

**TOWN PLANNING DEPARTMENT, MANIPUR**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**APPOINTMENT OF**

**RESEARCH & DOCUMENTATION AGENCY (RDA)**

**FOR RESEARCH AND DOCUMENTATION OF BEST PRACTISES OF THE PROJECTS**

**IMPLEMENTED UNDER**

**PRADHAN MANTRI AWAS YOJANA - HOUSING FOR ALL (URBAN), MANIPUR**

**Town Planning Department  
Directorate Complex, North AOC, Imphal-795001  
Email: hfamanipur@gmail.com**

**BIDDERS DATA SHEET**

No.	Particular	Details
1.	Name of the Client inviting RFP	State Mission Director, PMAY(U)/ Chief Town Planner, Town Planning Department, Manipur
2.	Name of the Assignment	Appointment of Research and Documentation Agency (RDA) under PMAY(U)
3.	Date of Issue of RFP	Dt. 16.02.2019
4.	Last date of receiving queries	Dt. 22.02.2019
5.	Last date and time for receipt of RFP	Dt. 27.02.2019 up to 3:00 PM
6.	Date and time of opening of Technical Proposal	Dt. 27.02.2019 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 20,000/- (Rupees twenty thousand only) in the form of Demand Draft (Refundable) from any of the Nationalized Bank or Scheduled Bank in favour of the Chief Town planner, Manipur, payable at Imphal to be submitted along with the proposal.
13.	Tender Fee	Rs 2,000/- (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 Chief Town planner, Manipur payable at Imphal to be submitted along with the proposal.
14.	Name of the Contact Officer	Associate Planner (Architect) Town planning Department Directorate Complex, North AOC, Imphal - 795001 E-mail: hfamanipur@gmail.com
15.	Address for Submission of Proposal	Chief Town Planner, Town planning Department, Directorate Complex, North AOC, Imphal - 795001 E-mail: hfamanipur@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:  
[www.muda.mn.gov.in](http://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. Town Planning Department, 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

Government of India has launched a comprehensive mission Pradhan Mantri Awas Yojana (Urban)- Housing for All. The mission seeks to address the housing requirement of urban poor through the following programme verticals:

- Slum rehabilitation of Slum Dwellers with participation of private developers using land as a resource
- Promotion of Affordable Housing for weaker section through credit linked subsidy
- Affordable Housing in Partnership with Public & Private sectors
- Subsidy for beneficiary-led individual house construction (New + Enhancement)

PMAY scheme guidelines envisage the states would engage a Research and Documentation Agency for conducting applied/programmatic/operations research and documentation which could be used in the programme implementation, training or in IEC.

## 3. SCOPE OF WORK

To support State Mission Director/Chief Town Planner, Town Planning Department, Government of Manipur, in Research Studies, documentations and dissemination of best practices in the implementation of Pradhan Mantri Awas Yojana (PMAY) as per Mission Guidelines issued by Ministry of Housing and Urban Affairs, Government of India and to achieve the ultimate objective of providing Housing for All by 2022. At present there are 26 (twenty six)

ongoing projects and 1 (one) in the process of finalization of preparation of HFAPoA in 27 (twenty seven) Urban Local Bodies of Manipur.

#### **4. PROJECT AREA:**

Any Urban Local Body in Manipur identified by the RDA and the SLNA.

#### **5. RESPONSIBILITIES OF STATE LEVEL NODAL AGENCIES:**

The State Level Nodal Agency (SLNA) is the overall coordinating unit in all the project cities of the state. The SLNA, the IEC Specialist in the State Level Technical Cell (SLTC), all other specialists based in SLTC and City Level Technical Cells (CLTC) will provide technical inputs and advice to the proposed research and documentation process and will also join the exercise as and when required. Key roles of SLNA include:

- Develop and submit the 'action plan' and budget for the approval by the Ministry
- Support, Co-ordinate, and monitor the documentation.
- Hire Research and Documentation Agency (RDA) through an open bidding process for undertaking the documentation.
- Ensure compilation of Documentation report by RDA and submit the report to the Ministry
- To use the documented product in programme implementation, training or in IEC.

#### **5.1 ROLE OF SLTCS AND CLTCS:**

SLTCS and CLTCS should depute their IEC Specialist or any other appropriate specialist to work closely with the RDA, not only in an advisory capacity but also as support to the entire Documentation process.

