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

No. 8/22/2015-MUDA

Imphal, the 12th August, 2016

REQUEST FOR PROPOSAL (3rd INVITATION)

The Manipur Urban Development Agency (MUDA), Imphal invites RFP afresh (3rd invitation) to select an agency for setting up and operating a State Mission Management Unit (SMMU), three City Mission Management Units (CMMU) and fill in the post of 19 Community Organisers, one each at Bishnupur, Lilong Thoubal, Kakching Khunou, Yairipok, Kumbi, Wangoi, Kwakta, Wangjing Lamding, Shikhong Sekmai, Sugnu, Lamli Municipal Councils and Samurou, Thongkhong Laxmi, Lilong (IW), Andro, Lamsang, Oinam, Sekmai and Heirok Nagar Panchayats for implementation of Deendayal Antyodaya Yojana - National Urban Livelihoods Mission (DAY-NULM). The objective is to manage, coordinate and monitor the implementation of DAY-NULM by providing manpower support to MUDA. The SMMU would be positioned in the office of MUDA, Imphal and the CMMU at the District Head Quarters of Imphal, Thoubal and Bishnupur Districts. 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 superscribed with "RFP - State Mission Management Unit/City Mission Management Unit under DAY-NULM". 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)
State Mission Director (SULM) &
Member Secretary, MUDA

In case of queries and clarification on the above, please contact:
The Deputy 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 HR Agencies as service provider (for procurement of experts & community organizers to deploy them at MUDA /District Headquarters/Bishnupur Municipal Council) for State Mission Management Unit (at MUDA, Imphal)/City Mission Management Unit (at Imphal, Thoubal & Bishnupur District HQs) and Community organizers at Bishnupur, Lilong Thoubal, Kakching Khunou, Yairipok, Kumbi, Wangoi, Kwakta, Wangjing Lamding, Shikhong Sekmai, Sugnu, Lamlai Municipal Councils and Samurou, Thongkhong Laxmi, Lilong (IW), Andro, Lamsang, Oinam, Sekmai, Heirok Nagar Panchayats, Manipur State under Deendayal Antyodaya Yojana - National Urban Livelihoods Mission(DAY-NULM)

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Client inviting RFP</td>
<td>State Mission Director, SULM/Secretary, Manipur Urban Development Agency (MUDA)</td>
</tr>
<tr>
<td>2.</td>
<td>Name of the Assignment</td>
<td>Establishment of State Mission Management Unit/ City Mission Management Unit and Community Organizers under DAY- NULM</td>
</tr>
<tr>
<td>3.</td>
<td>Date of Issue of RFP</td>
<td>Dt. 12.08.2016</td>
</tr>
<tr>
<td>4.</td>
<td>Last date of receiving queries</td>
<td>Dt. 30.08.2016</td>
</tr>
<tr>
<td>5.</td>
<td>Last date and time for receipt of RFP</td>
<td>Dt. 03.09.2016 up to 3:00 PM</td>
</tr>
<tr>
<td>6.</td>
<td>Date and time of opening of Technical Proposal</td>
<td>Dt. 03.09.2016 at 3:30 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Opening of Financial Bids</td>
<td>Bid due date to be specified later.</td>
</tr>
<tr>
<td>10.</td>
<td>Validity of Bids</td>
<td>90 days</td>
</tr>
<tr>
<td>11.</td>
<td>LOA (Letter of Award) and signing of Concession Agreement</td>
<td>Within 30 days of award of LOA.</td>
</tr>
<tr>
<td>12.</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 2,00,000/- (Rupees two lakhs only) in the form of Demand Draft (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.</td>
</tr>
<tr>
<td>13.</td>
<td>Tender Fee</td>
<td>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.</td>
</tr>
<tr>
<td>14.</td>
<td>Name of the Contact Officer</td>
<td>Deputy Secretary, Manipur Urban Development Agency</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PDA Complex, North AOC, Imphal - 795001</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:mudamanipur@gmail.com">mudamanipur@gmail.com</a></td>
</tr>
<tr>
<td>15.</td>
<td>Address for Submission of Proposal</td>
<td>The Secretary, Manipur Urban Development Agency</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PDA Complex, North AOC, Imphal - 795001</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:mudamanipur@gmail.com">mudamanipur@gmail.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(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).</td>
</tr>
</tbody>
</table>

