

August
'2016

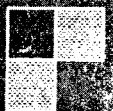
**Request for Proposal (RFP) Document
for Selection of Consulting Agency for the
Formation of SHGs, Area Level
Organizations and City Level Federations
for 140 towns in Bihar under DAY-National
Urban Livelihood Mission (DAY-NULM)**

Urban Development and Housing Department
Government of Bihar, 1st Floor, Vikas Bhawan
New Secretariat, Patna-800 015

Phone: 061 25747376

E-mail: unswulmbihar@visionis.org

Udhoh01@gmail.com



CUW

125

REQUEST FOR PROPOSAL

Tender No.: 04/NULM-81/2016

Date:

Request for Proposal of selection of Consultancy Agency for the Formation and nurturing of SHGs, Area Level Organizations and City Level federations in 140 towns of Bihar under DAY-National Urban Livelihood Mission

SEALED OFFERS SHOULD BE SENT TO:

State Mission Director, SULM
Urban Development and Housing Department
Room # 159, 1st Floor, Vikas Bhawan, Patna 800 015, INDIA Phone:
(0612) 2547876
Email: pmc.nulmbihar@visioneis.org
Udhd.bih@gmail.com
Website: <http://www.urban.bih.nic.in/>

IMPORTANT – ESSENTIAL INFORMATION

The reference "Tender No. : _____" must be shown on your offer.

1. PROPOSALS WILL BE ACCEPTED ONLY AT THE ABOVE ADDRESS
2. THE PROPOSAL FORM MUST BE USED WHEN REPLYING TO THIS INVITATION. FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION.
3. Offers MUST be received by latest 15:00 hrs India local time on 17/10/16 '2016 and will be publicly opened at 16:00 hours India local time on 17/10/16 '2016. Proposals received after the stipulated date and time will be invalidated.
4. Proposals must be submitted in duplicate, in a securely sealed envelope in accordance with the Instructions to Bidders.
5. Proposal must be accompanied with a valid Bid Security/Earnest Money Deposit as described in the data instruction sheet. Bids without valid Bid Security/Earnest Money Deposit will not be accepted.
6. The Lead Agency must submit Proof of registration and Audited statements for last 3 financial years ending on 31st. March 2016. Proposals without these documents will be treated as in-eligible and will not be evaluated.

124



बिहार सरकार

State Urban Livelihoods Mission (SULM)
Urban Development and Housing Department, Govt. of Bihar
1st Floor, Vikas Bhawan, New Secretariat,
Patna – 800 015, Phone: 0612-2547876
E-mail : pmc.nulmbihar@visioneis.org & www.udhd.bih@gmail.com
Website : www.urban.bih.nic.in & www.sulmbihar.in

Tender No. : 04/NULM-81/2016

Date: ' 2016

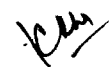
Notice Inviting Proposal of selection of Consultancy Agency for the Formation & nurturing of SHGs, Area Level Organizations and City Level federations in 140 towns of Bihar under DAY-National Urban Livelihood Mission

1. State Mission Director, Urban Development and Housing Department, Government of Bihar, invites technical proposals from eligible Consultancy Firms to provide technical assistance in the Formation of SHGs, Area Level Organizations and City Level federations in 140 towns in Bihar under DAY-National urban Livelihood Mission.
2. Participating Agencies must fulfil the following pre-requisites:
 - The Agency must have been in operation in India for at least 5 years after registration. Proof of registration as a legal entity must be submitted.
 - The Agency must be a Partnership firm/Company/Society or any other Legal Entity recognized under Income Tax/Service Tax Act.
 - Association Arrangements, Joint Ventures or Sub-contracting with other Consultancy firms/agencies are **not permitted** for this assignment.
 - The Consulting Agency must have formed at least 1000 SHGs of which at least 250 should have been credit linked with banks/facilitating access to revolving fund. The Consulting Agency should have promoted at least fifty (50) registered Federations of Self Help Groups. The Consulting Agency should have a minimum of 3 years experience of working with Government Departments or its Agencies engaged in SHG formation.
 - The average annual turnover of the agency for the last three financial years ending on 31st. March 2016 should be Rs. Fifty Lakhs each year.

Note: Proposals without these documents will be treated as in-eligible

3. Interested Agencies may download the complete Request for Proposal (RFP) document from the Tender Section on the website <http://www.urban.bih.nic.in> from ~~22/9/16~~ **22/9/16** 2016.
4. A **pre-bid meeting is proposed on** ~~4/10/16~~ **4/10/16** 2016 at 12 noon.
5. Interested Agencies may submit their proposals along with a **non-refundable demand draft of Rs. 5000/-** (Rupees Five Thousand only) and an refundable **EMD/Security Deposit of Rs. 2,00,000/-** (Rupees Two Lakh only) as prescribed in the RFP document. No proposals will be accepted without the Bid Security. **No liability will be accepted for downloading the incomplete document.**
6. Sealed complete **proposal will be received** at the address mentioned below on any working day up to **15.00 hours on** ~~17/10/16~~ **17/10/16** 2016. The Technical proposals of the Bids will be opened on the same day at 16.00 hours on ~~17/10/16~~ **17/10/16** 2016.
7. All prospective agencies are advised to go through the RFP document and undertake field visits at their own cost in preparation of their bids.
8. State Mission Director-SULM reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds. The proposals will be evaluated based on the information provided by the Consultancy Firms and the Evaluation Criteria detailed in the RFP document.


State Mission Director



193

Section 1 – Letter of Invitation

Tender No. : 04/NULM-81/2016

Date:

From,

State Mission Director -SULM
C/o Urban Development & Housing Department
Government of Bihar
Room #159, 1st Floor, Vikas Bhawan
Patna – 800 015
Phone: (0612) 2547876
Email: pmc.nulmbihar@visioneis.org & udhd.bih@gmail.com
Website: www.urban.bih.nic.in & www.sulmbihar.in

To:

All Prospective Bidders

Attention: Mr/Ms.

1. State Mission Director, SULM invites proposals to provide the following consulting services: Proposal of selection of Consultancy Agency for the Formation and nurturing of SHGs, Area Level Federations and cluster Level federations in 140 towns of Bihar.
2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the Request for Proposal (RFP)
3. This RFP is available to all eligible prospective consulting firms.
4. A firm will be selected under **Least Cost Selection Method** and procedures described in this RFP, in accordance with the policies of the Government of Bihar.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal
 - Section 5 - Terms of Reference
 - Section 6 - Standard Contract Document
6. A Pre-bid meeting has been scheduled where all issues/clarifications could be discussed and finalized. The venue and date of pre proposal meeting has been mentioned in the Notice Inviting Request for Proposals.
7. The deadline for receipt of proposals shall be ----- 17/10/16, 2016 at 15:00 hrs.
8. The State Mission Director-SULM, reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

19/10/16
State Mission Director, SULM

duy

Section 2- INSTRUCTIONS TO CONSULTANTS
(Data Sheet Instruction sheet to the Consultant)

1. INTRODUCTION

General

- 1.1 The State Mission Director, SULM, Govt. of Bihar (GoB) will select a consulting firm /organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4 The State Mission Director, SULM is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.6 The State Mission Director, SULM requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of NULM. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
 - (ii) If a Consultant is associated with or affiliated with UD&HD in the individual or joint venture capacity for DAY-NULM- PMC, PMU or on any other such assignment which may result in conflict of interest with implementation of other schemes/ programmes; or
 - (iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by UD&HD in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with

Handwritten signature or initials

121
the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

Fraud and Corruption

1.7 SULM requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, SULM:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- (ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any UD&HD contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any UD&HD contract.

