

2017

**Request for Proposal (RFP)
Document for Selection of
Resource Organizations for the
Formation and Nurturing of SHGs,
Area Level Federations and City
Level Federations in 142 Towns of
Bihar under DAY-National Urban
Livelihood Mission (DAY-NULM)**

Urban Development and Housing
Department, Government of Bihar,
1st Floor, Vikas Bhavan New Secretariat,
Patna 800 015
Phone: 0612- 2547876
E-mail: daysulmbihar@gmail.com
Udhd.bih@gmail.com



REQUEST FOR PROPOSAL

Tender No.: 04/NULM-81/2016

Date:

Request for Proposal of Selection of Resource Organizations for the Formation and nurturing of SHGs, Area Level Federations and City Level Federations in 142 towns of Bihar under DAY-National Urban Livelihood Mission

SEALED OFFERS SHOULD BE SENT TO:

State Mission Director
Urban Development and Housing Department
Room # 159, 1st Floor, Vikas Bhawan, Patna 800 015, INDIA Phone: (0612) 2547876
Email: daysulmbihar@gmail.com
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 26/12/2017** and will be publicly opened at **16:00 hours India local time on the same date 26/12/2017** 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 2017. Proposals without these documents will be treated as in-eligible and will not be evaluated.



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 : daysulmbihar@gmail.com & udhd.bih@gmail.com
Website : www.urban.bih.nic.in & www.sulmbihar.in

Tender No. : 04/NULM-81/2016

Date:’ 2017

Notice Inviting Proposal of selection of Resource Organizations for the Formation & Nurturing of SHGs, Area Level Federations and City Level Federations in 142 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 Federations and City Level Federations in 142 towns of Bihar under DAY-National urban Livelihood Mission.
2. Participating Agencies must fulfil the following pre-requisites:
 - (a) 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. In the case of Joint venture the lead agency must fulfill the criteria of 5 years operation and co-partner agency must have been in operation for 3 years.
 - (b) The Agency must be a Partnership firm/Company/Society or any other Legal entity recognized under Income Tax Act or Service Tax Act.
 - (c) The Agency may apply in Joint Ventures but can't do sub-contracting with other Consultancy firms/agencies are **not permitted** for this assignment. In case of Joint Venture the lead partner should meet minimum 60% of the financial criteria and JV Partner should meet 40% of financial criteria. In case of JV any one of the partners should not have less than 40% share in the JV.
 - (d) The Consulting Agency must have undertaken minimum of 3 similar assignments in the filed of SHGs formation, Capacity Building and livelihood promotion.
 - (e) The Consulting Agency should have a minimum of 5 years experience of working in the field SHGs formation, capacity building and livelihood promotion.
 - (f) The average annual turnover of the agency /JV for the last three financial years ending on 31st. March 2017 should be Rs. Fifty Lakhs or more each year.
 - (g) Agency will submit self-declaration with the proposal stating that all information/documents provided are true.

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

3. RFP has been uploaded on dept. website <http://www.urban.bih.nic.in> . Interested Agencies may download the complete Request for Proposal (RFP) document from the Tender Section on the website.
4. A **pre-bid meeting is proposed on 8/12/2017 at 12 noon.**
5. Interested Agencies may submit their proposals along with a **non-refundable demand draft of Rs. 10000/-** (Rupees Ten Thousand only) as bid document fee and a refundable **EMD/Security Deposit of Rs. 5,00,000/-** (Rupees Five Lakh only) as prescribed in the RFP document. No proposals will be accepted without the Bid document fee and Bid Security Fee. **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 26/12/2017**. The Technical proposals of the Bids will be opened on the same day at 16:00 hours on 26/12/2017.
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,UD&HD 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.

Special Secretary, UD&HD

Section 1 – Letter of Invitation

Tender No.: 04/NULM-81/2016

Date:

From,

Special Secretary,

C/o Urban Development & Housing Department

Government of Bihar

Room #159, 1st Floor, Vikas Bhawan

Patna – 800 015

Phone: (0612) 2547876

Email : daysulmbihar@gmail.com & udhd.bih@gmail.com

Website: www.urban.bih.nic.in & www.sulmbihar.in

To:

All Prospective Bidders

Attention: Mr /Ms.

1. State Mission Director, UD&HD invites proposals to provide the following consulting services: Proposal of selection of Resource Organizations for the Formation and nurturing of SHGs, Area Level Federations and Cluster Level Federations in 142 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 **26/12/ 2017 at 15:00 hrs.**
8. The State Mission Director-UD&HD, 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,

Special Secretary, UD&HD

Section 2- INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

General

- 1.1. The State Mission Director, UD&HD, Govt. of Bihar (GoB), Patna, Bihar, INDIA 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, UD&HD 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, UD&HD requires that Consultants provide professional, objective, and impartial advice and at all times hold the Department'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 Departments, or that may place them in a position of not being able to carry out the assignment in the best interest of the Department. 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 to UD&HD in the Individual or Joint Venture Capacity for DAY-NULM-PMC, PMU or any other such assignment which may result in Conflict of Interest with implementation of other schemes/ programs; 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 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. Department requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, Department:

- (i) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means behavior 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 Validity :

1.8. 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 Department will make its best effort to complete negotiations within this period. In case of need, the Department 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:

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

1.10. 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:
 - (i) If a Bidder withdraws its bid during the period of bid validity.
 - (ii) If the successful Bidder fails to:
 - (a) Sign the Contract within required time frame; (b) 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 fifteen (15) 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 Department will respond in writing and will send written copies of the response, including an explanation of the query 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

- (i) Agency will submit self-declaration with the proposal stating that all information/documents provided are true. In absence of it, proposal will not be considered eligible.

- (ii) 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. Technical proposal must have page numbering.
- (iii) The following table summarizes the content and maximum number of pages permitted for each type of 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)	Page No. of the Proposal
Technical Proposal submission form	Form Tech-I	
Summary Sheet	Form Tech-2	
Firm General Experience and Experience in Similar assignment	(i) Maximum two (2) pages introducing the firm background and general experience (ii) Maximum of Ten (10) pages of relevant completed projects in the format of Form TECH-3 illustrating firm's relevant experience. *No promotional material should be	
General approach and methodology and staffing	Maximum Ten (10) pages inclusive of charts and diagrams	
Team Composition, Task Assigned and summary of CV information	Form TECH-4	
Curriculum Vitae (CV) for proposed expert	Form TECH-5	
Work Plan with time line	Form Tech-6	
Self-Declaration	Form Tech-7	

Technical Proposal Content

4.3 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xiii) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-7). Such information must be provided by the Consultant and each Associate.

- (i) A brief description of the organization and outline of recent experience of the consultant and each associate 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. In case of Joint venture, any one of the partners should not have less than 40% share in the JV. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), 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.
- (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 and associated consulting firms, if any, who are regular full-time employees. The Department 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 Department 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 the executing agency.

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 Department to the Consultant under the contract shall be subjected to local taxes if any. The Department 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 Department 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 Department 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 Client on any matter related to its Technical Proposal. Any effort by a Consultant to influence the Client 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.
- 7.3 The offer of any agency, found to be blacklisted or debarred against any Govt. Contract at any point of time, will be summarily rejected and bid will be considered as non-responsive.

