

STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ
“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

ক্রমিক নং SUDA-33/2015 (Pt.-I)/2872

তারিখ08.03.2017.....

From : Director, SUDA &
Mission Director, WBSULM

To : Chairperson,
..... Municipality / NAA

Sub:- Engagement of Community Development Society as Resource Organisation under National Urban Livelihood Mission (NULM).

Sir,

Ministry of Housing and Urban Poverty Alleviation Govt. Of India had allowed to engage existing Community Development Society (CDS) as Resource Organization if considered by the State.

Engagement CDS as RO was under active consideration at Municipal Affairs Deptt. Quite some time past as proposed by West Bengal State Urban Livelihood Mission.

Approval has been obtained recently from Municipal Affairs Deptt. to engage 50 nos of CDS as RO in 36 nos. Of Urban Local Bodies as per list enclosed.

In this context I have been directed to request you to ask the concerned CDS of your ULB to sign Memorandum of Association (MoA) with Mission Director, WBSULM and Director, SUDA as per draft MoA copy enclosed and submit it to the office of under signed by 31st March, 2017 with an intimation to you.

You are also requested to allot area of operation amongst CDS were number of approved CDS is more than one. A Memorandum of Understanding has also to be signed by the CDS with the ULB before starting of operation.

CDS will return SJSRY fund lying at their A/C to ULB NULM A/C/ Payment relate to SHG Group out of this fund, if due, will be paid by ULB after transfer of the balance fund.

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

Tel : 2358 6403/5767, Fax : 2358 5800, E-mail : wbsudadir@gmail.com

Account Section : 2358 6408

Community Organizer (CO) who are ex-officio Secretary of the CDS will resign from the post immediately after issuance of this order.

All CDS engaged as RO will submit a future plan of action to WBSULM within 31st March, 2017.

A meeting with President / Secretary / Treasurer (any two) of the CDS as RO and one ULB Representative (Preferably SDI Manager from CMMU Unit) will be held at SUDA Conference Hall on the date of signing MoA with WBSULM i.e. on 27.03.2017 at 12.00 Noon. and on 28.03.2017 at 12.00 Noon. ULB is requested to intimate to attend all CDS as RO accordingly.

All CDS engaged as RO should start functioning by 1st April, 2017 after observing all formalities discussed above.

Soft copy MoA & MoU is uploaded in wbdma.gov.in under NULM icon.

Enclo: list of engaged CDS

Yours faithfully



**Director, SUDA
&
Mission Director, WBSULM**

No. SUDA-33/2015 (Pt.-I)/2872/1(4)

Date. 08.03.2017

Copy forwarded for information to –

- 1. WBCS (Exc.) Joint Secretary, M.A. Departments & Addl. Director, SUDA**
- 2. P.S. to Hon'ble MIC for kind perusal of Hon'ble MIC, M.A. & U.D. Department, Govt. Of West Bengal.**
- 3. P.S. to the Principal Secretary, M.A. Department, Govt. Of West Bengal**
- 4. A.O., SUDA for making logistic arrangements on 27.03.2017 and 28.03.2017.**



**Director, SUDA
&
Mission Director, WBSULM**

List of CDS engaged as Resource Organization (RO)

Sl. No.	Name of ULB	District	Name & Address of CDS
1	Sonamukhi	Bankura	Sonamukhi CDS
2	Bolpur	Birbhum	Bolpur CDS No.1
3	Bolpur	Birbhum	Bolpur CDS No.2
4	Sainthia	Birbhum	Sainthia CDS
5	Dainhat	Burdwan	Dainhat Indrani Pargana CDS
6	Katwa	Burdwan	Ajay CDS
7	Katwa	Burdwan	Bhagirathi CDS
8	Memari	Burdwan	Memari CDS
9	Dinhata	Cooch Behar	Dinhata CDS
10	Kurseong	Darjeeling	Kurseong No.1 CDS
11	Kurseong	Darjeeling	Kurseong No.2 CDS
12	Mal	Darjeeling	Mal CDS
13	Arambagh	Hooghly	Arambagh CDS-1
14	Arambagh	Hooghly	Arambagh CDS-2
15	Konnagar	Hooghly	Konnagar CDS No.1
16	Rishra	Hooghly	Rishra CDS-1
17	Uttarpara Kotrung	Hooghly	Bhadrakali Kotrung CDS
18	Uttarpara Kotrung	Hooghly	Uttarpara Makhla CDS
19	Jangipur	Murshidabad	Jangipur CDS

20	Murshidabad	Murshidabad	Dakshinee CDS
21	Murshidabad	Murshidabad	Uttara CDS
22	Birnagar	Nadia	Birnagar CDS
23	Chakdah	Nadia	Nivedita CDS
24	Chakdah	Nadia	Sarada CDS
25	Gayeshpur	Nadia	Gayeshpur CDS No.1
26	Nabadwip	Nadia	Chaitanya Mahaprabu No.1 CDS
27	Nabadwip	Nadia	Chaitanya Mahaprabu No.2 CDS
28	Nabadwip	Nadia	Chaitanya Mahaprabu No.3 CDS
29	Nabadwip	Nadia	Chaitanya Mahaprabu No.4 CDS
30	Ranaghat	Nadia	Ranaghat CDS-1
31	Ranaghat	Nadia	Ranaghat CDS-2
32	Taherpur	Nadia	Taherpur Town CDS
33	Ashokenagar-Kalyangarh	North 24 Parganas	Ashokenagar-Kalyangarh CDS-1
34	Ashokenagar-Kalyangarh	North 24 Parganas	Ashokenagar-Kalyangarh CDS-2
35	Madhyamgram	North 24 Parganas	Rabindranath CDS
36	Madhyamgram	North 24 Parganas	Sukanta CDS
37	New Barrackpore	North 24 Parganas	New Barrackpore CDS No.1
38	New Barrackpore	North 24 Parganas	New Barrackpore CDS No.2
39	Ghatal	Paschim Medinipur	Ghatal CDS No.1
40	Ghatal	Paschim Medinipur	Ghatal CDS No.2
41	Kharar	Paschim Medinipur	Kharar CDS
42	Khirpai	Paschim Medinipur	Khirpai CDS

43	Ramjibanpur	Paschim Medinipur	Pritilata CDS
44	Contai	Purba Medinipur	Deshbandhu CDS
45	Contai	Purba Medinipur	Deshapran CDS
46	Egra	Purba Medinipur	Egra CDS
47	Panskura	Purba Medinipur	Panskura CDS
48	Islampur	Uttar Dinajpur	Puspanjali CDS
49	Islampur	Uttar Dinajpur	Gitanjali CDS
50	Kaliyaganj	Uttar Dinajpur	Swarnamoyee CDS

MEMORANDUM OF AGREEMENT
West Bengal State Urban Livelihoods Mission (WBSULM)

AGREEMENT
BETWEEN
MISSION DIRECTOR, WBSULM
AND
..... **(Resource Organisation)**

This Agreement is made on the _____ day of _____, 2015 between the Mission Director, West Bengal State Urban Livelihoods Mission having its office at State Urban Development Agency, HC Block, Sector III, Bidhannagar, Kolkata 700106 (hereinafter called WBSULM, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**

AND

..... *(Name, address, telephone and email of the Resource Organisation)* of the **Second Part**.

