the period of absence by an expert for more than 21 days, the firm will not claim the remuneration against the expert concerned for the said period i.e., for the period beyond 21 days of absence or non-engagement of the expert.

9. TERMINATION OF CONTRACT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier. MUDA shall have right to review the performance of the PMU and, if it is not desirous of continuation of the Services of the PMU on ground of unsatisfactory performance or breach of any term or condition of the contract, breach of trust/ severe misconduct, it may terminate the Agreement by giving notice of 30 days or by giving one month remuneration and providing reasonable opportunity to the Agency to be heard, in case prayed for; within the notice period. The Agency may terminate the Agreement by giving the termination notice of 3 (three) months in advance. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

10. OBLIGATION OF THE AGENCY

The Agency shall:

- i. Deploy member of the PMU personnel within 30 days of signing of Agreement and if it fails to commence as specified herein, may, unless it consents to extension of time may forfeit the Earnest Money Deposit;
- ii. Provide the Services as set out in Appendix II;
- iii. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- iv. Be bound to comply with any written direction of MUDA to reasonably vary the scope, sequence of timing of the Services.

11. INDEMNIFICATION

Consultant shall indemnify, defend and hold MUDA/ City Authority harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against SBM Mission

Directorate/ City Authority by reason of or arising out of Agency's, gross negligence or wilful misconduct with respect to Agency's duties and activities within the scope of this Agreement.

12. CONFIDENTIALITY

The Agency shall treat the details of the output of the Assignment and 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 MUDA/ City Authority or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of MUDA/ City Authority.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Union of India. The Courts of Imphal shall have jurisdiction over all matters arising out of or relating to this Agreement.

14. DISPUTE RESOLUTION

14.1 AMICABLE SOLUTION

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

14.2 ARBITRATION PROCEEDURE

Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Secretary, Municipal Administration, Housing & Urban Development (MAHUD), Government of Manipur, who himself shall act as the sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996("Arbitration Act"). For all purposes, the Civil Court, Imphal, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

14.3 PLACE OF ARBITRATION

The place of Arbitration shall be at Imphal only.

14.4 ENGLISH LANGUAGE

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in the English language and, if oral hearings take place, the English language shall be used in all such hearings.

14.5 NOTICES

Unless otherwise stated, notices to be given under this Agreement including, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, speed post, registered post, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

15. AMENDMENTS

The provisions of this Agreement may be amended or supplemented only by means of a supplementary agreement signed by either the parties or their duly authorised representatives.

This Agreement is personal between MUDA and the Agency and neither may sell, assign or transfer any duties, rights or interest created under this agreement without the prior consent of the other.

ROLES, RESPONSIBILITIES AND BROAD SCOPE OF WORK OF THE AGENCY

The Agency shall be responsible for providing manpower as required for formation of the PMU at MUDA, Imphal. The Agency shall also act as an extended arm of MUDA for providing wholesome support for implementing the SBM (Urban).

The broad based scope of work by the Agency for PMU at MUDA, Imphal shall be:

1. Facilitate MUDA/ SBM Directorate in implementation of the guidelines prescribed by SBM(U)
2. Support the resource agencies in capacity building/ sensitization of PMU.
3. Responsible for providing need based Technical Assistance to the Urban Local Bodies.
4. Travel to SBM towns for monitoring the implementation of SBM(U) and provide key observations
5. Ensure MIS & ME frameworks are made available to the ULBs implementing SBM(U)
6. Develop overall action plan for implementation of MIS & ME components of SBM(U)
7. Facilitate ULBs and ensure proper implementation of MIS at the state level, compilation of Information across the cities and submission of the same to the national level
8. Undertake field visits to States/ULBs for real time monitoring of the scheme
9. Facilitate State to ensure entire gamut of information and reporting systems like baseline study, MPRs, Process documentation etc.,
10. Report on MIS & ME components to National Mission Director, SBM(U)
11. Perform any other related tasks assigned by the State Mission Director/MUDA.

APPLICABLE FEES AND CHARGES PAYABLE TO THE AGENCY

1. FEES

Manipur Urban Development Agency (MUDA) shall pay the Agency a fee of Rs -----/- (Rupees ----- only), inclusive of all applicable taxes (i.e. service tax, educational cess etc), per month from the date of deployment of the Agency's personnel at the following rates:

No.	SPECIALIST/ SUPPORT STAFF	NO. OF POST	SALARY PER MONTH/ EXPERT	MONTHS	AMOUNT (in Rs)
1	IEC Expert	1		12	
2	MIS Expert	1		12	
3	Sanitation Expert	1		12	
4	Support Staff	2		12	
TOTAL FOR 1 (ONE) YEAR					

2. OTHER FEES

Other Charges, as laid out in Appendix I, Clause 5, as and when necessary, shall be payable by MUDA to the Agency.