Evaluation of Technical Proposals

- 7.4 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.
- 7.5 The Department's 'Technical and Financial Evaluation Committee' will be responsible for evaluation and ranking of Proposals received.
- 7.6 The TFEC 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.
- 7.7 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) The Consultant that submitted the Proposal or one of its Associated Consultants 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 Client 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

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 Department will open each Financial Proposal. Such Authority 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 Department.

Evaluation of Financial Proposals

8.2. Following the ranking of Technical Proposals, when selection is based on QBS method, Financial proposal of first ranked bidder only will be opened and he will be invited to negotiate its Financial Proposal and the Contract. For others (QCBS & LCS), financial proposals shall be opened publicly and read out; and the highest ranked bidder based on cumulative technical and financial evaluation ranking 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 and any Department personnel and others involved in the evaluation process, 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.

8.2 The detailed contents of each Financial Proposal will be subsequently reviewed by the Department.

8.3 In the present case where the LCS method is used: the Client will select the lowest Financial Proposal of a Consultant whose Technical Proposal has qualified.

8.4 The evaluated total price (ETP) for each Financial Proposal will be determined.

8.5 **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. Agencies, which will quote least cost, will be awarded for the contract. The selected agencies are 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 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee in favour of Director-BUDA from any scheduled commercial Bank for an amount equivalent to 5% 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.

Ref. No. of ITC	Clarification / amendment/ Replacement with relevant clause of ITC
1.1	<p>Name of the Client: Urban Development and Housing Department, Government of Bihar (GoB) Client's Representative: Director - BUDA Method of selection: Least Cost Selection Method</p>
1.9	<p>Proposals must remain valid for 180 days from the submission date.</p>
1.11	<p>Bid Security/Earnest Money Deposit</p> <ol style="list-style-type: none"> a. The bid security of amount of Rs.5,00,000 (Rupees Five Lakhs only) 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 (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. b. The Employer shall reject any bid not accompanied by appropriate bid security/ Bid document fee, as non- responsive. 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. 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. If submitted in the form of Bank Guarantee, the format prescribed at Appendix-III to Data Sheet should be followed. f. The bid security may be forfeited: <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.
2.1	<p>Clarifications may be requested from the following address: State Mission Director – UD&HD C/o Urban Development & Housing Department, Government of Bihar Room#159, Vikas Bhawan, Patna – 800 015 Phone: (0612) 25477876 Email: daysulmbihar@gmail.com & ud.hd.bih@gmail.com Website: http://www.urban.bih.nic.in/http://www.sulmbihar.in/</p> <p>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.</p>

Ref. No. of ITC	Clarification / amendment/ Replacement with relevant clause of ITC
4.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
6.3	<p>Submission of proposal 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. 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.” 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 project. 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>
6.4	<p>Proposals must be delivered to the Department on following address :</p> <p style="text-align: center;">To, State Mission Director – UD&HD C/o Urban Development & Housing Department, Government of Bihar Room#159, Vikas Bhawan, Patna – 800 015 Phone: (0612) 25477876 Ref. No. – 04/NULM-81/2016</p>
7.6	Proposals must be submitted no later than the following date and time: Date: -----/2017, Time: 03:00 PM.
7.5	<p>Technical Evaluation of eligible bidders will be conducted as follows.</p> <ol style="list-style-type: none"> 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. b) The narrative Evaluation Criteria is attached as Appendix-I & II to this Data Sheet. c) Bidders who score 700 out of 1000 marks in Technical Proposal will be qualified for opening for Financial Proposal. <p>Financial Evaluations & Award of Contract: 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>

NARRATIVE EVALUATION CRITERIA FOR FULL TECHNICAL PROPOSAL (FTP)

I. QUALIFICATION OF PROPOSER (300 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 (150 points)

Criteria: The extent and depth of experience of the firm in the fields that is similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs. The proof of experiences should be submitted by the Agency.

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

- B. Experience of working in the field of SHG formation, Federations, Capacity Building & livelihood promotion (150 points).

Criteria: Extent of experience of working in the field of any assignment of similar nature. The proof of working experience should be submitted by the Agency.

Factors to consider: Higher scores will be given to a firm having experience of at least 3 or more similar assignments.

II. APPROACH AND METHODOLOGY (200 points)

A. Understanding of Objectives (50 points)

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

B. Detailed of Methodology (90 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 (60 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.

III. PERSONNEL (400 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

IV. Annual Turnover (100 Points)

Criteria: Average annual turnover of last 3 years. The proof of Average annual Turnover should be submitted by the Agency.

Factors to consider: Higher scores will be given to a firm having Average Annual Turnover of last 3 years .

Appendix –II Data Sheet

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

DETAILED MARKING SHEET FOR TECHNICAL EVALUATION		
Sr. No	Criteria	Max Marks
1	Firms General Experience & Experience in Similar Assignments	300
A	Experience in the field of community mobilization, formation & nurturing of SHGs & their Federations, promotion of economic activities, capacity building & access to social entitlements	150
I	Experience in formation of Self Help Groups	50
a)	<i>Formation of SHGs upto 500</i>	30
b)	<i>Formation of SHGs more than 500</i>	50
II	Experience in the formation, nurturing and registration of SHG Federations	50
a)	<i>Formation and registration of SHG's Federation upto 50</i>	30
b)	<i>Formation and registration of more than 50 SHG's Federation</i>	50
III	Experience in Credit Linkages of SHGs	50
a)	<i>Upto 125 SHG credit linkage</i>	30
b)	<i>More than 125 SHG Credit Linkages</i>	50
B	Experience in Capacity Building (More than 25% Annual Average expenses should be incurred in Capacity Building)	50
C	Experience of working in the field of SHGs formation, Federation formation, Capacity building & Livelihood promotion.	100
i.	<i>Experience in undertaking upto 3 similar assignments</i>	60
ii.	<i>Experience in undertaking more than 3 similar assignments</i>	100
2	Approach and Methodology for Proposed Assignment	200
i.	Understanding of Objective	50
ii.	Detailed Methodology with activities & Schedule	90
iii.	Work Plan	60
3	Qualification of Experience of Team Leader & other Key Professionals	400
3.1	Team Leader	100
A	General experience (such as academic qualification and the number of years of related experience)	45
A.1	<i>Academic Qualification</i>	20
A.2	<i>Years of Experience</i>	25
i.	<i>0- 10 years of Experience</i>	0
ii.	<i>10- 15 years of experience</i>	15
iii.	<i>more than 15 years of experience</i>	25
B	Project related experience based on the number of relevant projects implemented	55