Proposal:

- 1.8 If a Consultant (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.

Proposal Validity

- 1.9 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Participation of Government Employees

- 1.10 No current government employee shall be deployed by the consultant without the prior written approval by the appropriate authority.

1.11 Bid Security (Earnest Money Deposit)

- a. The bid security of amount indicated in Data Sheet in favour of "Director, BUDA, payable at Patna shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
- b. The Employer shall reject any bid not accompanied by appropriate bid security, as non-responsive.
- c. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security.
- d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- e. The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity.
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract within required time frame;
 - (ii) furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents up to Seven (7) days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The UD&HD will respond in writing and will send written copies of the response, including an explanation of the query

Raw

1/19

but without identifying the source of inquiry, to all Consultants. Should the department deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

- 2.2 At any time before the submission of Proposals, the department may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

- 3.1 Consultant's Proposal (the Proposal) will consist of three (3) components
 - (i) Bid Security, and
 - (ii) Technical Proposal
 - (iii) Financial Proposal
- 3.2 Bid Security: Bid security as mentioned in clause no 1.11 above shall be placed in Envelope I. If the bid security is found proper then only technical proposal shall be entertained
- 3.3 The Proposal, as well as all related correspondence exchanged by the Consultants and the Department, shall be in English. All reports prepared by the contracted Consultant shall also be in English.
- 3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.
- 3.5 The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

- 4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Technical Proposal Format

- 4.2 (i) The consultant shall submit technical proposal as per the data sheet which indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (ii) The following table summarizes the content and maximum number of pages permitted for each section of the Proposal. If the maximum number of pages is exceeded, a penalty will be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper.

Proposal Type Content	Full Technical Proposal (FTP)
Firm General Experience and experience in similar experience	(i) Maximum two (2) pages introducing the firm and associate firm(s) background and general experience (ii) Maximum of ten (10) pages of relevant completed project illustrating firm and associate(s) firm's relevant experience. No promotional material should be included. (Form Tech-3)
General approach and methodology, work plan	maximum ten (10) pages inclusive of charts and diagrams
Team composition, task assignments and summary of CV information	Form Tech-4
Curriculum vitae (CV) for proposed expert	Form Tech-5
Work plan	Form Tech-6

Technical Proposal Content

- 4.3 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-6). Such information must be provided by the Consultant.
- (i) A brief description of the organization and outline of recent experience of the consultant on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the consultant's involvement. Information should be provided only for those assignments for which the consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association (Joint venture). In case the assignment was carried out in joint venture then the JV agreement is to be submitted. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the department.
 - (ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
 - (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
 - (iv) An organization chart indicating relationships amongst the Consultant and any Associate(s), the department, and other parties or stakeholders, if any, involved in the assignment.

117

- (v) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the department that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
- (vi) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

Personnel

- (vii) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.
- (viii) Only one CV may be submitted for each position.
- (ix) Higher rating will be given to nominated experts from the consulting firm, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (x) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory.
- (xi) **A zero rating will be given to a nominated expert if the expert:**
 - (a) has not signed the CV; or
 - (b) is a current employee of UD&HD or any other consultant/staff currently assignment of the department

5. FINANCIAL PROPOSAL

- 5.1 Under this contract the Consultant's payments are **Output and Deliverables Based** as mentioned in Terms of Reference (ToR).
- 5.2 This is a Least Cost Selection tender.
- 5.3 No extra payment shall be made on any account.
- 5.4 Amounts payable by the Client to the Consultant under the contract shall be subjected to local taxes if any. The Client will pay Service Tax, on prevailing rates as applicable on the consultancy charges.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (Earnest Money Deposit and Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who signed the Proposal.
- 6.2 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.3 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" The envelopes (Envelope 1 – Earnest Money Deposit, Envelope 2 – Technical Proposal) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the project along with cluster name, and other information indicated in the Data Sheet.
- 6.4 Proposals must be delivered at the indicated department submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

7. PROPOSAL EVALUATION

General

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

Evaluation of Technical Proposals

- 7.3 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 7.4 The department's 'Consultants Selection Committee' (CSC) will be responsible For evaluation and ranking of Proposals received.

115 ↗

7.5 The CSC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 700 from the maximum of 1,000 points.

7.6 A Technical Proposal may not be considered for evaluation in any of the following cases:

- (i) the Consultant that submitted the Proposal was found not to be legally incorporated or established in India; or
- (ii) the Technical Proposal was submitted in the wrong format;
- (iii) the Technical Proposal included details of costs of the services; or
- (iv) the Technical Proposal reached the department after the submission closing time and date specified in the Data Sheet.

After the technical evaluation is completed, the department shall notify all the Consultant who obtain the qualifying marks after the assessment of the Technical Proposal.

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

8.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend will sign an Attendance Sheet.

- (i) The marks of each Technical Proposal that met the minimum mark of 700 will be read out aloud.
- (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative.

Evaluation of Financial Proposals

8.2 Financial proposals shall be opened publicly and read out; and the bidder quality least cost will be invited for contract negotiations.

8.3 Consultants' attendance at the opening of Financial Proposals is optional.

8.4 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:

- (i) complete, to see if all items of the corresponding Technical Proposal are priced; if not, for material omissions, the department will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors.
- (ii) computational errors if there are errors these will be corrected;
- (iii) Other errors, such as activities which are shown as different time lines in technical proposal and different in financial; price for these will be based on the technical proposal.

- 8.5 The detailed contents of each Financial Proposal will be subsequently reviewed by the department.
- 8.6 In the present case where the LCS method is used: the department will select the lowest Financial Proposal of a Consultant whose Technical Proposal has qualified.
- 8.7 The evaluated total price (ETP) for each Financial Proposal will be determined.
- 8.8 **All those proposals which have scored the qualifying marks shall be considered for opening of Financial Proposals and the agency quoting the least cost for the assignment shall be selected for awarding the contract.**

9. **Award of Contract**

- 9.1 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. **Performance Security**

The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee in favour of SULM from any scheduled commercial Bank for an amount equivalent to 10% of the total contract value towards Performance Security valid for a period of **six months** beyond the date of completion of services. The Bank Guarantee will be released by UD&HD after **six months** and rectification of errors if any, and satisfactory report by supervision consultant /PMC staff engaged by UD&HD.

112

Data Instruction Sheet to the Consultants

S. No	Details
1	Name of the Client: Urban Development & Housing Department, Government of Bihar (GoB) Client's Representative: State Mission Director, SULM Method of selection: Least Cost Selection Method
2	Name of the assignment is: Proposal of selection of Consultancy Agency for the Formation and nurturing of SHGs, Area Level Federations (ALOs) and City Level federations (CLFs) in 140 towns of Bihar under DAY-National Urban Livelihood Mission. More details on the services are provided in the Terms of Reference (ToR) under Section 5.
3	Pre-bid meeting is proposed on -----, 2016 at 12 noon.
4	The Client will provide the following inputs and facilities: As Mentioned in Terms of Reference (ToR)
5	Proposals must remain valid for 180 days from the submission date.
6	<p>Bid Security/Earnest Money Deposit</p> <p>a. The bid security of amount of Rs.2,00,000(Rupees Two lakhs only) in favor of "Director,BUDA" payable at Patna shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form (format for Bank Guarantee given as Appendix-III to Data Sheet). The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.</p> <p>b. The Employer shall reject any bid not accompanied by appropriate bid security, as non- responsive.</p> <p>c. The bid security of the successful Bidder shall be returned as promptly as possible once the bidder has signed the Contract and furnished the required performance security.</p> <p>d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.</p> <p>e. If submitted in the form of Bid Security (Bank Guarantee) the format prescribed at Appendix-III to Data Sheet should be followed.</p> <p>f. The bid security may be forfeited:</p> <ol style="list-style-type: none"> 1 if a Bidder withdraws the bid during the period of bid validity. 2 if the successful Bidder fails to: <ul style="list-style-type: none"> • sign the Contract within required time frame; • furnish a performance security.
7	Clarifications may be requested from the following address: State Mission Director, SULM C/o Urban Development & Housing Department, Government of Bihar Room#159, Vikas Bhawan, Patna – 800 015 Phone: (0612) 2547876 Email: pmc.nulmbihar@visioneis.org & udhd.bih@gmail.com Website: http://www.urban.bih.nic.in & www.sulmbihar.in