**Note:** Bidders are requested to download the RFP Document and other details from the website: [http://manipur.gov.in](http://manipur.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 from, 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 set up a State Mission Management Unit (SMMU) at Imphal & City Mission Management Unit (CMMU) at Imphal, Thoubal & Bishnupur District Headquarters of Manipur to provide focused support for the implementation of its scheme– Deendayal Antyodaya Yojana - National Urban Livelihoods Mission (DAY-NULM). The objective is to efficiently and effectively manage, coordinate, and monitor the implementation of NULM by providing programmatic support to the Manipur Urban Development Agency (MUDA). The SMMU & CMMU would operate under the overall supervision and guidance of the State Mission Director of DAY-NULM. The SMMU would be positioned in Manipur Urban Development Agency (MUDA), Imphal and CMMU would be positioned in the district headquarters of Imphal, Thoubal & Bishnupur.

3. ABOUT DEENDAYAL ANTYODAYA YOJANA - NATIONAL URBAN LIVELIHOODS MISSION (NULM)

The mission of Deendayal Antyodaya Yojana - National Urban Livelihood Mission (DAY-NULM), a flagship programme of the Ministry of Housing and Urban Poverty Alleviation, is to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots level institutions of the poor. The important strategies followed by DAY-NULM are:

i. Building skills to enable access to growing market-based job opportunities offered by emerging urban economies;
ii. Training for and support for the establishment of micro-enterprises by the urban poor – self and group;

iii. Building capacity of the urban poor, their institutions and the machinery involved in the implementation of livelihoods development and poverty alleviation programmes.

iv. Ensure availability and access of the urban homeless population to permanent 24-hour shelters

v. Support to Urban Street Vendors

The Deendayal Antyodaya Yojana - National Urban Livelihood Mission (DAY-NULM) will have a three-tier interdependent structure for implementation of the programme. DAY-NULM will be headed by a Mission Director at the national level; State Urban Livelihoods Mission (SULM) will be headed by a State Mission Director at the state level and a City Project officer (CPO) at the city level. These tiers of NULM will be closely interlinked and guided by the common objective of promoting sustainable livelihoods of the poor and work with the goal of eradication of urban poverty and empowerment of the urban poor. For the purpose, DAY- NULM lays emphasis on promotion of professionally competent and dedicated implementation team structures at national, state and city levels viz., National Mission Management Unit (NMMU), State Mission Management Unit (SMMU) and City Mission Management Unit (CMMU) respectively for managing and supporting all mission activities.

4. ABOUT STATE MISSION MANAGEMENT UNIT (SMMU) & CITY MISSION MANAGEMENT UNIT (CMMU)

State Mission Management Unit (SMMU), a dedicated support team at State level was established to support Mission Director in implementation and monitoring of the NULM. To strengthen the existing set up of SMMU, MUDA requires one 1 technical specialist having expertise in the field of MIS & ME. The role of the SMMU is to ensure effective coordination with cities, to provide directions and hand holding support to them.

City Mission Management Unit (CMMU), a dedicated support team at City level, will be established to support City Project Officers (CPO) in implementation and monitoring of the DAY-NULM. The CMMU will be staffed with technical specialists having expertise in various fields like social mobilisation, institution and capacity building, livelihoods, MIS & ME etc. which will be funded under NULM.

The CMMU to be established in Imphal District Headquarter will have 3 technical experts which will look after NULM implementation in the towns covered by Imphal East/West Districts.

The CMMU to be established in Bishnupur District Headquarter with 2 technical experts will look after DAY-NULM implementation in the towns covered by Bishnupur District.

The CMMU to be established in Thoubal District Headquarter with 2 technical experts will look after DAY-NULM implementation in the towns covered by Thoubal District.


The overall responsibilities of the SMMU and CMMU will include, but not be limited to, the following:

a. To facilitate implementation of DAY-NULM in the State through ULBs
b. To provide professional and technical inputs on specific components of DAY-NULM.
c. To prepare Urban Poverty Reduction Strategy/Livelihood Development Plan for the state
d. To support cities in preparation of City Livelihood Development Plans
e. To coordinate and develop convergence with other Missions and programmes in the state
f. 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 DAY-NULM at CMMU and SMMU levels
g. To document the progress and process of implementation and best practices of DAY-NULM

h. To undertake/commission studies to assess the impact of the DAY-NULM

i. To coordinate with various departments of State Government, Central Government, banks and such organizations to help implementation of DAY-NULM at the State level.

