

**STATE URBAN LIVELIHOOD MISSION (SULM)  
(STATE URBAN DEVELOPMENT AGENCY-SUDA),  
Uttar Pradesh**

**Request for Proposal (RFP)**

**For**

**short listing / selection of HR Agencies as service provider (for procurement 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 82 Cities - all District head quarter cities & 1 lakh population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)**

**RFP No. : 2285/241/NULM/ तीन /2001(CB&T)**

Date of Release of RFP :	30-09-2014
Last date of Submission of RFP:	14-10-2014, 3:30 PM
Date of Opening of Technical Bids:	14-10-2014, 4:00 PM
Date of Opening of Financial Bids:	To be announced later after opening of Technical Bid on SUDA website



State Urban Development Agency (SUDA), Uttar Pradesh  
Nav Cetna Kendra, 10 Ashok Marg, Lucknow – 226 001  
Phone: 0522-2286709 Fax- 0522-2286711  
Website: <http://www.sudaup.org>



**State Urban Livelihood Mission (SULM)**  
**State Urban Development Agency, (SUDA), Uttar Pradesh**  
Nav Chetna Kendra, 10- Ashok Marg, Lucknow- 226001

Telephones: (0522) 2286709

Fax: (0522)2286711

Website : sudaup.org

**Competitive Request for Proposal (RFP)**

**For**

**Short listing / Selection of HR Agencies as service provider (for procurement 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 82 Cities - all District head quarter cities & 1 lakh population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)**

RFP REFERENCE No. : **2285/241/NULM/ तीन /2001(CB&T)**

DATE AND TIME FOR  
DOWNLOADING RFP DOCUMENT  
FOR SUDA WEBSITE : FROM 30-09-2014 (www.sudaup.org)

LAST DATE AND TIME FOR  
SUBMISSION OF RFPs : 14/10/2014 UPTO 03.30 PM

DATE AND TIME FOR OPENING  
OF TECHNICAL BIDS : 14/10/2014 UPTO 04.00 PM

PLACE OF OPENING OF BIDS : State Urban Development Agency, (SUDA) U.P.  
Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001

ERNEST MONEY DEPOSIT (EMD) : Rs. 25,00,000/ (Rupees Twenty five Lacs) Only

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**It will be the responsibility of the Bidders to check State Urban Development Agency, Uttar Pradesh website <http://www.sudaup.org> for any amendment through corrigendum in the tender document. In case of any amendment, Bidders will have to incorporate the amendments in their Bids accordingly.**

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### Key Information to Bidders

This invitation for Bids is for Short listing / Selection of HR Agencies as service provider (for procurement 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 82 Cities - all District head quarter cities & 1 lakh population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)

1. 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.
2. The RFP document is available at SUDA's website <http://www.sudaup.org>. Selected Bidders may also view, 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 Eol on website</i>	Information to selected HR Agency dated 02-09-2014 available at <a href="http://www.sudaup.org">www.sudaup.org</a>
(b)	<i>Availability of RFP document</i>	From 30-09-2014 on SUDA, U.P. website <a href="http://www.sudaup.org">http://www.sudaup.org</a>
(c)	<i>Place of submission of the RFP</i>	State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10 Ashok Marg, Lucknow-226001
(d)	<i>Last date and time for submission of the RFP</i>	On 14.10.2014 upto 3.30 P.M.
(e)	<i>Technical Bids opening date &amp; time</i>	On 14.0.2014 upto 4.00 P.M.
(f)	<i>Financial Bid opening date &amp; time (Only of technically qualified Bidders)</i>	To be announced later after opening of Technical Bid.
(g)	<i>Venue of opening of technical &amp; financial Bids</i>	State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001
(h)	<i>Contact officer</i>	Director, State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10- Ashok Marg, Lucknow-226001
(i)	<i>Bid Security (Earnest Money Deposit)</i>	Rs. 25,00,000.00 (Rupees Twenty five Lacs) Only

3. 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.
4. 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.

## **SECTION I : INSTRUCTIONS TO BIDDERS (ITB)**

### **1 Cost of RFP**

- 1.1 The Bidder shall bear all costs associated with the preparation and submission of its RFP and State Urban Development Agency (SUDA), U.P. (hereinafter referred to as "the Authority"), will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 1.2 This tender document is only available on the web site "<http://www.sudaup.org>" to enable the Bidders to use this document for submitting their Bids on the last date and time mentioned in tender notice/ tender document against this tender. The Bidders will submit Earnest Money Deposit (EMD) amounting Rs 25,00,000/- (Rupees Twenty Five Lakh only) in the form of Demand Draft from any of the Nationalized Bank in favour of "Mission Director, State Urban Livelihood Mission, Uttar Pradesh" payable at Lucknow.

### **2 Contents of Tender Document**

- 2.1 The invitation for Bids is for short listing / selection of HR Agencies as service provider (for procurement 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 82 Cities - all District head quarter cities & 1 lakh population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM). Bidding Procedures and Contract terms and conditions are prescribed in the RFP document. The RFP document include:
  - (a) Invitation for RFP
  - (b) Section I : Instruction to Bidders;
  - (c) Section II : Scope of Work;
  - (d) Section III: Technical Bid;
  - (e) Section IV: Financial Bid;
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP Documents. Failure to furnish all information required as per the FRP Documents or submission of a Bid not responsive to the RFP Documents in every respect will be at the Bidder's risk and may result in rejection of his Bid.

### **3 Clarification of RFP Documents**

- 3.1 A prospective Bidder requiring any Technical clarification of the RFP Documents may contact SUDA, UP for their queries & clarifications before submission of RFP. However bidders may seek clarification of their all queries in pre bid meeting too.

### **4 Amendment of RFP Documents**

- 4.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a Prospective Bidder, modify the RFP Document by amendments. Such amendments shall be posted/uploaded on the SUDA's website <http://www.sudaup.org> through corrigendum and shall form an integral part of RFP Document. The relevant clauses of the RFP Document shall be treated as amended accordingly.

- 4.2 It shall be the sole responsibility of the prospective Bidder(s) to check the web site <http://www.sudaup.org> from time to time for any amendment(s)/clarification in the RFP Document. In case of failure of prospective Bidder to get the amendments, if any, the Authority shall not be held responsible.
- 4.3 In order to allow prospective Bidder(s) a reasonable time to take the amendment into account in preparing their Bids, the Authority, at its discretion, may extend the deadline for the submission of Bids. Such extensions shall be posted/up-loaded on the SUDA's website <http://www.sudaup.org>.

## **5 Language of Bid**

- 5.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the Authority shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the Bid.

## **6 Documents Constituting the Bid**

- 6.1 The Bid prepared by the Bidder shall comprise the following components:
- 6.1.1 **Technical Bid** - Technical Bid will comprise of :
- (i) **Fee Details** – includes RFP Document Fee and Ernest Money Deposit (EMD) furnished in accordance with ITB.
  - (ii) **Bid Form** – Bid should be filled in all Form A, B & C of Section-III of RFP Document justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable to the Authority.
- 6.1.2 **Financial Bid** - Financial Bid will comprise of :
- (i) **Bid Form** – Bid should be filled in Form D of Section-IV of RFP Document justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable to the Authority.

