

GUIDELINES
FOR
EVALUATION
OF
NGOs/OTHER
AGENCIES

DRAFT

Memorandum

of

Understanding between

the Collectors

and

Non Government Organization/

Voluntary Agency/

Private-Public Enterprise/

Rehabilitation Organization/

Trust

Check list for evaluation of NGOs/other agencies to be followed by district collectors

- 1) PROFILE OF THE ORGANISATION including name, registered address, e-mail, and phone/fax, website. Ownership details. Brief history and activities it is involved in..
- 2) NAME OF THE AUDITOR WITH AUDITOR'S REGISTRATION NO.
- 3) DETAILS OF TRUSTEES/BOARD MEMBERS including Names, addresses, designation. Details of members of the Trust (from.....to dates) and family relationship of members (if any, in case of Trusts alone).
- 4) If the funding is proposed to be mobilized from foreign sources/donors, then a bio-data of the foreign donors (in case of individuals) and profile of the donor organization (including past activities/annual reports in case of organizations) should be furnished.
- 5) Details of the Bank Account No., Branch, etc.
- 6) Details about the social and other sector projects undertaken by the organization/NGO in the past three years with details of sources and Quantum of funding. Experience in the management of construction projects may be indicated separately.
- 7) Indicative list of persons who will be actually implementing the project with qualification and experience (especially relating to social sector/ construction projects)
- 8) Registration details-REGISTERED UNDER SOCIETIES /TRUST /COMPANIES ACT- furnish original date of registration and most recent renewal of registration proof or permanent registration proof.

9) PAST THREE YEARS' AUDITED BALANCE SHEET (for the years 2004-05, 2005-06, 2006-07) of the proposing organization.

10) 80 G exemption certificate from Income Tax department (Attach proof) OR FCRA clearance (Attach Proof) or similar exemption certificate for charitable activities (attach proof).

11) An affidavit by the head of the NGO/Organization sworn before a Notary Public that the concerned NGO/Organization has not been blacklisted in the past by any Government agency / Financial Institution.

12) Details of proposed investment in public private partnership and funding pattern (own sources, Government grants, Foreign sources, domestic sources, public contributions) and current position of funds (attach proof to substantiate your claims as to the sources/position of funding including letter from your banker confirming the funds position).

Note- (1) Sl.1 to Sl. 7 relate to Background information to be submitted by the proposer organization

(2) Sl.8 to Sl. 12 relate to pre-qualification information to be submitted by the proposer organization

GUIDELINES FOR COLLECTORS FOR ACCEPTING/REJECTING/ PRIORITISING / PROPOSER ORGANISATIONS

Criteria to be followed to accept or reject the NGO/Organization with whom the MOU is to be signed based on the above information:

1. Accept straightaway the proposals which satisfy conditions 8 to 12 above. _
2. If the proposal is from a Central or State Public Sector Organization or a Society/Trust formed by such an Organization, accept the proposal even if it does not satisfy one or more of the norms of the conditions 8 to 12 above.

In the case of a Registered Organization / Body which does not satisfy one or more of the conditions 8 to 12 above, but was formed specifically for Kosi relief and rehabilitation and has good credentials/capability in the opinion of the District Collector, the District Collector can refer such a case with his specific recommendation and village panchayat resolution to the Planning Department for orders.

3. Reject if Registration document required under (8) is not submitted or currently not valid.
4. Reject an NGO if documents required in (10) are not furnished.
5. Reject if (9) or (11) or (12) is not furnished.
6. Based on (6) above, give preference to NGO/Organizations having experience in infrastructure development/or construction activity over those who have no such experience.
7. Give preference to organizations which have already mobilized funds over those who are in the process of mobilizing such funds.

MEMORANDUM OF UNDERSTANDING

Between

Collector District. BIHAR

and

Non Governmental Organisation/Voluntary Agency/Private-
Public Enterprise/Rehabilitation Organisation/Trust

The KOSI CALAMITY that struck the Districts of Supaul, Madhepura, Saharsa, Purnea and Araria in the last week of August, 2008 has left behind a trail of devastation, incalculable loss of life and property and has satched away the livelihood of lakhs of people. There is an urgent need for rehabilitation and reconstruction in the Calamity affected area ofdistrict.