i.	<i>Experience in having 3 similar assignments (Not less than 1 year for each assignment)</i>	30
ii.	<i>Experience in having 4-5 similar assignments (Not less than 1 year for each assignment)</i>	40
iii.	<i>Experience in having more than 5 similar assignments (Not less than 1 year for each assignment)</i>	55
3.2	Programme Manager (Per Manager-50)	250
A	General experience (such as academic qualification and the number of years of related experience)	20
A.1	<i>Academic Qualification</i>	10
A.2	<i>Years of Experience</i>	10
i.	<i>0- 7 years of Experience</i>	0
ii.	<i>7- 10 years of experience</i>	5
iii.	<i>more than 10 years of experience</i>	10
B.	Project related experience based on the number of relevant projects implemented	30
i.	<i>Experience in having 3 similar assignments (Not less than 1 year for each assignment)</i>	15
ii.	<i>Experience in having 4-5 similar assignments (Not less than 1 year for each assignment)</i>	25
iii.	<i>Experience in having more than 5 similar assignments (Not less than 1 year for each assignment)</i>	30
3.3	Livelihood Manager	50
A	General experience (such as academic qualification and the number of years of related experience)	20
A.1	<i>Academic Qualification</i>	10
A.2	<i>Years of Experience</i>	10
i.	<i>0- 6 years of Experience</i>	0
ii.	<i>6- 10 years of experience</i>	05
iii.	<i>more than 10 years of experience</i>	10
B.	Project related experience based on the number of relevant projects implemented	30
i.	<i>Experience in having 3 similar assignments (Not less than 1 year for each assignment)</i>	20
ii.	<i>Experience in having 4-5 similar assignments (Not less than 1 year for each assignment)</i>	25
iii.	<i>Experience in having more than 5 similar assignments (Not less than 1 year for each assignment)</i>	30
4	Annual Turn Over	100
i.	Average Annual Turnover of last Three years from 50 lakhs - 1 Crore	50
ii.	Average Annual Turn over of last Three years from 1 crore - 2 Crore	75
iii.	Average Annual Turn over of last Three years more than 3 Crores	100
Total Technical Score		1000

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)*

(here inafter 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)* _____

Section 3 – Technical Proposal – Standard Form

Tech 1: Technical Proposal Submission Form

[Location, Date] To:

The State Mission Director
C/o Urban Development & Housing Department, Government of Bihar
Room # 159, Vikas Bhawan, Patna – 800 015
Phone: (0612) 2547876
Email: daysulmbihar@gmail.com & 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		Page no. of Proposal
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:

TECH 3 : DETAILS OF SIMILAR WORKS CARRIED OUT

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:	Page No (from.....To)	
Approx. value of the contract (in 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 Consultants:	
Firm general experience & experience of similar assignment :		Page No.
A. Formation of self help groups (Nos.)		
B. Formation and registration of SHGs federation (Nos.)		
D. Credit linkage of SHGs (Nos.)		
E. Experience in capacity building ((More than 25% Annual Average expenses should be incurred in Capacity Building)		
F. Promotion of economic activities (No. of SHGs covered)		
Any other :		
Description of actual services provided in the assignment		

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

**Tech-3 form will be filled for each similar assignment .*

Agency's Name :

Signature of Authorized Representative:

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

Team Leader and other Team Members

First Name & surname	Area of Expertise	Proposed Position	Task Assigned	Employment Status with Firm (Full-time/ other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience	Signed (by expert) CV attached (Yes /No)	Page No. of Proposals

Support Staff

S.N.	First Name & surname	Proposed Position	Task Assignment

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 <i>[List all tasks to be performed under this assignment]</i></p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [<i>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.</i>]</p> <p>Name of assignment or project: _____</p> <p>Year : _</p> <p>Location : _</p> <p>Client :</p> <p>Main project features :</p> <p>Positions held :</p> <p>Activities performed : _____</p>
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12.2 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.]
- (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.
- (iv) 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 willful 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 should be signed by the proposed expert/ specialist.

TECH-7 : Self –Declaration Form

(On the letter head)

{ Location, Date }

To :

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

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for the formation and nurturing of SHGs, Area Level Federations and City Level Federations in 142 towns of Bihar under DAY-National Urban Livelihood Mission in accordance with your Request for Proposals dated, we are hereby submitting our proposal, which includes Technical proposal and a Financial proposal sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this proposal may lead to our disqualification by BUDA.
- b) Our proposal shall be valid and remain binding upon us for the period of time specified in the Data sheet.
- c) We have no conflict of interest as stated in the RFP.
- d) We meet the eligibility requirements as stated in RFP.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key experts for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- g) Our proposal is binding upon us and subject to any modifications resulting from the contract negotiations.
- h) We have not be debarred or blacklisted against work order issued by any Govt. department.

We undertake, if our proposal is accepted and the contract is signed, to initiate the services related the assignment no later than the date indicated in the Data sheet.

We understand that BUDA is not bound to accept any proposal that receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}

SECTION 4: FINANCIAL PROPOSAL

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: daysulmbihar@gmail.com & 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 figures*¹]. 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.

Yours Sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory: ___

Name of Firm:

Address:

FORM FIN -2 : CONSULTANCY FEE DETAILS

Project Title: Proposal for Selection of Resource Organizations for the Formation and Nurturing of SHGs, Area Level Federations and City Level Federations in 142 towns in Bihar under DAY-NULM

Total Duration: 2 Years

A. SCHEDULE OF PRICES

S.N.	Output & Key deliverables	Total (A+B)
1.	Formation, account opening and nurturing of new SHGs	18000
2.	Adoption and nurturing of old SHGs	10737
3.	Formation, account opening and nurturing of new ALFs	1650
4.	Adoption and nurturing of old ALFs	412
5.	Registration of ALFs	1737
6.	Formation, account opening and nurturing of CLFs	98
7.	Registration of CLFs	142
8.	Printing of Books of account for SHGs	18000
9.	Printing of Books of account for ALFs	1737
10.	Printing of Books of account for CLFs	142
11.	Capacity building & training to 40,000 SHGs members (Avr. 5 members of each SHGs) of 8,000 SHGs (at least 7 days of training for each member per year)	40000 SHGs members
12.	Capacity building & training to 4,980 ALF's members (Avr. 15 members of each ALFs) of 332 Area Level Federation (at least 10 days of training for each member per year)	5000 ALFs members
13.	Capacity building & training to 380 CLF's members (Avr. 10 members of each CLFs) of 38 City Level Federation (at least 15 days of training for each member per year)	380 CLFs members
14.	Rolling out of revolving Fund within SHGs	18000
15.	Rolling out of revolving Fund within ALFs	2037
16.	Ensure Credit linkage with banks at least 50%	12000
17.	Statutory compliances of registered Federations	2104
18.	Convergence with the Government program/ schemes, social security and Insurance	As per ToR
	Bid Price	
	Total Bid price (A+B)	

Note : A maximum of Rs. 10,000/ can be spent per SHGs for its formation, handholding, training of all members, bank linkage, formation of federation and other related activities.

SECTION 5: TERMS OF REFERENCE (TOR)

1. THE CONTEXT:

The Urban Development and Housing Department, Government of Bihar through DAY-National Urban Livelihood Mission, is committed 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 DAY-National Urban Livelihood Mission (DAY-NULM) through the Formation of SHG, Area Level Organizations and Cluster Level Federations.

The DAY-NULM program is being implemented in all the 142 statutory towns of 38 districts of Bihar.

2. BACKGROUND

The Urban Development and Housing Department (UD&HD) Government of Bihar is being supported by Ministry of Housing & Urban Poverty Alleviation, Govt. of India to implement the DAY-National Urban Livelihood Mission in Bihar. One of the key interventions under DAY-NULM has been the identification, mobilization and organization of women residents of ULBs in the project towns to facilitate their access to livelihood opportunities for improving their income and overall well - being. The DAY-National Urban Livelihoods Mission (DAY-NULM) also emphasizes the mobilization of the urban poor to form their own institutions as an effective and sustainable poverty reduction intervention. The Mission stresses on forming SHGs, Area Level Federations and City Level Federations of urban poor households primarily women that serve as a support system for meeting financial and social needs.