## **7 General Instruction to Bidder**

- 7.1 SULM, UP / SUDA, UP may, in its absolute discretion, seek additional information or material from any bidder after the RFP closes and all such information and material provided must be taken to form part of that bidder's response.
- 7.2 Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 7.3 Queries / Clarification if any, may be sought from the SULM, UP / SUDA, UP before the deadline for submission of bids, between 10.00 am to 5.00 pm on any working day (Monday to Friday except holidays).
- 7.4 NULM will notify all short listed Bidders in writing or by mail or by publishing in its website as soon as decision is taken on the outcome of their RFP. NULM is not obliged to provide any reasons for any such acceptance or rejection.

## **8 Contacting SULM, UP / SUDA, UP**

- 8.1 Any effort by bidder to influence SULM, UP / SUDA, UP in the bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

SULM, UP / SUDA, UP decision will be final and without prejudice and will be binding on all parties.

## **9 Right To Reject any or All Proposals**

- 9.1 Notwithstanding anything contained in this RFP, the Mission Director, State Urban Livelihood Mission, Uttar Pradesh reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.
- 9.2 SULM, UP reserves the right to reject any proposal if:
- 9.2.1 at any time, a material misrepresentation is made or uncovered, or
  - 9.2.2 the applicant does not provide, within the time specified by SULM, UP, any supplementary information sought by the SULM, UP for evaluation of the proposal. Such misrepresentation/ improper response may lead to the disqualification of the applicant. If such disqualification/ rejection occur after the proposals have been opened and the preferred applicant gets disqualified/ rejected, then SULM, UP reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the SULM, UP, including annulment of the Selection Process.

## **10 Earnest Money Deposit (EMD) :**

- 10.1 The HR Agency shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting Rs 25,00,000/- (Rupees Twenty Five Lakh only). The EMD shall be in Indian Rupees and in the form of Demand Draft from any of the Nationalized Bank in favour of "Mission Director, State Urban Livelihood Mission, Uttar Pradesh" payable at Lucknow. The EMD of unsuccessful HR Agency shall be refunded within 30 days after final selection of HR Agency by SULM, UP. on their written request. EMD of the successful HR Agency will be refunded on request after the completion of agreement without any interest. The Earnest Money will be forfeited on account of one or more of the following reasons:
- 10.1.1 HR Agency withdraws its proposal during the selection process
  - 10.1.2 HR Agency does not respond to requests for clarification of its proposal.
  - 10.1.3 HR Agency fails to provide required information during the evaluation process or is found to be non-responsive or submitted false information in support of its qualification.
  - 10.1.4 If a bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - 10.1.5 In case of successful Bidder, if the Bidder fails to Sign the contract.

## **11 Format and Signing of Proposal**

The Proposal shall be submitted in two parts –

- 11.1 Part A : Technical proposal
- 11.2 Part B : Financial proposal
- 11.3 The applying HR Agency may submit both the technical and financial proposal.
- 11.4 The Proposal shall be typed or written in indelible ink and shall be signed by the applicant or a person duly authorized.



- 11.5 Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal authenticate the same by initial.

## **12 SUBMISSION OF RFP: Packing, Sealing and Marking**

- 12.1 The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with Applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.
- 12.2 **Part-A** - Technical Proposal for Procuring Services of Experts to SUDA, UP for State Mission Management Unit (SMMU) on SUDA at Lucknow and City Mission Management Unit (CMMU) for selected 82 cities.
- 12.3 **Part-B** - Financial Proposal for Procuring Services of Experts to SUDA, UP for State Mission Management Unit (SMMU) on SUDA at Lucknow and City Mission Management Unit (CMMU) for selected 82 cities.
- 12.4 Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following: Technical and Financial Proposal for HR Agency/Firm under State Mission Management Unit (SMMU) of City Mission Management Unit (CMMU) for NULM for the specified city. The Applicant's Name & address shall be mentioned in the left hand corner of the outer envelope.
- 12.5 The inner and outer envelopes shall be addressed to SUDA, UP, Lucknow at the following address:

To,

**The Mission Director, NULM, UP / Director  
State Urban Development Agency (SUDA), Uttar Pradesh  
Nav Cetna Kendra, 10 Ashok Marg, Lucknow – 226 001  
Phone: 0522-2286709 Fax- 0522-2286711**

*(If the outer envelope is not sealed and marked as mentioned above, then the SUDA, UP, will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.)*

- 12.6 Documents to accompany the RFP :

### **12.6.1 PART – A (Technical Proposal)**

- 12.6.1.1 The applicant must submit the following particulars / documents along with the Technical Proposal failing which the RFP may be treated as non responsive.
- 12.6.1.2. Ernest Money Deposit of Rs. 25,000,000/- (rupees Twenty five lakh only) in the form of DD/Pay order from any scheduled commercial bank drawn in favour of **Mission Director, State Urban Livelihood Mission, Uttar Pradesh**, payable at Lucknow.
- 12.6.1.3 Photocopy of the PAN card.
- 12.6.1.4 Filled in Technical Proposal (Form A)
- 12.6.1.5 Filled in Applicant's profile (Form B)
- 12.6.1.6 Previous experience of the firm in successfully executing similar types of assignments during last three years (Form C)
- 12.6.1.7 CV for senior management (maximum 5 member)

12.6.1.8 Approach & methodology and Manpower Planning for developing the Technical Cell.

12.6.1.9 The Financial Proposal of only those HR Agency fulfilling the eligibility criteria and the technical requirements of the RFP (as will be decided by Tender Committee) shall be opened. The date & time of opening of the Financial Proposal shall be intimated to the technically qualifying agency. Similarly the date for the interview for final selection will be intimated to only the qualifying candidates if required.

#### 12.6.2 **PART- B (Financial Proposal)**

12.6.2.1 The applicant must submit the Financial Proposal using Form D with proper signature & seal of the applicant. In case of any discrepancy between figures and words in the Financial Proposal, the one described in words shall be adopted for evaluation.

### **13 Number of Proposals**

13.1 An Applicant is eligible to submit only one RFP for the Selection of HR Agency for Recruitment of Experts for SMMU & CMMU under NULM.

### **14 Validity of Proposal**

14.1 The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal which is valid for a shorter period shall be rejected as nonresponsive.

### **15 Proposal Due Date**

15.1 RFP filled in all respect must reach SULM, UP at the address, time and date specified in the cover page of the RFP document through Speed / Regd. Post. or Courier. If the specified date for the submission of RFPs is declared as a holiday for SULM, UP, the Proposal will be received up to the appointed time on the next working day. Proposal received after the deadline for submission prescribed by SULM, UP will be rejected. No modifications to the proposal shall be allowed once it is received by SULM, UP.

### **16 Proposal Opening**

16.1 SULM, UP will open all Proposals, in the presence of Applicants or their authorized representatives who choose to attend, at the date and time mentioned and in the following location:

**Meeting Hall,  
State Urban Development Agency (SUDA), Uttar Pradesh  
Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001**

16.2 The Bidder's representatives who are present shall sign in attendance sheet for their attendance. In the event of the specified date being declared a holiday for SULM, UP, the Proposal shall be opened at the same time and location on the next working day.