#### **5.2 URBAN LOCAL BODIES AND THEIR RESPONSIBILITIES**

The role and key responsibilities of ULBs includes creation of enabling environment for documentation and share all relevant and available Mission related information/documents required for documentation.

#### **5.3 ROLE OF RESEARCH AND DOCUMENTATION AGENCY (IFA)**

- Provide dedicated research and documentation expert/s till the submission of the documented works within two months.
- Complete Desk Research/Documents using all relevant HFA Project related reports
- Select projects and dwelling units for documentation in consultation with SLNA.

#### **6. IDENTIFICATION OF AREAS FOR RESEARCH AND DOCUMENTATION**

The broad issues/parameters of research and documentation are around awareness, inclusion, participation, efficiency, effectiveness, transparency, quality, and accountability of the project being implemented and these should be documented. Based on the socio-cultural context of the city, the implementation stage of the project, and the feedback from stakeholders, the RDA may further extrapolate key issues/ parameters to be included in the documentation.

#### **7. EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 20,000/- (Rupees twenty thousand) only. The EMD shall be in the form of Demand Draft from any of the Nationalized Bank or Schedule Bank in favour of the Town Planning Department payable at Imphal. The EMD of

unsuccessful bidder shall be refunded without any interest after finalization of the successful party by the Department. 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.
- If the successful bidder fails to execute the assignment agreement within the stipulated time or any extension thereof provided by Town Planning Department.
- The EMD of the successful bidder will be retained by Town planning Department as performance guarantee and the same will be refunded without interest to the successful agency after satisfactory completion of the services.

## 8. TENDER FEE

The bidder shall also furnish, as part of the Technical Proposal, non-refundable Tender Fee amounting to Rs. 2,000/- (Rupees two thousand) only in the form of Demand Draft from any of the Nationalized Bank or Schedule Bank in favour of the Town Planning Department payable at Imphal.

## 9. VALIDITY OF PROPOSAL

Proposals shall remain valid for a period of 90 (Ninety) days from the date of opening of the technical proposal. Town Planning Department reserves rights to reject a proposal valid for a shorter period as non-responsive. Chief Town Planner/State Mission Director 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.

## 10. 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**. Town Planning Department 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 - RDA**" 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 - RDA**" 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 –RDA PMAY (MANIPUR)**"

## 11. MINIMUM ELIGIBILITY/QUALIFYING CRITERIA

The Agency should be registered under Indian Societies Registration Act/ Indian Trust Act/ Indian Religious and Charitable Act as a non-profit institution or a company registered under the Companies Act or under relevant state acts for at least two years. Education institution and research institution who are working in this field, at least two years can also participate in the bidding process. Following are the essential qualifying criteria for agency to qualify for the assignment:

- The Team Leader and Experts should preferably have knowledge of working with a variety of stakeholders including centrally sponsored schemes, state governments and city level administrative bodies.
- Suitable human resources to undertake the required number of social audits.

## 12. 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:

- Covering letter on bidder's letterhead requesting to participate in the selection process (**Annexure-A**)
- Copy of certificate of company/societies registration. (**Annexure-B**)
- Memorandum and Articles of Association of the agency
- Earnest Money Deposit (EMD) as applicable.
- Tender fees as applicable.
- Title and objective of the areas of two to three reports related to the implementation of Pradhan Mantri Awas Yojana (Urban) in Manipur (**Annexure-C**)
- CV of the Team Leader, other key professionals and the professionals who are to be associated with Project (**Annexure-D**)
- Financial Proposal. (**Annexure-E**)

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

## 13. EVALUATION OF TECHNICAL PROPOSALS

- Bids securing 70% and above marks in technical evaluation will only be considered for opening of Financial Bids.
- 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	Marks
1	Adequacy of the proposed methodology and work plan in response to the terms of reference.	
	a. Technical approach & methodology	30
	b. Location office in Manipur	10
2	Key Professional Staff: qualification and competency for the assignment/job.	
	a. Team Leader	20
	b. Other key professionals (Minimum 1 professional)	20
	c. Officials who will be associated with the project	20
<b>Total</b>		<b>100</b>

**For evaluating the key professionals at 2 above, the following sub-criteria will be followed:**

- Educational Qualifications for Team Leader, Key Professional and Officials (Post Graduate in a relevant field=10 Marks; Graduate in a relevant field = 05 Marks)**
- Adequacy for the assignment/Experience in implementation of Centrally Sponsored Schemes: 10 Marks**