WHEREAS:

The Client requires the empanelment of the Resource Organisations to provide the services as defined in Guidelines for Social Mobilization and Institutional Development (SMID) under NULM with the below mentioned Municipal Corporation/ Municipalities under National Urban Livelihoods Mission (NULM) in West Bengal

1. _____ Municipality/ Municipal Corporation
2. _____ Municipality/ Municipal Corporation
3. _____ Municipality/ Municipal Corporation

AND

The WBSULM reserves the right to include or exclude the Urban Local Bodies to which the RO is empanelled or even de-empanel the RO on its bi-annual performance review of the RO.

AND

The Resource organization has agreed to provide the Services, with the respective Municipal Corporation/ Municipalities mentioned above, under NULM in West Bengal through the Memorandum of Understanding with the respective Municipal Corporation/ Municipality on the terms and conditions mentioned under Terms of Reference (ToR) for this project.

AND

The Resource Organisation should strictly adhere to the activities mentioned under the Terms of Reference (ToR). ROs should also strictly follow time to time instruction given by WBSULM/ respective Municipal Corporations/ Municipalities

AND

The ROs would be empanelled for a period of three years subject to satisfactory performance to be reviewed half yearly.

AND

The documents, statements, credentials and addendum/ clarifications submitted with the Expression of Interest for the Empanelment of ROs, by the respective RO, will form the part of this MoA and fall binding upon the respective RO.

SECTION 2: GENERAL CONDITIONS OF MEMORANDAM OF AGREEMENT (MOA)

Definitions & Glossary used in the MoA

Term (s)	Description
Agreement	Contract between West Bengal State Urban Livelihoods Mission (WBSULM) and the selected ROs for empanelment.
Authority	West Bengal State Urban Livelihoods Mission (WBSULM)
Disqualification	Breach of undertaking given in Annexure-1
Faculty	Persons employed by the Bidders for formation of SHG etc.
Mobilization	Conveying the correct message to the target audience motivating them to participate in the process of institution development.
Period of Agreement	The Period as specified in the Agreement shall be valid.
Performance Evaluation & Review	Performance evaluation on a predefined set of criteria against the deliverables, timelines and targets every six month.
Termination of Agreement	As specified in the termination clause of agreement.

1. EMPANELMENT THROUGH EoI

National Urban Livelihoods Mission (NULM) under the Ministry of Housing and Urban Poverty Alleviation (MoHUPA), Government of India envisages mobilisation of urban poor into three tiered structure with Self-Help Group (SHG) at the grass-root level, Area Level Federations (ALF) at the slum /ward level and City Level Federations (CLF) at the city level for reducing poverty and vulnerability of the urban poor. ROs will be engaged to facilitate the formation of SHGs, their development and bank linkages, their federation at the area and city levels, training and capacity building, establishing links to ULBs and to mitigate social, occupational and residential vulnerabilities.

The Mission Director, West Bengal State Urban Livelihoods Mission (WBSULM) under the Department of Municipal Affairs, Government of West Bengal had invited the **Expression**

of Interest from well established, interested registered Institutions/ Organizations/ Companies/ Trusts/ Societies/ Govt Institutions/ Industry Associations/ MSME Institutions/ Sole Proprietorship having sufficient experience in providing support to form Self-Help-Group in urban and rural areas and facilitated their linkage to revolving funds and bank credit for income- generating activities, for empanelment as Resource Organisation (ROs) for social mobilization and institutional development, which involves formation and stabilization of self-help groups, and facilitating their linkage to revolving funds and bank credit for income- generating activities to the urban poor families in different ULBs of West Bengal under 'Social Mobilization and Institutional Development (SM&ID)' - a component of National Urban Livelihoods Mission (NULM). SM&ID has a target to form SHGs approximately 15000 over the period of next three years.

- a. The Letter of Intent (LOI) have been issued to the successful Bidders for submission of Performance Guarantee (PG). On receipt of such PG, a Memorandum of Agreement (MoA) has been executed.
- b. The successful Bidder will be enlisted in a panel by WBSULM as ROs in the approved sector and ULBs to upload the said list on its website.
- c. The Empanelment list will be valid for a period of three years from the date of notification.
- d. West Bengal State Urban Livelihoods Mission (WBSULM) reserves the right to include or exclude the Urban Local Bodies from the enlisted empanelment of the RO or even delist any Empanelled Resource Organisations (ROs) at any time if performance is found unsatisfactory and detrimental to the interest of the urban poor.
- e. The agency may have to work anywhere in West Bengal as per requirement and direction of WBSULM.

2. Award of assignment order

- a. The empanelled agency will be awarded the assignment order by the respective ULB.
- b. Another 'Memorandum of Understanding' shall be executed between ROs and the enlisted ULBs under the respective RO for work order and payment (on a non-judicial stamp paper).
- c. The ROs shall immediately (maximum 7 days) start the mobilizing, formation of SHGs and federations, capacity building training, bank linkages, handholding support etc. as per the said Agreement / this EOI.

3. Performance Guarantee

- a) The Performance Guarantee shall be in the form of an irrevocable Bank Guarantee from a Scheduled commercial bank in favour of the '**West Bengal State Urban Livelihoods Mission**' Payable at **Kolkata**.
- b) The Government owned organization /Institute will be exempted from the requirement of submission of PG.

- c) Return of Performance Guarantee: The Performance Guarantee shall be returned after six months from the date of cessation of agreement.
- d) **Forfeiture of Performance Guarantee:** PG shall be forfeited in the following cases :
 - i. When any clause of the terms and conditions of the Agreement is breached.
 - ii. When the RO fails to commence the services or fails to meet the targets as specified in the agreement.
 - iii. On violating any term of undertaking given in Annexure-1

Forfeiture of PG shall be without prejudice to any other right of WBSULM to claim any damages as admissible under the law as well as to take such action against the Selected Bidder such as severing future business relation or black listing, etc.

- f) No interest will be paid by WBSULM on the amount of EMD or PG.

2. SCOPE OF WORK :

The aim of this Memorandum of Agreement, is to empanel the resource organizations for social mobilization and institutional development, which involves formation and stabilization of self-help groups, and facilitating their linkage to revolving funds and bank credit for income- generating activities. This has two parts: (a) building administrative structures, and (b) building community structures. Building community structures revolves around social mobilization, formation of self-help groups, providing Livelihoods skills, and enabling access to capital grants and bank credit. Social mobilization under SM&ID requires universal coverage of every target household in the target towns/cities. Based on a set of institutional capacities and resources, agencies and institutions including industry associations engaged in social mobilization and institutional development are invited to express their interest to Social Mobilization and Institutional Development under National Urban Livelihoods Mission (NULM). Sub-contracting/outsourcing of the assignment is not allowed. All target households (urban poor households and occupationally vulnerable segments like rag pickers and street vendors) will be included to achieve universal coverage. **West Bengal State Urban Livelihoods Mission (WBSULM)** will enter into Memorandum of Agreement and the respective Urban Local Body will enter into Memorandum of Understanding with Resource Organizations. The mission period (Phase-I) is from 2014-2017.