Sr. No	Details
	The clarifications will be addressed and uploaded on the UD&HD website and sent through mail to the prospective bidders, 7 days before the bid submission date.
8	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
9	Under this contract the payments are Output Based as mentioned in the Terms of Reference (ToR).
10	Amounts payable by the Client to the Consultant under the contract shall be subjected to local taxes if any. The Client will pay Service Tax, on prevailing rates as applicable on the consultancy charges. The selected Consultant shall provide the Service Tax Registration no. at the time of signing of contract.
11	<p>Submission of proposal</p> <p>An authorized representative of the Consultant shall initial all pages of the original copy of the Technical and Financial Proposal. No other copies are required.</p> <p>The original and all copies of the Technical Proposal to be sent to the department shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes (Envelope 1- Earnest Money Deposit, Envelope 2 -Technical and Envelope 3 - Financial Proposals) shall be placed in an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the loan project, and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.</p>
12	Proposals must be submitted no later than the following date and time: Date: -----, 2016, Time: 03:00 PM.
13	<p>Technical Evaluation of eligible bidders will be conducted as follows.</p> <p>a) The members of the Purchase Committee will first assess whether the Consultant agency conforms to the pre eligibility criteria as given in the NIP and if so shall then only evaluate the proposals against the Terms of Reference.</p> <p>b) The narrative Evaluation Criteria is attached as Appendix-I & II to this Data Sheet.</p> <p>c) Bidders who score 700 out of 1000 marks in Technical Proposal will be qualified for opening for Financial Proposal.</p> <p>Financial Evaluations & Award of Contract:</p> <p>Following the ranking of Technical Proposals, financial proposals of technically qualified bidders shall be opened publicly and read out. Following the LCS method; the bidder with the lowest quotation will be invited for contract negotiation.</p>
14	Expected Date of Opening Financial Proposals:- -----, 2016
15	Expected date for contract negotiation: -----, 2016. Negotiation will be held only with the preferred bidder.
16	Expected date for commencement of consulting services: -----, 2016

Sr. No.	Details
17	The duration of the assignment shall be Thirty six months and could be renewed further.
18	The Firm is required to ensure that key members of its team are available to facilitate the assignment for the entire contract period.
19	The selected Consultant agency will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft/Fixed Deposit Receipt/Unconditional Bank Guarantee (in prescribed format)/in favour of Director,BUDA payable/en-cashable at Patna, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 10% (ten percent) of the total contract value towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six months of expiry of Contract.
20	Completed proposals may be submitted in Hindi but it has to be accompanied by an English version of the same.
21	The State Mission Director, SULM reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Handwritten signature

NARRATIVE EVALUATION CRITERIA FOR FULL TECHNICAL PROPOSAL (FTP)

I. QUALIFICATION OF PROPOSER (400 Points)

A. Experience in community mobilization, formation of Self Help Groups, formation and registration of SHGs federations, Credit linkage of SHGs, capacity building, facilitating access to social entitlements and promotion of economic activities at the SHG and Federation level (200 points)

Criteria: The extent and depth of experience of the firm in the fields that are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established.

B. Experience in working with Government Departments at state and local government level (200 points)

Criteria: Extent of experience in working with Government Departments in any State for assignment of similar nature.

Factors to consider: Higher scores will be given to a firm having experience of at least 3 or more similar assignments and or having worked for more than 3 years with the Government Departments.

II. APPROACH AND METHODOLOGY (300 Points)

A. Understanding of Objectives (100 points)

Criteria: General understanding of the project requirements and coverage of principal components as requested in TOR.

B. Quality of Methodology (100 points)

Criteria: The degree to which the presented written methodology/approach addresses the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

C. Work Program (50 points)

Criteria: A work program showing graphical presentation of activities (bar chart); a clear chart of responsibilities of each consultant and inter-relationships between team members; a clear chart on the relationship between the Consultant; the department and other stakeholders.

Factors to consider: Work program will be assessed on logical sequence of events. The charts are to be assessed on the consultant's understanding of overall program.

Handwritten signature

109

G. Proposal Presentation (50 points)

Criteria: Clarity and ease of assessment of the entire proposal.

Factors to consider If all items requested in the invitation letter are covered in a clear and easily understandable form and the proposal is assembled in a professional manner, maximum points will be given.

III. PERSONNEL (300 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with two main criteria:

- (i) General experience such as academic qualification and the number of years of related experience and
- (ii) Project related experience based on the number of relevant projects implemented

RM

Appendix-II to Data Sheet

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

Sr.No	Criteria	Weight	Max Marks
1	Firms General Experience & Experience in Similar Assignments		400.0
A	Experience in the field of community mobilization, formation & nurturing of SHGs & their Federations, promotion of economic activities, capacity building & access to social entitlements		200.0
i	Experience in formation of Self Help Groups		30
a)	<i>Formation of at least 1000 SHGs</i>		10
b)	<i>Formation of 1001-1500 SHGs</i>		20
c)	<i>Formation of more than 1500 SHGs</i>		30
ii	Experience in the formation, nurturing and registration of SHG Federations		30
a)	<i>Formation and registration of at least 50 SHG Federation</i>		10
b)	<i>Formation and registration of at least 75 SHG Federation</i>		20
c)	<i>Formation and registration of more than 75 SHG Federation</i>		30
iii	Experience in Credit Linkages of SHGs		40
a)	<i>250 SHG credit linkage</i>		20
b)	<i>250 to 500 SHG credit linkages</i>		30
c)	<i>More than 500 SHG Credit Linkages</i>		40
iv	Experience in Promotion of Economic Activities (Group/ Federation level)		30
v	Experience in capacity Building		40
vi	Experience in Social Convergence		30
B	Experience in working with Government Departments at state and local levels		200.0
i	<i>Experience in undertaking 3 similar assignments</i>		50.0
ii	<i>Experience in undertaking 4 to 5 similar assignments</i>		100.0
iii	<i>Experience in undertaking more than 5 similar assignments</i>		200.0
2	Approach and Methodology for Proposed Assignment		300.0
A	Understanding of Objective		100
B	Methodology		100
D	Work Programme		50
G	Proposal Presentation		50
3	Qualification of Experience of Team Leader & other Key Professionals		300.00
A	Team Leader		100.0
i	<i>General experience such as academic qualification and the number of years of related experience</i>		50.0
ii	<i>Project related experience based on the number of relevant projects implemented</i>		50.0
B	Programme Manager		100.0
i	<i>General experience such as academic qualification and the number of years of related experience</i>		50.0
ii	<i>Project related experience based on the number of relevant projects implemented</i>		50.0

pen

C	Project Coordinator		50.0
i	<i>General experience such as academic qualification and the number of years of related experience</i>		25.0
ii	<i>Project related experience based on the number of relevant projects implemented</i>		25.0
D	Social Mobilizer		50.0
i	<i>General experience such as academic qualification and the number of years of related experience</i>		25.0
ii	<i>Project related experience based on the number of relevant projects implemented</i>		25.0
Total Technical Score			1000.0