This MoU is being entered into between the Collector of district [hereinafter referred to as **FIRST PART**] and<NGO/Voluntary Agency/Private-Public Enterprise/Rehabilitation Organisation/Trust > [hereinafter referred to as **SECOND PART**], who jointly wish to respond to specific objectives as per the rehabilitation and reconstruction policy enunciated by the Government of Bihar.

..... < NGO / Voluntary Agency / Private-Public Enterprise / Rehabilitation Organization / Trust > has

identifiedvillages in ----- Block where it intends to support rehabilitation and reconstruction initiatives in partnership with the-----? MoU Government of Bihar as per the guidelines specified by the Government of Bihar.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

NATURE AND SCOPE OF THE WORK

(1) The **SECOND PART** undertakes to construct number of permanent houses and / or associated infrastructural facilities such as Water Supply, Sanitation, Waste Water/Solid Waste Management, Rain Water Harvesting facilities, other ecological features, Roads, Community Centers, School Buildings, Fish and Farm Produce Market Yards, Village Information / Communication Centers, etc. as set out more particularly in the Schedule to this Memorandum of Understanding to the families of the victims affected by Kosi Calamity inVillages..... Block, inDistrict in accordance with the type, design and habitat layout of such quality as approved by the District Collector in consultation with the beneficiaries especially women based on the overall technical guidelines for disaster

resistant buildings specified by the Department of Planning and Development. The **FIRST PART** undertakes the responsibility of providing water, power and other utility connections as may be found expedient with respect to the site conditions up to the periphery of the habitats as per the existing rules and regulations in force.

ENGAGEMENT OF AGENCIES

(2) It shall be the responsibility of the **SECOND PART** to engage only construction agencies with qualified Engineering Personnel with past experience in construction activities and to build the permanent houses in accordance with the rules /regulations/guidelines as laid down by the Department of Planning and Development and the **SECOND PART** will undertake the construction of the houses along with the Infrastructure facilities in accordance with the layout or building plan approved by the Collector.

INVOLVEMENT OF FACILITATING AND TECHNICAL SUPPORT ORGANISATIONS;

(3) The **SECOND PART** shall be at liberty to identify and engage such NGOs or voluntary organizations with proven expertise and track record in construction activity and / or in socially productive work with community

participation in similar projects elsewhere in the State or country for the purpose of achieving the task as a joint exercise in a transparent and participative manner. The **SECOND PART** shall also be at liberty to involve similar technical support organizations which have developed and proved their expertise in livelihood issues and / or in constructing special type of houses or buildings which are earthquake/flood resistant and shall also educate the potential beneficiaries to undertake such repairs as may be warranted in Course of their occupation of the building after the allotment.

If any complaints are received by the **FIRST PART** on the role of these Subcontracted agencies in terms of quality of works, schedule not being met, being a cause of local unrest or distrust With local population, lack of coordination, or in being involved in religious activities or any activities which affect public interest, then the **SECOND PART** agrees to make alternative arrangements to replace such agencies. The decision of the **FIRST PART** In this regard shall be final.

LAND AND OWNERSHIP:

(4) The **FIRST PART** shall provide the land required for

the purpose of construction of the permanent houses and / or associated Infrastructure free of cost to the **SECOND PART** to enable them to construct houses for the victims affected by the Kosi Kalamity in the above mentioned location. The ownership of the land shall vest With the Government of Bihar and the **FIRST PART** shall reserve the right to transfer the ownership of the land to the victims in such manner and at such time as it deems fit. In case where land belongs to beneficiaries themselves, the **FIRST PART** shall facilitate handing over of such sites, in consultations with them, to the **SECOND PART**. However, it shall be open for the **SECOND PART** also to arrange such land on thing own by persuading beneficiaries.

DENTIFICATION OF THE BENEFICIARIES:

(5) The **FIRST PART** shall identify and hand over the list of beneficiaries to the **SECOND PART** and the decision of the **FIRST PART** with respect to the selection of beneficiaries shall be final and the **SECOND PART** shall not withdraw from the commitment made on that ground or any other ground that militates against the noble purpose of associating the public spirited bodies with the rehabilitation and reconstruction measures of Kosi Calamity victims. The

FIRST PART shall take into account the views of the local Panchayat or any other local body or the committee for supervising rehabilitation and reconstruction formed by the Collector at the Panchayat / Ward level in finalizing the list of beneficiaries. The **FIRST PART** shall, as far as practicable, identify the prospective owners in advance and link them with specific sites so that the beneficiaries can also participate in the construction activities to the extent possible.