Under DAY-NULM, Self Help Groups of urban poor will be formed. Non-poor may be included as members in SHGs where strong affinity or special reasons exists. However, at least 70% of the SHG members should be urban poor to qualify for funding support under DAY-NULM. SHGs may consists of 10 to 20 members. These groups need not to be registered. Normally, women SHGs will be formed. The objective is to organize all the urban poor families in to SHGs; however, these areas may be taken up first where urban poor are concentrated. The ceiling limit of payment for various activities will remain as NULM guideline.

The UD&HD seeks to scale up the poverty reduction interventions under DAY-NULM and maximize the gains from DAY-NULM. It seeks to hire the services of Resource Organizations to form, establish and build capacities of Self Help Groups, Area Level Federations and City Level Federations.

The DAY-NULM was earlier being implemented in 44 towns covered under Support for Urban Reforms Programme. As per new guidelines issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India the coverage of the Mission has been extended to entire state. As a result additionally 98 more towns have come under the scope of DAY-NULM. Significant progress has been achieved in 44 towns in which various components are being implemented. Town wise progress report is attached as Annexure 2.

3. OBJECTIVES: The overall objectives of the assignment are to form and strengthen of SHGs, Area Level Federations and City Level Federations. The specific objectives have been detailed below:

- a) To promote formation and strengthening of SHGs, Area Level Federations and City Level Federations
- b) To provide prescribed books of account to SHGs, Area Level Organizations and City level Federations to new as well as old groups and Federations.
- c) To assist community based organizations in opening basic saving account, enrollment of each member under Social Security Schemes and Insurance.
- d) To promote SHGs for the enrollment with Area Level Federations.
- e) To promote Area Level Federations for the enrollment with City Level Federation
- f) Filing for registration of all Area Level Federations and City level Federations under Bihar Self Supporting Cooperative Act'1996
- g) To ensure statutory compliances of all registered Area Level Federations and City Level Federations.

- h) To ensure that at least 50 % of SHGs are engaged in income generation activities and are provided credit linkages with Banks.
- 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) To ensure skill training to at least 10% members of SHGs under various skill sectors as identified under DAY-NULM
- m) To facilitate convergence with other Govt. Schemes/ programmes such as BRLPS, NUHM, Social Welfare, ICDS, Swachh Bharat Mission, Housing for All etc.
- n) Agency will ensure inter-component convergence of DAY- NULM program.

4. SCOPE OF WORK: The following scope of work is assigned to the Agency:

For All towns
<ul style="list-style-type: none"> a. Agency will submit the inception report containing detailed information on detailed profile of urban poor households, work plan and schedule. It will also include the details on current status, deficiencies, gap between previous targets and achievement, detailed information on existing SHGs, ALFs and CLFs, capacity building plan, etc. b. Adoption and nurturing of all the SHGs formed under NULM. c. Agency will ensure to include 70% of SHG members as urban poor. d. Agency will be required to attend the meetings of SHGs, ALFs and CLFs on a regular basis. e. Agency will ensure that the basic saving account of SHGs, ALFs and CLFs are opened. f. Agency will carry out Data entry on SULM/NULM MIS Portal. g. The Agency will train the representatives of all new SHGs, ALFs, CLFs and CRPs on : (a) the basic concepts of functioning of a SHG like how to conduct meetings, basics of savings, lending money, repayment habits; responsibilities of group members; (b) Book-keeping and accounting, fund management, building bank and credit linkages; (c) Communication, decision making, conflict resolution, self-assessment, etc.; and (d) Accessing Government benefits under DAY-NULM and other Government Schemes. h. The Agency will also mobilize the bankers, Government officials from various departments, and members from established SHGs (for cross-learning) to interact with the SHGs. i. Agency will do the grading of SHGs and also facilitate the SHGs for credit linkages from banks. j. The Agency will ensure that all SHGs are federated into ALF, ALFs will be federated as CLF and work closely with ALFs and CLFs to build their capacity. k. The Agency will also ensure that the SHGs federations are registered under Bihar Self Supporting Cooperative Societies Act' 1996. l. Agency will identify individual as well as groups and assist them for trainings through RSETI and Skill Training providers to enable them establishing /enhancing economic enterprises. m. To facilitate convergence with other Govt. Schemes/ programs such as BRLPS, NUHM, Social Welfare, Insurance, ICDS, Swachh Bharat Mission, Housing for All etc. n. Agency will ensure that the capacity of each SHGs are build in such a manner that the SHGs become a catalyst and ensure that their ward / slum is declared Open Defecation Free (ODF) and all eligible members are enrolled under Housing for All. o. Agency will build capacity of SHGs to enable them work towards social and economic upliftment of the urban poor. Each SHG shall be oriented are various schemes / programs of social security, income generation and social welfare being implemented by Central as well as the State Government. p. The Agency will facilitate UID enrolment of 100% of SHG members. q. Agency will ensure inter-component convergence of DAY- NULM program. r. The agencies selected for the assignment will be responsible for taking over the SM&ID interventions currently being carried out by different ULBs and Resource Organisations contracted by the department earlier. s. Withdrawal of support between 18-24 months: In this period, Agency will be expected to withdraw active support from those SHGs that are formed and performing satisfactorily. At this stage the level of monitoring will increase and at the end of the 24 months of support, a

- critical evaluation of the supported SHGs in collaboration with the PMC-NULM will be undertaken to determine whether the SHG is self-sustaining.
- t. The agencies will be responsible for taking over the SM&ID interventions currently being carried out by different ULBs and Resource Organizations contracted by the department earlier.

5. Output & Key Deliverables and Payment terms:

Output & Key Deliverables	Verifiable Indicators	Payment Terms	Payment schedule
○ Submission of Inception report	○ Two Hard Copies and Soft copies	○ 10% of the total contract value	Within a month
○ Formation of 18000 New SHGs	<ul style="list-style-type: none"> ○ SHGs follow Panch Sutra – Regular meeting, Regular Saving, Regular internal lending, Regular loan repayment, Regular Book-Keeping ○ Bank Accounts opened within a month of formation of SHGs. ○ Data entry of all SHGs members into the MIS portal (DAY-NULM and SULM) 	○ 20% of total contract value	Quarterly on prorata basis
○ Formation, Account opening, Documentation and Nurturing of 1737 New Area Level Federations	<ul style="list-style-type: none"> ○ ALF follows - Regular meeting and regular maintenance of Books of account. ○ Preparation of documentation and Registration of ALF under Bihar Self Supporting Cooperative ○ MIS Entry of 1737 ALFs. 	○ 7% of the total contract Value	Quarterly on prorata basis
○ Formation, Account opening, Documentation, and Nurturing of 142 City Level Federations	<ul style="list-style-type: none"> ○ CLFs follows - Regular meeting and regular maintenance of Books of account. ○ Preparation of documentation and Registration of CLF under Bihar Self Supporting Cooperative ○ MIS Entry of CLFs 	○ 5% of the total contract value	Quarterly on prorata basis
○ Printing of Books of Accounts for 18000 SHGs / 1737 ALFs /142 CLFs.	○ Distribution of Register / Books of Accounts to Community Institutions (SHGs/ALFs/CLF)	○ 3% of the total contract value	On lump sum basis
○ Capacity building and training of SHGs, ALFs, CLFs as per manuals and guidelines. Agency will ensure : <ul style="list-style-type: none"> ▪ 40000 SHGs members of 	○ Submission of separate training manuals for capacity building & training schedule for SHGs, ALFs, and CLF.	• 10% of Total Contract value.	Quarterly on prorata basis and as per approved training

