

TENDER NOTICE

REQUEST FOR PROPOSAL (RFP) THROUGH E-TENDERING

For

**SELECTION OF HR AGENCY AS SERVICE PROVIDER,
FOR HIRING OF EXPERTS & COMMUNITY ORGANISER TO DEPLOY THEM AT
SMMU-SUDA/CMMU-DUDA ON HIS PAYROLL UNDER
DEENDAYAL ANTYODAYA YOJANA-NATIONAL URBAN LIVELIHOOD
MISSION (DAY-NULM) FOR 130 CITIES/ULB OF UTTAR PRADESH**

July, 2018

RFP No. :2172/241/NULM/Teen/2017-18(HR Agency-Tender), date-19.07.2018

Date of Release of RFP	20-07-2018
Date of Pre-bid meeting	10-08-2018, 11:00 AM
Last date of Uploading of RFP by Bidder	21-08-2018, 4:00 PM
Last date of Submission of RFP Cost & EMD	21-08-2018, 4:00 PM
Date of opening Technical Bid	24-08-2018, 11:00 AM
RFP Cost	Rs. 5,000/ (Rupees Five Thousand only)
Earnest Money Deposit (EMD)	Rs. 35,00,000/ (Rupees Thirty-fiveLakh only)

Bidders/Agencies will upload Technical & Financial Bid.

Note: It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

Mission Director/Director

SULM/SUDA, UP



**State Urban Livelihood Mission (SULM), Uttar Pradesh
(State Urban Development Agency-SUDA. UP)**

7/23, Sector 7, Gomti Nagar Extension, Near U.P. Dial 100/Mother & Child Referral Hospital, Lucknow – 226 010

Website: <http://www.sudaup.org>

**State Urban Livelihood Mission (SULM), Uttar Pradesh
(State Urban Development Agency (SUDA), UP)
7/23, Sector 7, Gomti Nagar Extension, Lucknow – 226010
Website: <http://www.sudaup.org>**

-E-TENDER NOTICE-

Request for Proposal (RFP) for Selection of HR Agencies as service provider (for hiring of Experts & Community Organizers to deploy them at SUDA/DUDA on his Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 130 Cities - all District head quarter cities & above 50,000 population cities) of Uttar Pradesh under DeendayalAntodayaYojna-National Urban Livelihood Mission (DAY-NULM)

RFP No-: 2172/241/NULM/Teen/2017-18(HR AGENCY-Tender), Date-19.07.2018

	Particular	Details
1	Name of the Client inviting RFP	Mission Director, State Urban Livelihood Mission (SULM), U.P.
2	Name of the Assignment	Request for Proposal (RFP) for Selection of HR Agencies as service provider (for hiring of Experts & Community Organizers to deploy them at SUDA/DUDA on his Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 130 Cities - all District head quarter cities & above 50,000 population cities) of Uttar Pradesh under DeendayalAntodayaYojna-National Urban Livelihood Mission (DAY-NULM)
	Participating Agencies must fulfill the following pre-requisites:	<p>I. HR agency should be a company have been in operation in India for at least 5 years after its registration / incorporation; Certification of Incorporation shall be attached.</p> <p>II. Average annual turnover of the HR agency for the last three financial years should be at least Rs. 20Crores from manpower services. Audited balance sheet and CA certificate mentioning turnover from manpower services shall be attached.</p> <p>III. Bidder must be having not less than 1000 manpower on its payroll in each of last three years viz. 2014-15, 2015-16, 2016-17. Copy of ECRs and ESIC challan shall be submitted</p> <p>IV. The HR agency having experience of at least 2 assignments in providing Manpower Services of experts for PMU / PMC to Government of India / State Governments. Also have experience of at least 2 assignments of providing other manpower for Government works of capacity not less than 50 Nos. Copies of Work orders or other document shall be attached</p> <p>V. Bidder must have experience of working with any Urban Development Department project / scheme preferably NULM / HFA.</p> <p>VI. Bidder must have executed three assignments in Uttar Pradesh</p> <p>VII. The bidder should not have been blacklisted by the Central / State Government in India, or any entity controlled by them, from participating in any project at current date.</p> <p>VIII. Bidders should have an operational office in Lucknow since at least Two years</p>
3	Date of Issue of RFP	20.07.2018
4	Availability of RFP Document:	20.07.2018, 6:00 pm (download from website: www.sudaup.org & https://etender.up.nic.in)
5	Last date and time for uploading of RFP by Bidders	21.08.2018, 4:00 PM

6	Date of opening Technical Bid	24.08.2018, 11:00 AM
7	RFP Cost	Interested bidders uploaded scan copy their proposals along with a non-refundable Demand Draft of Rs.5,000/- (Rupees Five thousand only) drawn in favor of Mission Director, State Urban Livelihood Mission, Uttar Pradesh payable at Lucknow, towards the cost of RFP Document. No liability will be accepted for downloading the incomplete document.
8	Earnest Money Deposit (EMD)	Rs.35,00,000/- (Rupees Thirty five Lakh only) in the form of refundable Demand Draft from any Nationalized Bank in favor of “Mission Director, State Urban Livelihood Mission, Uttar Pradesh” payable at Lucknow, to be uploaded scan copy along with the proposal.
9	For any further information Contact to	State Urban Livelihood Mission (SULM)- SUDA, UP, Uttar Pradesh, 7/23, Sector 7, Gomti Nagar Extension, Lucknow – 226 010
10	Uploading of Proposal	Bidders may contact to local NIC or U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001 for registration of e-tendering & applying process.
11	Address for Submission of Original DD of RFP Cost & EMD	<ul style="list-style-type: none"> i. Bidders are requested to submit their original DD of RFP Cost & EMD in the drop box through only special messenger on or before last date at 3:00 PM. ii. Without original DD of RFP Cost & EMD proposal shall not be considered for empanelment. iii. Drop box facility will be available on working days (Monday to Friday) between 10:00am to 05:00pm. iv. Mission Director, State Urban Livelihood Mission (SULM)-SUDA, UP, 7/23, Sector 7, Gomti Nagar Extension, Lucknow – 226 010
12	Proposals uploaded without scan copy of cost of RFP & EMD, will be rejected.	
13	<p>Mission Director, SULM, U.P. reserves the all right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s. The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mention in RFP Document.</p> <p style="text-align: right;">Mission Director/Director, SULM-SUDA, U.P.</p>	

Letter of Invitation

No. /

Date: _____

From:

Mission Director, DAY-NULM/ Director, SUDA
State Urban Development Agency (SUDA UP)
7/23, Sector 7, Gomti Nagar Extension, Lucknow – 226 010
email-nulmup@gmail.com

To:

All Prospective Bidders

Attention: Mr/Ms.

Mission Director, DAY-NULM/ Director, SUDA invites proposals to provide the following consulting services: **Selection of HR Agencies as service provider (for hiring of Experts & Community Organizers to deploy them at SUDA/DUDA/ULB on his Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 130 Cities - all District head quarter cities & above 50,000 population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)**

Brief Description about the Work

- 1.1 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 selected Cities. The selected agency will accordingly place the technical experts at SMMU & CMMU to support the implementation of NULM. This SMMU will be housed in SUDA, UP, Lucknow and CMMU will be housed in selected cities as mention below in the details of introduction to NULM.
- 1.2 The selected agency will be responsible for deploying technical experts required at State and City level as per details provided in annexure-A1.
- 1.3 Terms of Reference (ToR) for each technical expert position 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 NULM & other Poverty Alleviation programme implemented by SUDA.
- 1.4 The technical experts deployed by the selected agency for the SMMU & CMMU will be dedicated full time staff and will be stationed at SUDA, UP and selected ULB/Cities. The day to day work of the technical experts will be assigned by Mission Director, SULM and City Project Officer/Project Director, DUDA or any other officer designate 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, UP.
- 1.5 The selected agency will provide the services of only those experts who fulfil 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.
- 1.6 The period of contract will be for initial period of 1 year and can be further renewed for next 1 year, by mutual agreement, based on satisfactory performance.