Objective

SHG model requires continuous and regular hammering at community door step to make beneficiaries understand the concept. Some non-government organizations/civil society organizations have the vital experience in the field of community mobilization, community institution development in a scientific manner. Therefore, the overall objective of this task is to take support of such organizations in the selected cities/towns, so that their experiences and learning can be disseminated to other project areas also. This will also lead to cross learning among different implementing agencies with healthy competition.

- i) **Name of Work:** “Empanelment of Resource Organizations for social mobilization and institution development under National Urban Livelihoods Mission (NULM) Programme across different ULBs of West Bengal”.
- ii) **Location of Work:** Urban areas of West Bengal falling under the jurisdiction of Urban Local Bodies (Municipal Corporations/ Municipalities).
- iii) **Broad areas of work are stated under:**
- a. **Identifying Affinity Groups:** ROs should identify prior relationships of trust and mutual support and encourage those individuals to form SHGs. The membership should be preferably through participatory approach and self-selection.
 - b. **Capacity Building:** Once the SHG is formed, ROs will be expected to train ALL members of the SHG (not just the leaders/representatives) in: (a) The basic concepts of functioning of a SHG like how to conduct meeting; 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 NULM and other programs.
 - c. **Handholding support for at least 15 months:** Once the groups are formed, ROs will be required to attend their meetings on a regular basis. The ROs will also bring in bankers, government officials from various departments, and members from established SHGs (for cross-learning) to interact with the SHGs. The ROs will assist the Community Organizer in the evaluation of the performance of SHGs being supported by it. Within a month of formation of the SHG, all groups which do not have bank-accounts should be helped to open SHG bank accounts and the ROs will also facilitate credit to SHG from banks. Groups should be encouraged to access credit from other formal sources as well.
 - d. **Tapering off of support between 15-24 months:** In this period, ROs will be expected to gradually 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 Community Organizer must be undertaken to determine whether the SHG is stable.
 - e. **Federating SHG into ALFs/CLFs:** ROs will also ensure that SHGs are federated into ALFs as described in the MoHUPA Mission Documents and work closely with ALFs and CLFs to build their capacity to take the handholding function after ROs fully withdraw support.

- f. **Training of ALF/CLF Members:** Members of the ALF/CLF will have to be trained as per guideline of NULM.
- g. **At least 70% members must be Poor:** The RO should ensure that at least 70% of members in every SHG are urban poor.
- h. **General:** ROs will also facilitate other entitlements, UID enrolment, opening of basic savings accounts and credit counseling of SHG members.

iv) Expected outcomes of the engagement with ROs

- a. Every target household (urban poor and occupationally vulnerable groups like rag pickers, street vendors) must be covered to achieve universal coverage.
- b. At least one member from each identified urban poor household, preferably a woman has to be a member of an SHG.
- c. At least 70% of the members of SHGs should be urban poor.
- d. ROs to train all SHGs to build their capacity on issues such as: (a) the SHG concept (including savings), how to conduct meetings, responsibilities of group members, etc; (b) book-keeping and accounting, fund management, building bank and credit linkages; (c) communication, decision making, conflict resolution, self- assessment; and (d) accessing government benefits under NULM, and other social programs of the central, state and local governments.
- e. All SHGs to have a bank account for deposit of savings;
- f. All new SHGs to access revolving fund under NULM.
- g. All SHGs to access bank credit;
- h. SHGs will be federated at the area-level and at least one City-level Federation will be formed per City.
- i. ROs to ensure that all members of ALFs/CLFs undergo training to build their capacity on issues such as: (a) the federation concept (including savings), how to conduct meetings, responsibilities of group members, federations etc; (b) book keeping and accounting, fund management, building bank and credit linkages; (c) communication, decision making, conflict resolution, self-assessment; and (d) accessing government benefits under NULM, and other social programs of the central, state and local governments;
 - All ALFs/CLFs to be registered as a Society;
 - All new ALFs formed must access revolving fund support under NULM.

v) Additional Tasks/Responsibilities of RO

- a. To share and learn from the experiences of the other teams.
- b. To facilitate the visits of other officials and non officials for learning, monitoring and evaluation.

- c. To keep proper records of transactions, so that it is possible to trace them.
 - d. To carry out the tasks assigned by the Mission Director of WBSULM or from the respective ULB from time to time.
 - e. To attend (with complete information and progress report) periodic meetings called by the WBSULM/District Coordination Committee from time to time.
 - f. To ensure transparency the agencies should clearly spell out to the community that NULM is a Government funded mission being implemented by the West Bengal State Urban Livelihoods Mission (WBSULM) and ROs are merely working as a facilitation agency and shall be subject to Right to Information Act (RTI).
 - g. To report to respective ULBs for their day-to-day functioning.
- vi) Mobilisation :** The ROs will facilitate mobilisation of the urban poor for social mobilization and institution building through proper counseling and duly motivating them. RO will explain the importance of social mobilization and institution development along with necessary information regarding advantages of group formation; such as handholding support for bank linkage and bank credit etc.
- vii) Selection of area for social mobilisation and institution development:** The ULB shall select area in consultation with COs and ROs
- viii) Cost norms:** A maximum of Rs.10,000/- (Rupees Ten Thousand only) is allotted for per Self-Help-Group (SHG) for formation, handholding support, training of all the members, bank linkage, formation of federations and registration of federations. The ULB will enter an agreement with ROs and payment will be made on the basis of milestones like SHG formation, training of members, bank linkage, formation of federations and registration of federations at the area and city levels and access to benefits under NULM including revolving fund.
- ix) Handholding support:** The Resource Organisation will handhold the SHG (each) for a period of up to 2 (Two) years.
- x) MIS and Reporting:**
- a. The ROs shall provide regular progress reports on an agreed format and periodicity with WBSULM.

b. The ROs shall maintain online management information system (MIS) for a systematic recording and management of the information regarding formation of SHG, training, bank linkage etc.

xi) The ROs shall not charge urban poor/beneficiaries for mobilisation, group formation, bank linkages, capacity building training etc under this scheme under any pretext.

xii) Terms of Payment : The Fee, including SHG formation, training of members, bank linkage, formation of federation and registration of federations at the area and city levels and access to benefits under NULM including revolving fund, in the following manner (Per SHG on quarterly basis), will be released from the respective Municipality/ Municipal Corporations :

Sl.	Particulars	Percentage
I	Community Mobilisation	10% of amount payable
II	Formation of SHG	15% of amount payable
III	Capacity building training to members	15% of amount payable
IV	Inclusion of SHG into federations and registration of federations	15% of amount payable
V	Bank linkage	20% of amount payable
VI	Access to revolving fund	10% of amount payable
VII	Handholding of SHG members (to be released after 15 months from the date of formation)	15% of amount payable
TOTAL		100%

xii) Performance Review:

Performance of ROs shall be reviewed every six months on a set of quantitative and qualitative parameters, as listed below:

- a. Achievement of social mobilisation
- b. Achievement of formation of SHG, ALF and CLF
- c. Achievement of Capacity Building Training

d. Achievement of Bank Linkage and Bank Credit

e. Achievement of Revolving Fund

3. FRAME WORK FOR PROGRAMME IMPLEMENTATION

- i) WBSULM targets to form SHGs approximately 15000 over the period of next three years with an aim to reduce poverty and vulnerability of the urban poor households through social mobilisation and institution development.
- ii) WBSULM/ CMMU shall continuously monitor program performance as per the envisaged monitoring & evaluation framework.