<p>8000 SHGs (5 members of each SHG and each member should be given atleast 7 days of training per year).</p> <ul style="list-style-type: none"> ▪ 5000 ALFs members of 332 ALFs (15 members of each ALFs and each member should be given at least 10 days of training per year). ▪ 380 CLFs members of 38 CLFs (10 members of each CLF and each member should be given at least 15 days of training per year). 	<ul style="list-style-type: none"> ○ Approval of department on training manual and schedule. ○ Videography and photography of each training ● Submission of training report with attendance of all the trainings with approval of CMMU/ SMMU. 		<p>calender</p>
<ul style="list-style-type: none"> ○ Distribution of Revolving Fund 	<ul style="list-style-type: none"> ○ Revolving Fund to 18000 SHGs / 1737 ALFs / 142 CLFs. ○ Grading of SHGs/ ALFs /CLF at interval of 4 months for whole project period. 	<ul style="list-style-type: none"> ○ 5% of Total Contract value 	<p>Quarterly on prorata basis</p>
<ul style="list-style-type: none"> ○ Linkages with Credit Linkages 	<ul style="list-style-type: none"> ○ 9000 SHGs to be linked 	<ul style="list-style-type: none"> ○ 10% of Total Contract Value 	<p>Quarterly on prorata basis</p>
<ul style="list-style-type: none"> ○ Registration of ALOs /CLFs 	<ul style="list-style-type: none"> ○ Registration of 1737 ALF considering Federating of least 14400 SHGs into Area Level Federation. 	<ul style="list-style-type: none"> ○ 5 % of Total Contract Value 	<p>Quarterly on prorata basis</p>
	<ul style="list-style-type: none"> ○ Registration of 142 CLFs considering Federating of 1400 ALFs into City Level Federation. 	<ul style="list-style-type: none"> ○ 5 % of Total Contract Value 	<p>Quarterly on prorata basis</p>
	<ul style="list-style-type: none"> ○ Completion of all Statutory compliances for 2104 SHGs Federations (Organizing Annual General Meetings, preparing the documents for return filing and submitting to respective Cooperative offices) 	<ul style="list-style-type: none"> ○ 10 % of Total Contract Value 	<p>Quarterly on prorata basis</p>
<p>Linkages with Social Security Schemes</p>	<ul style="list-style-type: none"> ● 100% SHGs members should be covered under Jan Dhan Yojana. ▪ All the SHG members are covered under any one of the social security schemes such as Janashree Bima yojana, Pradhan Mantri Kivan Jyoti Bima Yojana, Pradhan Mantri Suraksha Bima Yojana and Atal Pension Yojana. 	<ul style="list-style-type: none"> ● 5% of total contract value 	<p>Quarterly on prorata basis</p>

	<ul style="list-style-type: none"> ▪ Atleast 50% (90000) SHGs members are covered under Rashtria Swasthya Bima Yojana ▪ 100% SHG members are covered under Swachha Bharat Mission and provided with toilets. ▪ At least 5% (9000) members are covered under Housing for All. • About 10% (18000) SHG members are covered under EST&P or SEP component of the NULM 		
Convergence with Other Program	<ul style="list-style-type: none"> • 100% SHGs members will be covered with UID / Aadhar Number. • Involvement of SHGs and ALFs in other programs of the UD&HD • Involvement of ALF / CLF in NUHM & other program. • 50% SHGs are linked with Direct Benefit Transfer 	• 5% of the total contract value	Quarterly on prorata basis

Following are the proof to be attached:

- Proof 1 : Legal Firm proof / Certificate (Copy of registration in Company's Act / Societies Act etc.)
- Proof 2 : Financial Capacity / Turnover Proof (Last three years financial statement)
- Proof 3 : PAN Number and GST number proofs (to be placed / attached here in the form of pan card copy and GST number copy) .
- Proof 4 : Auditor Certificate (The agency shall enclose certificate(s) from its Statutory Auditors Stating its total revenues. In the event that the Agency does not have a statutory auditor, it shall provide the requisite certificates(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Agency).
- Proof 5 : Experience of each assignment : (i) Copy of MoU done with Client, (ii) Work order issued (iii) Bank statement against the payment made mentioned in the MoU (iv) CA Certified Copy of payment receipt from the project.
- Proof 6 : Signed copy of CVs of proposed personal.
- Proof 7 : Copy of Partner's Joint Venture Agreement .
- Proof 8 : Copy of Self declaration by Agency stating that all information/documents provided are true.
- Proof 9 : Copy of Receipt and expenditure related to Capacity building must be seperately shown in Financial Statement.

6. Description of Tasks:

- a) **Interface with community, and form SHGs, Area Level Federations and City Level Federations :** A agencies will undertake the survey under the operational area to identify potential beneficiaries, mobilize them and organize them into SHGs. Agencies will be responsible for organizing meetings, at community institutions across cluster level towns to introduce the concept of federations. The Agency will mobilize at least 4000 new SHGs and old SHGs at each cluster

level towns and form ward wise Area Level Federations. The agency will also establish City Level Federation at town level with the membership of Area level Federations.

- b) **Ensure the registration of the SHGs Federations:** The Agency will define the most appropriate hierarchical structure and legal framework for registering the Area Level Federations and City Level federations. It will facilitate the process of selection of promoter members and help in preparation of Byelaws and other supporting documents required for registration. The Agency will support in filing the required documents to the Registration Department both Area Level Federations and City Level Federations 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 Federations 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 Agency will be responsible for organizing training programmes for old as well as new groups, as per the NULM guidelines and modules provided by the department, to SHG members, Representatives of Area Level Federations, City Level Federations, CRPs and Book Keepers. Subsequently, the Agency will also be responsible for training of SHGs members, Representatives of Area level Federations, City Level Federations and CRPs mentioned under output & key deliverables of Terms of Reference. The number and topic of the trainings may differ as per requirement. The agency will prepare and submit the year wise training calendar to the Department.
- e) **Support in leveraging resources:** The Agency will be responsible to facilitate linkages with financial institutions and other funding agencies for leveraging resources for the SHGs, 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.
- f) **Develop systems and roll out Revolving funds/Initial capitalization funds to SHGs and Federation of the Occupational Groups:** The Agency 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 as per the guidelines of the DAY- NULM and subsequent advisories.

- 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 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.
- h) Agency will be responsible for online entry of details of SHGs, ALFs and CLFs on SULM and NULM MIS portals as per the reporting requirements.

11. MANAGEMENT ARRANGEMENTS

The 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 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 the contract will be extended on satisfactory performance of the agency. The annual targets will be defined mutually. In case the contract is extended for an additional 2 years depending on need and performance of the Agency, the 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 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 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.

12. BUDGET AND BUDGET BREAK UP

- I. 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.
- II. 90% 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.
- III. The client shall pay the Consultant, the Service Tax, on prevailing rates.
- IV. 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.
- V. The payment shall be released in the name of M/S _____ as specified in the Terms of Reference (TOR) between the Agency and the Department.