Refer the guidelines and ToR for DAY-NULM prescribed by Ministry of Urban Development and Poverty Alleviation, Govt. of India available in website (www.mohua.gov.in).

The Background Information and Scope of Work are provided in Section 4– Scope of Work of the Request for Proposal (RFP);

This RFP is available to all eligible prospective consulting firms who meet the qualifying criteria detailed in the Notice inviting Request for proposal.

Consultants will be selected under **Quality cum Cost Based Selection Method** and Procedures described in this RFP.

The RFP includes the following documents along with Letter of Invitation:

Section 1 – Instructions to Bidders

Section 2 – Data Sheet to Instruction to Bidders

Section 3 – Technical Forms

Section 4 – ToR / Scope of Work

Section 5 Part I – Form of Contract

Part II – General Condition of Contract

All prospective Bidders are advised to go through the RFP Document, visit the towns and communicate their queries, if any, in writing through email to nulmup@gmail.com not later than pre bid meeting date.

Bidders are requested to submit following documents along with their proposals:

- I. Document Fee (Non-Refundable) Rs. 5000 (Rupees Five Thousand Only)
- II. Earnest Money Deposit (EMD) in the form of DD/ BG / FDR amounting Rs. 35 Lakh (Rupees Thirty Five Lakh Only)- Refundable which is as per the para-9.2 of chapter-9 of hiring manual. If submitting FDR the same should be pledged in the Favour of Director, SUDA;
- III. Performance security equivalent to 5% of the value of contract in the form of Bank Guarantee/Fixed Deposit will be required to be submitted by the selected agency within a period of 15 days from the date of notification of award of contract and should remain valid for entire contract period.
- IV. Copy of Certificate of Incorporation/Registration Certificate, Permanent Account Number, Service Tax registration Number.
- V. Audited Statements of last 3 financial years / ITR copy to be enclosed
- VI. Certificate / MOU from Employer regarding experience should be furnished

Mission Director DAY-NULM/Director, SUDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected Consultancy Firms / Agencies / Companies on any grounds.

Yours sincerely,

Mission Director, DAY- NULM/Director, SUDA

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Key Information to Bidders

1. Selection of HR Agencies as service provider (for hiring of Experts & Community Organizers to deploy them at SUDA/DUDA/ULB on his Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 130 Cities - all District head quarter cities & above 50,000 population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)
2. Bidders are advised to study the RFP Document carefully. Submission of Bids against this RFP shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.
3. The RFP document is available at SUDA's website <http://www.sudaup.org> and <http://www.etenderup.nic.in>. Bidders may download the RFP document, and submit their Bid on the date and time mentioned in the table below:

(a)	<i>Date of issuing RFP document to selected HR Agency through EoI on Website</i>	Information to selected HR Agency dated 20-07-2018 available at www.sudaup.org & on http://www.etenderup.nic.in
(b)	<i>Availability of RFP document</i>	From 20-07-2018 on SUDA, U.P. website http://www.sudaup.org / http://www.etenderup.nic.in
(c)	<i>Place of submission of the RFP</i>	http://www.etenderup.nic.in
	<i>Last date and time for submission of the RFP</i>	21.08.2018 up to 4:00 P.M.
(e)	<i>Technical Bids opening date & time</i>	24.08.2018 up to 11:00 A.M.
(f)	<i>Financial Bid opening date & time (Only of technically qualified Bidders)</i>	To be announced later after opening of Technical Bid.
(g)	<i>Venue of opening of technical & financial Bids</i>	State Urban Development Agency, (SUDA), Sector 7/23 Gomti Nagar Opp Dial 100 Lucknow- 226010
(h)	<i>Contact officer</i>	Director, State Urban Development Agency, (SUDA), Sector 7/23 Gomti Nagar opp Dial 100 Lucknow
(i)	<i>Bid Security (Earnest Money Deposit)</i>	Rs.35,00,000.00 (Rupees Thirty-five Lacs) Only
(j)	<i>Cost of tender document</i>	Rs.5,000.00 (Rupees Five thousand) non refundable

4. The Bids will be opened in the presence of Bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table.
5. In the event of date specified for Bids opening being declared a holiday for SUDA's office then the due date for opening of Bids shall be the following working day at the appointed time.
6. Bidder shall have to submit nonrefundable Rs.5,000/ (Rs Five thousand only) in the form of bank draft or bankers cheque in favour of Mission Director, State Urban Livelihood Mission Uttar Pradesh payable at Lucknow, along with technical bid.

Section : 1

INSTRUCTION TO BIDDERS

Instructions to Consultants for participation in e-Tendering

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable

E-Tendering :

- For participation in e-tendering, it is mandatory for prospective bidders to get registration on website www.etender.up.nic.in. Therefore, it is advised to all prospective bidders to get registration at the earliest.
- All tender documents can be downloaded from the website www.etender.up.nic.in
- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a class III digital certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on http://cca.gov.in/cca/?q=licensed_ca.html. Or through UP Electronics Corporation, Lucknow. Kindly note that it may take a few business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. State Urban Development Agency shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at www.etender.up.nic.in
- State Urban Development Agency shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter and also submit the hard copy of the authority letter with the document fees & EMD in drop box.

Apart from uploading e-tender on website, bidder must submit separate envelopes of

- RFP Document Fees (Demand Draft) of Rs. 5,000/- (Five Thousand Only) and EMD (Demand Draft) of Rs. 35,00,000/- (Rs. Thirty five Lakh Only), Authority Letter to Sign on behalf of Consultant, Authority Letter for use of Digital Signature, etc in an envelope before last date of submission of online bid. The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

Technical bid

Bidders must positively complete online e-tendering procedure at www.etender.up.nic.in, they shall have to submit the documents as prescribed in the RFP online in the website.

Price bid

Bidder must submit the Price bid document as per the format given in RFP/available Online and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The price of technically qualified bidder shall be opened online at the notified date. The bidder can view the price bid opening date by logging into web-site. The financial bid will be opened only after completing technical evaluation and scoring.

- On the due date of e-tender opening, the technical bid of bidders and EMD and tender fee, will be opened first. SUDA reserves the right for extension of due date of opening of technical bid.
- SUDA reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit www.etender.up.nic.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site of SUDA or www.etender.up.nic.in. SUDA shall have no responsibility for any delay/omission on part of the bidder.

Section 1-INSTRUCTION TO BIDDERS

1. INTRODUCTION

General

- 1.1 SULM/State Urban Development Agency,Lucknow,Uttar Pradesh,INDIAwillselect HR Agencyin accordancewith themethodof selectionspecifiedintheDataSheet.
- 1.2 Biddersshouldfamiliarize themselveswithlocalconditions andtaketheminto accounting preparingtheirProposals.Toobtainfirst-handinformationonthe assignment andlocalconditions,Bidders areencouragedtovisittheprojectsite andengageinstakeholderconsultations.
- 1.3 Biddershallbearallcostsassociatedwiththepreparationandsubmissionof theirProposals.Costsmightincludesitevisit;collectionofinformation; and,if selected,attendanceatcontractnegotiationsetc.
- 1.4 TheSULM/SUDAis notboundtoacceptanyProposalandreservetherighttoannulthe selection process atanytimepriortocontract award,withouttherebyincurring any liabilitytotheBidders.
- 1.5 In preparing their Proposals, Bidders are expected to examine in detail the documentscomprisingtheRFP.Material deficiencies in providing the information requested may result in rejection of a Proposal.