EOUAL TREATMENT to ALL:

(6) The **SECOND PART** shall not insist on providing permanent houses or infrastructure facilities in the selected and allotted areas only to certain class or classes of families on ground of caste, community, creed, religion, language etc. and shall be bound to undertake the project without any discrimination.

FUNDS FOR THE PROJECT:

(7) The **SECOND PART** shall invest the requisite amount to undertake the above house construction activity and the provision of infrastructure facilities in terms of resolution no.-----dated-----of the Department of Planning and Development > and agree to abide by all such conditions and

covenants as may be stipulated by the Government of Bihar from time to time in the larger interest of the welfare of the Kosi Calamity victims. Without prejudice to any other guidelines in this regard, the **SECOND PART** shall involve the local beneficiaries in the programme and make use of locally available materials to the extent feasible.

SEPARATE BANK ACCOUNT AND ACCOUNTS OF THE PROJECT:

(8) The **SECOND PART** shall open a separate bank account and maintain separate statement of accounts for funding the above mentioned activities and be subject to audit by a qualified Chartered Accountant or by a firm of Chartered Accountants.

SCHEDULE OF ACTIVITIES:

(8) The **SECOND PART** shall give a "**schedule of plan of OF ACTIVITIES**" indicating the time of the commencement of the work, various time bound and preset milestones of achievement either in the form of 'PERT' chart or in any form of work plan with an undertaking to abide by the target date of completion of the work. The **FIRST PART** shall have the right to review the schedule of the activities or PERT chart so presented by the **SECOND PART** and modify or vary or alter the schedule of activities in consultation with the **SECOND PART** and fix the time of

commencement, course of progress and completion of work/project as may be warranted and the decision of the **FIRST PART** shall be binding on the **SECOND PART**.

ACCESS TO INSPECTION OF THE WORKS:

(10) The rebuilding activities of the affected area shall be commenced and completed within the time, as may be stipulated by the **FIRST PART** and the **FIRST PART** shall have a right of inspection of the progress of the work and quality of the materials used in the construction either by himself or through any authorised person/persons with or without prior notice to the **SECOND PART** as the circumstances may demand and the **SECOND PART** is bound to provide all facilities and access to such Inspection.

FACILITIES BY THE DISTRICT ADMINISTRATION:

(11) The **SECOND PART** will be provided by the **FIRST PART** all non-monetary facilities such as local body / Government agency clearances for the purpose of accomplishing the above noble task without any violation of the existing rules and regulations with respect to the construction and building activities.

JOINT REVIEW OF PROGRESS:

(12)The **FIRST PART** and **SECOND PART** shall jointly

review the progress of work at such periodicity as may be found convenient and expedient in the interest of the progress of the work preferably once in a fortnight and in any case the interval between two successive reviews should not be more than a month. The Second Part shall provide all such information as may be sought for by the First Part in such a format as may be prescribed by the First Part either at such interval of time or at any time as may be required by the First Part. The **FIRST PART** and **SECOND PART** shall agree to nominate an independent Technical Consultant for the purpose of conducting third party auditing and appraisal of the progress of the works and fulfillment of the respective obligations on either part in the course of the progress of the work and during the currency of the MoU.

INCOMPLETE WORKS AND COST RECOVERY:

(13) In the unlikely event of the **SECOND PART** not performing the committed obligations such as non-completion of work as per the agreed schedule under this Memorandum of Understanding within such time as may be prescribed by the **FIRST PART** and in such a manner as may be laid down, it shall be lawful for the **FIRST PART** to take over the incomplete work under "as is where is" condition sans any

liability on the **FIRST PART** after issue of notice not exceeding seven days. The **FIRST PART** shall also take such action as may be deemed fit to debar and blacklist the **SECOND PART** from undertaking such work in future anywhere in the country and also from claiming any tax exemptions, concessions etc. under the provisions of any act in force under the State and Central Acts.