13. COMPETENCY AND EXPERTISE REQUIRED

- I. 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.
- II. The Agency must be a Partnership firm/Company/Society or any other Legal Entity recognized by Income Tax/Service Tax Act.
- III. Agency may apply in Joint Ventures or in Association but not allowed to Sub-contracting with other Consultancy firms / agencies for this assignment.
- IV. The Consulting Agency must have formed at least 500 SHGs of which at least 125 SHGs should have been credit linked with banks/facilitating access to revolving fund.
- V. The Consulting Agency should have a minimum of 5 years experience of working in the field of SHG formation, capacity building, Institution building and livelihood promotion.
- VI. The Lead agency annual turnover for the last three financial years ending on 31st. March 2016 of the Agency should be Rs. Fifty Lakhs each .
- VII. The Team should ideally include the following no. of staff :-

A. Key Staffs :

S.N.	Post & Designation	Number of staff
1.	Team Leader	1
2.	Project Manager	5
3.	Livelihood Manager	1
4.	District Coordinator	38
5.	Community Mobilizer @ 25 SHGs each	1149

B. Support Staffs :

S.N.	Post & Designation	Number of staff
1.	MIS Assistant	3
2.	Office Assistant	3

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.

Suggested Team for the Project

Position	Qualifications & skills	Experience	Man Months
Team Leader	MBA, PGDRD, Post Graduate in Commerce, Economics or related discipline. Computer skills is essential Knowledge of relevant national and state Acts and policies	15 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	24 months
Programme Manager (Full Time)	PGDRD, MBA, Masters in Social Work/MA Sociology/Economics/ or related discipline. Computer knowledge and MIS skills mandatory	10 years of experience in Micro Finance/Micro Enterprise/ social advocacy, Urban Livelihood and empowerment	24 months
Livelihood Manager (Full Time)	PGDRD, MBA, Masters in Social Work/MA Sociology/Economics/ or related discipline. Computer knowledge and MIS skills mandatory	06 years of experience in Micro Finance /Micro Enterprise/ Business Planning / Livelihood Promotion	24 months
District Coordinator (Full Time)	PGDRD, MBA, Masters in Social work/ Social science/ Community Development/ Women's Development, Computer knowledge and MIS Skill mandatory	6 years of experience in community mobilization and capacity building on strengthening institutions	24 months
Community Mobilizer	Xth Pass	3 years Experience in community mobilization, formation of SHGs and Training	22 months

The Programme Manager, District Coordinator, Community Mobilizer shall be full time staff of the Agency. The Community Mobilizer 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 Community Organizer will have dual reporting to the District Coordinator and the City Mission Manager and will be responsible for supervising the field work. The Agency will identify one Book keeper per SHGs and one senior Book Keeper per ALF. Book Keepers will be provided adequate training in phased manner for maintaining of book of accounts. Agency will also identify 2 active women out of 20-25 SHGs and develop them as Community Mobilizer. Community Mobilizer may be the active member of SHGs who have established them as role model and who are willing to provide their services to the poor community.

14. CONTRACT PERIOD

A roll over framework contract will be issued for an initial period of **twenty four 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 2-year contract. The contract is expected to begin on -----' 2017.

15. 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.

16. ITEMS TO BE PROVIDED BY THE DEPARTMENT

- 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 UD&HD.
- 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.

17. **RESERVATION POLICY:** The reservation policy of Govt. of Bihar notified time to time will be applicable on this RFP. The agency will have to provide certificate for compliance of reservation policy of Govt. of Bihar before the services of employees engaged by the agency are accepted by UDHD.

SECTION-6 : STANDARD CONTRACT

Agreement & General Conditions of Contract

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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

Section 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 Department”)]*

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;

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

Section 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.
- (a) “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;
- (b) “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;
- (h) “Personnel” mean 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;
- (i) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (j) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- (k) “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
- (l) “Third Party” means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (m) “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.

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

Employee/Consultant

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

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 two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of 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.
- (c) 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.
- (d) 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 Maguire 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.

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) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the 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.

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

Contact, 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;
- (e) 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, equipment and other infrastructure the consultant should quote the rates per kilometer.
- (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 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;
- (f) 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;
- (g) facilitate clearance through customs of any property required for the Services;
- (h) 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 Changes 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.

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 (Payment Schedule for the assignment).

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 follows:

- (a) The Department shall cause to be paid to the Consultants an advance and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Department of a bank guarantee of any nationalised bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Client shall have approved in writing
- (b) 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).
- (C) 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.
- (d) 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. Responsibility for Accuracy of Project Documents

7.1 General

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

7.2. Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG and the same will be released after the completion of civil contract works.

7.3. Penalty

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

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Employer

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

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debarring for certain period may also be initiated as per policy of EMPLOYER.

8. FAIRNESS AND GOOD FAITH

8.1 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.

8.2 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.

9. SETTLEMENT OF DISPUTES

9.1 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.

Section 3: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.6.1 The addresses are:

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

For the Consultant:

Attention:

1.6.2 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.

2.2 The time period shall be “One month” or such other time period as the parties may agree in writing.

7.1 Deleted

7.2 Deleted

7.4 Deleted

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

Annexure-1 : FORM OF BANK GUARANTEE

Ref: _____ Bank Guarantee: _____ Date: _____

To,
The State Mission Director, UD&HD
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 consult, resulting in a Contract value 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 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 _____ 2017 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

Annexure- 2 list of ULBs (New towns under DAY-NULM)

List of Urban Local Bodies											
S. No.	Commissionery	District	Name of ULBs	Total Population	No.of HH	No. of wards	No. of SHGs formed	Expected no. of SHGs to be formed	No. of ALOs formed	Expected no. of ALOs to be formed	Expected No. of CLFs to be formed
1	Kosi	Madhepura	Murliganj Nagar Panchayat	31218	6088	15	0	200	0	15	1
2	Kosi	Saharsa	Simri Bakhtiyarpur Nagar Panchayat	21655	4331	15	0	150	0	15	1
3	Kosi	Supaul	Nirmali Nagar Panchayat	21263	4298	12	0	150	0	12	1
4	Kosi	Supaul	Birpur Nagar Panchayat	19040	3846	13	0	150	0	13	1
5	Kosi	Madhepura	Madhepura Nagar Parishad	61822	12129	26	191	100	11	11	1
6	Kosi	Saharsa	Saharsa Nagar Parishad	161598	28867	41	410	100	12	10	1
7	Kosi	Supaul	Supaul Nagar Parishad	69570	13028	28	228	50	15	5	1
8	Bhagalpur	Banka	Amarpur Nagar Panchayat	26768	4904	14	0	150	0	14	1
9	Bhagalpur	Bhagalpur	Sultanganj Nagar Parishad	57357	9399	25	0	250	0	25	1
10	Bhagalpur	Bhagalpur	Naugachhiya Nagar Panchayat	54900	10436	23	0	250	0	20	1
11	Bhagalpur	Bhagalpur	Kahalgawn Nagar Panchayat	33356	6213	17	0	150	0	17	1
12	Bhagalpur	Banka	Banka Nagar Panchayat	45290	8615	22	160	50	8	5	1
13	Bhagalpur	Bhagalpur	Bhagalpur Nagar Nigam	381617	67464	51	505	100	14	10	1
14	Darbhanga	Darbhanga	Benipur Nagar Parishad	78059	14922	29	0	200	0	20	1
15	Darbhanga	Madhubani	Jahajharpur Nagar Panchayat	33338	6565	16	0	200	0	25	1
16	Darbhanga	Madhubani	Jainagar Nagar Panchayat	21699	4030	14	0	100	0	10	1
17	Darbhanga	Madhubani	Ghoghardiha Nagar Panchayat	19089	3284	11	0	50	0	5	1
18	Darbhanga	Samastipur	Rosera Nagar Panchayat	30732	5593	18	0	150	0	10	1
19	Darbhanga	Samastipur	Dalsinghsarai Nagar Panchayat	26444	4456	14	0	100	0	10	1