ConflictofInterest

- 1.6 SULM/SUDA requires that Biddersprovide professional, objective andimpartial advice and at all times hold the client'sinterests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - i. IfaBidder combines the function of consulting with those of contracting and/or supply of equipment; or
 - ii.If a Bidderis associated with or affiliated to a contractor ormanufacturer; or
 - iii. If a Bidder is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. The Bidder should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder will limit its role to that of a Bidder and disqualify itself and its associates from work, in any other capacity or any future project within the next five years that may emerge from this assignment (including bidding or any part of the future project). The contract with the Bidder selected to undertake this assignment will contain an appropriate provision to such effect.

FraudandCorruption

- 1.7 SULM/SUDArequiresthatBidders observethehigheststandardofethicsduringthe hiring andexecutionofsuchcontracts.Insuchpursuance ofthispolicy,SUDA:
 - i. defines, forthepurposesof thisprovision,thetermsset forthbelowasfollows:
 - a. "Corruption Practice" public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the hiring process or in contract execution; and
 - b. "Fraudulent Practice" means a misrepresentation of the facts in order to influence a hiring process or the execution of a contract to the detriment of the SULM /SUDA, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the SUDA of the benefits of free and open competition).

- c. will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt practice or fraudulent practices in competing for the contract; and
- d. will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded any SULM/SUDA contract if it at any time determines that the bidder has engaged in corrupt practice or fraudulent practice in competing for, or in executing, any SULM/SUDA contract.
- e. EMD to be forfeited in case of any corrupt practice or fraudulent practice in competing for the contract.

Proposal Validity

- 1.8** The data sheet indicates how long the Bidder's proposal must remain valid after the submission date. During this period, the Bidders shall maintain the availability of expert's nominated in the Proposal. The SULM/SUDA will make its best effort to complete negotiations within this period. In case of need, the SULM/SUDA may request Bidders to extend the validity period of their Proposals subject to maximum of 180 days. Bidders have the right to refuse to extend the validity period of their Proposals.

Participation of Government Employees

- 1.9** Non-service government employees shall be deployed by the Bidder without the prior written approval by the appropriate authority.

1.10 Earnest Money Deposit (EMD)

- i. The EMD of amount indicated in Data Sheet in favour of Director, SUDA payable at Lucknow shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt Banker's Cheque or Bank Guarantee from any of the nationalised banks whose date is of before downloading the RFP, in an acceptable form. The EMD is to remain valid for a period of forty-five days beyond the final bid validity period.
- ii. The SULM / SUDA shall reject any bid not accompanied by appropriate EMD, as non-responsive.
- iii. The EMD of the successful Bidders shall be returned within two months once he has signed the agreement and furnished the required performance security.
- iv. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- v. The EMD may be forfeited:
 - a. Bidder withdraws its bid during the period of bid validity.
 - b. If the successful Bidder fails to:
 - (i) Sign the Agreement within required timeframe;
 - (ii) Furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1** Bidders may request a clarification of any of the RFP documents on the day of pre bid date. Should the SULM/SUDA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2 and decision of the pre bid meeting will be uploaded on the website of SUDA UP accordingly.
- 2.2** At any time before the submission of Proposals, the SUDA may, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the SULM/SUDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

- 3.1** Bidder's proposal will consist of three (3) components

- i. Earnest Money Deposit (EMD)
- ii. The Technical Proposal, and
- iii. The Financial Proposal

3.2 Earnest Money Deposit (EMD)

EMD as mentioned in clause no 1.10 above shall be placed in Envelope I. If the EMD is found proper then only technical and financial proposals will be entertained.

3.3 Technical Proposal

The Proposal as well as all related correspondence exchanged by the Bidders and the SULM/SUDA, shall be in English. All reports prepared by the contracted Bidders shall also be in English.

- 3.4** The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the Bidder and items given in the checklist

Technical Checklist for responsiveness of bidder is given below:

Sl.No	Item	Bidder's Required Response
1	Has the consultant paid the RFP document fees	
2	Has the consultant submitted the requisite bid processing fee and bid security	
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	
4	Has the power of attorney been submitted in the name of authorized representative	
5	Has the consultant submitted all the required forms of the technical proposal (Experience certificates of Bidder, approach and methodology and Details of key professionals)	
6	Does the technical proposal contain any financial information	
7	Is financial proposal submitted separately in a sealed cover	

4. FINANCIAL PROPOSAL

- 4.1** All information provided in Bidder's financial Proposal will be treated as confidential.
 - 4.2** The Financial Proposal is to be submitted in the form given in Financial Proposal.
 - 4.3** No proposed schedule of payments should be included in Bidder's financial Proposals.
 - 4.4** Bidders shall quote the rates in Indian National Rupees (INR) only.
- 5.** The rates to be quoted shall be in the format given in Financial Bid. It shall include all costs / expenses and statutory taxes excluding Taxes. SUDA shall pay Taxes as applicable at prevailing rates. Service Taxes shall be shown separately.

6. SUBMISSION, OPENING OF PROPOSALS

- 6.1** The original Proposal (Earnest Money Deposit, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- 6.2** An authorized representative of the Bidders shall initial all pages of the Technical Proposal and Financial Proposal duly stamped.

6.3 The original and all copies of the Technical Proposal to be uploaded on www.etenderup.nic.in

7. Instructions for uploading/submission of Proposal

7.1 These instructions should be read in conjunction with information specific to the consulting services/work contained in the Covering Letter, Data Sheet, and Instructions to Bidders for participation in Tendering and accompanying documents.

7.2 **Proposals must be uploaded before the deadline specified in the Tender Notice & Technical Bid. Original DD of RFP cost & EMD must be submitted to the address specified on the Technical Bid and delivered on or before the time specified in the Technical Bid.**

7.3 Uploading/Submission of Proposals

7.3.1.1 **The proposal should be as per the prescribed format as given in the RFP Document. Bidders shall upload their proposals through contacting to Local NIC or U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001 for registration of e-tendering process.**

7.3.1.2 **The proposal must be uploaded before the last date and time mentioned in RFP. SULM-SUDA, UP, will not be responsible for any delay/technical error.**

7.4 Format and signing of Proposals

7.4.1 **All Technical & Financial Proposals shall be uploaded in specified technical & financial formats available in RFP only along with photo copy of DD for Cost of RFP & EMD.**

7.4.2 **Original DD of RFP cost & EMD must be submitted to the address specified on the Tender Notice & Technical Bid and delivered on or before the time specified in the Tender Notice & Technical Bid.**

7.4.3 **Without original DD of RFP Cost & EMD proposal shall not be considered for empanelment.**

7.4.4 The Technical & Financial proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Agency. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except cover page and printed literature, shall be signed or initialed by the person signing the Proposal.