## 14. SHORTLISTING OF CONSULTANTS

The selection will follow least cost based selection (LCBS). The eligibility criteria will be first evaluated as defined in Request for Proposal for each bidder. The proposals will be evaluated by a Committee of Experts. The bidders may be required to make a short presentation to the Committee of Experts for interactive discussion and appreciation of the proposal. The bidders securing minimum **70%** marks in technical evaluation shall be considered for opening of financial proposals. Town Planning Department will constitute a Tender Evaluation Committee for evaluation of Proposals received. The evaluation committee evaluates the Technical Proposals on the basis of Proposal's responsiveness to the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying eligibility criteria. The date and time for opening of the Financial Bid will be notified to the shortlisted agencies.

## 15. FINANCIAL EVALUATION CRITERIA

The price bids in the prescribed format (**Annexure-E**) of technically qualified bidders will only be opened for financial evaluation. The price bid where fees offered is more than the maximum fees admissible under Capacity Building Guidelines, 2017 as prescribed by the Ministry of Housing and Urban Affairs 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.

Indicative financial norm per project recommended by the Ministry of Housing and Urban Affairs, Government of India is Rs 5.00 Lakhs per documentation.

## 16. TERMS OF PAYMENTS

All payments against the services rendered under the package shall be released on stage wise completion of the services including submission of the 'Deliverables' and subject to acceptance, approval and certification in accordance with provisions of Terms of Payment as specified below:

Sl. No.	Milestone	% of fee
1	Signing of Agreement	NIL
2	Selection of ULBs and Dwelling Unit for Social Audit	NIL
3	Developing Tools for Social Audit and 2 Day meetings	NIL
4	Submission of Final Report	50%
5	Acceptance of the Final Report by the Ministry.	50%

## 15. TERMS AND CONDITIONS

### 15.1 AMENDMENTS TO THE RFP

At any time before submission of proposals, Town Planning Department may amend the RFP by issuing an addendum through webhosting on the website **muda.mn.gov.in**

The bidders are required to check the given web site **muda.mn.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, Town Planning Department may, at its discretion, extend the dateline for submission of the proposals.

## **15.2 LANGUAGE OF RFP**

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

## **15.3 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.

## **15.4 TOWN PLANNING DEPARTMENT 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.

## **16. 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 hfamanipur@gmail.com addressed to State Mission Director/PMAY. Such request for clarification shall be entertained up to 22.02.2019. Response to all clarifications received through e-mail shall be mailed back to the concerned bidder only.

## **17. AWARD OF CONTRACT NOTIFICATION**

Prior to expiration of the proposal validity period, Town Planning Department shall notify the successful bidder in writing that its proposal has been accepted. At the same time, Town Planning Department 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.

## **18. 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.

## **19. CONTRACT PERIOD**

The initial contract will be for 48 months from the date of signing of the agreement.

## **20. SIGNING OF CONTRACTS**

After notification, Town Planning Department shall communicate to the successful bidder to sign the contract at Annexure - F.

Pursuant to negotiations, the successful bidder shall sign, date and return the contract along with necessary supporting documents to Town Planning Department. All formalities of negotiation and signing of contract will be completed within 30 (thirty) days of notification of award.

## **21. 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 Social Audit as specified herein, may, unless it consents to extension of time thereof may forfeit the Earnest Money deposit and appropriate the same.

## **22. PROPERTY DATA**

All documents and other information provided by Chief Town Planner, Manipur or submitted by an applicant to Chief Town Planner, Manipur shall remain or become the property of Chief Town Planner, Manipur. All information collected, analyzed, processed or in whatever manner provided by the agency to Town Planning Department, in relation to the Consultancy shall be the property of Chief Town Planner, Town Planning Department, Manipur.

## **23. PENALTY**

In case of any delay in execution of works beyond the stipulated period, penalty @ 0.5% for every week of delay, subject to a maximum of 10 % of contract value shall be recovered from the successful consultant, before release of final payment.

## **24. SETTLEMENT OF DISPUTES**

### **24.1 AMICABLE SETTLEMENT**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **24.2 DISPUTE SETTLEMENT**

Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Arbitration Conciliation Act, 1996.

All disputes and differences between the parties arising shall be referred to state government who will be sole arbitrator. The decision of sole arbitrator shall be final and binding on both. The place of Arbitration shall be at Imphal only.