### **17 Criteria for Evaluation**

#### **17.1 Evaluation of Technical Proposals**

17.1 Technical proposal of all the Applicants will be evaluated based on HR Agency experience and financial capability.

17.2 Technical proposals of all the Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective weight-age are as under:

S. N.	Criteria	Weightage (marks)	Evaluation Criteria
<b>I. Past Experience of agency</b>			
1	Number of years in existence as HR service provider	20	>3 & ≤ 5 Years - 05 Marks >5 & ≤ 10 Years -10 Marks >10 Years -20 Marks
2	Past experience of the agency handling Programme Management Units of Government of India/ State Governments in the past	30	>3 & ≤ 4 Years - 10 Marks >4 & ≤ 7 Years - 20 Marks >7 Years - 30 Marks
3	Past experience of the agency handling Programme Management Units other than Government of India/States in the past	10	>3 & ≤ 5 Years - 05 Marks >5 & ≤ 7 Years - 07 Marks >7 Years - 10 Marks
<b>II. Experience of Senior Management (maximum of 5 members)</b>			
4	Relevant experience of Senior Management (5 members) of agency	20	>10 & ≤ 15 Years - 05 Marks >16 & ≤ 20 Years - 10 Marks >20 Years - 20 Marks
<b>III. Financial Performance of agency</b>			
5	Average audited annual turnover of last 3 financial years	20	>10 & <12 Crore - 10 Marks >12 & <15 Crore - 15 Marks >15 Crore - 20 Marks
<b>Total Weightage</b>		100	

17.3 An agency will be selected in accordance with the Quality and Cost based System (QCBS) method.

17.3.1 Evaluation of Prequalification and Technical Proposals

17.3.2 The HR Agency shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 75% and financial proposal will be allotted weightage of 25%.

17.3.3 The proposal with the lowest quoted amount shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their quoted amount.

17.3.4 The formula for determining the financial score (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm/F$  in which "Sf" is the financial score, "Fm" is the lowest quoted amount, and "F" is the quoted amount of the proposal under consideration

17.3.5 The weights given to the Technical (T) and Financial (P) Proposals are 75 and 25 respectively

17.3.6 Proposals are ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T + P = 100) as follows: -

$$S = St \times 75\% + Sf \times 25\%$$

17.3.7 Any Technical Proposal with score less than 75 marks will be rejected and their financial bids will not be opened.

17.3.8 All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed

## **18 Award of Procurement Services**

18.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by SULM, UP to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Agency is not received by the stipulated date, SULM may, unless it consent to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Applicant may be considered.

## **19 Execution of Agreement**

19.1 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 15 days from the date of issuance of LOA.

## **20 Property Data**

20.1 All documents and other information provided by SULM, UP/ SUDA, UP or submitted by an Applicant to SULM, UP/ SUDA, UP shall remain or become the property of SULM, UP/ SUDA, UP. All information collected, analyzed, processed or in whatever manner provided by the Consultant to SULM, UP/ SUDA, UP in relation to the Consultancy shall be the property of SULM, UP/ SUDA, UP.

## **21 Penalty Clause**

SULM, UP/ SUDA, UP expects basic service level from the HR Agency :

21.1 "In case any SMMU, CMMU Expert/COs resigns/ leaves the job without any notice (one month) period then the HR Agency has to ensure to send minimum 3 CV's/ Bio Data of the candidates with requisite qualification and experience within a period of three working days to enable SULM, UP / SUDA, UP to select a suitable substitute".

21.2 In case they fail to comply with the requirement given above a penalty of one percent of annual management cost per day delay is more than ten days the SULM, UP/ SUDA, UP reserves the right to terminate the contract by giving one month notice and also the EMD amount of Rs. 25,000,00/- deposited by the firm would be forfeited.

## **22 Dispute Resolution**

### **22.1 Amicable resolution**

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

### **22.2 Arbitration Procedure**

22.2.1 Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the President of SUDA, UP / Secretary, Urban Employment & Poverty Alleviation Programme

Department, Govt. of UP who himself shall act as the sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). For all purposes, the Civil Court, Lucknow, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

### **22.3 Place of Arbitration**

22.3.1 The place of Arbitration shall be at Lucknow only.

## **SECTION II : SCOPE OF WORK**

### **1 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-A**.
- 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 fulfill the eligibility criteria prescribed. SULM will conduct one to one discussions with the experts provided by the selected agency to ensure suitability of the technical experts. SULM has right to reject the list of experts provided by the agency in case they are not found suitable as per criteria.

## **2 Introduction to NULM**

### **2.1 Project Background**

- 2.1.1 The National Urban Livelihoods Mission (NULM) rest on the foundation that the mobilization of urban poor households to form their own institutions is an important investment for an effective and sustainable poverty reduction programme. These institutions of the poor would partner with local self-governments, public service providers, banks, private sector and other mainstream institutions to facilitate delivery of social and economic services to the poor.

### **2.2 NULM Mission**

- 2.2.1 To reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots level institutions of the poor. The mission would aim at providing shelter equipped with essential services to the urban homeless in a phased manner. In addition, the Mission would also address livelihood concerns of the urban street vendors by facilitating access to suitable spaces, institutional credit, social security and skills to the urban street vendors for accessing emerging market opportunities.

### **2.3 NULM Mission Cities and Target Population**

- 2.3.1 In the 12th Five Year Plan, NULM will be implemented in all District Headquarter Towns and all other cities with a population of 100,000 or more as per 2011 Census. However, other towns may be allowed in exceptional cases on request of the States.

### **2.4 Administration and Implementation Structure at State level**

- 2.4.1 In every State/UT a State Urban Livelihoods Mission (SULM) will be established as a registered society which will be responsible for implementation of NULM in the state/ UT. However, State/UT may designate an autonomous body already working in the field of poverty alleviation and livelihood promotion as the SULM. SULM will be managed by a State Mission Director appointed by the State Government. In addition, the State Government would also appoint required government officials

to assist the State Mission Director in respect of Finance and accounts, establishment matters and other such supporting functions.

- 2.4.2 State Mission Management Unit (SMMU), a dedicated support team at the state level, will be established to support State Mission Director, SULM in the implementation and monitoring of NULM at the state/UT level. This unit will be funded by the NULM.
- 2.4.3 SMMU will be staffed with technical specialists having expertise in various fields like poverty alleviation, social mobilization, financial inclusion, livelihoods promotion, human resources etc.
- 2.4.4 Funding under NULM will be provided for a maximum of six technical experts at SMMU level. The list of positions and Terms of Reference (ToR) for Technical Experts at SMMU level is provided in annexure-A.
- 2.4.5 The overall responsibilities of the SMMU will include, but not be limited to, the following:
  - 2.4.5.1 To facilitate implementation of NULM in the state through ULBs
  - 2.4.5.2 To facilitate establishment of CMMUs at city level
  - 2.4.5.3 To provide professional and technical inputs on specific components of NULM
  - 2.4.5.4 To prepare Urban Poverty Reduction Strategy/Livelihood Development Plan for the state
  - 2.4.5.5 To support cities in preparation of City Livelihood Development Plans
  - 2.4.5.6 To coordinate and develop convergence with other Missions and programmes in the state
  - 2.4.5.7 To organize state level capacity building programmes, workshops, seminars and cross- learning visits etc. of key government staff as well as technical experts involved in implementation of NULM at CMMU and SMMU levels
  - 2.4.5.8 To document the progress and process of implementation and best practices of NULM
  - 2.4.5.9 To undertake/commission studies to assess the impact of the NULM
  - 2.4.5.10 To coordinate with various departments of state government, central government, banks and such organizations to help implementation of NULM at the state level.