7.4.5 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

7.4.6 **All bids must contain original DD of RFP cost & EMD shall be sealed in an envelope. This envelope shall be sealed, and signed over the seal, and will be clearly labeled with:**

Title of RFP: 1. Request for Proposal (RFP) for Selection of HR Agencies as service provider (for hiring of Experts & Community Organizers to deploy them at SUDA/DUDA on his Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 130 Cities - all District head quarter cities & above 50,000 population cities) of Uttar Pradesh under DeendayalAntodayaYojna-National Urban Livelihood Mission (DAY-NULM)

2. RFP Number:

3. Date of submission of original DD of RFP cost & EMD:

4. Name & Address of the Agency:

7.4.7 Both proposals Technical and Financial Proposal must be uploaded in a separate section.

8 PROPOSAL EVALUATION

General

- 8.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the SULM/SUDA on any matter related to its Technical Proposal and/or Financial Proposal. Any effort by a Bidder to influence the SULM/SUDA in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's proposal
- 8.2 The envelope 1 shall be opened first. If the EMD is not found to be in order then the proposal shall be treated as non responsive and shall not be evaluated further.

Evaluation of Technical Proposals

- 8.3 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those Bidders, who meet with the prescribed eligibility criteria.
- 8.4 The committee constituted by SULM/SUDA hereinafter referred to Evaluation Committee will be responsible for evaluation and rankings of Proposals received.
- 8.5 The Evaluation committee will evaluate and rank the Technical Proposals on the basis of proposal's responsiveness to the ToR/ Scope of work using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.
- 8.6 A Technical Proposal may not be considered for evaluation in any of the following cases:
 - i. The Technical Proposal was submitted in the wrong format;
 - ii. The Technical Proposal included details of costs of the services; or
 - iii. The Technical Proposal reached the SUDA after the submission closing time and date specified in the Data Sheet.
- 8.7 After the technical evaluation is completed, the SUDA shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The SUDA shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidder's attendance at the opening of Financial Proposals is optional).

9 EVALUATION OF FINANCIAL PROPOSALS

- i. The marks of each Technical Proposal that met the minimum mark of 750 will qualify for opening of financial proposal.
 - ii. Each Financial Proposal will be checked to confirm the terms and conditions.
 - iii. The Evaluation Committee will open Financial Proposal of each of the only qualified Technical Proposal.
- 9.1 Evaluation of Financial Proposals

- I. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
 - II. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
 - III. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
 - IV. Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.
- 9.2 The Evaluation Committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Evaluation Committee or any personnel of SULM/ SUDA will not be permitted to seek clarification or additional information from any Bidder, who has submitted a Financial Proposal.
- 9.3 The details content of each Financial Proposal will be subsequently reviewed by the Evaluation Committee.
- 9.4 The evaluated total price (ETP) for each Financial Proposal will be determined by following:

$$S_f = 1,000 \times F_m / F$$

Where:

S_f is the financial score of the Financial Proposal being evaluated

F_m is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.

Ranking of Proposals (QCBS)

- 9.5 Following completion of evaluation of Technical Proposal and Financial Proposal, final ranking of the Proposals will be determined. This will be done by applying a weightage of 70 (or Seventy percent) and 30 (or Thirty percent) respectively to the Technical Score and Financial Score of each evaluated qualifying Technical Proposal and Financial Proposal and then computing the relevant combined total score for each Bidder.
- 9.6 The Technical Score and Financial Scores shall be added and the Contract will be awarded to the Bidder which scores maximum points.
- 10 **Contract Negotiations and Award of Contract**
- 10.1 Negotiations, if required, will be done in accordance to Uttar Pradesh Procurement Manual (Procurement of Goods) vide letter no. 5/2016/253/18-2-2016-3(SP)/2010 dated 01 April, 2016.

Section: 2

DataSheetto Instruction to Bidder

Paragraph Reference																
1.1	NameoftheClient: State Urban Development Agency (SUDA) Client's Representative Mission Director, DAY-NULM/Director, SUDA Methodofselection: QualityCumCostBasedSelection(QCBS)Method(70:30)															
1.8	Proposalsmustremainvalidfor 180days fromthesubmissiondate.															
1.10(i)	EMD:Rs.35 Lakh (Rupees Thirty-FiveLakh Only)which is as per the para-9.2 of chapter-9 of hiring manual EMD Validity: 45 days beyond bid validity date Mode: As prescribed in ITC. If submitted in the form of Bank Guarantee, the format prescribed atAppendix-II and it should be in accordance to UP GO No. A-2-3280/Ten-82-15-1(19)–69 dated 22/04/1983 Performance security equivalent to 5% of the value of contract in the form of Bank Guarantee/Fixed Deposit will be required to be submitted by the selected agency within a period of 15days from the date of notification of award of contract and should remain valid for entire contract period.															
1.10(V) ii	EMDmaybe forfeitedifthe successfulbiddersfailto signtheContractwithin30daysofIntimationfor signingofcontract.															
2.1	Pre-bid meeting will be held on 10.08.2018 from 11.00 am at the following address and bidders may seek clarifications: Mission Director, DAY- NULM/ Director, SUDA 7/23, Sector 7, Gomti Nagar Extension, Near U.P. Dial 100/Mother & Child Referral Hospital, Lucknow – 226010, Email-nulmup@gmail.com															
5.4	Last date of uploadingbids, date 21.08.2018, Time:16.00hrs															
6.7	Technical Proposals shall be evaluated on the basis of following pre-identified criteria: (a) Technical criteria that would be considered for selection of preferred bidder would be as follows: <table border="1" data-bbox="406 1449 1396 1690"> <thead> <tr> <th>S. No</th> <th>Criteria</th> <th>Score Allocated</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Firms General Experience in similar assignments</td> <td>400</td> </tr> <tr> <td>2</td> <td>Proposed Approach and Methodology</td> <td>200</td> </tr> <tr> <td>3</td> <td>Qualification and Experience of Team Leader & Other Key Professional</td> <td>400</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Score</td> <td>1000</td> </tr> </tbody> </table> Details attached as Appendix I The minimum qualifying marks is 750.The financial bid of bidder getting less than 750 marks will be returned unopened.	S. No	Criteria	Score Allocated	1	Firms General Experience in similar assignments	400	2	Proposed Approach and Methodology	200	3	Qualification and Experience of Team Leader & Other Key Professional	400	Total Score		1000
S. No	Criteria	Score Allocated														
1	Firms General Experience in similar assignments	400														
2	Proposed Approach and Methodology	200														
3	Qualification and Experience of Team Leader & Other Key Professional	400														
Total Score		1000														
8.2	Any, Negotiation of the rates will be done as per the hiring Manual of Department of Micro, Small and Medium Enterprises, Uttar Pradesh															

Appendix-Ito Data Sheet

DETAILED MARKING	Criteria	Maximum Marks
1	Firms Experience	600
1 A	Number of years in existence as HR service provider	100
i	= > 3 &< = 5 Years	30
ii	> 5 &< = 10 Years	50
iii	> 10 Years	100
1 B	The HR agency having experience of at least 2 assignments in hiring of experts for PMU / PMC to Government of India / State Governments.	200
i	= > 2 &< = 5 Assignments	75
ii	> 5 &< = 7 Assignments	150
iii	> 7 Assignments	200
1 C	Also have experience of at least 2 assignments of providing manpower for any Government works of capacity not less than 50 Nos.	100
i	= > 2 &< = 5 Assignments	30
ii	> 5 &< = 10 Assignments	50
iii	> 10 Assignments	100
1 D	Financial Performance of Agency	200
i	= > 20 Crore &< = 30 Crore	75
ii	> 30 Crore &< = 40 Crore	150
iii	> 40 Crore	200
2	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (ToRs)	200
2 A	Understanding of project scope and objectives, Technical approach and methodology	150
2 B	Work Plan and Planning for Deliverables	50
4	Qualification and Experience of Team Leader & Other Key Professionals	200
i	Social Development Specialist	50
ii	HR Manager	30
iii	Finance Manager	30
iv	MIS Manager	30
v	Team Leader	30
vi	Liaison Manager	30
<p>The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) Academic qualification and years of overall experience: 20% Maximum 100% marks of 20% shall be given for Post Graduation, 75% marks of 20% shall be for Graduation and for Diploma 50% marks of 20% shall be given.</p> <p>2) Adequacy for the Assignment (experience in the sector / similar assignments): 80% Maximum marks will be given for 10 assignments</p>		

EMD Form (Bank Guarantee)Appendix-II

1. In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt _____ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), _____, we, _____ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement.