## **25. TERMINATION OF CONTRACT**

Immediate termination of the agency can be taken up by Town Planning Department in case of breach of trust/severe misconduct/non-performance etc by giving 1 (one) month notice

**Technical Proposal (format to be submitted by the bidder)**

(On applicant's letter head)

**(Location, date)**

To,

The Chief Town Planner,  
Town Planning Department,  
Directorate Complex,  
North AOC, Imphal-795001

**Subject: Technical Proposal for selection of RDA under PMAY (U) in Manipur**

Sir,

We, the undersigned, offer to provide the Consulting Services for IFA in accordance with your Request for Proposal dated 16.02.2019 and submitting our Technical Proposal in sealed envelope. We hereby declare that we have read the Instructions to Consultants included in the RFP and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

Email ID:

## Basic Information of the Agency

Organization Details		
1	Name of the Agency	
2	Registered Office	
3	Registration of Company	
4	Status / Constitution of the Organization	
5	Name of Registering Authority	
6	Registration No.	
7	Date of Registration	
8	No. of years and months in existence (As on 31.12.2018)	
9	Place of Registration	

For and on behalf of: (Company Seal)

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

**Note: Please provide copy of the registration certificate from the appropriate Registering Authority.**

### **Description of Approach, Methodology and Work Plan for Performing the Assignment/Job**

You are suggested to present your Technical Proposal divided into the following three chapters:

- Title and objective of the documentation,
- Start and End date
- Publication and Meeting/ workshop proposed.

#### **Approach and Methodology:**

In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

#### **Work Plan:**

The RDA should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

## Curriculum Vitae (CV) for Proposed Experts

1	Proposed Position	
2	Name of Personnel	
3	Name of Firm	
4	Date of Birth	
5	Nationality	
6	Educational Qualification ( <i>indicate college / university &amp; other specialized education of staff, member, giving names of institutions, degrees obtained &amp; date of obtainment</i> )	
7	Employment Record ( <i>Starting with present position list in reverse order every employment held</i> )	
8	Membership of Professional Association	
9	Experience in implementation of centrally sponsored schemes.	
<p>Certification:</p> <p>I, the undersigned, certify that this CV correctly describes the qualifications and experience of the expert.</p> <p style="text-align: right;"><i>[Signature of staff member or authorised signatory of the consultant]</i></p> <p style="text-align: right;">Full name of authorised signatory. Date: _____</p>		

## Financial Proposal

To,

Chief Town Planner,  
Town Planning Department,  
Directorate Complex, 2<sup>nd</sup> M.R Gate,  
North A.O.C Imphal-795001

Subject: **Research and Documentation Agency (RDA) under PMAY-HFA (U) in Manipur.**

Sir,

I, the undersigned, offer to provide the services for IFA for PMAY (U) in accordance with your RFP. We are hereby submitting our financial proposal sealed under a separate envelop. My financial proposal is as follows:

Item	Professional Fee (Including all taxes in Rs.)
Amount quoted for Research and Documentation in two to three areas and rates quoted for 1 (one) <ul style="list-style-type: none"> <li>• Consultation fee</li> <li>• Travel and Accommodation (including Travel for workshop)</li> <li>• Administrative logistics</li> <li>• Documentation/ report preparation (including short video of 3 to 5 minutes)</li> <li>• Dissemination.</li> </ul>	

**\* Total Professional fees quoted should not exceed Rs. 5,00,000/-. Any Financial Bid submitted by the bidders above Rs. 5,00,000/- will be summarily rejected.**

2. Our financial proposal shall be binding upon us up to the expiration of the validity period of the proposal. This financial proposal covers the management cost of the agency towards RDA. We hereby declare that we have read the RFP, all the statements & information made in this proposal are true and accept that any misleading information contained in it may lead to our disqualification.

3. We undertake that in competing for and, if the award is made to us, executing the above services, we will strongly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name of Firm:

Name and Title of Signatory:

Address:

**DRAFT AGREEMENT**

This agreement made on this 00<sup>th</sup> day of ....., 2019 at Imphal, Manipur.