**For and on behalf of
Resource Organisations
(Second Part)**

**For and on behalf of
West Bengal State Urban
Livelihoods Mission (First part)**

.....
(Name & Designation)

.....
Mission Director
(Name)

Witness:

Witness:

Name:.....

Name:.....

Address:.....

Address:.....

**MEMORANDUM OF UNDERSTANDING
CONTRACT
BETWEEN**

.....Municipal Corporation/Municipality

AND

.....(Resource Organisation)

CONTRACT FOR: Resource Organisations for Social Mobilization and Institutional Development (SMID) under NULM

CONTRACT NUMBER:

THIS CONTRACT is made

BETWEEN: **Commissioner/ Executive Officer.....Municipal Corporation/ Municipality** (hereinafter referred to as 'the Client')

AND: Name:
.....
.....
.....

Phone No. –

Email:

(hereinafter referred to as 'the Resource Organisations')

Section1: Form of Contract

WHEREAS:

the Client requires the Resource Organisation to provide the services as defined in Guidelines for Social Mobilization and Institutional Development (SMID) under NULM on behalf of the Commissioner/ Executive Officer..... Municipal Corporation/ Municipality (West Bengal) ('the Client'); and

The Resource organization has agreed to provide the Services on the terms and conditions mentioned under Terms of Reference (ToR) for this project.

IT IS HEREBY AGREED as follows:

1. Documents
This contract comprises the following documents:-
 - Section 1: Form of contract
 - Section 2: General Conditions
 - Section 3: Special Conditions
 - Section 4: Term of Reference
 - Section 5: Schedule of Prices
 - Section 6: Format for Invoice

Section 7: Format for Undertaking from firm
Annexes: Minutes of Meeting between client and consultant

2. Terms of Reference

The Resource Organisation should strictly adhere to the activities mentioned under the Terms of Reference (ToR). ROs should also strictly follow time to time instruction given by Government of West Bengal/ ULBs

3. Target

Resource Organisation will be given target of.....SHG's.

4. Commencement and Duration of the Services

The Resource Organisations shall start the Services from the date of work order and shall complete them in 3 Years, Unless this Contract is terminated earlier in accordance with its terms and conditions.

5. Value of Contract

The Value of contract will be.....Lacs.

6. Time of the Essence

Time shall be of the essence as regards the fulfillment by the Resource organisations of its obligations under this Contract.

For and on behalf of Client

Commissioner/Executive Officer.....Municipal Corporation / Municipality.

Date:

For and on behalf of Resource Organisations

Name:.....

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

- 'The Resource organisation' means the institution(s), society(s) or company (ies) with whom this Contract is placed.
- 'The Resource Organisation Representative' means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Resource organisation.
- 'The Resource Organisation Personnel' means any person instructed pursuant to this Contract to undertake any of the Resource Organisation obligations under this Contract
- 'The Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- The 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the resource Organisation cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the resource organisation.
- 'The Services' means the services set out in the Terms of Reference (Section 4).
- 'The Software' means the software designed and developed by the resource Organisation or the resource Organisation Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components of such products).
- 'The Contract Officer' means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.

- 'Contract Price' means the price payable to the resource Organisation as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Resource organisation, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Resource Organisation at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the resource Organisation are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1 In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.
- 2.2 Except as expressly provided in Clause 3 the Resource Organisation is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Resource Organisation or any of the Resource organisation's Personnel.
- 2.4 All communications by the Resource Organisation relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

OBLIGATIONS OF THE RESOURCE ORGANISATION

3. Obligations

- 3.1 The Resource Organisation shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1 All members of the Resource organisation's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the resource Organisation complies with all the resource organisation's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Resource organisation's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.
- 4.3 Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by concerning ULB. In case the firm makes more than 2 replacements in any one position per annum the following penalties apply unless otherwise specified in the Special Conditions of the contract:
- On 1st replacement – 25% deduction of professional fee of that position from the month of replacement
 - On 2nd and subsequent replacements - 40% deduction of professional fee of that position from the month of replacement
- 4.4 If the Client considers any member of the Resource organisation's Personnel unsuitable, the Resource Organisation shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5 The Resource Organisation is responsible for all acts and omissions of the Resource organisation's Personnel and for the health, safety and security of such persons and their property.
- 4.6 Whenever required any of the designated Resource organisations Personnel may be required to attend meetings with West Bengal State Urban Livelihoods Mission (WBSULM) team at Kolkata.
- 4.7 Resource Organisation to submit an undertaking (in the prescribed format – section 8) stating that the full time resource organisations engaged on this contract will not be deployed on any other NULM assignments.

5. Disclosure of Information

- 5.1 The Resource Organisation and the Resource organisation's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent

jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

6. Intellectual Property Rights(If Applicable)

6.1 Subject to **Clause 6.2** all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Resource Organisation or the Resource organisation's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be owned by the Government of West Bengal, and are hereby assigned by the Resource Organisation to the Government of West Bengal.

6.2 The Resource Organisation hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

6.3 The Resource Organisation undertakes that commercial off-the-shelf licensed software that is not covered by **Clause 6.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 6.1 and 6.2**

6.4 To the extent that it does not interfere with rights granted under **clause 6.2, ownership** of intellectual property in Software created by the Resource Organisation or the Resource organisation's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Resource organisation.

6.5 For the purpose of **Clause 6.2** use shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

7. Confidentiality

7.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract;
and
- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an

obligation arising under the Right to Information Act or other public disclosure law.

8. Access and Audit

- 8.1 The Resource Organisation shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Resource Organisation shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 8.2 The Resource Organisation shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Resource Organisation shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 8.3 Where it is found by the Client that any overpayment has been made to the Resource organisation, the Resource Organisation shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

9. Corruption, Commission and Discounts

- 9.1 The Resource Organisation warrants and represents to the Client that neither the Resource Organisation nor any of the Resource organisation's Personnel:
- a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
 - b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Resource Organisation or Resource organisation's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.
- 9.2 Neither the Resource Organisation nor any of the Resource organisation's Personnel shall accept for or on their own benefit any trade commission, discount, or similar payment or benefit in connection with this Contract.

10. Conflict of Interest

- 10.1 Neither the Resource Organisation nor any of the Resource organisation's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 10.2 The Resource Organisation and the Resource organisation's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

11. Insurances

- 11.1 The Resource Organisation shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.
- 11.2 At the request of the Client, or its representatives, the Resource Organisation shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

12. Indemnity

- 12.1 Except where arising from the negligence of the Client or Client's employees, the Resource Organisation shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Resource Organisation or the Resource organisation's Personnel or any claims made against the Client by third parties in respect thereof.

PRICE AND PAYMENT

13. Applicable Provisions and Financial Limit

- 13.1 Unless different provisions are substituted in Section 3, **Clauses 1 to 8 inclusive shall apply in relation to price and payment.**
- 13.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, **Section 5.** No expenditure may be incurred in excess of the Financial Limit and no variation between components shown in the schedule of prices in Section 5 is permitted without the prior written authority of the Client Contract Officer.