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20	Darbhanga	Darbhanga	Darbhanga Nagar Nigam	294246	54610	48	504	100	18	10	1
21	Darbhanga	Madhubani	Madhubani Nagar Parishad	86673	14897	30	261	50	11	5	1
22	Darbhanga	Samastipur	Samastipur Nagar Parishad	66833	12166	30	175	100	10	10	1
23	Magadh	Aurangabad	Daudnagar Nagar Panchayat	54305	8301	23	0	200	0	20	1
24	Magadh	Aurangabad	Rafiganj Nagar Panchayat	38197	6271	16	0	100	0	10	1
25	Magadh	Aurangabad	Navinagar Nagar Panchayat	26918	4092	14	0	100	0	10	1
26	Magadh	Gaya	Sherghati Nagar Panchayat	43172	6851	20	0	200	0	20	1
27	Magadh	Gaya	Tekari Nagar Panchayat	23500	3530	13	0	100	0	10	1
28	Magadh	Jehanabad	Makhdumpur Nagar Panchayat	34879	5171	19	0	100	0	10	1
29	Magadh	Nawada	Barsaliganj Nagar Panchayat	41373	5958	20	0	200	0	20	1
30	Magadh	Nawada	Hisua Nagar Panchayat	35525	5353	17	0	100	0	10	1
31	Magadh	Gaya	Bodhgaya Nagar Panchayat	41577	6843	19	135	50	11	5	1
32	Magadh	Arwal	Arwal Nagar Parishad	56693	8744	25	146	0	5	0	1
33	Magadh	Aurangabad	Aurangabad Nagar Parishad	107661	15784	33	169	50	8	5	1
34	Magadh	Gaya	Gaya Nagar Nigam	498046	82345	54	453	50	19	5	1
35	Magadh	Jehanabad	Jehanabad Nagar Parishad	118184	19683	33	259	50	10	5	1
36	Magadh	Nawada	Nawada Nagar Parishad	104182	15629	33	232	100	13	10	1
37	Munger	Khagaria	Gogri Jamalpur Nagar Panchayat	41134	7302	20	0	200	0	20	1
38	Munger	Jamui	Jhajha Nagar Panchayat	40200	6778	22	0	200	0	22	1
39	Munger	Begusarai	Bihat Nagar Parishad	70588	13274	16	0	300	0	16	1
40	Munger	Begusarai	Teghra Nagar Panchayat	59329	10819	15	0	300	0	15	1
41	Munger	Begusarai	Baliya Nagar Panchayat	52244	9147	24	0	250	0	24	1

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42	Munger	Begusarai	Bakhri Nagar Panchayat	41945	8362	20	0	200	0	20	1
43	Munger	Munger	Haweli Kharagpur Nagar Panchayat	31741	6020	18	0	150	0	18	1
44	Munger	Lakhisarai	Barahiya Nagar Panchayat	42096	6434	24	0	200	0	24	1
45	Munger	Sheikhpura	Barbigha Nagar Panchayat	48720	7684	23	0	200	0	20	1
46	Munger	Begusarai	Begusarai Nagar Nigam	253012	45747	45	217	50	12	5	1
47	Munger	Munger	Munger Nagar Nigam	211632	40605	45	327	50	9	5	1
48	Munger	Munger	Jamalpur Nagar Parishad	97436	19568	36	80	50	3	5	1
49	Munger	Jamui	Jamui Nagar Parishad	92711	15610	30	167	50	6	5	1
50	Munger	Khagaria	Khagaria Nagar Parishad	50789	9437	26	181	50	7	5	1
51	Munger	Lakhisarai	Lakhisarai Nagar Parishad	103352	17090	33	198	50	4	5	1
52	Munger	Sheikhpura	Sheikhpura Nagar Parishad	71351	11817	27	133	50	4	5	1
53	Patna	Kaimur	Mohaniya Nagar Panchayat	16190	3238	16	0	50	0	5	1
54	Patna	Nalanda	Hilsa Nagar Parishad	58061	9680	26	0	200	0	20	1
55	Patna	Nalanda	Rajgir Nagar Panchayat	46250	7824	19	0	200	0	10	1
56	Patna	Nalanda	Islampur Nagar Panchayat	38399	6227	19	0	150	0	10	1
57	Patna	Nalanda	Harnaut Nagar Panchayat*	50000	5012		0	200	0	10	1
58	Patna	Nalanda	Silaw Nagar Panchayat	32700	5040	14	0	150	0	10	1
59	Patna	Patna	Badha Nagar Parishad	66961	10129	27	0	200	0	20	1
60	Patna	Patna	Mokama Nagar Parishad	69274	10953	28	0	200	0	20	1
61	Patna	Patna	Masaudhi Nagar Parishad	71270	11980	26	0	200	0	20	1
62	Patna	Patna	Fatuha Nagar Panchayat	67258	11558	23	0	200	0	15	1

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63	Patna	Patna	Bakhtiyarpur Nagar Panchayat	53223	8371	20	0	200	0	15	1
64	Patna	Patna	Khagaul Nagar Parishad	50835	9363	27	0	250	0	20	1
65	Patna	Patna	Maner Nagar Panchayat	49830	8160	19	0	200	0	15	1
66	Patna	Patna	Naubatpur Nagar Panchayat	28615	5105	15	0	100	0	10	1
67	Patna	Patna	Vikram Nagar Panchayat	26604	4659	14	0	100	0	10	1
68	Patna	Patna	Khusrupur Nagar Panchayat	18619	3265	10	0	50	0	5	1
69	Patna	Buxar	Dumrawn Nagar Parishad	59375	9795	26	0	200	0	20	1
70	Patna	Bhojpur	Piro Nagar Panchayat	39737	6242	17	0	150	0	15	1
71	Patna	Bhojpur	Jagdishpur Nagar Panchayat	36955	6127	18	0	100	0	10	1
72	Patna	Bhojpur	Bihiya Nagar Panchayat	31160	5171	14	0	100	0	10	1
73	Patna	Bhojpur	Shahpur Nagar Panchayat	20254	3364	11	0	50	0	5	1
74	Patna	Bhojpur	Koilwar Nagar Panchayat	17742	2793	14	0	50	0	5	1
75	Patna	Rohtas	Vikramganj Nagar Panchayat	44728	7248	23	0	200	0	20	1
76	Patna	Rohtas	Nokha Nagar Panchayat	36016	6064	15	0	150	0	15	1
77	Patna	Rohtas	Nasriganj Nagar Panchayat	24145	3813	14	0	100	0	10	1
78	Patna	Rohtas	Koath Nagar Panchayat	22520	3286	12	0	100	0	10	1
79	Patna	Rohtas	Kochas Nagar Panchayat	16435	3287	16	0	50	0	5	1
80	Patna	Kaimur	Bhabhua Nagar Parishad	61300	9197	25	84	100	4	10	1
81	Patna	Nalanda	Bihar Sharif Nagar Nigam	349596	57226	46	228	100	12	10	1
82	Patna	Patna	Phulwarisharif Nagar Parishad	99385	18754	28	40	50	2	5	1
83	Patna	Danapur	Danapur Nagar Parishad	262324	46948	40	124	50	6	5	1
84	Patna	Patna	Patna Nagar Nigam	2527780	493140	73	290	150	8	15	1