**BETWEEN**

The Chief Town Planner, Town Planning Department, having its office at Directorate 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/society 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.** Government of India has launched a comprehensive mission Pradhan Mantri Awas Yojana (Urban) - Housing for All. The mission seeks to address the housing requirement of urban poor through the following programme verticals:

- Slum rehabilitation of Slum Dwellers with participation of private developers using land as a resource
- Promotion of Affordable Housing for weaker section through credit linked subsidy
- Affordable Housing in Partnership with Public & Private sectors
- Subsidy for beneficiary-led individual house construction (New +Enhancement)

In Manipur as of now, state has implemented new housing through Beneficiary Led Construction (BLC) vertical only.

PMAY scheme guidelines envisage the states would engage an Independent Facilitating Agency (IFA) of social audit under Pradhan Mantri Awas Yojana (Urban) to provide the beneficiaries and other stakeholders an opportunity to scrutinize the procedures and benefits of the Mission. It effects better implementation, ensures accountability, transparency and participation..

**B.** In order to achieve the above objective, the Town Planning Department had advertised the "Request for Proposal" for procuring the services of a consulting firm for assisting the State Mission Director/ Chief Town Planner of Town Planning Department in Research Studies, documentations and dissemination of best practices in the implementation of Pradhan Mantri Awas Yojana (PMAY) as per Mission Guidelines issued by Ministry of Housing and Urban Affairs, Government of India and to achieve the ultimate objective of providing Housing for All by 2022.

**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.0/0/0000-TP dated 00/00/0000 was issued by the Town planning Department.

**D.** The Consultant covenants to undertake the Assignment of providing RDA services (as per terms and conditions laid down in the RFP document and to perform, fulfil, comply with and observe all and provisions, conditions and requirements of this Agreement;

**E.** In consideration thereof, the Town planning Department shall pay the Consultant fee of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ /- only), after completion of the audit, hereinafter referred to as the “Fee” and shall perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;

**F.** The Town planning Department 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 Consultant and Applicable Fees and charges payable to the Consultants.

**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 Town  
planning Department**

**For and on behalf of  
Consultants**

*(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 there to, 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 Town planning Department 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 Agreement shall commence on the date it is executed by the Parties.

**4. DURATION OF CONTRACT**

The contract will be for 48 months from the date of signing of the agreement.

**5. MODE OF PAYMENT**

The Consultancy Fee shall be paid on the invoice raised by the Consultant.

In case of unsatisfactory performance or inordinate delay of work by the consultant, Town planning Department reserves the right to impound a portion of consultancy fee, not exceeding 10% of fees. The fees shall be paid, subject to deployment of the experts indicated at the RFP document.

The fees shall be inclusive of the Remuneration expenses of all the experts as detailed in the RFP 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/ Chief Town Planner, Town planning Department.

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

**6. PENALTY FOR DEFAULT**

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

**7. 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. Town planning Department shall have right to review the performance of the RDA and, if it is not desirous of continuation of the Services of the RDA 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. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

## **8. INDEMNIFICATION**

Consultant shall indemnify, defend and hold Town planning Department/ 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 Town planning Department/ 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.

## **9. 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 Town planning Department or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of Town planning Department.

## **10. 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.

## **11. DISPUTE RESOLUTION**

### **11.1 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.

### **11.2 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.

### **11.3 PLACE OF ARBITRATION**

The place of Arbitration shall be at Imphal only.

### **11.4 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.

### **11.5 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 herein above.

## **12. 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 Town planning Department 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.

**ROLES, RESPONSIBILITIES AND BROAD SCOPE OF WORK OF THE CONSULTANT****ROLE OF RESEARCH AND DEVELOPMENT AGENCY (RDA)**

- Complete Desk Research/Documents Audit using all relevant HFA Project related reports
- Develop plans for the research and documentation in consultation with SLNA
- Design tools for Research and Documentation and ensure systematic data collection during the field work by efficiently guiding the process

**RESEARCH AND DOCUMENTATION REPORTS**

The broad issues/parameters of research and documentation are around awareness, inclusion, participation, efficiency, effectiveness, transparency, quality, and accountability of the project being implemented and these should be documented. Based on the socio-cultural context of the city, the implementation stage of the project, and the feedback from stakeholders, the RDA may further extrapolate key issues/ parameters to be included in the documentation. The report should be accompanied by a short video of three to five minutes.

**APPLICABLE FEES AND CHARGES PAYABLE TO THE CONSULTANT**

Town Planning Department shall pay the Consultant a fee of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), inclusive of all applicable taxes (Including all taxes, travel and management etc.) after the completion as per terms and conditions as laid down in the RFP.