2. We _____ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department), Ministry of _____ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the

part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We _____, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing. Dated the _____ day of 2018 For _____ (indicate the name of Bank)

Section: 3

Technical Bid

Section 3: Technical Forms

[Location,Date] To:

Dear Sir/Madam:

We, _____ the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/ as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date of publication of this tender.

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

We remain

Your's sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

Name & Seal of Firm: _____

Address : _____

FORMTECH-2A: Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of the Bidder with following summary sheet.]

Details		Page No.
---------	--	----------

Name of the Agency:		
Address of Registered Office: Attach Reg. Paper.		
Year of Establishment:		
Contact Person with Contact Details:		
Annual Turnover* in last three years (in Lakhs) FY 2014-15: FY 2015-16: FY 2016-17: Average Annual Turnover for above three financial years: (Total/3) *Audited statements to be enclosed		
Net worth of Agency (Positive/Negative):		
Current Contract Commitments: (In Lakh)		
Experience in Similar Assignment: - Number of years: - Total assignments: - Assignments completed in last 3 years:		
Any Award or Felicitation received by your Agency complete details for the same		
Any Other Relevant Details:		

Authorized Signature [In full and initials]: _____

Name and title of Signatory

Name & Seal of Firm

Form TECH-2B: Bidder's Experience [For full technical proposals only]

[The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one

of the major companies within a consortium, was legally contracted by the Employer stated below for each assignment]

Assignment name:	Approx. value of the contract (in current `):
Country: Location within country:	Duration of assignment (months): Duration of Completion of Assignment.
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Bidders:
Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

*(Certificate from Employer regarding experience should be furnished)

Authorized Signature [In full and initials]: _____

Name and title of Signatory

Name & Seal of Firm

Section 4: ToR / Scope of Work

(Annexure-1)

HR Agency shall establish an office at Lucknow to monitor experts of SSMU&CMMU

State Level Technical Cell

Scope of Work

- 1.1 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 selected Cities. The selected agency will accordingly place the technical experts at SMMU & CMMU to support the implementation of NULM. This SMMU will be housed in SUDA, UP, Lucknow and CMMU will be housed in selected cities as mention below in the details of introduction to NULM.
- 1.2 The selected agency will be responsible for deploying technical experts required at State and City level as per details provided in annexure-1
- 1.3 Terms of Reference (ToR) for each technical expert position at SMMU & CMMU including qualification and experience is provided in annexure-1. However, the job description provided is indicative in nature and may change as per the requirement of the NULM & other Poverty Alleviation programme implemented by SUDA.
- 1.4 The technical experts deployed by the selected agency for the SMMU & CMMU will be dedicated full time staff and will be stationed at SUDA, UP and selected ULB/Cities. The day to day work of the technical experts will be assigned by Mission Director, SULM and City Project Officer/Project Director, DUDA or any other officer designate 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, UP.
- 1.5 The selected agency will provide the services of only those experts who fulfil 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.

Remuneration will be transferred into experts account directly through DBT, vendor has to be open a separate account for this work and has to be registered on PFMS

Duration of Services:

Duration of the Contract may be initially for 1 year and extension for next 1 year will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

HR Agency shall provide the specialist in DAY-NULM as mentioned below:

S. N	Designation of Key Experts		Number of positions
1	State Mission Manager - Social Mobilization and Institution Development		1
2	State Mission Manager – Shelters and Social Infrastructure		1
3	State Mission Manager - Skills and Livelihoods		1
4	State Mission Manager – Financial Inclusion & Micro Enterprises		1
5	State Mission Manager - MIS & ME		1
6	State Mission Manager – HR & Capacity Building		1
S.N	Position	Education and Experience Particulars	Competencies
1.	State Mission Manager - Social Mobilization and Institution	Two year full time Post Graduate diploma in Management/MBA or Masters in any other relevant discipline with 5 years of experience Or Graduate from government recognized institutes with 8 years of experience in Social Development work with poverty reduction programs of considerable size and scale.	The person should be Proficient with MS office; should have acknowledged capabilities in partnership

	Development		management; strong analytical, conceptual and strategic thinking skills; ability to handle large scale planning handling MIS etc. Experience of working with government institutions will be given preference.
2.	State Mission Manager – Shelters and Social Infrastructure	Two year full time Post Graduate diploma in Management/MBA or Masters in any other relevant discipline with 5 years of experience Or Graduate from government recognized institutes with 8 years of experience in poverty reduction programs involving social development and establishment/monitoring/maintenance of community infrastructures.	
3.	State Mission Manager - Skills and Livelihoods	Two year full time Post graduate diploma in Management/ MBA or Masters in any other relevant discipline with 5 years of experience Or Graduate from government recognized institutes with 8 years of experience in implementation of skill training and placement programmes with considerable size and scale.	
4.	State Mission Manager – Financial Inclusion & Micro Enterprises	Two year full time Post graduate diploma in Management/ MBA or Masters in any other relevant discipline with 5 years of experience Or Graduate from government recognized institutes with 8 years of experience in dealing with credit linkages, social security and/or micro enterprises promotion in poverty reduction programmes / financial institutions.	
5.	State Mission Manager – HR & Capacity Building	Two year full time Post graduate diploma in Management/ MBA or Masters in any other relevant discipline with 5 years of experience Or Graduate from government recognized institutes with 8 years of experience in staff recruitment, training and capacity building work with state level projects.	The person should have, in addition to the above mentioned competencies, acknowledged capabilities in client management; excellent negotiation skills; ability to handle large scale recruitment; developing a theme based capacity building strategy and modules etc.
6.	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.

Key Responsibility Areas

(a) State Mission Manager – Social Mobilization and Institution Development

Ensure that state and cities adhere to the guidelines prescribed by NULM.

Develop work plan for implementation of Social mobilization component in the state.

Responsible for the SM&ID targets of the state with respect to community mobilization, SHGs, Federations and Revolving Fund.

Identification and empanelment of Resource Organizations (ROs) under NULM.

Ensure the SHGs, ALF and CLF structures are established across all cities in the state.

Identifying technical and capacity building resource agencies, regular interface with them and engage them in implementation of NULM.

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

Support the resource agencies in capacity building/ sensitization of CMMUs within or across the states. S/he will also oversee the development of capacity building modules, arranging cross learning workshops related to KRAs as and when required.

Arranging for appropriate linkages with relevant agencies/departments and integrate Social mobilization agenda in implementing of NULM.

Ensure reporting of the Social mobilization and institution Development component.

Work closely with other State Mission Managers at the state level for successful implementation of NULM.

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

(b) State Mission Manager – Shelters and Social Infrastructure

Ensure that cities adhere to the guidelines prescribed by NULM.

Planning, establishment and operationalisation of CLCs in the state.

Ensure implementation of USVs & SUH components in the state.

Identification of facilitation organizations for promotion of CLCs and implementation of the same through PPP mode.