5. **SCOPE OF WORK**

SULM will hire the services of agency that will undertake the requisite deployment of professional staff to perform the role of the SMMU at State level and CMMU at the District Headquarters. The selected agency will accordingly place the technical experts at SMMU & CMMU to support the implementation of DAY-NULM. This SMMU will be housed in MUDA, Imphal and CMMU will be housed in District Headquarters.

5.1 The selected agency will be responsible for deploying 19 (nineteen) Community Organisers and 8 (Eight) technical experts required at State and District Level as per details below:

<table>
<thead>
<tr>
<th>SL No.</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMMU (State Level)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>One State Mission Manager-MIS &amp; ME</td>
</tr>
<tr>
<td>CMMU (City Level)</td>
<td></td>
</tr>
<tr>
<td>A. Imphal East &amp; West District</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>One Manager- Social development &amp; Infrastructure</td>
</tr>
<tr>
<td>2</td>
<td>One Manager- Skills &amp; Livelihoods</td>
</tr>
<tr>
<td>3</td>
<td>One Manager- MIS &amp; ME</td>
</tr>
<tr>
<td>B. Thoubal District</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>One Manager- Social development &amp; Infrastructure</td>
</tr>
<tr>
<td>2</td>
<td>One Manager-MIS &amp; ME</td>
</tr>
<tr>
<td>C. Bishnupur District</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>One Manager- Social development &amp; Infrastructure</td>
</tr>
<tr>
<td>2</td>
<td>One Manager-MIS &amp; ME</td>
</tr>
</tbody>
</table>

**COMMUNITY ORGANISERS**

19 (nineteen) Community Organisers i.e., 1 (one) each at Bishnupur, Lilong Thoubal, Kakching Khunou, Yairipok, Kumbi, Wangoi, Kwakta, Wangjing Lamding, Shikhong Sekmai, Sugnu, Lamrai Municipal Councils and Samurou, Thongkhong Laxmi, Lilong (IW), Andro, Lamsang, Oinam, Sekmai and Heirok Nagar Panchayats

5.2 Terms of Reference (ToR) for each technical expert positioned at SMMU & CMMU 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 DAY-NULM & other Poverty Alleviation programme implemented by MUDA.

5.3 The technical experts deployed by the selected agency for the SMMU & CMMU will be dedicated fulltime staff and will be stationed at MUDA, Imphal and selected District Headquarters. The day to day work of the technical experts will be assigned by Mission Director, SULM and City Project Officer/ULB or any other officer designated by Mission Director, SULM for this purpose. All the monitoring and reporting aspects of the technical experts will be under the control and supervision of Mission Director, SULM.

5.4 The selected agency will provide the services of only those experts who fulfill the eligibility criteria prescribed. SULM will conduct one to one discussions with the experts provided by the selected agency to ensure suitability of the technical experts. SULM 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.75,000/- per month for SMMU Expert, Rs. 60,000/- per month for each CMMU Experts and Rs. 10,000/- per month for the services of Community Organiser. This includes TA & DA expenses for travels within the State to different DAY-NULM towns. In addition, agency will 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 Rs 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 Rs. 2,00,000/- (Rupees two lakhs) only. The EMD shall be in the form of Demand Draft from any of the Nationalized Bank or Schedule 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 Schedule 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/Mission Director, MUDA will make the best efforts to finalization of the selection process within this period.

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 - State Mission Management Unit/City Mission Management Unit under DAY-NULM” 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 - State Mission Management Unit/City Mission Management Unit under DAY-NULM” 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 - State Mission Management Unit/City Mission Management Unit under DAY-NULM”

12. MINIMUM ELIGIBILITY/QUALIFYING CRITERIA FOR THE SUBMISSION OF RFP BY THE AGENCIES

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

1. The eligible bidder is an institute of repute/centre of excellence/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 Government of India/ State Governments or others in the past.

2. Agency should have minimum turnover of Rs. 1.00 Crore for last 3 financial years i.e., 2012-2013, 2013-2014 & 2014-2015). Audited balance sheet and profit & loss a/c should be furnished along with proposal.

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.