14. Fees

- 14.1 Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and

vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

15. Invoicing Instructions

- 15.1 Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 16.
- 15.2 The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 15.3 Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.
- 15.4 Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.
- 15.5 The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 15.6 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Resource Organisation becoming entitled to invoice for the payment to which it relates.

16. Payments

- 16.1 Subject to the Client being satisfied that the Resource Organisation is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 16.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 16.3 Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

17. Taxes and Duties

- 17.1 The Resource Organisation shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 17.2 If any tax exemptions, reductions, allowances, or privileges are available to the Resource Organisation in India, the Client shall use its best efforts to enable the Resource Organisation to benefit from any such tax savings to the maximum allowable extent.

FORCE MAJEURE AND TERMINATION

18. Force Majeure

- 18.1 Where the performance by the Resource Organisation of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Resource Organisation and against which an experienced resource Organisation could not reasonably have been expected to take precautions, the Resource Organisation shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 18.2 From the date of receipt of notice given in accordance with Clause 19.1 the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 18.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

19. Suspension or Termination without Default of the Resource organisation

- 19.1 The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Resource Organisation and giving the reason(s) for such suspension or termination.
- 19.2 Where this Contract has been suspended or terminated pursuant to Clause 19.1, the Resource Organisation shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
 - b) provide to the Client, not more than 60 days after the Client notifies the Resource Organisation of the suspension or termination of this Contract an account in writing, stating:

- any costs due before the date of suspension or termination;
 - any costs incurred by the Resource Organisation after the date of suspension or termination, which the Resource Organisation necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 19.3 Subject to the Client's approval, the Client shall pay such amount to the Resource Organisation within 30 days of receipt from the Resource Organisation of an Invoice in respect of the amount due.

20. Suspension or Termination with Default of the Resource organisation

- 20.1 The Client may notify the Resource Organisation of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Resource Organisation to remedy that dissatisfaction and the time within which it must be completed.
- 20.2 Where this Contract is suspended under Clause 20.1 and the Resource Organisation subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 20.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- a) the Resource Organisation or any member of the Resource organisation's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b) the Resource Organisation or any member of the Resource organisation's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 9 of this Contract; or
 - c) the Resource Organisation is an individual or a partnership and at any time:
 - i. becomes bankrupt; or
 - ii. is the subject of a receiving order or administration order; or
 - iii. makes any composition or arrangement with or for the benefit of the Resource organisation's creditors; or
 - iv. makes any conveyance or assignment for the benefit of the Resource organisation's creditors; or
 - d) the Resource Organisation is a company and:

- a. an order is made or a resolution is passed for the winding up of the Resource organisation; or
 - b. a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Resource organisation.
- e) the Resource Organisation is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 20.4 Where this Contract is terminated in accordance with this Clause, the Resource Organisation shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

GENERAL PROVISIONS

21. Variations

- 21.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.....*'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.
- 21.2 Notwithstanding anything mentioned in clause 21.1 the client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' in furtherance of or to be in conformity with any relevant Government note/guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

22. Assignment

- 22.1 The Resource Organisation shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Resource organisation, any of its rights or obligations under this Contract or any part, share or interest therein.

23. Limit of Liability

- 23.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Resource Organisation or the Resource organisation's Personnel the

Resource organisation's liability under this Contract shall be subject to the amount of the Financial Limit.

24. Retention of Rights

24.1 Clauses 5,7,8,12,25 and 26 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

25. Law and Jurisdiction

25.1 This Contract shall be governed by the laws of Republic of India.

26. Amicable Settlement

26.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

26.2 The decision of the arbitrator shall be final and binding on both Parties.

26.3 The place of arbitration shall be as stated in the Special Conditions.

27. Part of the Contract

27.1 Financial Proposal and the RFP document shall be deemed to be part of this contract.

SECTION 3: SPECIAL CONDITIONS

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. OFFICIAL

1.1 The Contract Officer is: *[please insert details as below]*

Commissioner/Executive Officer.....Municipal Corporation/Municipality

Communication Address:

.....

Phone:

Fax:

Email:

1.2 The Resource organisation’s Representative is: *[please insert details as below]*

Name: Mr.

Designation:

Communication Address:

Phone:

Fax:

Email:

2. Additional documents to be included in this Contract

The following documents are included in and form part of the Contract:

Annex: Minutes of the Contract Finalisation Meeting between the Client and the Resource Organisation in this document

3. PAYMENT STRUCTURE

The payment schedule is contained at Section 5 on Payment Schedules and Milestones of the Terms of Reference (ToR) *[Any changes should be advised to the Resource Organisation during negotiations.]*

4. ARBITRATION

The place of arbitration shall be Municipal Corporation/ Municipality

SECTION 4: Terms of Reference for the Selection of Agencies, West Bengal State Urban Livelihoods Mission, West Bengal

1. Introduction

The urban poor face multiple deprivations - inadequate access to affordable housing, basic civic services like water, sanitation, drainage, solid waste management, roads, street lighting, health care, education and social security, and Livelihoods opportunities. The dimensions of urban poverty can be divided into three categories: (i) residential vulnerability (access to land, shelter, basic services, etc.); (ii) social vulnerability (deprivations related to factors like gender, age and social stratification, lack of social protection, inadequate voice and participation in governance structures, etc.) and (iii) occupational vulnerability (precarious Livelihoods, dependence on informal sector for employment and earnings, lack of job security, poor working conditions, etc.). These vulnerabilities are inter-related. Amongst the urban poor, there are sections subject to greater vulnerability in terms of the above classification; these include women, children, the aged, SCs, STs, minorities and differently-abled persons who deserve attention on a priority basis. The National Urban Livelihoods Mission (NULM) shall rest on the foundation that mobilisation of urban poor households to form their own institutions is an important investment for an effective and sustainable poverty reduction programme. These institutions of the poor would partner with local self-governments, public service providers, banks, private sector and other mainstream institutions to facilitate delivery of social and economic services to the poor. West Bengal State Urban Livelihoods Mission (WBSULM), West Bengal, seeking support from Agency (ROs) for the promotion and strengthening of women collectives through formation of self help groups and strengthening of existing TCG/SHGs in urban settings of the 63 cities/towns of the state. ROs will be engaged to facilitate the formation of SHGs and their federations at area and city/town level. ROs will also facilitate the processes of bank linkages and provide training and capacity building to SHGs and their federations. West Bengal State Urban Livelihoods Mission will empanel five ROs (Agency) based on the technical competency of the Organisation through a competitive processes and will share the list of the empanelled agencies with respective ULBs who appoint them to deliver the task. The empanelled agencies may be allocated apart of the City/area or entire city for the implementation of the programme.

2. Scope of Work

NULM will be implemented in 63 cities/town of West Bengal. All target households (urban poor households and occupationally vulnerable segments like rag pickers and street vendors) will be included to achieve universal coverage. ULBs will enter into an

agreement with Resource Organizations post empanelment process conducted by WBSULM. The selected agencies will be forming, strengthening, hand holding and facilitate for bank linkages of SHGs and its federations, enabling them to function as an institution independently. ROs will be creating Area Level Federation (ALF) and City Level Federation (CLF) through strong facilitation and handholding support to the SHGs.