Work closely with ULBs with regard to CLCs, Vendor Markets and Shelters for Urban homeless.

Ensure that all the city vendor development plan are prepared and operationalized at city level.

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

Responsible for ensuring linkages with other line departments at the state level for integrating the social infrastructure agenda for effective coordination and implementation of the mission at the state level.

Support the resource agencies in capacity building/ sensitization of CMMUs within or across the states. S/he will also oversee the development of capacity building modules, arranging cross learning workshops related to KRAs as and when required.

Ensure reporting against KRAs.

Work closely with other State Mission Managers at the state level for successful implementation of NULM.

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

(c) State Mission Manager – Skills and Livelihoods

Ensure that state and cities adhere to the EST & P guidelines prescribed by NULM.

Prepare work plan for EST & P agenda across the state.

Responsible for the EST & P targets of the state.

Responsible for Identification and empanelment of Skill Training Providers (STPs), agencies for accreditation and certification.

Monitoring the performance quality of the STPs and other agencies involved.

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

Support the resource agencies in capacity building/ sensitization of CMMUs. S/he will also oversee the development of capacity building modules, arranging cross learning workshops related to KRAs as and when required.

Ensure linkages with industry associations, skill development mission, sector skill councils, line departments, resource institutes, and other relevant agencies.

Ensure reporting against KRAs.

Work closely with other State Mission Managers at the state level for successful implementation of NULM.

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

(d) State Mission Manager – Financial Inclusion and Micro Enterprises

Ensure that state and cities adhere to the guidelines prescribed by NULM.

Prepare work plan for Universal Financial Inclusion (UFI) and Self Employment Programme (SEP) agenda across the cities.

Responsible for UFI & SEP targets of the state.

Ensure the bank linkages for SHGs and its members.

Facilitate access to credit for micro enterprises set up by the urban poor.

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

Support the resource agencies in capacity building/ sensitization of CMMUs within or across the states. S/he will also oversee the development of capacity building modules, arranging cross learning workshops related to imparting financial literacy to urban poor and other KRAs as and when required.

Arranging for appropriate linkages with relevant agencies/departments and integrate Universal Financial Inclusion and Self-employment programme agenda in implementing of NULM.

Ensure reporting against KRAs.

Work closely with other State Mission Managers at the state level for successful implementation of NULM.

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

(e) State Mission Manager – MIS & ME

Prepare work plan for monitoring of the components of NULM.

Responsible for the ensuring proper implementation of MIS at the state level, compilation of information across the cities and submission of the same to the national level.

Undertake field visit to cities /ULB's for real time monitoring of the scheme.

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

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

Support capacity building of CMMUs within or across the states in implementation of MIS & ME. She/He will also oversee the development of capacity building modules related to MIS etc.

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

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

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

(f) State Mission Manager – HR & Capacity Building

Ensure that state and cities adhere to the guidelines prescribed by NULM.

Prepare work plan for implementation of CB&T component in the state.

Responsible for the CB&T targets of the state.

Ensure CMMU structures are established and staffed across all cities in the state.

Identifying technical and capacity building resource agencies, regular interface with them and engage them for building the capacities of the stakeholders of NULM.

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

Support the resource agencies in capacity building/ sensitization of CMMUs within or across the states. S/he will also oversee the development of capacity building modules, arranging cross learning workshops related to KRAs as and when required.

Arranging for appropriate linkages with relevant agencies/departments in order to strengthen the capacities of the staff and other stakeholders of NULM.

Reporting against KRAs.

Work closely with other State Mission Managers at the state level for successful implementation of NULM.

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

Details of the Technical Experts to be positioned at CMMU Level

City Mission Management Units (CMMUs) will have with two experts in cities below 3 lakh populations, three experts in cities with a population of 3 to 5 lakh and four experts in cities having more than 5 lakh populations. The details of the positions at CMMU level are as follows:

Large cities (> 5 Lakh Population)	Medium cities (>3 &<5 Lakh Population)	Small cities (<3 Lakh Population)
a) Manager- Social Development &Infrastructure.	a) Manager- Social Development &Infrastructure.	a) Manager- Social Development &Infrastructure.
b) Manager – Skills and Livelihoods.	b) Manager – Skills and Livelihoods.	b) Manager- Skills and Micro Enterprises.
c) Manager – Financial Inclusion & Micro Enterprises.	c) Manager – Financial Inclusion & Micro Enterprises.	
d) Manager- MIS & ME.		

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 NULM at the city level. The position is a contractual engagement, initially for two years. Renewal of contract is done every two years 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 both English and the regional language

S.N	Position	Education and Experience Particulars	Competencies
1.	Manager-Social Development & Infrastructre.	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 programs.	The person should be Proficient with MS office; strong analytical skills, Experience of working with government institutions will be given preference.
2.	Manager – Skills and Livelihoods	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.	
3.	Manager - Financial Inclusion & Micro Enterprises	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 dealing with credit linkages, social security and/or micro enterprises promotion in poverty reduction programmes/financial institutions.	
4.	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 3 years of experience in designing and implementation of MIS and ME for large development projects, preferably poverty reduction project.	

III. Key Responsibility Areas

(a) Manager – Social Mobilization and Institution Development

- i. Ensure that city adheres to the guidelines prescribed by NULM.
- ii. Develop work plan for implementation of Social mobilization component for the city.
- iii. Responsible for the SM&ID, USVs & SUH targets of the city with respect to community mobilization, 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 mobilization agenda in implementing of NULM.
- vii. Ensure reporting of the Social mobilization 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 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 NULM.
- ix. Perform any other related tasks assigned by the City Project Officer, CMMU

(c) Manager – Financial Inclusion and Micro Enterprises

- i. Ensure that the city adhere to the guidelines prescribed by NULM.
- ii. Prepare work plan for Universal Financial Inclusion (UFI) and Self Employment Programme (SEP) agenda for the city.
- iii. Responsible for UFI & SEP targets of the city.
- iv. Ensure the bank linkages for SHGs and its members at the city level.
- v. Facilitate access to credit for micro enterprises set up by the urban poor at the city level.
- vi. Responsible for providing need based Technical Assistance to COs.
- vii. Arranging for appropriate linkages with relevant agencies/departments and integrate Universal Financial Inclusion and Self-employment programme agenda in implementing of NULM.
- viii. Ensure reporting against KRAs.
- ix. Work closely with other Managers at the city level for successful implementation of NULM.
- x. Perform any other related tasks assigned by the City Project Officer, CMMU.

(d) Manager – MIS & ME

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

- ii. Responsible for the 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 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 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 NULM. The position is a contractual engagement, initially for two years. Renewal of contract is done every two years 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 both English and the regional language.

II. Education and experience particulars

The suggested educational qualification for this position is Intermediate (10+2) in any discipline. However, states and cities may decide to increase the educational qualification required for this position based on the local conditions. Candidates should have at least 5 years of experience in working with community on social development. If the existing COs fulfill the criteria, they may also be considered. Proficiency in MS office (Word, Excel, power point etc) is required.

III. Key Responsibility Areas

10. Ensure that the social mobilization of urban poor in his or her operational area – directly or through Resource Organisations (ROs).
11. Facilitate community in forming into groups/federations.
12. Facilitate implementation of various programmes/aspects related to NULM in his/her operational area.
13. Develop community level comprehensive database on infrastructure, assets and social aspects, update the database periodically.
14. Support and strengthen SHGs and their federations including the SHGs of disabled persons in accessing convergent services.
15. Promote SHG-Bank linkage.
16. Establish liaison with government departments for convergence.