4. Agency to have an office in Imphal or agreed to furnish an undertaking to open an office if selected to coordinate with MUDA.

13. DOCUMENTS TO BE SUBMITTED 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.
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 (Maximum of 3 members)
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:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Weightage (marks)</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I. Past Experience of agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Number of years in existence.</td>
<td>15</td>
<td>2 to 3 Years -05 Marks 3 to 5 Years -10 Marks Above 5 Years -15 Marks</td>
</tr>
<tr>
<td>2</td>
<td>Past experience of the agency in the operation of PMU/PMC/SLTCs/PIU/CLTC/PMC/ TPIMA/ IRMA etc. of schemes implemented by Government of India/ State Governments or others in the past</td>
<td>10</td>
<td>For 1 scheme – 10 Marks For more than 1 scheme – 10 Marks</td>
</tr>
<tr>
<td>3</td>
<td>Experience in handling projects of the North Eastern States</td>
<td>15</td>
<td>1 to 2 Crore -10 Marks Above 2 Crore -15 Marks</td>
</tr>
<tr>
<td>4</td>
<td>Local Experience</td>
<td>10</td>
<td>Agencies who has already worked in Manipur would be considered as an additional qualification</td>
</tr>
<tr>
<td></td>
<td>II. Experience of Senior Management (maximum of 3 members)</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Relevant experience of Senior Management (3 members) of agency Experience (10) &amp; Qualification (15)</td>
<td>25</td>
<td>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</td>
</tr>
</tbody>
</table>
III. Financial Performance of agency

<table>
<thead>
<tr>
<th></th>
<th>Experience in other consultancy</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Latest audited turnover</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.5 to 1 Crore - 05 Marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 to 5 Crore - 10 Marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above 5 Crores - 15 Marks</td>
</tr>
</tbody>
</table>

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-B) 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 under DAY-NULM 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

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

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

17.4 MUDA RESERVE THE RIGHT TO THE FOLLOWING

- Reject any or all proposals received in response to the RFP without giving any reason whatsoever
- 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 State Mission Director/SULM. Such request for clarification shall be entertained up to 30.08.2015. 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 basis. Notwithstanding anything, the agreement shall be valid till the discontinuation of mission by the Ministry of HUPA, Government of India.

22. SIGNING OF CONTRACTS

I. After notification, MUDA shall communicate to the successful bidder to sign the contract at Annexure - C.

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 SMMU/CMMU as specified herein, may, unless it consents to extension of time thereof may 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 5\textsuperscript{th} 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 or remuneration in lieu of notice period 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 SMMU level

A. Terms of Reference (ToR) for SMMU positions

I. Scope of work

The person selected for these positions will assist the State Mission Director, SULM in operationalizing the respective components of DAY-NULM 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 State Mission Director, SULM. S/he will work closely with and support the teams at the city level responsible for respective component of NULM. The person will need to travel extensively to DAY-NULM cities of the state. The person should have good command on writing and speaking both English and the regional language. State Mission Management Unit (SMMU) requires the services of one State Mission Manager- MIS &ME

Educational Qualifications, Experience and Competencies

|   | State Mission Manager – MIS &ME | Two year full time Post Graduate diploma/ Masters in Computer Science, M.Sc. (computer science), B.Tech (computer science) or MCA from government recognized institute / university with at least 5 years of experience in designing and implementation of MIS and ME for large development projects, preferably poverty reduction project and full understanding of Data Analysis Technique | 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 |

II. Key Responsibility Areas

i. Prepare work plan for monitoring of the components of DAY-NULM

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 scheme

iv. Ensure timely information is submitted by ULB’s (CMMU’s) for accessing the percolation of the program at grass root level at state level

v. Responsible for providing need based Technical Assistance to the City Mission Management Units

vi. Support capacity building of CMMUs within or across the states in implementation of MIS and M&E. She/ he will also oversee the development of capacity building modules related to MIS etc.

vii. Ensure adherence to all monitoring and reporting systems like baseline study, MPRs, Process documentation etc.

viii. Work closely with other State Mission Managers at the state level for successful monitoring of DAY-NULM

ix. Perform any other related tasks assigned by the State Mission Director, SULM

Details of the Technical Experts to be positioned at CMMU Level
B. Terms of Reference (ToR) for CMMU positions

I. Scope of work

The person selected for these positions will assist the City Project Officer, CMMU in operationalizing the respective components of DAY-NULM at the city 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 City Project Officer, CMMU. The person should have good command on writing and speaking English.