## **2.5 Administration and Implementation structure at City level**

- 2.5.1 At the city level, the NULM activities will be implemented through Urban Local Bodies (ULBs). City Mission Management Unit (CMMU), headed by a City Project Officer (CPO) appointed by state government/ULB, will be formed.
- 2.5.2 The CMMU will be staffed with technical specialists having expertise in various fields like social mobilisation, institution and capacity building, livelihoods/Micro enterprises, micro finance etc which will be funded under NULM. In addition, the State Government/ ULB will also appoint other officials to deal with Finance and accounts, establishment matters and other such support services.

- 2.5.3 Funding under NULM will be provided for a maximum of four technical experts at the city level for cities having more than 5 lakh population, three technical experts for cities with population of 3 to 5 lakh population and two technical experts for cities below 3 lakh population.
- 2.5.4 Community Organisers (COs) will also be appointed in the city. Each CO will cover at least 3000 urban poor families. COs should be recruited as per the requirement at city level subject to availability of funds. However, at least one CO should be positioned in every city covered under NULM.
- 2.5.5 The list of positions and Terms of Reference (ToR) for Technical Experts & COs at CMMU level is provided in Annexure A.

## **2.6 Role of Technical Experts**

- 2.6.1 Technical Experts will be hired at all Mission Management Units (MMUs) for providing inputs and support in their respective specialized area which facilitates effective and efficient implantation by the Mission Director at national level , State Mission Director at the state level and City Project Officer at the city level. The Technical Experts will be the key persons for providing the information related to their subject specialization and report to the regular government officials who are in charge of the MMUs at all levels.

## **2.7 Compensation and allowances**

- 2.7.1 In order to attract the best talent with suitable experience in the open market, a maximum consolidated remuneration of Rs. 75,000 per month will be given to the technical experts at the SMMU level who fulfils the experience and education qualifications norms laid out for the position and in case of technical experts recruited for CMMU level a maximum remuneration of Rs. 60,000 per month will be given.
  - 2.7.1.1 A maximum remuneration of Rs. 10,000 per month will be given to COs at city level.
  - 2.7.1.2 These are maximum ceilings for remuneration; which includes all taxes and management cost of HR Agency.
  - 2.7.1.3 The rates of remuneration paid to Technical Experts may be reviewed, if necessary, after two years and suitably modified as per the market conditions prevailing at that point of time subject to maximum of 10% of the salary paid.

## **3 Role of State Level Nodal Agency (SUDA, UP) for NULM**

- 3.1 The State Urban Development Agency (SUDA), Uttar Pradesh has been nominated as the State Level Nodal Agency for implementation of the NULM in the selected cities of Uttar Pradesh by the State Government. State Level Nodal Agency shall be responsible for –
  - 3.1.1 Coordination of all legislative and policy formulation for NULM
  - 3.1.2 Identification of cities to be covered in five years and their individual phase put plans
  - 3.2.3 Implementation Aspects of NULM including monitoring & supervision
  - 3.2.4 Deciding on a Delivery Mechanism



## 3.2.5 Implementation of NULM.

**4 Setting of SMMU & CMMU**

- 4.1 The SUDA has proposed to set up State Mission Management Unit (SMMU) on at Lucknow & separate City Mission Management Unit (CMMU) for the 82 towns of Uttar Pradesh. The names of the City given below:

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
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)
	<b>75 District</b>	<b>82 Cities/Towns</b>

- 4.2 State Urban Development Agency (SUDA), Uttar Pradesh, as State Level Nodal Agency, wants to select reputed HR Agency to provided Human Resource of required Qualification and experiences for SMMU in SUDA at Lucknow & CMMU for above mention towns/cities.

- 4.3 It is therefore proposed to equip the SUDA, UP and selected cities by setting up SMMU & CMMU Units with adequate number of subject specialists as consultants and support staff. In order to ensure the induction of best available talent the Project proposes to engage a Service Provider/ HR Agency to provide human resources of required qualifications and experience for SMMU & CMMU as per NULM guideline.

## **5 Objective**

- 5.1 The objective of the assignment is to hire a Service Provider/HR Agency for strategically recruiting, placing the experts for SMMU for SUDA, UP Lucknow & CMMU for Urban Local Bodies (ULB) of selected towns of NULM mention in 4.1 and managing qualified experienced professionals as per the eligibility criteria/ terms provided in the ToR of SMMU & CMMU Professionals/Consultants & COs (Annexure - A). 'Guideline for Capacity Building under NULM guideline : Terms of Reference for Experts & COs in Technical Cell' for specialists work of scope and qualification & experience. All NULM guidelines are available in MoHUPA website [www.mhupa.gov.in](http://www.mhupa.gov.in) and SUDA,UP website [www.sudaup.org](http://www.sudaup.org).

## **6 Scope of the assignment**

- 6.1 The Service Provider/HR Agency will be responsible for strategic recruitment, timely placement and management of qualified, experienced professionals as per the criteria/ terms provided in the ToR of SMMU & CMMU Experts/Professionals/Consultants & COs (Annexure - A).
- 6.2 The agency should adopt a transparent and competitive process of recruitment for these purely contractual posts with consolidated fixed remuneration (as per Capacity Building & Training component guideline under NULM and no other benefits or social charges are payable. These posts are not permanent in nature and are liable to be terminated with the end of agreement or earlier at the decision of Mission Director, NULM/ Director, SUDA, U.P.
- 6.3 Details of each personnel and their desired qualification and expertise are described in annexure - A
- 6.4 The human resources deployed by the agency on his payroll will be dedicated full time for the Project assignment. To ensure timely placement and quality of human resources, the agency shall develop a time bound recruitment plan and exclusive HR Policy.
- 6.5 The selected agency will ensure deployment of suitable result oriented human resources, who have potential to lead and work in the project mode to ensure timely compliance.
- 6.6 The HR Agency will ensure making payment to the experts/consultants/professionals & COs on monthly basis by raising monthly invoices for claiming the payable payment to the individual consultants/professionals & COs inclusive of applicable taxes & management cost (service/ overhead charges) of HR Agency on every 5th day of every month to SULM, UP/SUDA,UP and SULM, UP/SUDA,UP will insure the payment to HR Agency within 5 days of receiving the invoice. The HR Agency shall required to insure the payment to indusial consultant within 5 days of receiving the payment from SULM, UP/SUDA,UP.

## 7 Key Task and Responsibilities

### 7.1 Preparation of Action and Recruitment Plan

- 7.1.1 The contract for hired HR Agency will be initially for one year only. However, the same will be extendable on requirement and performance basis.
- 7.1.2 The hired agency will develop a recruitment plan, clearly listing out the activities involved in hiring process along with associated timeline for each activity.
- 7.1.3 The agency will conduct sourcing and recruitment process as per, NULM guidelines and Government rules and regulations which could include open advertisement process, transparent selection procedure and ensure that best quality human resources are recruited as per ToR for the selection of Experts & COs mention in the guideline of CB&T of NULM under the guidance of SULM, UP/SUDA, UP
- 7.1.4 The hired agency will provide preliminary screened brief summary of Experts & COs as per ToR along with CVs of the candidates for their capability assessment by the SUDA committee for final processing of selection for the requirement. Brief summary of candidates will be prepared by the HR agency in consultation with SULM, UP.