The capacity building of SHGs and Federations will be the primary role to be played by the selected agencies. Agencies will develop training modules for SHGs and Federations in coordination with respective ULBs/WBSULM. The ROs will impart training to SHGs and Federations on agreed and approved training modules. ROs will coordinate with key stakeholders such as ULB, WBSULM, Bank and other relevant government department. Agencies will ensure that all members of ALFs/CLFs undergo training to build their capacity on issues such as: (a) the SHG / federation concept (including savings), facilitate bank linkages for SHGs, handholding support, developing proposal for bank loan etc. as agreed with ULBs and SULM. ROs will handhold SHGs for 2 years. The ULB will assign the RO to a compact geographical area of the city within which the agency will function. The RO should cover a minimum of 50 SHGs depending on the local conditions, more than one city may be covered by a single RO to achieve critical mass and ensure quality training. ROs will report to ULBs for their day-to-day functioning.

3. RO Team Composition:

Each cluster will have one Team Leader and at the City/ULB level the RO will appoint two personnel as per the following table S.N. 2 &3.

S.N.	Designation	Location	Qualification & Experience
1	Team Leader	Cluster Level Post	Graduate with 10 years of experience in development sector.
2	Micro-finance/ SHG expert	City/ULB Level Post	Graduate with five years of relevant experience.
3	Social Mobilizer	City/ULB Level	Graduate with five years of relevant experience

Cluster wise city list and target to train SHGs:

S.N	Name of the District	Name of Cities	Targets		
			2014-2015	2015-2016	Total Approx
01					
02					
03					
04					
05					
S.N					
06					

07					
08					
09					
10					

Note: the target for 2015-16 will be carried forward to the year 2017.

3. Key Task of Agency's

3.1 identification of SHGs and assessment of existing: Agency will identify the existing TCG/SHGs formed under SJSRY and by other Organisation in the respective ULBs/town and assess the status of these SHGs in terms of their quality of functioning. Agencies will develop a standard questionnaire to conduct the assessment and will collect relevant data to assess the SHG situation. This should include best practices, lessons learnt, (what went right and what was not); institutional mechanism, training; sustainability etc. Based on this exercise selected agencies will determine the requirement of new SHGs to be formed and number of existing SHGs to be strengthened in each ULBs/town. Selected agencies will also identify potential individuals to form new SHGs. The membership should be preferably from the weaker section of the group and a participatory and self-selection approach to be followed in the process of group formation.

- 3.2** Apart from the forming of new SHGs the selected agency will also strengthening the agencies but potential to become an active group. The number of such self help groups in each ULB to be agreed with the concern authority of ULB. Once the number of defunct/irregular TCG/SHGs agreed the agency will work for the strengthening of SHGs.
- 3.3 Community Organisation:** Selected agencies will be responsible for community mobilisation, building trust and gain confidence of urban poor to form self help groups and take collective actions at the slum level. ROs will work closely with women and facilitate the processes of forming self help groups and form area and city level federations.
- 3.4 Bank Linkages and Financial Linkages:** The selected agency will facilitate the processes for establish SHGs linkages with Banks which begins with the opening of bank account. The agency will also facilitate SHGs and its members to access financial services such as saving, insurance, pension, remittance and credit.
- 3.5 Capacity Building SHGs:** After the identification of existing TCG/SHGs and formation of new SHGs with potential and interested individual, agencies will provide training to all the members of SHGs (not just the leaders/representatives). The broader content of the training module will be: (a) The basic concepts of functioning of a SHG like how to conduct meeting; 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 NULM and other programs. The training will have to be in accordance with the prescribed protocol given in Annexure-A. However, the final content of the training will be mutually agreed with respective ULBs.
- 3.6 Capacity Building of Area/City Level Federation:** Selected agencies will ensure the formation of Area Level Federation (ALF) and City Level Federations (CLF). In order to enable these Federations function independently the ALF and CLF key representatives and its members should be trained in accordance with the given format in annexure B.
- 3.7 Coordination:** ROs will coordinate with ULBs, Bank, WBSULM and other government departments for leveraging fund for self help groups and vulnerable/poor households to access benefits through different government led programme and schemes. ROs will also facilitate the processes for the convergence with relevant programme and scheme dealing with skills, Livelihoods, entrepreneurship

development, health education etc. ROs will coordinate with Skill Agency in the City/town, encouraging potential candidates for skill up-gradation and development for sustainable Livelihoods.

3.8 Handholding support for at least 15 months: ROs have to provide continuous facilitation and also attend SHGs and federation meetings on a regular basis. The ROs will also facilitate the processes to bring in bankers, government officials from various departments, and members from established SHGs to interact with SHGs. The ROs will provide assistance to the SHG members in the process of opening bank account for newly formed SHGs and the existing SHGs that have no bank account. ROs will encourage SHGs to access credit from formal banking system.

3.9 Withdrawal strategy: The ROs will develop and implement strategies for the withdrawal of external support from the beginning. ROs will gradually withdraw its active support and handover to the area/city level federations in phase manner.

4. Stakeholders and their Roles

The key stakeholders roles and responsibilities are broadly defined as under:

Stakeholder	Roles
WBSULM (West Bengal State Urban Livelihoods Mission)	<ul style="list-style-type: none"> • Overall supervision and guidance to the implementing agencies and ULBs • Empanelment of Resource Organisation (RO), review of the overall performance and progress • Formation of steering committee • Liaison with key stakeholders to achieve objectives of this programme • Output/deliverable review
ULBs (Urban level Bodies)	<ul style="list-style-type: none"> • ULB will work closely with selected ROs • Overseeing the RO's performance • Ensuring regular updation of MIS Data from RO • Reporting to WBSULM/Govt. • Output review at the city/town level • Contract, agreement and prompt payment • Coordinate and facilitate City Level interface with Govt. Departments and Financial Institutions.

Implementing agency (Resource Organisation)	<p>1. Identify Affinity groups- should identify prior relationship of trust and mutual support and encourage those individuals to form SHGs. The membership should be perfectly through participatory approach and self selection.</p> <p>2. Capacity Building- Once the SHG is formed RO will train all SHGs members including office bearers with basic concept of functioning of SHGs such as savings, lending, repayment habits, responsibility of group members and office bearers, book keeping and accounting, decision making and conflict management, bank credit linkages, assessment of group performance etc.</p> <p>3. Handholding support: RO will attend the SHG meeting regularly and will facilitate to bring bank and government officials from various department and members from established/strong SHGs and federations for interaction and cross learning's. RO will facilitate the processes for SHGs credit linkages with Banks</p> <p>4. Withdrawal – RO will be expected to withdraw from that SHGs that are formed and performing satisfactorily. At this stage the level of monitoring will increase.</p> <p>5. Coordination: RO will coordinate with ULBs on a regular basis and also work closely with the city level management team. RO is also expected to coordinate with WBSULM and other government department on a regular basis.</p> <p>6. Reporting: RO will report progress on an agreed set of monitoring formats including regular update of MIS.</p>
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5. MIS and Reporting

- 5.1** The Agency will provide regular progress reports on an agreed format and periodicity with respective ULBs.
- 5.2** All relevant information should be available on the website. ULB must provide access to the information and website.
- 5.3** WBSULM (West Bengal State Urban Livelihoods Mission) and ULB jointly will monitor the progress of programme implementation and interact with the agency to ensure that the program falls within the schedules and agreed timeline.
- The scope of work will be applicable to NULM or its allied programme/name change in future.