Educational Qualifications, Experience and Competencies

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Education and Experience Particulars</th>
<th>Competencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Manager - Social Development &amp; Infrastructure</td>
<td>Two year full time Post graduate diploma in Management/MBA or Masters in any other relevant discipline with 3 years of experience or Graduate from government recognized institutes with 6 years of experience in Social Development work with poverty reduction programmes.</td>
<td>The person should be Proficient with MS office; strong analytical skills; Experience of working with government institutions will be given preference</td>
</tr>
<tr>
<td>2</td>
<td>Manager – Skills and Livelihoods</td>
<td>Two year full time Post graduate diploma in Management/MBA or Masters in any other relevant discipline with 3 years of experience or Graduate from government recognized institutes with 6 years of experience in implementation of skill training and placement programmes</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Manager – MIS &amp; ME</td>
<td>Two year full time Post graduate diploma/ masters in Computer Science, M.Sc. (Computer Science), B.Tech (Computer Science) or MCA from government recognized institute/university with at least 3 years of experience in designing and implementation of MIS &amp; MEnfor large development projects, preferably poverty reduction project.</td>
<td>The person should have, in addition to the above mentioned contingencies, 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.</td>
</tr>
</tbody>
</table>

II. Key Responsibility Areas

a. Manager – Social Mobilisation and Institution Development

i. Ensure that city adheres to the guidelines prescribed by DAY-NULM

ii. Develop work plan for implementation of Social mobilisation component for the city

iii. Responsible for the SM&ID, USVs & SUH targets of the city with respect to community mobilisation, SHGs, Federations, Revolving Fund, CLCs, Vendor development plan, Vendor Markets development and Shelters for Urban homeless etc.

iv. Ensure the SHGs, ALF and CLF structures are established in the city

v. Responsible for providing need based Technical Assistance to Community Organisers (COs)

vi. Arranging for appropriate linkages with relevant agencies/departments and integrate Social mobilisation agenda in implementing of DAY-NULM

vii. Ensure reporting of the Social mobilisation and institution Development component

viii. Work closely with other Managers at the city level for successful implementation of NULM

ix. Perform any other related tasks assigned by the City Project Officer, CMMU
b. Manager—Skills and Livelihoods
   i. Ensure that the city adhere to the EST&P guidelines prescribed by DAY-NULM
   ii. Prepare work plan for EST &P agenda for the city
   iii. Responsible for the EST&P targets of the city
   iv. Ensure Identification of Skill Training Providers (STPs) at the city level and monitoring the
       performance quality of the STPs and other agencies involved
   v. Responsible for providing need based Technical assistance to COs
   vi. Ensure linkages with industry associations, skill development mission, sector skill councils, line
       departments, resource institutes, and other relevant agencies
   vii. Ensure reporting against KRAs
   viii. Work closely with other Managers at the city level for successful implementation of DAY-NULM
   ix. Perform any other related tasks assigned by the City Project Officer, CMMU

c. Manager—MIS & ME
   i. Prepare work plan for monitoring of the components of DAY-NULM
   ii. Responsible for ensuring proper implementation of MIS at the city level, compilation of
       information at the city level and submission of the same to the state.
   iii. Undertake real time monitoring of the scheme at the city level
   iv. Responsible for timely submission of information to state
   v. Responsible for providing need based Technical Assistance to COs.
   vi. Adhere to all monitoring and reporting systems like baseline study, MPRs, Process
       documentation etc. at city level.
   vii. Work closely with other managers at the city level for successful monitoring of DAY-NULM
   viii. Perform any other related tasks assigned by the City project Officer, CMMU.

C. Terms of Reference (ToR) for Community Organiser (CO)

I. Scope of work

The person selected for this position will cover at least 3000 urban poor families at the city level. S/he
will interact and will have direct interface with the urban poor and assist them in accessing all the benefits
of DAY-NULM. The position is a contractual engagement, initially for one year. Renewal of contract is done every
year based on performance appraisal. The incumbent will report to the City Project Officer, CMMU or any other
officer assigned by him. The person should have good command on writing and speaking English.