## 8 Preparation of HR Policy

- 8.1 To ensure quality and sustainability of the human resources, the agency shall develop and follow an exclusive HR Policy, describing standards and guidelines for managing the human resource deployed for the purpose;
- 8.2 The Policy will broadly provide guidance on the sourcing and recruitment process, contracting, performance appraisal system, attendance and leave, contract termination and other key elements of the policy as per the statutory requirements and the Terms of ToR (Annexure - A).

## 9 Consultancy Charges payable to contracted Specialists / Professionals

- 9.1 The fixed remuneration will be paid to the contracted specialists /professionals on monthly basis as per guidelines of CB&T under NULM.
- 9.2 The amount will be paid to the individual consultants & COs deployed by agency at SMMU/CMMU on monthly basis through raising the claim from Mission Director, SULM, UP/ Director, SUDA,UP.

## 10 Deliverables

Sl. No.	Deliverables	Timelines
1	Report on Recruitment Plan and brief HR Policy	7 days from date the signing of contract
2	Contractual human resource on board	With-in 2 months from the date of receipt of demand from Mission Director, SULM, UP / Director, SUDA, U.P.
3	Quarterly Reports	After completion of 3 months from the date of signing of contract and every 3 months thereafter to Mission Director, SULM, UP /

	Director, SUDA, U.P.
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## **11 Human Resource Requirement**

11.1 Mission Director, SULM/ Director, SUDA, U.P. will require qualified experienced professionals & COs for SMMU & CMMU to be set up in SUDA (SMMU level) & selected cities (CMMU). ToR of SMMU & CMMU Professionals/ Consultants & COs is attached (Annexure- A) which has indicative details of required number of consultants/professionals & COs, their qualification & experience, consolidated remuneration charges payable to consultants/professionals deployed at SMMU & CMMU in respective cities and other terms and conditions. However, exact number of required specialists/professionals will be informed separately. The performance of each Professional/Consultant will be reviewed on regular basis.

## **12 Management Cost of the HR Agency (Service / Overhead Charges) Payable for the Assignment**

12.1 The amount to be charged by the HR Agency for the assignment will be expressed in lump sum percentage as service charges out of payable remuneration fixed for the consultant/professional & COs on monthly basis. The agreement will be executed between selected agency and Mission Director, SULM, UP/ Director, SUDA, U.P.

## **13 Schedule of Payment to the Agency**

13.1 The HR Agency will required to submit monthly payable claim deployed by them to SMMU/CMMU by the 3rd day of every month to Director Mission, SULM, UP/Director, SUDA,UP and SULM, UP/SUDA,UP will insure the payment to HR Agency within 5 days of receiving the invoice/claim as agreed under the agreement.

## **14 Reporting**

14.1 For the purpose of execution of assignment, the Agency will be reporting to the Mission Director, SULM, UP/ Director, SUDA, U.P and respective CPOs at ULB/DUDA/any nominated authority by SMMU/CMMU.

## **15 Duration of the Assignment:**

15.1 The agency will be hired for a period of one (01) year. This duration may further be extended on requirement and performance basis with mutual consent.

## **16 Planned station location/location of the HR Agency**

16.1 The agency should have an office in the state capital of Uttar Pradesh or alternatively give an undertaking at the time of submitting the proposal that it would setup an office in Lucknow within one months of award of contract to them.

## **17 Facilities to be made available by the project to the HR Agency**

17.1 Project will provide, the individual specialists/professionals to be deployed by the HR Agency, the facility of working space and logistics for performance of duties assigned. However, the HR Agency will work from their own office and will be provided necessary information required to carry out the assignment.

## **18 Key Staff Requirement of the HR Agency**

- 18.1 HR Agency should have adequate number of professionals and support staff for carrying out the assignment in their agency for at least last 3 years. However, CVs of senior management (maximum of 5 member) will be evaluated:-
- 18.1.1 Team Leader / CEO – Should be at least Post Graduate in any discipline / Engineering Graduate with minimum 05 years relevant experience.
  - 18.1.2 HR Manager – Should be at least an M.B.A. with specialization in HR & minimum 05 years relevant experience.
  - 18.1.3 Finance Manager – Should be at least Post Graduate in Commerce/C.A./M.B.A. with specialization in finance and minimum 5 years relevant experience.
  - 18.1.4 MIS Manager – Should be at least Post Graduate diploma / Masters in Computer Science, M.Sc. (computer science), B.Tech (computer science) or MCA from government recognized institute / university and minimum 5 years relevant experience.
  - 18.1.5 Liaison Manager - Should be at least Post Graduate in Social Science/M.B.A. and minimum 5 years relevant experience.
  - 18.1.6 CV of management Committee of the agency as mentioned in their bylaws.

## 19 Eligibility Criteria

The Eligibility criteria for hiring agency for the assignment are as follows:

- 19.1 The Agency shall be company and must be registered under company act 1956 & registration in Labour Department under Labour act 1970 as a service provider.
- 19.2 The registration of the Agency must be at least 03 years old.
- 19.3 The agency should have at least 03 years of experience in the area of similar services to Government Department/Public Sector Undertaking/Autonomous bodies for providing subject specialist/consultant.
- 19.4 Agency should have minimum average annual turnover of Rs. 5 Cr. for last 3 financial year (ie. 2011-2012, 2012-2013, & 2013-2014) for similar assignment (deployment of HR to Public/Private Sector). Audited balance sheet and profit & loss a/c should be furnished along with proposal.
- 19.5 The agency must be registered under income tax, service tax, PF authority under Labour Department and any other statutory authority required for this purpose.
- 19.6 The agency will be required to provide documentary evidence for full-filling above mentioned criteria.
- 19.7 **The documents related to evidences will be certified by an authorized signatory of a agency. above Documents to be submitted with technical proposal.**

### SECTION III : TECHNICAL BID

**FORM - A**

#### TECHNICAL PROPOSAL

(On Applicant's letter head)

Dated:

To

The Director  
State Urban Development Agency (SUDA), Uttar Pradesh  
Nav Cetna Kendra, 10 Ashok Marg, Lucknow – 226 001

**Sub: Technical Proposal for Selection of Human Resource Agency / Firm (for Recruitment of Experts, COs & deploy them at SUDA/DUDA/ULB on his Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 82 Cities - all District head quarter cities & 1 lakh population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)**

Dear Sir,

1. With reference to your letter no.....dated.....regarding submission of RFP document for the aforesaid subject. I/we, having examined the RFP Documents and understood their contents, hereby submit our Proposal for Selection of Human Resource Agency / Firm (for Recruitment of Experts, COs & deploy them at SUDA/DUDA/ULB on our Pay roll) for State Mission Management Unit (at SUDA, Lucknow) / City Mission Management Unit (at 82 Cities - all District head quarter cities & 1 lakh population cities) of Uttar Pradesh under National Urban Livelihood Mission (NULM)
2. All information provided in the Proposal and in the Annexure & Appendixes is true and correct.
3. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
4. I shall make available to SUDA, UP any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I acknowledge the right of SUDA, UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I declare that:
  - i. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by SUDA, UP.
  - ii. I do not have any conflict of interest in accordance the RFP document;
  - iii. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SUDA, UP or any other public sector enterprise or any government, Central or State; and

- iv. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I declare that we have no business relationship with any other firm submitting a Proposal for the Project.
10. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate SUDA, UP of the same immediately.
14. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SUDA, UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of our being declared as the successful Applicant, We agree to enter into a Agreement in accordance with the draft attached in the RFP document.
16. I have studied all the RFP Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SUDA, UP or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
17. The Consultancy Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. In accordance with the RFP Document, we offer separate Proposal Security (EMD) of Rs...../- vide DD no. ----- dated ----- drawn on -----, ----- payable at Lucknow to SUDA, UP for submission of our Proposal.
19. I agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
20. I agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,



Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**FORM- B**

**BASIC INFORMATION OF THE AGENCY**

1. Name of the Agency:

2. Registered Office:

3. Registration of Company under Company Act 1956 :

Registration No..... Registration Date.....