6. **Payment Schedule and Milestones**

S.N	Milestones	Timeline	Released Amount (%)
I	<p><u>Community Mobilisation</u></p> <p>On approval and finalisation of Inception report containing following: Situational analysis- containing</p> <ol style="list-style-type: none"> a. existing status of TSG/SHGs based on performance, b. number of new SHGs to be formed c. setting of target for strengthening/ formation of SHGs <ul style="list-style-type: none"> ▪ Details of RO team placement ▪ Action Plan- including a) activity schedule b) training plan containing number of batches, participant per batch, content of the training etc. d. Training module- SHGs training modules e. Draft training module of ALF/CLF 	On completion of 1st quarter	10
II	<p><u>Formation of SHG</u></p> <ul style="list-style-type: none"> • Formation/strengthening of SHGs completed (at least 50% of new SHGs) as per the given target. • First training (basic concept, savings/ credit/ inter-loaning, book keeping and accounts) completed for 25% SHGs as mentioned above (out of which at least 50% must be new SHGs) • Second training (SHGs norms/ rules, Bank linkages/business plan, formation of bye-law) completed for 25% SHGs as mentioned (out of which at least 50% must be new SHGs) • Inter-loaning initiated for 25% SHGs as mentioned above (out of which at least 50% must be new SHGs) 	On completion of 2nd Quarter	15
III	<p><u>Capacity Building Training to Members</u></p> <ul style="list-style-type: none"> • First and second training completed for all SHGs • Opening of Bank account 100% SHGs as 	On completion of 3rd Quarter	15

	<p>per the target</p> <ul style="list-style-type: none"> • Inter-loaning at least 90% identified SHGs • SHGs grading (25% completed) initiated existing SHGs with the Bank • Business plan of 50% SHGs developed and approved by ULBs • At least 60% SHGs reporting repayment of inter loan • At least 75% SHGs Book keepings and accounts maintained regularly 		
IV	<p><u>Bank Linkage</u></p> <ul style="list-style-type: none"> • Opening of Bank account 50% SHGs as per the target • 100% SHGs reporting repayment of inter-loan • 100% SHGs Book keepings and accounts maintained regularly • 100% SHGs reporting regular meetings. • At least 75% SHGs maintained books of account independently • Opening of ALF/CLF bank account 	<p>On completion of 4th Quarter</p>	20
V	<p><u>Inclusion of SHG into federations and registration of federations</u></p> <ul style="list-style-type: none"> • Identification of potential SHG for the formation of ALF/CLF • Acceptance of proposal and action plan for ALF/CLF formation • Approval of action plan ALF/CLF • Initiated discussion and visit/meeting (at least 2 meetings) with SHGs • Organised at least 2 training modules with potential members of ALF • Handholding of SHGs detail report • Election of office bearers of ALF/CLF • Framing/fill-in bylaws of ALF/CLF • Organising fortnightly meeting with ALF • Third training completed • At least 90% attendance of members in ALF/CLF meetings 	<p>On completion of 5th Quarter and 6th Quarter</p>	15

	<ul style="list-style-type: none"> • Initiate grading of at least 25% SHGs by ALF • Registration of ALF/CLF • Handholding of SHGs detail report 		
VI	<p><u>Access to Revolving Fund</u></p> <ul style="list-style-type: none"> • Initiate audit of SHGs of 25% • 4th training of ALF completed • Organise/facilitate monthly meeting (preferably twice in a month) • Initiate grading and Audit of 75% of SHG • Initiate to Revolving Fund support • Maintain all book keeping and records • Facilitate at least two interface meetings with Banks • Handholding of SHGs detail report 	On completion of 7th Quarter	10
VII	<p><u>Handholding of SHG members</u></p> <ul style="list-style-type: none"> • Withdrawal action plan • Submission of final report detailing the achievements of milestones 	On completion of 8th Quarter	15

Note: Milestone linked payment accepts inception will be based on per SHG.

7. Outcomes/Deliverables

- 7.1 Identification of SHGs and assessment of the status of existing TCG/SHGs with following information
- Number of existing TCG/SHGs (formed by SJSRY and other institutions) in ULBs with current status in terms of functioning of SHGs
 - A detailed plan for the formation of new SHGs and strengthening of defunct/irregular SHGs
 - Number of SHGs to be formed in ULBs
- 7.2 development and approval of training modules and content for SHGs and Federation
- 7.3 At least 1 member from each identified urban poor household, preferably a woman has to be a member of an SHG and at least 70% of the members of SHGs should be urban poor.
- 7.4 ROs to train SHGs and ALFs and CLFs to build their capacity on issues such as: (a) the SHG concept (including savings), how to conduct meetings, responsibilities of group members, etc; (b) book-keeping and accounting, fund management, building

bank and credit linkages; (c) Communication, decision making, conflict resolution, self-assessment; and (d) accessing government benefits under NULM, and other social programmes of the central, state and local governments.

- 7.5** All SHGs to have a bank account for deposit of savings
- 7.6** All SHGs to be linked to banks for credit
- 7.7** All new SHGs formed access revolving fund support under NULM
- 7.8** SHGs will be federated at the area-level and at least one City-level Federation will be formed per City
- 7.9** All ALFs to be registered as a society
- 7.10** All ALFs formed must access revolving fund support under NULM

Annexure A of ToR**Training of All members of SHGs**

S. N.	Topics	Participants	Kits	Format	Duration
01	Basic concept of self help and SHGs, objective of SHG	All members	Visual material	Focus group discussion	½ day
02	Function of SHGs, framing of SHG rules, election/selection of office bearers, conducting meeting, agenda and meeting proceedings, responsibilities of group members.	All members	Reading material	Class room discussion/sharing experience with successful SHGs	1 day
03	Basic of savings, credit, repayment habits, responsibility of members	SHG office bearers	Material on rules of saving & Credit	Class room discussion/sharing experience with successful SHGs	½ days
04	Book keeping and accounting, fund management and bank linkages	SHG Officer bearers	All books format	Class room discussion and practice of all formats	2 day
05	Quality of SHG, Grading of SHG	All members	Grading format	Class room discussion and practicing filling the formats	1 day
06	Decision making and conflict resolution process	All members		Class room discussion and practice of all formats	½ day
07	Field visit of office bearers	SHG Office bearers	Pre visit note Interaction	Review of all books of account	1 day

			with successful groups.		
08	Business opportunity, guidance for income generating activities.	All members	Brief profile of business activities	Class room discussion and sharing of successful women entrepreneurs	1 day
09	Why of federation, objective of federation	All members	Notes on Federation	Class room discussion	1 day