TO ENSURE CONSISTENCY IN EVALUATIONS FOLLOWING SCORING TABLE WILL BE USED BY FOR EVALUATION OF PARAMETERS AT 2&3:

Excellent	100%	The proposal substantially exceeds the sub-criteria requirements.
Very Good	90%	The proposal exceeds the sub-criteria requirements.
Above Average	80%	The proposal fully meets the sub-criteria requirements.
Average	60%	The proposal adequately meets the sub-criteria requirements, but there are minor deficiencies.
Below Average	50%	The proposal has significant deficiencies against the sub-criteria requirements that will probably impact negatively on the implementation of the assignment.
Non-Complying	0%	The proposal either does not comply with the Sub-criteria requirements or does not provide enough information to allow a higher rating. For example, nominating an expert who is a current employee of the client is non-complying.

Handwritten signature/initials

Appendix-III to Data Sheet

Bid Security Form (Bank Guarantee)
(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: _____ *(name and address of Employer)*

Date: _____

Bid Security No.: _____

Whereas M/s _____ *(insert the name of the Consultant)*
(hereinafter called the "Consultant") has submitted its technical & financial proposals for the work of
_____ *(insert the name of work for which proposal is submitted)* (hereinafter called the "Proposal") under Package No. _____
_____ on dated _____ against the Employer's Notice Inviting Tenders (NIT) Notice
Inviting Request for Proposals (NIP)/ Invitation for Bid (IFB) No. _____
_____ *(insert NIT/NIP/IFB number as per publication in news paper or website).*

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Consultant, we _____ *(insert name of the bank)* hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of _____
_____ *(insert bid security amount in figures)* _____
_____ *(amount in words)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the RFP conditions, because the Consultant:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Consultant in the Technical Proposal Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Consultants (hereinafter "the ITC") of the RFP Document; or
- (c) having been notified of the acceptance of its Proposal by the Employer during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITC.

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of copies of the Contract Agreement signed by the Consultant and the performance security issued to you upon the Instruction of the Consultant; and (b) if the Consultant is not the successful Consultant, upon the earlier of (i) our receipt of a copy your notification to the Consultant of the name of the successful Consultant; or (ii) forty-five days after the expiration of the Consultant's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____ *Bank's seal and authorized signature(s)* _____

Ran

105

Section 3 – Technical Proposal – Standard Form

Tech 1: Technical Proposal Submission Form

[Location, Date]

To:

State Mission Director, SULM

C/o Urban Development & Housing Department, Government of Bihar

Room # 159, Vikas Bhawan, Patna – 800 015

Phone: (0612) 2547876

Email: pmc.nulmbihar@visioneis.org & udhd.bih@gmail.com

Dear Sir/Madam:

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

We are submitting our Proposal in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet (Please indicate date).

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: ____

Name of Firm: _

Address: _____

TECH 2: SUMMARY SHEET

Provide here a brief (two pages) description of the background and organization of the Agency with following summary sheet

Name of the Agency	
Year of Establishment: (Incorporation Certificate is required)	
Service Tax Registration No.: PAN Details: (Copies required)	
Contact Person with Contact Details:	
Annual Turnover* in last three years (Rs. in Lakhs) : Certified by CA FY 2015-16 FY 2014-15 FY 2013-14 Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Net worth of Agency (Positive/ Negative):	
Current Contract Commitments: (Rs.in Lakhs)	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	
Agency's Name: _____ Signature of Authorized Representative:	

107

TECH3: DETAILS OF SIMILAR WORKS CARRIED OUT IN THE LAST THREE YEARS

The Following information should be provided in the format below for each reference assignment for which your Agency, either individually as a corporate entity was legally contracted by the client stated below.

Assignment name:	Approx. value of the contract (in current Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Rs)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Consultants:
Firm general experience & experience of similar assignments : A. Formation of self help groups B. Formation and registration of SHGs federation C. Credit linkage of SHGs D. Promotion of economic activities E. Experience in capacity building F. Experience in the convergence of social security schemes	
Any other :	
Description of actual services provided in the assignment	

**(Certificate from Employer regarding experience should be furnished)*

Agency's Name: _____

Signature of Authorized Representative:

Devi

TECH-4: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

Team Leader and other Team Members

First Name & surname	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm (full-time/ other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

Support Staff

S. No.	First Name & surname	Position	Task Assignment

PCW

101

TECH-5: Curriculum Vitae (CV) for Proposed Experts

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

1. Proposed Position [only one candidate shall be nominated for each position]: ____
2. Name of Firm [Insert name of firm proposing the expert]: _____
3. Name of Expert [Insert full name]: _____
4. Date of Birth: (Please furnish proof of age) Citizenship: _____
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations: _____
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8. Publication: [List of details of major technical reports/papers published in recognized national and international journals]
9. Languages[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. Employment Record[Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Year]: __ To [Year]: _____

Employer: _____

Positions held: _

<p>10. Detailed Tasks Assigned [List all tasks to be performed under this assignment]</p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under point 11.] Name of assignment or project: _____ Year: __ Location: _____ Client: _ Main project features: _ Positions held: _ Activities performed: __</p>
---	--

12. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing /Implementing Agency.
- [(iii) I am/I am not in regular full-time employment with the Consultant/Sub-Consultant.]

100

(iv) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.

(v) I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project

(vi) I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience

I am committed to undertake the assignment within the validity of Proposal.

(vi) I did not write the terms of reference for this consulting services assignment.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Day/Month/Year]

[Signature of expert or authorized representative of the firm]¹ Full name of authorized representative: _____

¹ This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

[Handwritten signature]

98

SECTION 4: FINANCIAL PROPOSAL

FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

State Mission Director, SULM
C/o Urban Development & Housing Department, Government of Bihar
Room # 159, Vikas Bhawan, Patna – 800 015
Phone: (0612) 2547876
Email: pmc.nulmbihar@visioneis.org & udhd.bih@gmail.com

Dear Sir /Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 5 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: ____

Name of Firm: _

Address: _____



FORM FIN-2: CLUSTER WISE TOWNS CONSULTANCY FEE DETAILS

Project Title: Proposal of selection of Consultancy Agency for the Formation of SHGs, Area Level Federations and City Level federations in 140 towns of Bihar under DAY –National Urban Livelihood Mission (DAY-NULM)

Total Duration: 3 Years

Name of cluster	Name of District	Name of town	Consultancy Fee for The Formation of SHG, Area Level Organizatio, City level federation and other activities
Cluster-1 Patna	Patna	Patna, Barh, Khagaul, Danapur, Mokama, Masaurhi, Phulwarisharif, Fatuah, Maner, Bakhtiyarpur, Khushrupur, Bikram, Naubatpur	
	Baxure	Baxure, Dumraon	
	Bhojpur	Arah, Piro, Bihian, Jagdishpur, Koilwar, sahpur	
	Saran	Chhapra, Sonepur, Dighwara, Madhaura, Rivilganj, Ekma Bazar, Parsa Bazar	
	Siwan	Siwan, Maharajganj, Mairwa	
	Nalanda	Biharsharif, Hilsa, Islampur, Silao, Rajgir	
	Vaishali	Hazipur, Lalganj, Mahnar, Mahua	
Cluster-2 Gaya	Gaya	Gaya, Bodhgaya, sherghati, Tekari	
	Jehanabad	Jehanabad, Makhdumpur	
	Arwal	Arwal	
	Aurangabad	Aurangabad, Rafiganj, Nawinagar, Daudnagar	
	Nawada	Nawada, Warishaliganj, Hisua	
	Rohtas	Sasaram, Dehari, Bikramganj, Koyath, Nokha, Nasriganj, Kochas	
	Kaimur	Bhabua, Mohania	
Cluster-3 Muzaffarpur	Muzaffarpur	Muzaffarpur, Motihari, Kanti, Sahebganj	
	Sheohar	Sheohar	
	Sitamarhi	Sitamarhi, Baigania, Belsand, Dumra, Janakpur Road	
	East Champaran	Motihari, Chakia, Sugauli, Raxual, Dhanka, Areraj, Kesharia, Pakari Dayal, Mehasi	
	West Champaran	Betiah, Bagha, Narkatiaganj, Chanpatia, Ramnagar	

	Darbhanga	Darbahnga,Benipur	
	Madhubani	Madhubani, Jainagar, Jhanjharpur, Ghoghardiha,	
	Samastipur	Samastipur,Dalsinghsarai, Roshara	
	Gopalganj	Gopalganj, Mirganj, Barauli, Katiya	
Cluster-4 Bhagalpur	Bhagalpur	Bhagalpur,Sultanganj, Navgachhia, kahalgaon,	
	Banka	Banka, Amarpur	
	Munger	Munger, Jamalpur, Haweli Khadagpur	
	Lakhisarai	Lakhisarai, Badhaiya	
	Shekhpura	Shekhpura, Barbigha	
	Begusarai	Begusarai, Behat, Bakhari, Teghara, Balia	
	Jamui	Jamui, Jhajha	
Cluster-5 Purnia	Purnia	Purnia, Kaswa, Banmankhi	
	Katihar	Katihar, Manihari	
	Khagaria	Khagaria, Gogari Jamalpur	
	Madhepura	Madhepura, Murliganj	
	Saharsa	Saharsa, Simari Bakhtiyarpur	
	Araria	Araria, Farwisganj, Jogwani	
	Kishanganj	Kishanganj, Bahadurganj, Thakurganj	
	Supaul	Supaul, Birpur, Nirmali	

(B)	Add Service Tax as per prevailing rates	
(C)	Total fee including Service Tax [A]+[B]	

The Consultancy Fee shall incorporate all the costs related to manpower, training, travel, manual and module development, mobilization, livelihood promotion, social security coverage etc.

Total Fee in words

1. **Without Service Tax:**
2. **Including Service Tax:**

Note:

- (i) During Evaluation of Financial proposals, the quoted fee excluding service tax shall be considered.
- (ii) The client shall pay the Support Agency, the Service Tax, on prevailing rates as applicable on the consultancy charges
- (iii) The quoted price should not exceed the maximum available budget for the respective project ULBs as mentioned in Terms of Reference.

SECTION 5: TERMS OF REFERENCE (TOR)

THE CONTEXT

The Urban Development and Housing Department, Government of Bihar through National Urban Livelihood Mission, proposes to ensure that the urban poor have increased access to social and economic benefits to improve overall quality of life. It is estimated that about 42% of the urban population is poor and have few avenues for livelihoods improvement. The Government proposes to consolidate gains from National Urban Livelihood Mission (NULM) through the Formation of SHG, Area Level Organization and cluster Level federation.

The NULM program extends 140 towns of 38 districts of Bihar. However, 140 towns are covered in this contract are grouped into 5 clusters for operational purpose under NULM. The consultant shall submit separate technical and financial proposals for one cluster listed below. Based on the technical capacity of the consultant, department shall award one to the consultant.

The 140 towns to be covered under this Terms of Reference are as follows:

Name of cluster	Name of District	Name of town
Cluster-1 Patna	Patna	Patna, Barh, Khagaul, Danapur, Mokama, Masaurhi, Phulwarisharif, Fatuah, Maner, Bakhtiyarpur, Khushrupur, Bikram, Naubatpur
	Baxure	Baxure, Dumraon
	Bhojpur	Arah, Piro, Bihian, Jagdishpur, Koilwar, sahpur
	Saran	Chhapra, Sonapur, Dighwara, Madhaura, Rivilganj, Ekma Bazar, Parsa Bazar
	Siwan	Siwan, Maharajganj, Mairwa
	Nalanda	Biharsharif, Hilsa, Islampur, Silao, Rajgir
Cluster-2 Gaya	Vaishali	Hazipur, Lalganj, Mahnar, Mahua
	Gaya	Gaya, Bodhgaya, sherghati, Tekari
	Jehanabad	Jehanabad, Makhdumpur
	Arwal	Arwal
	Aurangabad	Aurangabad, Rafiganj, Nawinagar, Daudnagar
	Nawada	Nawada, Warishaliganj, Hisua
	Rohtas	Sasaram, Dehari, Bikramganj, Koyath, Nokha, Nasriganj, Kochas
	Kaimur	Bhabua, Mohania
Cluster-3 Muzaffarpur	Muzaffarpur	Muzaffarpur, Motihari, Kanti, Sahebganj
	Sheohar	Sheohar
	Sitamarhi	Sitamarhi, Baigania, Belsand, Dumra, Janakpur Road
	East Champaran	Motihari, Chakia, Sugauli, Raxual, Dhanka, Areraj, Kesharia, Pakari Dayal, Mehasi
	West Champaran	Betiah, Bagha, Narkatiaganj, Chanpatia, Ramnagar
	Darbhanga	Darbhanga, Benipur

	Madhubani	Madhubani, Jainagar, Jhanjharpur, Ghoghardiha,
	Samastipur	Samastipur, Dalsinghsarai, Roshara
	Gopalganj	Gopalganj, Mirganj, Barauli, Katiya
Cluster-4 Bhagalpur	Bhagalpur	Bhagalpur, Sultanganj, Navgachhia, kahalgaon,
	Banka	Banka, Amarpur
	Munger	Munger, Jamalpur, Haweli Khadagpur
	Lakhisarai	Lakhisarai, Badhaiya
	Shekhpura	Shekhpura, Barbigaha
	Begusarai	Begusarai, Behat, Bakhari, Teghara, Balia
	Jamui	Jamui, Jhajha
Cluster-5 Purnia	Purnia	Purnia, Kaswa, Banmankhi
	Katihar	Katihar, Manihari
	Khagaria	Khagaria, Gogari Jamalpur
	Madhepura	Madhepura, Murliganj
	Saharsa	Saharsa, Simari Bakhtiyarpur
	Araria	Araria, Farwisganj, Jogwani
	Kishanganj	Kishanganj, Bahadurganj, Thakurganj
	Supaul	Supaul, Birpur, Nirmali

97

**Appointment of Agency for Formation and nurturing of SHGs, Area Level Organizations and City Level Federations
Terms of Reference**

1. BACKGROUND

The Urban Development and Housing Department (UDHD) Government of Bihar is being supported by Ministry of Housing & Urban Poverty alleviation, Govt. of India to implement the National Urban Livelihood Mission in Bihar. One of the key interventions under NULM has been the identification, mobilization and organization of women residents of ULBs in the project towns to facilitate their access to livelihood opportunities to improve their income and overall well-being.

The National Urban Livelihoods Mission (NULM) of the Government of India also emphasizes the mobilization of the urban poor to form their own institutions as an effective and sustainable poverty reduction intervention. NULM stresses on forming SHGs, Area Level Federations and Cluster Level Federations of urban poor households primarily women that serve as a support system for meeting financial and social needs.

The UD&HD seeks to scale up the poverty reduction interventions under NULM and maximize the gains from NULM and hire the services of a Consulting Agency to form, establish and build capacities of Area Level Organization and City Level Federations.

2. OBJECTIVE

The overall objective of the assignment is to form and strengthen of SHGs, Area Level Organization and City Level Federations. The specific objectives have been detailed below.

- a) To promote formation and strengthening of SHGs, Area Level Organizations and City Level Federations.
- b) To provide prescribed books of account to SHGs, Area Level Organizations and City level Federations
- c) Opening of basic saving account of SHGs, ALOs and CLFs
- d) To promote SHGs for the enrollment with Area Level Organizations.
- e) To promote Area Level Organizations for the enrollment with City Level Federation
- f) Filing of registration of all Area Level Organization and City level Federations and ensuring that at least 75% are registered under a suitable Act.
- g) Statutory compliances of all registered Area Level Organization and City Level Federations
- h) Facilitate revenue generation / credit linkages to banks at least 50% of SHGs.
- i) To nurture leadership abilities in the Federations.
- j) To develop financial and administrative systems within the Federations.
- k) To develop systems for rolling out Revolving Fund/Initial capitalization fund to SHGs and Area level Federations.
- l) Ensure skill training of at least 10% members of SHGs under various skill sectors as identified under NULM
- m) Facilitate the linkages with Govt. Schemes/ Insurance at least 20% members of SHGs.

3. SCOPE OF WORK

The Scope of work for the assignment includes but is not limited to following:-

- a) Undertake survey to identify potential SHG members in urban area
- b) Mobilize identified beneficiaries to form SHGs, ALOs and CLFs.
- c) Facilitate and handholding support to the federations of the SHGs
- d) Register the federations at ward level and City Level under Bihar Self Supporting Cooperative Societies'1996.

Handwritten signature

- e) Design and implement systematic training and capacity building for functionaries of SHGs, ALOs and City Level Federations.
- f) Establish inter linkages across programmes for leveraging resources and creating capital
- g) Administering a Revolving Fund/Initial Capitalization Fund and instilling financial discipline in SHGs and their federations

4. DESCRIPTION OF TASKS

- a) **Interface with community, and form SHGs, Area Level Organization and City Level Federations** : Consultant Agency will undertake the survey under the operational area of the cluster towns to identify potential beneficiaries, mobilize them and organize them into SHGs. Meetings to introduce the concept of federations will be conducted with the community institutions across cluster level towns. The Agency will mobilize at least 4000 SHGs (Old & New) at cluster level towns and form ward wise Area Level Organizations. The agency will also establish City level Federation at town level with the membership of Area level Organizations covering a minimum of 40,000 SHG members at cluster level.
- b) **Ensure the registration of the Federations**: The Consultant Agency will define the most appropriate hierarchical structure and legal framework for registering the Area Level Organization and City Level federations. It shall facilitate the process of selection of promoter members and help in preparation of Bye laws and other supporting documents required for registration. The Agency will support in filing the required documents to the Registration Department both at the town and the state level including in obtaining the registration certificate. The Agency will also be responsible for conducting transparent Selection Process of Office bearers and building their capacity.
- c) **Set up the administrative, financial and Statutory systems**: The Agency will undertake all such activities as required to set up the financial and administrative system for the Area level Organization and City Level federations. The broad areas that are to be covered include:
 - Administrative system:-**
 - Enrolment & cancellation of membership
 - Providing need based services
 - Conducting meeting
 - Constitution of functional committee
 - Appointment & monitoring of staff
 - Review mechanisms
 - Financial System:-**
 - Mobilization of funds
 - Management of funds
 - Maintenance of books of accounts
 - Audit of accounts
 - Preparing action plan & budget
 - Deficit Management
 - Maintenance of bank accounts
 - Allocation of resources
 - Generating Revenue
 - Statutory system**
 - Conducting of election
 - Conducting board meeting & General body meeting
 - Ensuring submission of documents to registrar
 - Statutory compliances
 - Keeping the records available
 - Any others as required
- d) **Capacity Building**: The Consultant Agency shall prepare modules for providing training to SHG members and other stakeholders like ULBs and other relevant agencies on the need,

91

vision and the process of formation of Federations and conduct such training. Subsequently, the Consulting Agency will also be responsible for training office bearers of Area level and City level Federations to run and manage the community based institutions formed.

- e) **Support in leveraging resources:** The Consultant Agency is expected to facilitate linkages with financial institutions and other funding agencies for leveraging resources for the town and state level federations. The Agency will assist in preparation of micro credit plans by the SHGs under the supervision of the town level federations to access credit support from banking institutions, government and project funds as revolving funds or initial capitalization fund. Particular emphasis shall be on developing and institutionalizing systems for ensuring credit flow, fund management, repayment and its proper accounting.
- f) **Develop systems and roll out Revolving funds/Initial capitalization funds to SHGs and Federation of the Occupational Groups:** The Consultant shall develop a robust system for leveraging funds and shall demonstrate the community level processes required for preparing fund requisition such as preparation of micro credit plans and further develop the criteria for loan prioritization. The Agency will build the capacity of the community groups for this purpose; it will also frame guidelines for managing such grants that the Federation will receive as Revolving Fund/Initial Capitalization Fund.
- g) **Promote selected scalable/identified livelihood activities:** The SHGs formed in the NULM towns are currently engaged in thrift and credit activities with inter- loaning contributing to limited income generating activities. Livelihood profiling is underway for developing strategic interventions. The Consultant Agency is expected to work on taking forward the livelihood profiles and micro plans to identify one. The Consultant Agency will work across the value chain and come up with products/activities that after value addition/branding may be marketed including creating 'producer groups' that may be scaled up. In anticipation, the Agency will under this contract, actively establish the forward and backward linkages including but not limited to sourcing raw materials, credit, training and technology development. The Agency may also facilitate access to storage facilities, production space etc. and establish linkages with other economic cluster programmes that may be operational. These interventions should result in developing the capacity of Area level Federation and City Level Federation to manage livelihood activities through a cluster approach. Besides this, it shall promote and ensure that 10% of the total SHG Federation members receive skill training either in a new alternate sector or for up gradation of existing skills through convergence with other empanelled agencies providing skill training for employment under NULM

5. OUTPUTS AND KEY DELIVERABLES : The project deliverables under this assignment include:

- Formation and nurturing of 4,000 SHGs at cluster level towns
- Formation and nurturing of Area Level Organizations (ward wise)
- Formation and nurturing of City Level Federations at City level
- Opening of basic saving account of all SHGs, ALOs and CLFs.
- Provide books of account to formed all new SHGs, Area Level Organizations and City Level Federations
- Approximately 95% SHGs enrolled with Area Level Organizations and at least 75% Area level Organizations enrolled with City Level Federations.
- Filing registration of all Area level Organizations and City Level Federations and ensuring that at least 75% are registered under Bihar Self Supporting Cooperative Societies Act'1996.
- Statutory compliances of all registered Area Level Federations and City Level Federations
- Facilitate revenue generation / credit linkage at least of 50% of SHGs
- Ensure skill training of at least 10% members of SHGs under various skill sectors as identified under NULM
- Facilitate the linkages with Govt. schemes/Insurance schemes at least 20% members of

SHGs

- Capacity building & training of the members of SHGs, Area level Organizations and City Federations.
- To develop systems for rolling out Revolving Fund/Initial capitalization fund to SHGs and Area level Federations.

The Consulting Agency will submit monthly and quarterly Progress Reports which will include progress made in the reporting period and proposed activities in the next month/ quarter. Monthly and quarterly targets will be agreed at the time of signing the contracts.

6. MANAGEMENT ARRANGEMENTS

The Consultant Agency should have the required professionals with expertise required to deliver the scope of work described above.

The Urban Development and Housing Department will be the Nodal Agency for the implementation of the project and will be supported by Project Management Consultants. The day-to-day oversight and management of the Agency will be with the PMC Team who will ensure field inspection of services to ensure quality of inputs as envisaged under the Scope of Work in each of the Terms of Reference above.

The Consulting Agency is expected to have access to adequate administrative and logistics support, contracting as well as the capacity to produce, and quality control reports and deliverables. A 3-year framework roll-over contract will be issued. There will be annual performance review following which annual targets will be mutually defined. There is a possibility that the contract may be extended for an additional 2 years depending on need and performance of the Agency. This contract extension will not exceed 10% of the quoted price for the initial 3-year contract. Detailed reporting arrangements will be discussed with the preferred bidder at the time of contract signing.

In their technical proposal, the Consulting Agency must provide a detailed work plan for delivering the Terms of Reference in its entirety including indicating phasing of work. This will be a key input to deciding on the quarterly deliverables at the time of contract signing with the preferred bidder. Additionally, the Consulting Agency will be required to submit detailed Annual Work plans clearly specifying the targets to be achieved in each quarter for every subsequent year of project implementation – this will form the basis of determining quarterly and annual fund releases. In their financial proposal, the Agencies must quote a 'unit rate' for creating a single federation. This is an all-inclusive rate. The contract will be an 'output based' one with payment linked to achievement of agreed targets on a pro-rata basis.

7. BUDGET and PAYMENT SCHEDULE

- 10 % of the contract value will be paid against the Inception Report that should include manpower details, detailed work plan and detailed strategy by the agency.
- 80% of the remaining contract value will be payable against successful achievement of deliverables/ milestones described below. Payments will be on achievement of actual targets and variance (overachievement/under achievement) will be payable annually on pro-rata basis.
- 10% of the remaining contract value will be paid on a quarterly basis against Quarterly Reports in twelve equal installments over the period of the contract.
 - The client shall pay the Consultant, the Service Tax, on prevailing rates.
 - It is expected that the financial proposal is inclusive of all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.
 - The Payment Schedule for the assignment is as follows:

PAYMENT SCHEDULE

S.N.	Output & Key Deliverables	Percentage of total budget
1.	Submission of Inception Report	10
2.	Formation and nurturing of SHGs	15
3.	Formation, nurturing and registration of ALOs & CLFs	10
4.	Opening of basic saving account of SHGs, ALOs & CLFs	10
5.	Printing of books of account (SHGs, ALOs and CLFs)	03
6.	Mobilization of members for the enrollment with ALOs and CLFs	05
7.	Statutory compliances of registered federation	05
8.	Facilitate revenue generation / credit linkage of SHGs (Individual & Group)	10
9.	Ensure skill training of SHGs members under various skill sectors as identified under NULM	05
10.	Developing systems for rolling out Revolving fund of SHGs & ALOs	02
11.	Linkages & convergence (Social security & Insurance) with other stake holders	05
12.	Capacity building & training of the members of SHGs, ALF and CLF	10
13.	Submission of timely monthly & quarterly report	10
	Total	100

8. COMPETENCY AND EXPERTISE REQUIRED

- The Agency must have been operation in India for at least 5 years after registration. Proof of registration as a legal entity must be submitted.
- The Agency must be a Partnership firm/Company/Society or any other Legal Entity recognized by Income Tax/Service Tax Act.
- Association Arrangements, Joint Ventures or Sub-contracting with other Consultancy firms/agencies are **not permitted** for this assignment.
- The Consulting Agency must have formed at least 1000 SHGs of which at least 25% should have been credit linked with banks/facilitating access to revolving fund.
- The consultancy agency should have the experience of registration and nurturing of SHGs federations.
- The Consulting Agency should have a minimum of 3 years experience of working with Government Departments or its Agencies engaged in SHG formation.
- The average annual turnover for the last three financial years ending on 31st. March 2016 of the Agency should be Rs. 50 Lakhs.
- The Team should ideally include the following staff:
 - a) Team Leader
 - b) Programme Manager
 - c) Project Coordinator
 - d) Social Organizer
 - e) Community Organizer

Bidders are expected to provide all details of town and state level staff to be deployed to undertake this assignment. Change in staff is not desirable. However, in case changes are necessary, after the contract has been signed, the Consultant Agency will ensure that professionals with similar or higher qualifications and experience are recruited as replacements. Staff changes require prior approval of the UD&HD. The desired qualifications and experience of the team members is as given below.

Position	Qualifications & skills	Experience	Man Months
Team Leader	<ul style="list-style-type: none"> • MBA /Post Graduate in Commerce, Economics, Law, or related discipline. • Computer skills is essential • Knowledge of relevant national and state Acts and policies 	<ul style="list-style-type: none"> • 10 years of experience in creating business entities of scale including forming and federating community based organizations for holistic empowerment including social, economic, political and legal spheres 	36 months
Programme Manager (Full Time)	<ul style="list-style-type: none"> • Masters in Social Work/MA Sociology/Economics/ Commerce or related discipline. • Computer and MIS skills mandatory 	<ul style="list-style-type: none"> • 5 years of experience in Micro Finance/Micro Enterprise/ social advocacy, Urban Livelihood and empowerment 	36 months
Project Coordinator (Full Time)	<ul style="list-style-type: none"> • Masters in Social work/ Social science/ Community Development/ Women's Development • Computer and training skills mandatory 	<ul style="list-style-type: none"> • 3 years of experience in community mobilization and capacity building on strengthening institutions 	32 months
Social Mobilizer	<ul style="list-style-type: none"> • Masters in Sociology/ Social work/ Rural Development/ Rural Management/ Urban and Community Management 	<ul style="list-style-type: none"> • At least 5 years of experience of working with community Institutions and on community mobilization. 	30 months
Community Organizer	<ul style="list-style-type: none"> • Inter (10+2) • Knowledge of working in Bihar • Understanding of SHGs and SHG Federations 	<ul style="list-style-type: none"> • Experience in community mobilisation and capacity building/ training 	30 months

The Programme Manager, Project Coordinator, Social Mobiliser, Community Organizer shall be full time staff of the Consulting Agency. The Community Organizers shall also provide services full time and must belong to the same community and or may be resident of the poor urban pockets/slums. The Social Mobilizer will have dual reporting to the Program Manager and the Chief Municipal Officer and will be responsible for supervising the field work; the Community Organizers will report to the Social Mobilizer.

87

9. CONTRACT PERIOD

A roll over framework contract will be issued for an initial period of **thirty six months** with annual performance review and target setting. The contract may be extended for another 2 years based on performance and need at a cost not exceeding 10% of the quoted price for the initial 3-year contract. The contract is expected to begin on -----' 2016.

10. OTHER REQUIREMENTS

The Agency shall mobilize all necessary computers, software and all other equipment required to fulfill the job. The Agency shall be responsible for all conveyance and communication facilities etc., which may be required to carry out the job and consider these aspects while quoting their financial proposals.

11. ITEMS TO BE PROVIDED BY THE CLIENT OR CONSULTANT

- a) Client will assist in providing information of community institutions already formed and help in all coordination with the existing NGO partner, the ULB and the UDHD.
- b) **Office Space, equipment, software and facilities related to the performance of services under the contract** shall be arranged by the Agency at their cost.