4. Registration in Labour Department under Contract Labour Act 1970

Registration No..... Registration Date.....

5. Registration in Income Tax Department

Registration No..... Registration Date.....

6. Registration in Employees' State Insurance Corporation (ESIC)

Registration No..... Registration Date.....

7. Any other statutory Registration (please specify).....

Registration No..... Registration Date.....

8. Constitution of HR Agency :

9. Names of Govt. Dept. / Public Sector undertaking / Pvt. Sector / International clients to whom the bidder has provided similar services, if any:

10. Main Business Activities :

11. Details of Main Branches :

12. Annual turnover of the Firm (in INR) from HR / Consulting Assignments in India during last three Financial Years. (Please attach copy of the Audited Financial Statements)

2001-12:

2012-13:

2013-14:

13. Details Of Contact Persons

NAME:

DESIGNATION:

CONTACT TEL. NO. :

MOBILE NO. :

FAX NO. :

EMAIL ID:

POSTAL ADDRESS:

(Signature of Authorized signatory)

**FORM - C**

**DETAILS OF THE PROJECTS UNDERTAKEN BY THE AGENCY FOR A PERIOD OF LAST THREE YEARS**

S.N	Name of the project	Client name and address	Project location	Project period as per contract	No. of team members positioned	Project value	Start and end date	Brief description of project

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Signature and seal of the Bidder: \_\_\_\_\_ Photocopy of work order and completion certificate are to be attached.

**SECTION IV : FINANCIAL BID**

**FORM - D**

**FINANCIAL PROPOSAL**

(On Agency's letter head)

Dated:

To,

Mission Director, SULM, UP / Director  
 State Urban Development Agency (SUDA), Uttar Pradesh  
 Nav Cetna Kendra, 10 Ashok Marg, Lucknow – 226 001

Sub: Financial Proposal

1. I, the undersigned, offer to provide the HR services for SMMU & CMMU Experts & COs in accordance with your RFP. My Financial Proposal is as follows:

<b>Management Cost (Service charges / overhead) of the Agency in percentage (calculation based on the total amount fixed for payment to deployed specialist)</b>	
1. Management Cost (Service charges / overhead) of the Agency	
2. Any others Govt. taxes pl specify..... .....	

.....	
Total Charges	

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).
3. This financial proposal covers the management cost of the agency towards Experts deployed by the Agency to SUDA, UP
4. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name of Firm:

Name and Title of Signatory:

Address:

**ANNEXURE -A**

**DETAILS OF THE TECHNICAL EXPERTS & COS TO BE POSITIONED AT SMMU & CMMU & TERMS OF REFERENCE (ToR)**

**A - Details of the Technical Experts to be positioned at SMMU level**

State Mission Management Unit (SMMU) will have six experts in States. The details of the positions at SMMU level are as follows:

1. State Mission Manager - Social Mobilisation and Institution Development
2. State Mission Manager – Shelters and Social Infrastructure
3. State Mission Manager - Skills and Livelihoods
4. State Mission Manager – Financial Inclusion & Micro Enterprises
5. State Mission Manager - MIS & ME
6. State Mission Manager – HR & Capacity Building

**Terms of Reference (ToR) for SMMU positions**

**I. Scope of work**

The person selected for these positions will assist the State Mission Director, SULM in operationalizing the respective components of NULM at the state 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 State Mission Director, SULM. S/he will work closely with and support the teams at the city level responsible for respective component of NULM. The person will need to travel extensively to NULM cities of the state. The person should have good command on writing and speaking both English and the regional language

## II. Educational Qualifications, Experience and Competencies

S.N	Position	Education and Experience Particulars	Competencies
1	State Mission Manager - Social Mobilisation and Institution Development	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 recognised institutes with 8 years of experience in Social Development work with poverty reduction programmes of considerable size and scale	The person should be Proficient with MS office; should have acknowledged capabilities in partnership 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 recognised institutes with 8 years of experience in poverty reduction programmes 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 recognised 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 recognised 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 recognised	

		institutes with 8 years of experience in staff recruitment, training and capacity building work with state level projects	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

### III, Key Responsibility Areas

#### a) State Mission Manager – Social Mobilisation and Institution Development

- i. Ensure that state and cities adhere to the guidelines prescribed by NULM
- ii. Develop work plan for implementation of Social mobilisation component in the state
- iii. Responsible for the SM&ID targets of the state with respect to community mobilisation, SHGs, Federations and Revolving Fund
- iv. Identification and empanelment of Resource Organisations (ROs) under NULM
- v. Ensure the SHGs, ALF and CLF structures are established across all cities in the state
- vi. Identifying technical and capacity building resource agencies, regular interface with them and engage them in implementation of NULM
- vii. Responsible for providing need based Technical Assistance to the City Mission Management Units
- viii. 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
- ix. Arranging for appropriate linkages with relevant agencies/departments and integrate Social mobilisation agenda in implementing of NULM
- x. Ensure reporting of the Social mobilisation and institution Development component
- xi. Work closely with other State Mission Managers at the state level for successful implementation of NULM
- xii. Perform any other related tasks assigned by the State Mission Director, SULM.

#### b) State Mission Manager – Shelters and Social Infrastructure

- i. Ensure that cities adhere to the guidelines prescribed by NULM
- ii. Planning, establishment and operationalisation of CLCs in the state
- iii. Ensure implementation of USVs & SUH components in the state
- iv. Identification of facilitation organisations for promotion of CLCs and implementation of the same through PPP mode
- v. Work closely with ULBs with regard to CLCs, Vendor Markets and Shelters for Urban homeless
- vi. Ensure that all the city vendor development plan are prepared and operationalized at city level
- vii. Responsible for providing need based Technical assistance to the City Mission Management Units
- viii. 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
- ix. 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
- x. Ensure reporting against KRAs
- xi. Work closely with other State Mission Managers at the state level for successful implementation of NULM
- xii. Perform any other related tasks assigned by the State Mission Director, SULM

**c) State Mission Manager – Skills and Livelihoods**

- i. Ensure that state and cities adhere to the EST & P guidelines prescribed by NULM
- ii. Prepare work plan for EST & P agenda across the state
- iii. Responsible for the EST & P targets of the state
- iv. Responsible for Identification and empanelment of Skill Training Providers (STPs), agencies for accreditation and certification
- v. Monitoring the performance quality of the STPs and other agencies involved
- vi. Responsible for providing need based Technical assistance to the City Mission Management Units
- vii. 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
- viii. Ensure linkages with industry associations, skill development mission, sector skill councils, line departments, resource institutes, and other relevant agencies
- ix. Ensure reporting against KRAs
- x. Work closely with other State Mission Managers at the state level for successful implementation of NULM
- xi. Perform any other related tasks assigned by the State Mission Director, SULM

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

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

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

**e) State Mission 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 state level, compilation of information across the cities and submission of the same to the national level
- iii. Undertake field visit to cities /ULB's for real time monitoring of the scheme
- iv. Ensure timely information is submitted by ULB's (CMMU's) for accessing the percolation of the program at grass root level at state level
- v. Responsible for providing need based Technical Assistance to the City Mission Management Units
- vi. Support capacity building of CMMUs within or across the states in implementation of MIS and M&E. S/he will also oversee the development of capacity building modules related to MIS etc.
- vii. Ensure adherence to all monitoring and reporting systems like baseline study, MPRs, Process documentation etc.
- viii. Work closely with other State Mission Managers at the state level for successful monitoring of NULM
- ix. Perform any other related tasks assigned by the State Mission Director, SULM

**f) State Mission Manager – HR & Capacity Building**

- i. Ensure that state and cities adhere to the guidelines prescribed by NULM
- ii. Prepare work plan for implementation of CB&T component in the state
- iii. Responsible for the CB&T targets of the state
- iv. Ensure CMMU structures are established and staffed across all cities in the state
- v. Identifying technical and capacity building resource agencies, regular interface with them and engage them for building the capacities of the stakeholders of NULM



- vi. Responsible for providing need based Technical Assistance to the City Mission Management Units
- vii. 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
- viii. Arranging for appropriate linkages with relevant agencies/departments in order to strengthen the capacities of the staff and other stakeholders of NULM
- ix. Reporting against KRAs
- x. Work closely with other State Mission Managers at the state level for successful implementation of NULM
- xi. Perform any other related tasks assigned by the State Mission Director, SULM

### **B - 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 population, three experts in cities with a population of 3 to 5 lakh and four experts in cities having more than 5 lakh population. The details of the positions at CMMU level are as follows:

<b>Large cities</b> (> 5 Lakh Population)	<b>Medium cities</b> (>3 &<5 Lakh Population)	<b>Small cities</b> (<3 Lakh Population)
1. Manager - Social Development & Infrastructure 2. Manager - Skills and Livelihoods 3. Manager –Financial Inclusion& Micro Enterprises 4. Manager – MIS &ME	1. Manager - Social Development & Infrastructure 2. Manager - Skills and Livelihoods 3. Manager –Financial Inclusion& Micro Enterprises	1. Manager - Social Development & Infrastructure 2. Manager - Skills and Micro Enterprises

### **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

<b>S.N</b>	<b>Position</b>	<b>Education and Experience Particulars</b>	<b>Competencies</b>
1	Manager - Social Development & Infrastructure	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 recognised institutes with 6 years of experience in Social Development work with	The person should be Proficient with MS office; strong analytical skills; Experience of working with government institutions will

		poverty reduction programmes	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 recognised 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 recognised 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	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

### III. Key Responsibility Areas

#### a) Manager – Social Mobilisation and Institution Development

- i. Ensure that city adheres to the guidelines prescribed by NULM
- ii. Develop work plan for implementation of Social mobilisation component for the city
- iii. Responsible for the SM&ID, USVs & SUH targets of the city with respect to community mobilisation, SHGs, Federations, Revolving Fund, CLCs, Vendor development plan, Vendor Markets development and Shelters for Urban homeless etc.
- iv. Ensure the SHGs, ALF and CLF structures are established in the city
- v. Responsible for providing need based Technical Assistance to Community Organisers (COs)
- vi. Arranging for appropriate linkages with relevant agencies/departments and integrate Social mobilisation agenda in implementing of NULM
- vii. Ensure reporting of the Social mobilisation and institution Development component
- viii. Work closely with other Managers at the city level for successful implementation of NULM

ix. Perform any other related tasks assigned by the City Project Officer, CMMU

**b) Manager – Skills and Livelihoods**

i. Ensure that the city adhere to the EST & P guidelines prescribed by 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 fulfil the criteria, they may also be considered. Proficiency in MS office (Word, Excel, power point etc) is required.

### **III. Key Responsibility Areas**

- i. Ensure that the social mobilisation of urban poor in his or her operational area – directly or through Resource Organisations (ROs)
- ii. Facilitate community in forming into groups/federations
- iii. Facilitate implementation of various programmes/aspects related to NULM in his/her operational area
- iv. Develop community level comprehensive database on infrastructure, assets and social aspects, update the database periodically
- v. Support and strengthen SHGs and their federations including the SHGs of disabled persons in accessing convergent services
- vi. Promote SHG-Bank linkage
- vii. Establish liaison with government departments for convergence
- viii. Assist in surveys related to NULM
- ix. Support implementation of development works like community contracts, O & M of community assets etc.
- x. Document the working of good practices
- xi. Organize and attend community level meetings trainings, as per the need.
- xii. Submit periodic reports as necessary
- xiii. Any other tasks/ duties as assigned from time to time by the CPO

**ANNEXURE-B**

**DRAFT AGREEMENT**

THIS AGREEMENT IS MADE ON this ..... day of ..... 2014, at Lucknow, Uttar Pradesh.

**BETWEEN**

The Mission Director, SULM, UP / Director, State Urban Development Agency (SUDA) Uttar Pradesh having its office at Lucknow. (Hereinafter referred to as "SUDA, UP" or the "FIRST PARTY") which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, of one part, .....First Party

**AND**

Name of the organisation, a agency/company/firm having its registered address at .....(address of the agency) represented through its authorised representative (hereinafter referred to as the "HR Agency" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part SUDA, UP and HR Agency are, collectively, referred to "Parties" and, individually, as "Party". .....Second Party.

**WHEREAS:**

- A.** The National Urban Livelihoods Mission (NULM) rest on the foundation that the mobilization of urban poor households to form their own institutions is an important investment for an effective and sustainable poverty reduction programme. These institutions of the poor would partner with local self-governments, public service providers, banks, private sector and other mainstream institutions to facilitate delivery of social and economic services to the poor.

To reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots level institutions of the poor. The mission would aim at providing shelter equipped with essential services to the urban homeless in a phased manner. In addition, the Mission would also address livelihood concerns of the urban street vendors by facilitating access to suitable spaces, institutional credit, social security and skills to the urban street vendors for accessing emerging market opportunities.

The Guideline for National Urban Livelihoods Mission, published by Govt. of India, Ministry of Housing & Urban Poverty Alleviation (MoHUPA) along with other guidelines pertaining to the State Mission Management Unit (SMMU) & City Mission Management Unit (CMMU) of NULM issued from time to time by GoI & GoUP, shall also form the part of the goals to be achieved and forms an inseparable part of this agreements NULM envisages the achievement of above goals through provision of central support for urban poor to urban poverty alleviation.