Training of Area level Federation & City Level Federation

S. N.	Topics	Participants	Kits	Format	Duration
01	What is a federation? Why federation? The structure roles and function of federation. How to facilitate SHGs in performing better – monthly review – role of CLF/ALF Autonomy of SHGs subordination of CLF to SHGs.	All members of federation		Manual on Federation	2 day
02	Exposure Visit to a good CLF	All members of federation			1 day
03	3. Linkages with External agencies- local bodies, Government agencies, marketing intermediaries, etc, The role of External agencies, How to approach external agencies	All members of federation			2 day
04	Financial management, Accounting procedures, How to manage finance, Planning Budgeting, How to prepare a simple proposal	All members of federation			2 day
05	5. Grading of member SHGs - role of CLFs, Auditing, Self grading	All members of federation			2 day
06	Cluster level events, Communication skills, Leadership qualities, camps/ rallies on social issues, Awareness, programmes - health, education and	All members of federation			2 day

	environment, Advocacy of legal rights for women - property, marital and other legal rights				
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Credential of the Bidder organisation

S.N		Details	Response
01	Bidders details	Name of the Firm	
		Year of Establishment	
		Complete Postal Address with pin Code	
		Name of the Contract person	
		Office Phone and Fax	
		Mobile Number Website	
02	District of Operation in West Bengal, if any	Brief details of work being done	
		Complete Postal address	
		Year of experience working with SHGs/Federation	

SECTION 5: SCHEDULE OF PRICES

S.N	Milestones	Timeline	Released Amount (%)
I	<p><u>Community Mobilisation</u></p> <p>On approval and finalisation of Inception report containing following: Situational analysis- containing</p> <ol style="list-style-type: none"> existing status of TSG/SHGs based on performance, number of new SHGs to be formed setting of target for strengthening/ formation of SHGs <ul style="list-style-type: none"> ▪ Details of RO team placement ▪ Action Plan- including a) activity schedule b) training plan containing number of batches, participant per batch, content of the training etc. Training module- SHGs training modules Draft training module of ALF/CLF 	On completion of 1st quarter	10
II	<p><u>Formation of SHG</u></p> <ul style="list-style-type: none"> • Formation/strengthening of SHGs completed (at least 50% of new SHGs) as per the given target. • First training (basic concept, savings/ credit/ inter-lending, book keeping and accounts) completed for 25% SHGs as mentioned above (out of which at least 50% must be new SHGs) • Second training (SHGs norms/ rules, Bank linkages/business plan, formation of bye-law) completed for 25% SHGs as mentioned (out of which at least 50% must be new SHGs) • Inter-lending initiated for 25% SHGs as mentioned above (out of which at least 50% must be new SHGs) 	On completion of 2nd Quarter	15
III	<p><u>Capacity Building Training to Members</u></p> <ul style="list-style-type: none"> • First and second training completed for all SHGs • Opening of Bank account 100% SHGs as per the target • Inter-lending at least 90% identified SHGs • SHGs grading (25% completed) initiated existing 	On completion of 3rd Quarter	15

	<p>SHGs with the Bank</p> <ul style="list-style-type: none"> • Business plan of 50% SHGs developed and approved by ULBs • At least 60% SHGs reporting repayment of inter loan • At least 75% SHGs Book keepings and accounts maintained regularly 		
IV	<p><u>Bank Linkage</u></p> <ul style="list-style-type: none"> • Opening of Bank account 50% SHGs as per the target • 100% SHGs reporting repayment of inter-loan • 100% SHGs Book keepings and accounts maintained regularly • 100% SHGs reporting regular meetings. • At least 75% SHGs maintained books of account independently • Opening of ALF/CLF bank account 	On completion of 4th Quarter	20
V	<p><u>Inclusion of SHG into federations and registration of federations</u></p> <ul style="list-style-type: none"> • Identification of potential SHG for the formation of ALF/CLF • Acceptance of proposal and action plan for ALF/CLF formation • Approval of action plan ALF/CLF • Initiated discussion and visit/meeting (at least 2 meetings) with SHGs • Organised at least 2 training modules with potential members of ALF • Handholding of SHGs detail report • Election of office bearers of ALF/CLF • Framing/fill-in bylaws of ALF/CLF • Organising fortnightly meeting with ALF • Third training completed • At least 90% attendance of members in ALF/CLF meetings • Initiate grading of at least 25% SHGs by ALF • Registration of ALF/CLF • Handholding of SHGs detail report 	On completion of 5th Quarter and 6th Quarter	15
VI	<p><u>Access to Revolving Fund</u></p>	On	10

	<ul style="list-style-type: none"> • Initiate audit of SHGs of 25% • 4th training of ALF completed • Organise/facilitate monthly meeting (preferably twice in a month) • Initiate grading and Audit of 75% of SHG • Initiate to Revolving Fund support • Maintain all book keeping and records • Facilitate at least two interface meetings with Banks • Handholding of SHGs detail report 	completion of 7th Quarter	
VII	<p><u>Handholding of SHG members</u></p> <ul style="list-style-type: none"> • Withdrawal action plan • Submission of final report detailing the achievements of milestones 	On completion of 8th Quarter	15

SECTION 6: INVOICE FORMAT

To be given on letter head of the firm

INVOICE

<p>National Urban Livelihoods Mission, Resource Organisation under SMID, NULM </p> <p>For Attention of _____</p>

Invoice No.:
 Invoice Date:
 Service Tax
 Registration No.
 PAN Number

Contract For: _____

Contract No.: _____

Period of Consultancy:	Start Date _____	End Date _____
Milestone achieved for this claim Period Covered by this Claim		

Maximum Contract Value: _____	Total Amount
Received _____ Claims made	Amount: _____ Date _____ Invoice
No. _____ Date Received _____	Amount: _____ Date _____ Invoice
No. _____ Date Received _____	Amount: _____ Date _____ Invoice
No. _____ Date Received _____	

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

<p>Bank Account:</p> <p>Bank SWIFT ID:</p> <p>Account Name:</p> <p>Account Number:</p>
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This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

Signature of Resource Organisation

The claim is correct and Services have been received. Please arrange payment:

Project Officer/Advisor

SECTION 7: UNDERTAKING FROM THE FIRM

Undertaking from the firm

(on a company/firm letter head)

To,
Commissioner/Executive Officer
Municipal Corporation/ Municipality
.....

This is to declare that the resource organisations engaged under the contract number
[.....] bearing the title
[..... -] signed between **[Name of
Municipal Corporation/ Municipality]** and
[.....] will not be part of any other assignments
under NULM.

Authorized Signatory
(Name and Full details of the company)

**Resource Organisations for Social Mobilization and Institutional Development (SMID)
under NULM - Municipal Corporation/Municipality**

**Special Conditions Clause 2: Additional Document which will be from a part of the
Contract as agreed between the Client and the Resource Organisation**

**Annex: Minutes of the meeting between the Client and Resource Organisations
dated:.....**

POINTS DISCUSSED AND AGREED BY CLIENT AND RESOURCE ORGANISATIONS

S.No	Points for Discussion	Details
1.	Inserting & Updating Data entry of SHGs in software as prescribed by ULB/WBSMMU	<p>The resource Organisation shall Insert & Update all the data entries on monthly basis in the suggested software's / websites etc as suggested by ULB/WBSMMU/Gol.</p> <p>For this purpose resource Organisation shall not incur any additional cost under this project.</p> <p>The resource Organisation shall report and give updates of data entry to ULB as and when required.</p>