SECTION 6: STANDARD CONTRACT

Agreement & General Conditions of Contract CONTENTS

Sl. No. Description Page No.

I. CONTRACT FOR CONSULTANT'S SERVICES

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions


- 1.1 Definitions
- 1.2 Relation between the Parties
- 1.3 Law Governing the Contract
- 1.4 Language
- 1.5 Headings
- 1.6 Notices
- 1.7 Location
- 1.8 Authority of Member in Charge
- 1.9 Authorized Representatives
- 1.10 Taxes and Duties

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.5 Entire Agreement
- 2.6 Modification
- 2.7 Force Majeure
 - 2.7.1 Definition
 - 2.7.2 No Breach of Contract
 - 2.7.3 Measures to be Taken
 - 2.7.4 Extension of Time
 - 2.7.5 Payments
 - 2.7.6 Consultation
- 2.8 Suspension
- 2.9 Termination
 - 2.9.1 By the Employer
 - 2.9.2 By the Consultants
 - 2.9.3 Cessation of Rights and Obligations
 - 2.9.4 Cessation of Services
 - 2.9.5 Payment upon Termination
 - 2.9.6 Disputes about Events of Termination

3. Obligations of the Consultants

- 3.1 General
 - 3.1.1 Standard of Performance

- 
- 3.1.2 Law Governing Services
 - 3.2 Conflict of Interests
 - 3.2.1 Consultants not to Benefit from Commissions, discounts etc.
 - 3.2.2 Consultants and Affiliates not to be otherwise interested in Project
 - 3.2.3 Prohibition of Conflicting Activities
 - 3.3 Confidentiality
 - 3.4 Liability of the Consultants
 - 3.5 Insurance to be taken out by the Consultants
 - 3.6 Accounting, Inspection and Auditing
 - 3.7 Consultants' Actions requiring Employer's prior Approval
 - 3.8 Reporting Obligations
 - 3.9 Documents prepared by the Consultants to be the Property of the Employer
Equipment and Materials furnished by the Employer

4. Consultants' Personnel

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Overtime, Leave etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

5. Obligations of the Employer

- 5.1 Assistance and Exemptions
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services, Facilities and Property of the Employer
- 5.5 Payment

6. Payment to the Consultants

- 6.1 Cost Estimates; Ceiling Amount
- 6.2 Currency of Payment
- 6.3 Mode of Billing and Payment

7. Responsibility for accuracy of the project document

- 7.1 General
- 7.2 Retention money
- 7.3 Penalty
- 7.4 Action for deficiency in services

8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Contract

9. SETTLEMENT OF DISPUTES

- 9.1 Amicable Settlement
- 9.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

Appendix A: Terms of reference containing, inter-alia, the Description of the Services

and Reporting Requirements

Appendix B: Consultants' Sub-consultants, Key Personnel and Sub-Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Employer

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Format for Bank Guarantee for Performance Security

Appendix J: Minutes of the Pre-bid meeting

CUH

Annexure 1: FORM OF CONTRACT

CONTRACT FOR: [Please insert name of project]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN : [Urban Development & Housing Department, GoB (hereinafter referred to as "the Client")]
AND : [Please insert name of Consultant] (hereinafter referred to as "the Consultant")
[Please insert nodal officer and communication address of the consultant]

WHEREAS:

- A. the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");and
- B. the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

- | | |
|-----------|---|
| Section 1 | Form of Contract |
| Section 2 | General Conditions |
| Section 3 | Special Conditions |
| Section 4 | Terms of Reference |
| Section 5 | Schedule of Prices |
| Section 6 | Minutes of Contract Negotiation Meeting |
- Appendices:

- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
- Appendix B: Consultants' Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
- Appendix C: Minutes of Financial/ Contract Negotiations with the Consultant, If any. Appendix D: Copy of letter of invitation
- Appendix E: Copy of letter of acceptance
- Appendix F: Copy of Bank Guarantee for Performance Security
- Appendix-G: Minutes of the pre-bid meeting

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular

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

82

and

(b) Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

2. Commencement and Duration of the Services

The Consultant shall start the Services on ____ [please insert date] ("the Start Date") and shall complete them by ____ [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit

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

4. Time of the Essence

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Client Signature: Name: Date:	For and on behalf of Consultant Signature: Name: Date:
Witness on behalf of Client 1. 2.	Witness on behalf of Consultant 1. 2.

81

Annexure-2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of Bihar;
- (f) "currency" means the Indian National Rupee;
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (i) "Personnel" means persons hired by the Consultants as approved by EMPLOYER as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (j) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (o) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3 Language

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

1.5 Heading

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

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC. The addresses are:

For the Client: State Mission Director, SULM
C/o Urban Development & Housing Department, Govt. of Bihar
159, 1st Floor, Vikas Bhawan, New Secretariat, BAILEY ROAD, PATNA-800015, BIHAR

For the Consultant:

1.6.2 Notice will be deemed to be effective as specified In the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

State Mission Director
C/o Urban
Development &
Housing Department
Government of Bihar
159, 1st Floor, Vikas
Bhawan,
New Secretariat,
BAILEY ROAD,
PATNA-800015
BIHAR. Phone:
(0612) 2215385

Employer:

Consultant:

Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail or courier, on delivery; (b) In the case of telegrams, 24 hours following confirmed transmission; and (c) In the case of facsimiles, 24 hours following confirmed transmission.

1.7 Location

The Services shall be performed at such locations as are specified in TOR

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby will authorize an entity to act on their behalf in exercising the entire Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative.

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3. Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
- (c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4. Extension of Time

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

2.7.5. Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

77

2.7.6 Consultation

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

2.8 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (f) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- (c) f, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any

matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

75

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage's, as necessary and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in **Appendix A/E** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Employer

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

3.10 Equipment and Materials furnished by the Employer

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

4. CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The consultant will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the consultant should quote the rates per kilometre
- (c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the

79
Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per labour laws.

4.5 Removal and/or Replacement of Personnel

- (a) Once approved by the Employer no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Employer. Any such replacement shall be at risk & cost of the consultant.

4.6 Resident Project Manager

The Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Employer, shall be in charge of the performance of such Services.

5. OBLIGATION OF THE EMPLOYER

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the EMPLOYER shall:

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

5.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

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

Raw

5.4 Services, Facilities and Property of the Employer

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

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 The payment shall be made as per clause 7 mentioned in TOR (Budget & Payment Terms).

6.2 The payment shall be made through A/c payee cheque, payable at Patna, in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as :

- (a) Consultant will be paid stage-wise as a percentage of the contract value as per the schedule provided in Section 5 of RFP i.e (ToR).
- (b) The Employer shall cause the payment of the Consultants in Para 6.3 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

71

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

9.2 Dispute Settlement

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

9.3. Attribution and Settlement : Place for Arbitration and Settlement of Disputes will be at Patna. The court of jurisdiction will be in Patna.

Annexure-3 : FORM OF BANK GUARANTEE

Ref: _____ Bank Guarantee: _____

Date: _____

To,
The State Mission Director, SULM
C/o Urban Development & Housing Department
Government of Bihar
159, 1st Floor, Vikas Bhawan, New Secretariat,
BAILEY ROAD, PATNA-800015, BIHAR

Dear Sir/Madam,

In consideration of "Urban Development & Housing Department, Patna" (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for (name of the project) _____ (hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter

ban

69

or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2016 at _____

WITNESS

(signature) _____ (signature)

(Name) _____ (Name) _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____

Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by UD&HD.

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

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

Handwritten mark