II. Education and experience particulars

The suggested educational qualification for this position is Graduate in any discipline. Candidates having
experience in working with community on social development for a minimum of 3 to 5 years and proficiency in
MS office (Word, Excel, power point etc) is preferable.

III. Key Responsibility Areas

i. Ensure that the social mobilization of urban poor in his or her operational area – directly or through
   Resource Organisations (ROs)

ii. Facilitate community in forming into groups/federations

iii. Facilitate implementation of various programmes /aspects related to DAY-NULM in his/her
    operational area
iv. Develop community level comprehensive database on infrastructure, assets and social aspects, update the database periodically

v. Support and strengthen SHGs and their federations including the SHGs of disabled persons in accessing convergent services

vi. Promote SHG-Bank linkage

vii. Establish liaison with government departments for convergence

viii. Assist in surveys related to DAY-NULM

ix. Support implementation of development works like community contracts, O&M of community assets etc.

x. Document the working of good practices

xi. Organize and attend community level meetings trainings, as per the need.

xii. Submit periodic reports as necessary

xiii. Any other tasks/duties as assigned from time to time by the CPO
**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:

<table>
<thead>
<tr>
<th>No</th>
<th>UNIT</th>
<th>DESIGNATION OF THE SPECIALIST</th>
<th>SALARY OFFERED PER MONTH (in Rs)</th>
<th>TOTAL SALARY PER ANNUM (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SMMU</td>
<td>State Mission Manager-MIS &amp; ME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CMMU (Imphal)</td>
<td>Manager- Social development &amp; Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manager- Skills &amp; Livelihoods</td>
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<td></td>
<td>Manager- MIS &amp; ME</td>
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</tr>
<tr>
<td>3</td>
<td>CMMU (Thoubal)</td>
<td>Manager- Social development &amp; Infrastructure</td>
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<tr>
<td></td>
<td></td>
<td>Manager- MIS &amp; ME</td>
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</tr>
<tr>
<td>4</td>
<td>CMMU (Bishnupur)</td>
<td>Manager- Social development &amp; Infrastructure</td>
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<td></td>
<td></td>
<td>Manager- MIS &amp; ME</td>
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<tr>
<td>5</td>
<td>Community Organizer</td>
<td>Community Organizer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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:

**ANNEXURE-C**

**DRAFT AGREEMENT**
THIS AGREEMENT IS MADE ON this 00th 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 Deendayal Antyodaya Yojana - National Urban Livelihood Mission (DAY-NULM) aims to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots level institutions of the poor. The mission would aim at providing shelter equipped with essential services to the urban homeless in a phased manner. In addition, the Mission would also address livelihood concerns of the urban street vendors by facilitating access to suitable spaces, institutional credit, social security and skills to the urban street vendors for accessing emerging market opportunities.

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

i. Building skills to enable access to growing market-based job opportunities offered by emerging urban economies;

ii. Training for and support for the establishment of micro-enterprises by the urban poor – self and group;

iii. Building capacity of the urban poor, their institutions and the machinery involved in the implementation of livelihoods development and poverty alleviation programmes.

iv. Ensure availability and access of the urban homeless population to permanent 24-hour shelters

v. Support to Urban Street Vendors

vi. The Operational Guidelines for the various components of the DAY-NULM, published by Govt. of India, Ministry of Housing & Urban Poverty Alleviation (MoHUPA) along with other guidelines issued from time to time by Government of India and Government of Manipur, shall also form part of the goals to be achieved and forms an inseparable part of this agreement.

B. In order to achieve the above objective, the SULM had advertised the “Request for Proposal” for procuring the services of a consulting firm for assisting the SMMU at MUDA, Imphal with one expert and CMMU at 3 (three) District Headquarters of Imphal with 3 (three) experts, Thoubal with 2 (two) experts and Bishnupur with 2 (two) experts and 19 Community Organisers as per details given in the RFP document.

The overall responsibilities of the SMMU and CMMU will include, but not be limited to, the following:

a. To facilitate implementation of DAY-NULM in the State through ULBs

b. To provide professional and technical inputs on specific components of DAY-NULM.

c. To prepare Urban Poverty Reduction Strategy/Livelihood Development Plan for the state

d. To support cities in preparation of City Livelihood Development Plans
e. To coordinate and develop convergence with other Missions and programmes in the state
f. 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 NULM at CMMU and SMMU levels
g. To document the progress and process of implementation and best practices of DAY-NULM
h. To undertake/commission studies to assess the impact of the DAY-NULM
i. To coordinate with various departments of State Government, Central Government, banks and such organizations to help implementation of DAY-NULM at the State level.

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 Consultant has been accepted and the Letter of Award No. 08/22/2015 dated 00/00/2015 was issued by the SULM;

D. The Consultant covenants to undertake the Assignment of providing one expert to State Mission Management Unit at the office of MUDA, Imphal, 7 (seven) experts at the District Headquarters of Imphal, Thoubal and Bishnupur and 19 Community Organisers 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 SULM 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. The SULM 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.

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>General Conditions of Contract</td>
</tr>
<tr>
<td>II</td>
<td>Roles, Responsibilities and Broad Scope of Service of the Consultant</td>
</tr>
<tr>
<td>III</td>
<td>Applicable Fees and charges payable to the Consultants</td>
</tr>
</tbody>
</table>

G. The Consultant 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 Manipur Urban Development Agency (MUDA) For and on behalf of Consultants

(Signature) (Signature)

Name Name
Designation Designation
(Seal) (Seal)

Witness Witness

APPENDIX I

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 Consultant. 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 SULM and Consultant, or City Authority’s and Consultant’s officers, directors, partners, managers, employee or agents. The Consultant, 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 personnel selected by the Agency should be acceptable to MUDA in terms of qualification and experience. The decision of the Mission Director, SULM shall be final in regard to acceptability of the selected personnel. 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. The agreement shall be valid during the Mission Period.

5. MODE OF PAYMENT

The Consultancy Fee shall be paid every month on the invoice raised by the Consultant. 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 and 3 (three) District Headquarters of Imphal, Thoubal and Bishnupur.

In case of unsatisfactory performance or inordinate delay of work in a particular month by the consultant, SULM reserves the right to impound a portion of monthly consultancy 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 and other contingency expenses. 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/ Member Secretary, SULM/MUDA, Imphal. SULM shall, at its cost and expense, provide to the SMMU 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 SULM 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 Consultants.

6. WORKING HOURS AND LEAVE
i. The experts with the SMMU are supposed to attend the designated office of the SMMU and CMMU 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 Mission Director, SULM who would be the authority with the discretion of granting leaves. The SULM 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 SULM.

7. PENALTY FOR DEFAULT

In the event of total default / failure by the Consultant in providing Services, SULM reserves the right to get the Services executed by any other Consultant 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. SULM shall have right to review the performance of the SMMU/CMMU and, if it is not desirous of continuation of the Services of the SMMU/CMMU 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 Consultant to be heard, in case prayed for; within the notice period. The Consultant 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 CONSULTANT

The Consultant shall:

i. Deploy member of the SMMU/CMMU 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 SULM to reasonably vary the scope, sequence of timing of the Services.
11. INDEMNIFICATION

Consultant shall indemnify, defend and hold SULM/ 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 SULM/ City Authority by reason of or arising out of Consultant’s, gross negligence or wilful misconduct with respect to Consultant’s duties and activities within the scope of this Agreement.

12. CONFIDENTIALITY

The Consultant shall treat the details of the output of the Assignment and the Services as confidential and for the Consultant’s own information only and shall not publish or disclose the details of the output, deliverables /milestones submitted to SULM/ 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 SLNA/ 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 PROCEDURE

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 Consultant and neither may sell, assign or transfer any duties, rights or interest created under this agreement without the prior consent of the other.

APPENDIX II

ROLES, RESPONSIBILITIES AND BROAD SCOPE OF WORK OF THE CONSULTANT
The Consultant shall be responsible for providing manpower as required for formation of the SMMU at Imphal and CMMU at Imphal, Thoubal and Bishnupur District Headquarters. The Consultant shall also act as an extended arm of SULM for providing wholesome support for implementing the DAY-NULM.

**The broad based scope of work by the Consultant for SMMU at Imphal shall be:**

1. Facilitate MUDA in implementation of the guidelines prescribed by DAY-NULM
2. Support the resource agencies in capacity building/ sensitization of SMMU/CMMUs.
3. Responsible for providing need based Technical Assistance to the City Mission Management Units.
4. Travel to DAY-NULM towns for monitoring the implementation of DAY-NULM and provide key observations
5. Ensure MIS & ME frameworks are made available to the ULBs implementing DAY-NULM
6. Develop overall action plan for implementation of MIS & ME components of DAY-NULM
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 for real time monitoring of the scheme
9. Responsible for providing need based Technical Assistance to the City Mission Management Units.
10. Support capacity building of SMMU/CMMUs in implementation of MIS&ME and also oversee the development of capacity building modules related to MIS etc.
11. Facilitate states to ensure entire gamut of information and reporting systems like baseline study, MPRs, Process documentation etc.,
12. Report on MIS &ME components to Mission Director, DAY-NULM
13. Perform any other related tasks assigned by the Mission Director, DAY-NULM.

**The broad based scope of work by the Consultant for CMMU at District Headquarters shall be:**

**a. Manager– Social Mobilisation and Institution Development**

1. Ensure that city adheres to the guidelines prescribed by DAY-NULM
2. Develop work plan for implementation of Social mobilisation component for the city
3. Responsible for the SM&ID, USVs & SUH targets of the city with respect to community mobilisation, SHGs, Federations, Revolving Fund, CLCs, Vendor development plan, Vendor Markets development and Shelters for Urban homeless etc.
4. Ensure the SHGs, ALF and CLF structures are established in the city
5. Responsible for providing need based Technical Assistance to Community Organisers (COs)
6. Arranging for appropriate linkages with relevant agencies/departments and integrate Social mobilisation agenda in implementing of DAY-NULM
7. Ensure reporting of the Social mobilisation and institution Development component
8. Work closely with other Managers at the city level for successful implementation of DAY-NULM
9. Perform any other related tasks assigned by the City Project Officer, CMMU

**b. Manager–Skills and Livelihoods**

1. Ensure that the city adhere to the EST&P guidelines prescribed by DAY-NULM
2. Prepare work plan for EST &P agenda for the city
3. Responsible for the EST&P targets of the city
4. Ensure Identification of Skill Training Providers (STPs) at the city level and monitoring the performance quality of the STPs and other agencies involved
5. Responsible for providing need based Technical assistance to COs
6. Ensure linkages with industry associations, skill development mission, sector skill councils, line departments, resource institutes, and other relevant agencies
7. Work closely with other Managers at the city level for successful implementation of DAY-NULM
8. Perform any other related tasks assigned by the City Project Officer, CMMU

c. Manager– MIS & ME
1. Prepare work plan for monitoring of the components of DAY-NULM
2. Responsible for ensuring proper implementation of MIS at the city level, compilation of information at the city level and submission of the same to the state.
3. Undertake real time monitoring of the scheme at the city level
4. Responsible for timely submission of information to state
5. Responsible for providing need based Technical Assistance to COs.
6. Adhere to all monitoring and reporting systems like baseline study, MPRs, Process documentation etc. at city level.
7. Work closely with other managers at the city level for successful monitoring of DAY-NULM
8. Perform any other related tasks assigned by the City project Officer, CMMU.

d. Community Organizer
1. Ensure that the social mobilization of urban poor in his or her operational area – directly or through Resource Organizations (ROs)
2. Facilitate community in forming into groups/federations
3. Facilitate implementation of various programmes/aspects related to DAY-NULM in his/her operational area
4. Develop community level comprehensive database on infrastructure, assets and social aspects, update the database periodically
5. Support and strengthen SHGs and their federations including the SHGs of disabled persons in accessing convergent services
6. Promote SHG-Bank linkage
7. Establish liaison with government departments for convergence
8. Assist in surveys related to DAY-NULM
9. Support implementation of development works like community contracts, O&M of community assets etc.
10. Document the working of good practices
11. Organize and attend community level meetings trainings, as per the need.
12. Submit periodic reports as necessary
13. Any other tasks/duties as assigned from time to time by the CPO

APPENDIX III
# APPLICABLE FEES AND CHARGES PAYABLE TO THE CONSULTANT

## 1. FEES

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

<table>
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<th>No.</th>
<th>SPECIALIST</th>
<th>NO. OF POST</th>
<th>SALARY PER MONTH/ EXPERT</th>
<th>MONTHS</th>
<th>AMOUNT (in Rs)</th>
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**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 SULM to the Consultant.