17. Assist in surveys related to NULM
18. Support implementation of development works like community contracts, O & M of community assets etc.
19. Document the working of good practices
20. Organize and attend community level meetings trainings, as per the need.
21. Submit periodic reports as necessary
22. Any other tasks/ duties as assigned from time to time by the CPO

Compensation and allowances- Short synopsis below:

- A. In case of technical experts recruited for SMMU level remuneration of Rs. 60,000 per month and in case of technical experts recruited for CMMU level a remuneration of Rs. 40,000 per month will be given.
- B. A remuneration of Rs. 10,000 per month will be given to COs at city level.
- C. These are ceilings for remuneration; however lesser amount can be paid as per the market conditions prevailing at the state/city level.

Payment Terms

The payment would be on a “Collect& Pay Model” the honorariums of the deployed staff would be calculated from 1st to last date of next month. The agency would make payment to the deployed staff on or before 5th of the month.

The agency will submit the monthly bill/invoice for the staff along with last month bank statement/payment certificate, to SUDA latest by 2nd day of the month. The last month statement of e-payment must show the individual amount credited in to the staff etc.

Also, the agency will be required to submit last month challan, of EPF, ESI, TDS, GST paid by the agency along with invoice in succeeding month.

Roles & Responsibilities of agency.

- 1) The agency will adhere to payment terms
- 2) Leave records of the deployed staff will be maintained by the agency.
- 3) The agency will be required to deduct & Deposit ESI, EPF, TDS as applicable.
- 4) Form 16 will have to be provided to each employee by the agency for filing return by the employee.
- 5) The bill submitted by the agency will be duly verified by accounts department of NULM and the total amount to be paid in form of salary along with service charges to the agency is transferred by RTGS to agencies a/c after deducting TDS as at the applicable rates.

Annexure II - Details of 130 Cities:

Sl.No.	Name of the District	Name of the City/Town
1	LUCKNOW	LUCKNOW (M Corp.)
2	KANPUR NAGAR	KANPUR (M Corp.)
3	GHAZIABAD	GHAZIABAD (M Corp.)
4	AGRA	AGRA (M Corp.)
5	MEERUT	MEERUT (M Corp.)
6	VARANASI	VARANASI (M Corp.)
7	ALLAHABAD	ALLAHABAD (M Corp.)
8	BAREILLY	BAREILLY (M Corp.)
9	MORADABAD	MORADABAD (M Corp.)
10	ALIGARH	ALIGARH (M Corp.)
11	SAHARANPUR	SAHARANPUR (M Corp.)
12	GORAKHPUR	GORAKHPUR (M Corp.)
13	FIROZABAD	FIROZABAD (NPP)
14	GHAZIABAD	LONI (NPP)
15	JHANSI	JHANSI (M Corp.)
16	MUZAFFARNAGAR	MUZAFFARNAGAR (NPP)
17	MATHURA	MATHURA (NPP)
18	SHAHJAHANPUR	SHAHJAHANPUR (NPP)
19	RAMPUR	RAMPUR (NPP)
20	MAU	MAUNATH BHANJAN (NPP)
21	FARRUKKHABAD	FARRUKKHABAD (NPP)
22	HAPUR	HAPUR (NPP)
23	ETAWAH	ETAWAH (NPP)
24	MIRZAPUR	MIRZAPUR (NPP)
25	BULANDSHAHR	BULANDSHAHR (NPP)
26	SAMBHAL	SAMBHAL (NPP)
27	AMROHA	AMROHA (NPP)
28	HARDOI	HARDOI (NPP)
29	FATEHPUR	FATEHPUR (NPP)
30	RAEBARELI	RAEBARELI (NPP)
31	JALAUN	ORAI (NPP)
32	BAHRAICH	BAHRAICH (NPP)
33	JAUNPUR	JAUNPUR (NPP)
34	UNNAO	UNNAO (NPP)
35	SITAPUR	SITAPUR (NPP)
36	FAIZABAD	FAIZABAD (NPP)
37	BANDA	BANDA (NPP)
38	BADAUN	BADAUN (NPP)
39	LAKHIMPUR KHERI	LAKHIMPUR KHERI (NPP)
40	HATHRAS	HATHRAS (NPP)
41	MAINPURI	MAINPURI (NPP)
42	LALITPUR	LALITPUR (NPP)

43	GHAZIABAD	MODINAGAR (NPP)
44	DEORIA	DEORIA (NPP)
45	PILIBHIT	PILIBHIT (NPP)
46	BULANDSHAHR	KHURJA (NPP)
47	GHAZIPUR	GHAZIPUR (NPP)
48	ETAH	ETAH (NPP)
49	BASTI	BASTI (NPP)
50	SAMBHAL	CHANDAUSI (NPP)
51	GONDA	GONDA (NPP)
52	AMBEDKAR NAGAR	AKBARPUR (NPP)
53	AZAMGARH	AZAMGARH (NPP)
54	CHANDAULI	MUGHALSARAI (NPP)
55	SULTANPUR	SULTANPUR (NPP)
56	FIROZABAD	SHIKOHABAD (NPP)
57	SHAMLI	SHAMLI (NPP)
58	BALLIA	BALLIA (NPP)
59	BAGPAT	BARAUT (NPP)
60	KASGANJ	KASGANJ (NPP)
61	MAHOBA	MAHOBA (NPP)
62	BIJNOR	BIJNOR (NPP)
63	G B NAGAR	DADRI (NPP)
64	AURAIYA	AURAIYA (NPP)
65	KANNAUJ	KANNAUJ (NPP)
66	BALRAMPUR	BALRAMPUR (NPP)
67	BARABANKI	NAWABGANJ (NPP)
68	PRATAPGARH	PRATAPGARH (NPP)
69	CHITRAKOOT	CHITRAKOOT DHAM KARVI (NPP)
70	BAGPAT	BAGPAT (NPP)
71	KUSHINAGAR	PADRAUNA (NPP)
72	SANT KABIR NAGAR	KHALILABAD (NPP)
73	SONBHADRA	RABERTSGANJ (NPP)
74	HAMIRPUR	HAMIRPUR (NPP)
75	MAHARAJGANJ	MAHARAJGANJ (NPP)
76	SIDDHARTH NAGAR	SIDDHARTH NAGAR (NPP)
77	SHRAWASTI	BHINGA (NP)
78	CHANDAULI	CHANDAULI (NP)
79	KANPUR DEHAT	AKBARPUR (NP)
80	KAUSHAMBI	MANJHANPUR (NP)
81	AMETHI	AMETHI (NP)
82	BHADOHI	GAYANPUR (NP)
<i>Newly Selected 50 Cities in 2017-18</i>		
83	AMROHA	GAJRAULA (NP)