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85	Patna	Buxar	Buxar Nagar Parishad	88537	14778	34	128	100	4	10	1
86	Patna	Bhojpur	Arah Nagar Nigam	295790	47957	45	238	50	9	5	1
87	Patna	Rohtas	Dehri Dalmiya Nagar Parishad	119188	20141	39	191	50	7	5	1
88	Patna	Rohtas	Sasaram Nagar Parishad	153172	25759	40	389	50	7	5	1
89	Purnea	Araria	Farbishganj Nagar Parishad	59141	10959	25	0	250	0	25	1
90	Purnea	Araria	Jogbani Nagar Panchayat	46046	8290	19	0	250	0	19	1
91	Purnea	Katihar	Manihari Nagar Panchayat	29771	5882	15	0	150	0	15	1
92	Purnea	Katihar	Barsoi Nagar Panchayat*	50000	1011	17	0	250	0	17	1
93	Purnea	Kishanganj	Bahadurganj Nagar Panchayat	34646	6828	18	0	250	0	18	1
94	Purnea	Kishanganj	Thakurganj Nagar Panchayat	17423	3502	12	0	100	0	12	1
95	Purnea	Purnea	Kaswa Nagar Panchayat	28712	6638	17	0	150	0	17	1
96	Purnea	Purnea	Banmankhi Nagar Panchayat	31144	6070	17	0	150	0	17	1
97	Purnea	Araria	Araria Nagar Parishad	91322	17302	29	254	50	8	5	1
98	Purnea	Katihar	Katihar Nagar Nigam	227138	44590	46	430	50	12	5	1
99	Purnea	Kishanganj	Kishanganj Nagar Parishad	100440	20225	34	419	100	16	10	1
100	Purnea	Purnea	Purnea Nagar Nigam	273930	52805	46	557	50	12	5	1
101	Saran	Gopalganj	Barauli Nagar Panchayat	44431	6373	21	0	200	0	20	1
102	Saran	Gopalganj	Mirganj Nagar Panchayat	26775	4058	16	0	150	0	10	1
103	Saran	Gopalganj	Kataiya Nagar Panchayat	17823	2800	13	0	50	0	5	1
104	Saran	Saran	Rivilganj Nagar Panchayat	42126	6914	21	0	200	0	10	1
105	Saran	Saran	Sonepur Nagar Panchayat	36723	6149	21	0	150	0	10	1
106	Saran	Saran	Parsa Bazar Nagar Panchayat	36520	7304	22	0	150	0	10	1

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107	Saran	Saran	Dighwara Nagar Panchayat	34221	5254	18	0	100	0	10	1
108	Saran	Saran	Ekma Bazar Nagar Panchayat	30450	6090	19	0	150	0	10	1
109	Saran	Saran	Madhaura Nagar Panchayat	30196	4921	16	0	150	0	10	1
110	Saran	Siwan	Maharajganj Nagar Panchayat	27627	4088	14	0	100	0	10	1
111	Saran	Siwan	Mairwa Nagar Panchayat	25286	3676	13	0	100	0	10	1
112	Saran	Chhapra	Chhapra Nagar Parishad	179566	28428	44	113	50	5	5	1
113	Saran	Gopalganj	Gopalganj Nagar Parishad	67135	10411	28	170	50	6	5	1
114	Saran	Siwan	Siwan Nagar Parishad	127285	19451	38	97	100	8	10	1
115	Tirhut	West Champaran	Narkatiyaganj Nagar Parishad	45806	8697	25	0	200	0	20	1
116	Tirhut	West Champaran	Ramnagar Nagar Panchayat	46325	8954	23	0	200	0	20	1
117	Tirhut	West Champaran	Chanpatiya Nagar Panchayat	26146	5185	15	0	100	0	10	1
118	Tirhut	East Champaran	Raxaul Nagar Parishad	59432	10039	25	0	200	0	20	1
119	Tirhut	East Champaran	Dhaka Nagar Panchayat	47619	7508	20	0	200	0	20	1
120	Tirhut	East Champaran	Sugauli Nagar Panchayat	40222	7694	20	0	200	0	20	1
121	Tirhut	East Champaran	Pakridayal Nagar Panchayat	31230	6121	12	0	150	0	10	1
122	Tirhut	East Champaran	Areraj Nagar Panchayat	21835	4500	14	0	50	0	5	1
123	Tirhut	East Champaran	Mehsi Nagar Panchayat	27162	5001	15	0	100	0	10	1
124	Tirhut	East Champaran	Chakiya Nagar Panchayat	22461	3571	12	0	100	0	10	1
125	Tirhut	East Champaran	Kesariya Nagar Panchayat	19977	3355	11	0	50	0	5	1
126	Tirhut	Muzaffarpur	Motipur Nagar Panchayat	28872	4984	15	0	100	0	10	1

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127	Tirhut	Muzaffarpur	Kanti Nagar Panchayat	25121	5025	14	0	100	0	10	1
128	Tirhut	Muzaffarpur	Sahebganj Nagar Panchayat	23900	4358	13	0	100	0	10	1
129	Tirhut	Vaishali	Mahnar Nagar Panchayat	42491	8789	23	0	200	0	20	1
130	Tirhut	Vaishali	Lalganj Nagar Panchayat	40119	6921	19	0	200	0	15	1
131	Tirhut	Vaishali	Mahua Nagar Panchayat	10795	2159	16	0	50	0	5	1
132	Tirhut	Sitamarhi	Bairgainiya Nagar Panchayat	45985	8634	21	0	200	0	15	1
133	Tirhut	Sitamarhi	Belsand Nagar Panchayat	22850	4990	13	0	100	0	10	1
134	Tirhut	Sitamarhi	Dumra Nagar Panchayat	16042	3156	11	0	50	0	5	1
135	Tirhut	Sitamarhi	Janakpur Road Nagar Panchayat	15494	2846	11	0	50	0	5	1
136	Tirhut	West Champaran	Bagaha Nagar Parishad	114285	21541	35	217	50	5	5	1
137	Tirhut	West Champaran	Bettiah Nagar Parishad	135825	25412	39	329	100	10	10	1
138	Tirhut	Vaishali	Hajipur Nagar Parishad	150085	23771	39	286	50	11	5	1
139	Tirhut	East Champaran	Motihari Nagar Parishad	121473	21549	38	233	100	12	10	1
140	Tirhut	Muzaffarpur	Muzaffarpur Nagar Nigam	326212	60728	49	346	100	13	10	1
141	Tirhut	Sheohar	Sheohar Nagar Panchayat	27930	5922	15	160	50	10	5	1
142	Tirhut	Sitamarhi	Sitharmarhi Nagar Parishad	72366	14106	28	284	100	15	10	1
		Total					10738	18000	412	1651	142