- B.** In order to achieve the above objective, the SULM, UP/SUDA, UP had advertised the Expression of Interest (EoI) for short listing / selection of HR Agencies as service provider (for procurement of Experts & Community Organizers to deploy them at SUDA/DUDA/ULB on his Pay roll) for State Mission Management Unit (SMMU) on SUDA, UP at Lucknow and & City Mission Management Unit (CMMU) & COs at City Level selected cities under NULM with a maximum no. of six (4) to two (2) experts for each city. No. of COs per Cities decided by the Director, SUDA, UP.
- C.** In response to the EoI & subsequently Request for Proposal under the RFP, several proposals were received and after evaluating the same, the Proposal submitted by the Hiring Agency has been accepted and the Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ 2014 was issued by the SULM, UP / SUDA, UP;
- D.** The Hiring Agency covenants to undertake the Assignment of deploying Experts & COs for the SMMU / CMMU under the NULM as set forth in the Terms of Reference (annexure - A) hereinafter referred to as the "Services") and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement;
- E.** In consideration thereof, the SULM, UP / SUDA, UP shall pay the cost of remuneration to experts provided by the HR Agency amounting Rs. \_\_\_\_\_ which includes overhead/management expenses for HR Agency..... % \_\_\_\_\_ and Govt. taxes.....% amounting Rs..... (as per the details of finalized list of Experts & COs deployed by the HR Agency)
- F.** The SUDA, UP hereby appoints the Second Party as the HR Agency on the conditions laid down in the Agreement and in the following annexure annexed hereto, each and every conditions of such appendix form the integral part of the Agreement and the HR Agency after going through the aforesaid conditions and understanding the consequences thereof and being agreed to all details of the conditions in this Agreement and the appendix, accepts the appointment.

Appendix I General Conditions of the Contract

Appendix II Qualifications of Key Professional Staff

Appendix III Applicable Fees and Charges payable to the HR Agency

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

Witness	For and on behalf of
1.	Mission Director, NULM/ Director, SUDA, UP..... First Party
2.	Signature Name Designation Place Date Seal

Witness	For and on behalf of
1.	HR AGENCY..... Second Party
2.	Signature Name Designation Place Date Seal

**APPENDIX - I**

**GENERAL CONDITIONS OF CONTRACT/ AGREEMENT**

**1. ENTIRE AGREEMENT**

This Agreement, including any Exhibits and any Appendices thereto, constitutes an integral part of the entire Agreement between the first party and HR Agency the second party. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and shall not constitute part of this Agreement nor be considered to possess any interpretative relevance.

**2. SEVERABILITY**

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

### **3. RELATION BETWEEN TWO PARTIES**

**Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between SULM, UP/SUDA, UP and HR Agency, or City Authority's and HR Agency's officers, directors, partners, managers, employee or agents. The HR Agency, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.**

### **4. DURATION OF CONTRACT**

The duration of this Contract shall be a period of one year from the date of deployment of the specialist/consultant's personnel at the designated office by the SUDA, UP and can be renewed on satisfactory performance of the team on mutually agreed terms.

### **5. MODE OF PAYMENT**

The HR Agency shall be paid the remuneration to consultant inclusive management cost and Govt. taxes every month on the basis of claim raised through invoice by the HR Agency on the every 5th day of the succeeding month. The payment shall be released within 5 days of submission of such invoice from the Mission Director, SULM, UP / Director, SUDA, UP. However, the first monthly fees shall be paid one month after the deployment of the staff at SMMU & CMMU and similarly HR Agency should paid to experts within 5 day ie by 15th day of every month.

The fees shall be inclusive of the paid remuneration of all the experts as detailed in annexure - A and other management cost to the HR Agency. It shall be inclusive of applicable service tax which may be incurred by the HR Agency deployment of experts shall be included the invoice of HR Agency submitted for payment to the Mission Director, SULM, UP / Director, SUDA, UP, Lucknow.

The others actual expenditures like traveling, stationary, communication etc to the experts shall be reimbursed as per extant Travelling Allowance Rules of GoUP by the Mission Director, SULM, UP / Director, SUDA, UP separately.

### **6. PENALTY FOR DEFAULT**

In the event of default / failure by the HR Agency in providing Services of experts / other required information, SUDA, UP reserves the right to get the Services executed by any other HR Agency at the cost and risk of the Second Party. SUDA has also right to imposed penalty towards the loss of time and money of the period to the default agency. EMD shall also be forfeited.

### **7. SUBSTITUTION OF KEY PERSONNEL**

The consultant shall not replace / substitute any of the Experts/Consultant & COs of the SMMU / CMMU, after finalization of the list by the Mission Director, SULM, UP / Director, SUDA, UP.

Mission Director, SULM, UP / Director, SUDA, UP if required may ask for replacement of any personnel in case of non-satisfactory performance. In such case, concerned personnel shall be



replaced within 15 days by the HR Agency through necessary processes out of wait listed candidates of the prepared list with in a period of one year after that process to be adopted for fresh selection as mutually agreed upon.

## 8. TERMINATION OF CONTRACT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier. Mission Director, SULM, UP / Director, SUDA, UP shall have right to review the performance of the SMMU / CMMU and, if it is not desirous of continuation of the Services of any experts in SMMU or CMMU in any cities on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the Agreement by giving notice of 30 days and providing reasonable opportunity to the experts to be heard, in case prayed for; within the notice period.

The experts may terminate the Agreement by giving the termination notice of 3 (three) months in advance without any reason thereof.

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

## 9. OBLIGATION OF THE HR AGENCY

The HR Agency shall:

- i. Deploy experts & COs in the SMMU / CMMU personnel within 2 month of signing of Agreement;
- ii. Provide the Services of Experts & COs as set out in Appendix II;
- iii. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- iv. Be bound to comply with any written direction of Mission Director, SULM, UP / Director, SUDA, UP to reasonably vary the Scope, Sequence of timing of the Services
- v. **Provide an undertaking that deployed Experts & COs will not claim for permanency of employment . The same undertaking is require to be taken by the HR Agency from all deployed Experts & COs individually.**

## 10. INDEMNIFICATION

HR Agency shall indemnify, defend and hold SULM, UP / SUDA, UP harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against SULM, UP / SUDA, UP by reason of or arising out of HR Agency's, gross negligence or willful misconduct with respect to HR Agency's duties and activities within the scope of this Agreement.

## 11. CONFIDENTIALITY

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

## 12. GOVERNING LAW AND JURISDICTION

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

### **13. DISPUTE RESOLUTION**

#### **Amicable resolution**

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

#### **Arbitration Procedure**

Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the President, SUDA, UP / Secretary, Urban Employment & Poverty Alleviation Programme Department, Govt. of UP who himself shall act as the sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). For all purposes, the principal Civil Court, Lucknow, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

#### **Place of Arbitration**

The place of Arbitration shall be at Lucknow only.

#### **Language of Arbitration**

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

#### **Notices**

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

**APPENDIX - II**

**QUALIFICATIONS OF KEY PROFESSIONAL STAFF**

Refer to Clause 18 of Scope of Work in RFP,

**APPENDIX - III**

**APPLICABLE FEES AND CHARGES PAYABLE TO THE HR AGENCY**

**1. FEES**

SULM, UP / SUDA, UP shall pay the HR Agency a fee of INR -----/- (Indian Rupees ----- only), inclusive of management cost of the agency and all applicable taxes , per month from the date of deployment of the specialists/consultant's and COs at the SMMU / CMMU at various selected Cities. Fee of the HR Agency will be based on the quantity of Experts & COs mentioned in their invoice raised for remuneration in every month. HR Agency shall be eligible to charge .....% of management cost of the agency out of payable remuneration to Experts & COs as agreed upon in every month.

**2. FEES**

Other Charges, as laid out in Appendix I, Clause 5 including all sub-clauses there-under, as and when necessary, shall be paid by SULM, UP / SUDA, UP separately.