84	AMROHA	HASANPUR (NPP)
85	BIJNOR	KIRATPUR (NPP)
86	BIJNOR	CHANDPUR (NPP)
87	BIJNOR	NAJIBABAD (NPP)
88	BIJNOR	NAGINA (NPP)
89	BIJNOR	SHERKOT (NPP)
90	BIJNOR	SEOHARA (NPP)
91	BIJNOR	DHAMPUR (NPP)
92	MEERUT	MAWANA (NPP)
93	MEERUT	SARDHANA (NPP)
94	GHAZIABAD	MURADNAGAR (NPP)
95	HAPUR	PILKHUWA (NPP)
96	BULANDSHAHR	SIKANDRABAD (NPP)
97	BULANDSHAHR	JAHANGIRABAD (NPP)
98	BULANDSHAHR	GULATHI (NPP)
99	SAHARANPUR	DEOBAND (NPP)
100	SAHARANPUR	GANGOH (NPP)
101	MUZAFFARNAGAR	KHATAULI (NPP)
102	MUZAFFARNAGAR	BUDHANA (NP)
103	SHAMLI DISTRICT	KAIRANA (NPP)
104	BAREILLY	BEHERI (NPP)
105	BAREILLY	FARIDPUR (NPP)
106	BAREILLY	AWALA (NPP)
107	BADAUN	SAHASWAN (NPP)
108	BADAUN	UJHANI (NPP)
109	PILIBHIT	BILASPUR (NPP)
110	SHAHJAHANPUR	TILHAR (NPP)
111	MATHURA	KOSIKALAN (NPP)
112	FIROZABAD	TUNDLA (NPP)
113	ALIGARH	ATRAULI (NPP)
114	KANNAUJ	CHHIBRAMAU (NPP)
115	JHANSI	MAURANIPUR (NPP)
116	JALAUN	JALAUN (NPP)
117	JALAUN	KONCH (NPP)
118	JALAUN	KALPI (NPP)
119	HAMIRPUR	RATH (NPP)
120	BHADOHI	BHADOHI (NPP)
121	HARDOI	SHAHABAD (NPP)
122	HARDOI	SANDILA (NPP)
123	SITAPUR	LAHARPUR (NPP)
124	SITAPUR	BISWAN (NPP)
125	SITAPUR	MAHMUDABAD (NPP)

126	LAKHIMPURKHERI	GOLAGOKARANNATH(NPP)
127	UNNAO	GANGAGHAT (NPP)
128	AMBEDKAR NAGAR	TANDA (NPP)
129	AZAMGARH	MUBARAKPUR (NPP)
130	AMETHI	GAURIGANJ (NNP)

Section :5

General Conditions of Contract

Part – I: Section I: FORM OF CONTRACT (Annexure-2)

CONTRACT FOR: [Please insert name of project]
CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made **BETWEEN**: [Director, State Urban Development Agency, GoUP (hereinafter referred to as “the client”

[Please insert name of Bidder] (Hereinafter referred to as “the Consultant”)

[Please insert nodal officer and communication address of the Consultant]

AND:

WHEREAS:

A.the Client has requested the Bidders vide RFP No..... datedto provide certain consulting services as defined in the General Conditions attached to this Contract hereinafter called the “Service”) and

B.the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

This Contract constitutes the entire agreement between the Parties in respect of the Bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions (Annexure -3)

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular.

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

2. Commencement and Duration of the Services

The Consultant shall start the Services on [please insert date] (“the Start Date”) and shall complete them by [please insert date] (“the End Date”) unless this Contract is terminated earlier in accordance with its terms and conditions mentioned in General Condition (Annexure -3).

3. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed [please insert total amount in numbers and words] exclusive of any government tax, if applicable (“the Financial Limit”).

4. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement

1.4 Heading

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address provided by other party.

1.5.2 Notice will be deemed to be effective after one month of receipt.

A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.6 Location

The Services shall be performed at such locations as are specified in Scope of work

1.7 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the authorized representative.

1.8 Taxes and Duties

The Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective of Contract

This contract shall come into force and effect on the date of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time period after the date of this Agreement signed by the Parties, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Service

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8 of this Agreement, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable

for, any statement, representation on promise or agreement set forth herein

2.6 Modification

Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purpose of this Agreement, “ Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a party's performance of its obligation hereunder impossible or so impractical as to be reasonably considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure. Provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments related to force majeure

Both the Parties will have to bear their own cost during the Force Majeure

2.7.6 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of the Services. Provided that such notice of suspension (i) shall specify the

nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension

2.8.1 Termination of Contract by the Client

The Client may, by not less than thirty (30) days written notice to the Consultant (except in the events listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

- a) if the Bidders fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings;
- d) If the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2 By the Consultant

The Consultant may, by not less than thirty (30) days written notice to Client, should notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.2, terminate this Contract:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) if the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach;
- c) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Client fails to comply with any final decision reached as a result of arbitration

2.8.3 Cessation of Right and Obligation

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 Hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their account and record set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all

necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (I) remuneration for Services satisfactorily performed prior to the effective date of termination; and
- (II) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

2.8.6 Dispute about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATION OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

3.1.2 Law Governing Service

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that concerned Personnel or agents of the Consultant comply with the Applicable Law. If the Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultant not to be Benefit from Commissions, Discounts, etc

The remuneration of the Consultant shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the Discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Personnel or agents similarly shall not receive any such additional remuneration.

3.2.2 Consultant and Affiliates not to be otherwise interested in project

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- b. After the termination of this Agreement, such other activities as may be specified by Client.

3.3 Confidentiality

The Consultant and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultant

The Consultant's liability under this Agreement shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as necessary and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.6 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Reporting Obligations

The Consultant shall submit to the Client the reports and documents as and when required.

3.8 Documents prepared by the Consultant to be the property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall not later than upon termination or expiration of this Agreement, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents.

3.9 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. OBLIGATION OF THE CLIENT

The Client shall use its best efforts to ensure that the CLIENT shall

- a. Assist the Consultant in arranging work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

- b. assist for the Personnel of Consultant and if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- c. facilitate clearance through customs of any property required for the Services
- d. issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

4.1 Access to Land

The Client warrants that the Consultant's shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant.

4.2 Change in the Applicable Law

The Consultant shall bear all financial implication, if, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties.

4.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultant for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

4.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make to the Consultantsuch payments and in such manner as is provided by Clause 5 of this section.

5. PAYMENT OF BIDDER

- 5.1 The payment shall be made as per payment schedule of ToR / Scope of work (Section - 4).
- 5.2 The payment shall be made through A/c payee cheque, payable at Lucknow, in Indian Rupees
- 5.3 mode of Billing and Payment Billing and Payment of the services shall be made as specified in the ToR / Scope of work
 - a. No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.
 - b. The Client shall cause the payment of the Consultant as given in schedule of payment within thirty (30) days after the receipt by the Client of bills.
 - c. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

6. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

6.1 General

The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these Services. He shall indemnify the Client against any inaccuracy in the work which might surface during implementation of the project. The Bidder will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc., if required, during the execution of the Services

6.2 Penalty

In case of delay in completion of Services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract price will be imposed and shall be recovered from payments due / performance security. However in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.

6.3 Action for Deficiency in Services

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

6.4 Consultant Liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

6.5 Warning / Debarring

Warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the work involving time and cost overrun and adverse effect on reputation of Client, other penal action including debarring for certain period may also be initiated as per policy of Client.

7. SETTLEMENTS OF DISPUTIES

7.1 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.

7.2 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 by arbitration. Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996.

Place for Arbitration will be at Lucknow. The court at Lucknow shall hence jurisdiction.

7.3 Good Faith - The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objective of this Contract.

7.4 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

7.5 Invoke of Performance Security

In case Consultant fails to perform as per the stipulated terms and conditions of the Agreement, SUDA will invoke the bank guarantee submitted by the consultant.

Performance Security Form (Bank Guarantee) (appendix 2)

In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt _____ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We _____ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department), Ministry of _____ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers

exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We _____, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of 2018 For _____
(indicate the name of Bank)

Note 1:- The stamp papers of appropriate value shall be purchased in the name of bank that issues the”:
Bank Guarantee”

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Note 2:- The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries or any Indian Nationalised Bank or any Indian Nationalised B