INSPECTION AND TAKING OVER:

(14)The **SECOND PART** shall intimate the completion of the construction of houses with provision of infrastructure facilities agreed to be undertaken to the **FIRST PART** within the time as may be laid down by the **FIRST PART** and shall arrange to remove all the debris and building materials scattered around the construction area and dispose of them at its cost and shall take steps to keep the project area clean and neat. The **FIRST PART** shall cause inspection of the constructed houses and the infrastructure established and only on being satisfied of the construction, will arrange to take over the building and infrastructure from the **SECOND PART** with the handing / taking over certificate in writing and signed by both the parts in the presence of the Mukhia of the Panchayat or any other public representative

as may be decided by the **FIRST PART**.

MAINTENANCE OF PUBLIC PEACE AND COMMUNAL HARMONY:

(15)The **SECOND PART** or anyone claiming to possess due authorization of **SECOND PART** shall not indulge, either by himself / herself or through any agencies or organization or bodies of individuals or in any mode or form of any organization, in any kind of religious or political or communal activities, especially such activities that will incite or will have the potential to cause hatred or disharmony or both in the minds of the residents or beneficiaries of the area on ground that the **SECOND PART** has invested in the construction of the permanent houses with or without associated infrastructure for the benefit of the allottees of the houses.

(16)The **SECOND PART** shall not be permitted to construct any places of worship of any size and in any manner or form in the village allotted to the **SECOND PART** for the above mentioned purpose. In the event of any violation of this condition, the **FIRST PART** shall immediately terminate the work being done by the **SECOND PART** and shall take appropriate action to complete the remaining work without any liability for the work done.

FURNISHING OF FALSE INFORMATION:

(17) If any information furnished by the **SECOND PART** is found to be false or incorrect at any time during the course of the implementation of the above project, the **FIRST PART** shall have the right to terminate the Memorandum of Understanding with prior notice **not exceeding seven days** and in the interest of the Rehabilitation and Reconstruction measures to step in and take over the unfinished work including the associated infrastructure facilities without any legal liability to the **FIRST PART** and carry on the above noble task from such resources or by such agencies as may be deemed expedient in the given circumstances.

MATTERS NOT COVERED BY THE MOU:

(18) With respect to all residuary matters not specifically covered by the MoU, the instructions of the Department of Planning and Development shall be final and binding on both the parties.

ACTS OF GOD AND SUPERVENING IMPOSSIBILITIES:

(19) "**Force majeure**" clause: Neither party shall be liable to the other for any loss, delay, or any damage occasioned by or arising out of acts of God such as but not restricted to unprecedented flood, volcanic eruptions, earth-quake or any

other convulsion of nature and other acts such as but not restricted to invasion, act of foreign countries, hostilities, or warlike operations before or after the declaration of war, rebellion, military or usurpation of power which prevents performance under the MoU and which could not have been foreseen or avoided.

AMENDMENTS TO MOU:

(20) It shall be lawful for the **FIRST PART** to amend, vary, alter, modify, change, revise and redraw either in part or in full any terms and conditions of the MOU, in the interest of the project works, with the mutual discussion and consent of the **SECOND PART**.

THIRD PARTY ADJUDICATION:

(21) Should there arise any dispute or difference of opinion with respect to any issue connected with the above mentioned activities, it shall be referred to the Empowerment committee headed by the Department Commissioner the decision of which shall be final and be binding on the both the parts. None of the provisions of Arbitration Act shall be applicable in case of any disputes.

PROHIBITION OF CIVIL SUITS;

(22) The **SECOND PART** shall undertake that he shall not resort to any civil suit or any legal action against the **FIRST**

PART with respect to any issues connected with the performance and discharge of any obligation under this MoU.

Period of MoU

(23) This MoU is for a period till the activities mentioned in the MoU are carried out.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day,..... and year.....

On behalf of < NGO / of
Voluntary Agencies /
/Private-Public Enterprise/
Rehabilitation Organization/Trust>

On behalf of Government
Bihar

Authorized Signatory
District.

Collector of

Date:

Place:

WITNESSES:

1) Name & Designation

SIGNATURE

Full Address:

2) Name & Designation Full Address: