

**GOVT. OF BIHAR
ROAD CONSTRUCTION DEPARTMENT**

**REQUEST FOR PROPOSALS FROM NGOs FOR IMPLEMENTATION
OF RESETTLEMENT PLANS UNDER BIHAR STATE HIGHWAYS
PROJECT**

The Road Construction Department (RCD), Govt. of Bihar has undertaken the work of widening and strengthening of State Highways from single lane carriage way into two-lane carriage way. The Bihar State Highways Project (BSHP) aims to strengthen and rehabilitate the State Highways and upgrade some newly declared state roads to provide reliable road transport services in the State. Nine subprojects road sections have been selected for which detailed design of all alignments have been completed; and Resettlement Plans (RPs) for these subproject roads are prepared.

Road Construction Department (RCD) invites Request for Proposal (RFP) in the desired format for the services of eligible NGOs/Consultants for the implementation of RPs on the subprojects roads. All the 9 subproject roads have been packaged into FOUR PACKAGES for the purpose of implementation of RPs.

The RFP must reach the CHIEF ENGINEER, PROJECT MANAGEMENT UNIT, RCD, PATNA, **latest by 11.00 hrs by 15-07-2008.**

For detailed RFP contact at the following address or download the Document from RCD Website <http://rcd.bih.nic.in>.

Address for Communication:

CHIEF ENGINEER,
PROJECT MANAGEMENT UNIT, (N.H.Wing),
VISHWESHWARAIYA BHAWAN CAMPUS,
BAILEY ROAD, PATNA-800015, BIHAR
Phone No.0612-2545592, Fax-0612-2231131

QCBS

REQUEST FOR PROPOSALS

For

Implementation of Resettlement Plan (RP)

Package-1, SH68 & SH69

Package-2, SH70 & SH71

Package-3, SH73 & SH74 & SH75

Package-4, SH76 & SH77

BIHAR STATE HIGHWAYS PROJECT

Quality- and Cost- Based Selection (QCBS)

June, 2008

**GOVERNMENT OF BIHAR
ROAD CONSTRUCTION DEPARTMENT (RCD)**

**CHIEF ENGINEER
PROJECT MANAGEMENT UNIT
(N.H.WING)
VISHWESHWARAIYA BHAWAN CAMPUS
BAILEY ROAD, PATNA-800015
BIHAR**

A. CONTENTS

Title	Page No.
Section 1. Letter of Invitation	3
Section 2. Information to Consultants	7
Data Sheet	16
Section 3. Technical Proposal - Standard Forms	20
Section 4. Financial Proposal - Standard Forms	32
Section 5. Terms of Reference	39
Draft contract agreement document	47

Section 1. Letter of Invitation

Dear Sirs:

1. The Road Construction Department (RCD), Govt. of Bihar has undertaken the work of widening of existing State Highways from single lane carriage way into two-lane carriage way and strengthening of existing two-lane road. The Bihar State Highways Project (BSHP) aims to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. Nine subproject road sections consisting of 826 kilometers are selected for which detailed design of all alignments have been completed; and Resettlement Plans (RPs) for these subproject roads have been prepared based on the detailed design prepared by RCD. The details of the 9 subproject roads and 4 Resettlement Packages are listed in the Table: 1.

Table: 1 List of Subproject Roads

Sl. No.	Resettlement Pkg No.	SH No.	Name of the Subproject Road	Length (in Km.)	District Covered	Likely affected structures *	Likely affected households *
1	1	SH-68	Shivgunj – Baidrabad	78	Aurangabad , Arwal	76	74
2		SH-69	Dumaria – Ranitalab	153	Gaya, Jahanabad	317	320
3	2	SH-70	Gaya – Rajauli	58	Gaya, Nawada	247	254
4		SH-71	Jahanabad – Parwatipur	91	Jahanabad, Nalanda	232	233
5	3	SH-73	Siwan – Shitalpur	88	Siwan, Chapra	201	184
6		SH-74	Hajipur – Areraj	85	Vaishali, Muzaffarpur, Motihari	241	218
7		SH-75	Darbhangha – Madhwapur	47	Darbhangha	262	258
8	4	SH-76	Araria – Bhaptiyahi	121	Araria, Supaul	362	333
9		SH-77	Kursela – Forbisgunj	105	Katihar, Purnia, Araria	129	110
Total				826	18 districts	2067	1984

1. * The figures are indicative and liable to change after final verification.

2. All the subproject roads are single lane with 3.5 meter carriageway and having a right of way (ROW) ranging from 25 to 30 meters except part of the SH-74 which is

already two-laned. The existing ROW is encroached and squatted at various locations specifically in existing market places.

3. The widening of the road will be limited to the existing ROW only. The available ROW is sufficient to accommodate the widening proposal. The proposed alignment is concentric widening for all the road section. Sufficient consideration has been given at this stage of the project preparation to minimize the adverse impacts on the community in the subproject areas within the limitation of technical requirement. The Resettlement Plans (RPs) are prepared based on detailed design of the alignment, to mitigate all such unavoidable negative impacts caused by the subprojects and to restore affected person's livelihoods.

4. Road Construction Department (RCD) invites the services of eligible NGOs/agents, hereafter referred to as "Consultants", for the implementation of RPs on the subprojects roads. All the subproject roads have been packaged into FOUR PACKAGES for the purpose of implementation of RPs as shown in Table 1. More details on the Services are provided in the attached Terms of Reference.

5. The RFP has been addressed to the consultants as per the list available with the RCD, however other Consultants having experience in implementation of Resettlement Plans in Linear Projects (Highways) are invited to send their Proposal through RFP Document.

This RFP Document is for the implementation of RP (Resettlement Package)

Package-1, SH68 & SH69

Package-2, SH70 & SH71

Package-3, SH73 & SH74 & SH75

Package-4, SH76 & SH77

Sl. No.	Name / Address of the Firm	Phone / Fax / E-mail
1.	M/s. Lokarpit 5/279, Viramkhand, Gomti Nagar, Locknow-206010, Uttar Pradesh	Tel.: 0522 3950 010 E-mail: lokarpit@rediffmail.com
2.	M/s. Study Point Samiti (SPS) "Saushi Complex" 20/A-3, Gokhale Marg Locknow-226 001 U.P.	Tel.: 0522 2209 765 3097143 Fax: 0522 2209 995 E-mail: studypoint@sify.com
3.	M/s. Sugam International Sansthan (SIS) IInd Floor, Shaushil Complex Gokhale Marg, Lucknow-226 001, U.P.	Tel.: 0522 23013 444 Fax: 22209 995/2209844 E-mail: sugamlko@rediffmail.com
4.	M/s. Gramin Shaikshanik Evam Samajik Vikas Sansthan (GSSVSS) "Narayan Niwas", 1/23, Road No. 1 (Extn.) Rajvanshi Nagar, Patna-800 023, Bihar.	Tel.: 0612 2281 431 E-mail: gssvss@rediff.com

5.	M/s. Consultants for Rural Area Development Linked Economy (CRADLE) C/258, Road No. 1C, Ashok Nagar Ranchi-834 002, Jharkhand.	Tel.: 0651 2243 102 Fax: E-mail: cradle ran@yahoo.com Pranayin@yahoo.com
6.	M/s. Centre for Management & Social Research (CMSR)104, Vijaya Towers, Nagarjuna Nagar Ameerpet, Hyderabad-500 073, A.P.	Tel.: 040 23737 571 55687 015 Fax:040 23737 571 E-mail: hyd2_cmsr@sancharnet.in
7.	M/s. Advantage India 5-E White House 10 Bhagwandsas Road New Delhi-110 001.	Tel.: 011 23386 699 Fax:011 23782 285 E-mail: ai@dtaindia.com
8.	M/s. The organization for applied Socio-Economic Systems (OASES), 5-1, IInd Floor, Shahpur Jat New Delhi-110 049.	Tel.:011 30920 535 26490 617 E-mail: oases@vsnl.com
9.	M/s. Centre for Research and Capacity Building (SAATH-CRCB Trust (JV) 305, Dhaulagire, Kaushambi, Ghaziabad-201 010, U.P.	Tel.:0120 3945 349 E-mail: crcb@writme.com crcb@lycos.com
10.	M/s. Matra Bhumi Vikas Sansthan (MBVS) 385/22, Sector-22, Indira Nagar, Lucknow-16, U.P.	Tel.: 0522 2345 960 Mobile: 94155 80230 E-mail: matrabhumi@rediffmail.com
11.	M/s. Development Management Trust (DMT) C-121, Lajpat Nagar-11, New Delhi-110 024	Tel.:011 2981 1500 5172 0291 Fax: 5172 0291 E-mail: dmt@nda.vsnl.net.in
12.	M/s. Abhvyakti (Contact person: Ms. Meenakshi Parimoo)	Tel.: Fax: Mobile: 9312029739 E-mail:anikajmera@rediffmail.com
13.	M/s. Resouce Research Development Society, Address: Prabhu Niwas Market (near Radheshyam and company,) anand Chouk, GGS Road, Hazaribagh, Jharkhand. Pin-825301 Contact Person: Neeraj Kumar Shrivastava.	Tel.:0654-263141 Fax:06546-260174 Mobile: 09431141246 E-mail: neeraj_gtrip@rediffmila

Consultant will submit separate Documents for each Package. One document is for only one Package.

6. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.

7. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract.

8. Please inform us, upon receipt:

- *that you received the letter of invitation; and*
- *whether you will submit a proposal alone or in association as a Joint Venture confirming joint and several liability or as Sub-consultants.*

Yours sincerely,

(R.R.JHA)
CHIEF ENGINEER
PROJECT MANAGEMENT UNIT

II. SECTION 2. INFORMATION TO CONSULTANTS*

1. Introduction

1.1 The Client named in the “Data Sheet” will select a firm who have submitted their Proposal , in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal (essentially in hard bound form) and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the contract under each phase must be to the client’s satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are informed in advance of the visit.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bank policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its key professional staff, or its affiliates or associates under a contract with the Asian Development Bank may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the Bank's policy to require that consultants observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy RCD:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of RCD, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive RCD of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a RCD contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract; and

(e) will have the right to require that, in contract a provision be included requiring consultants to permit the RCD to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the RCD.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Govt. entity in accordance with the above sub Para 1.8 (d).

1.10 Consultants shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Clarification and amendment to rfp documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation Of Proposal

3.1 Consultants are requested to submit a Proposal (Para 1.2) (essentially in hard bound form) written in the language(s) for each package separately specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with Consultants not invited for this assignment. The consultants are encouraged to seek participation of local consultants by entering into a joint venture with, or subcontracting part of the Assignment to national consultants.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet/TOR. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's national language.

3.4 The Technical proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including remuneration for staff, in the field and at headquarters, local transportation and for mobilization and demobilization, services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.

3.8 Consultants have to express the price of their services in INR only.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period

of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, And Opening Of Proposals

4.1 The original Proposal (Technical Proposal and if required Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and will not be opened at the time of opening of Technical Bid. All submitted proposals are to be opened publicly.

5. Proposal Evaluation

General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is complete.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 Deleted.

Public Opening and Evaluation of Financial Proposals; Ranking

5.5 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.7 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have quoted all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law (and to be paid under the contract unless the consultant is exempted) and estimated as per para 3.7.

5.8 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical/ financial score will be invited for negotiations.

5.9 Deleted.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. Award Of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: Road Construction Department, Govt. of Bihar

The method of selection is: Quality-and Cost-Based Selection (QCBS)

1.2 A technical and a Financial Proposals are requested: Yes

Assignment Name: Implementation of Resettlement Plan (Resettlement Package No.-1,2,3&4) Objectives and description of the Assignment are provided in the TOR.

1.3 The Assignment is phased: No

1.4 A pre-proposal conference will be held: No

The name, address and telephone/numbers of the Client's Official are:

Mr. R.R. JHA.

Chief Engineer,

Project Management Unit(N.H. Wing)

Road Construction Department.

Vishweshwaraiya Bhawan Campus

Bailey Road,

Patna -800015, Bihar

Fax: + 91- 612-2231131

Telephone : +91-612-2545592

1.5 The Client will provide the following inputs:

Resettlement Plan

Strip Plan final design report

Letter of introduction as and when required

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are:

Sub-Clauses 2.6.1(d) of G.C.C.

2.1 Clarifications may be requested up to fifteen days prior to the date of submission of proposals.

The address for requesting clarifications is

Chief Engineer,

Project Management Unit(N.H. Wing)
Road Construction Department.
Vishweshwaraiya Bhawan Campus
Bailey Road,
Patna -800015, Bihar
Fax: + 91- 612-2231131
Telephone : +91-612-2545592:

- 3.1 Proposals should be submitted in the following language: English**
- 3.3 (i) Short-listed firm/entity may associate with other short-listed firm:
No**
- (ii) The estimated number of key professional staff months required for the assignment is given in the TOR.**
- (iv) The minimum required experience of proposed key professional staff is provided in the TOR.**
- (vi) Reports which are part of the assignment must be written in the following language: English**
- 3.4 (vii) Training is an important feature of this Assignment: Yes**
- (viii) Deleted**
- 3.7 Taxes - Consultants are requested to consult tax consultants for details.**
- 3.10 Proposals must remain valid 120 days after the submission date.**
- 4.3 Consultants must submit an original and one additional hard-bound copies of each proposal.**
- 4.4 The proposal submission address is
Mr. R.R. JHA.
Chief Engineer,
Project Management Unit(N.H. Wing)
Road Construction Department.
Vishweshwaraiya Bhawan Campus
Bailey Road, Patna -800015, Bihar
Telephone : +91-612-2545592, Fax: + 91- 612-2231131**
- The information on the outer envelope should also include the name of the Consultancy Service package no. applied for.**
- 4.5 Proposals must be submitted not later than the following date and time:
15th July, 2008 at 1100 hrs.**
- The address to send information to the Client is:**
- 5.1 Mr. R.R. JHA.
Chief Engineer,**

Project Management Unit(N.H. Wing)
Road Construction Department.
Vishweshwaraiya Bhawan Campus
Bailey Road, Patna -800015, Bihar
Telephone : +91-612-2545592, Fax: + 91- 612-2231131

5.3 The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
(i) Specific experience of the consultants related to the Assignment	15
(ii) Adequacy of the proposed work plan and methodology in responding to the TOR	25
(iii) Qualifications and competence of the key professional staff for the Assignment	60
Team Leader	(16)
Key Professional A	(12)
Key Professional B	(12)
Key Professional C	(10)
Key Professional D	(10)

Total Points: 100

The weightage to be given for qualifications and competence of the key professional staff for the assignment are:

	<u>Weightage(%)</u>
(i) General qualifications	30
(ii) Adequacy for the project	50
(iii) Experience in region & language	20
Total :	100

The minimum technical score required to pass is : 75 Points

5.8 “The formula for determining the financial scores is the following:

[$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price, and F , the price of the proposed under consideration]

The weights given to the Technical and Financial Proposals are:

T = 0.80, and

F = 0.20

6.1 **The address for negotiations is:**

Mr. K.R.Sinha,,Engineer-in-Chief-cum-Additional Commissioner -cum -Special Secretary, Road Construction Department.

Vishweshwaraiya Bhawan Campus

Bailey Road, Patna -800015, Bihar

Telephone : +91-612-2546447,

7.2 **The Assignment is expected to commence in Mid September,2008**

***Only Hard-Bound Copies of Proposal will be accepted.**

Sincerely,

(R.R.JHA)

CHIEF ENGINEER

PROJECT MANAGEMENT UNIT

III. SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.**
- 3B. Firm's references.**
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.**
- 3D. Description of the methodology and work plan for performing the assignment.**
- 3E. Team composition and task assignments.**
- 3F. Format of Curriculum Vitae of proposed key professional staff.**
- 3G. Time schedule for professional personnel.**
- 3H. Activity (work) schedule.**

3A. Technical Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for -----
-----Technical Proposal.

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

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

3B. Firm's References

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start (Month/Year):	Date	Completion (Month/Year):	Date
			Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:			No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Firm's Name: _____

3C. Comments And Suggestions Of Consultants On The Terms Of Reference And On Data, Services, And Facilities To Be Provided By The Client

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Consulting Firm's Name:

**3D. Description of the Methodology And Work Plan
For Performing The Assignment**

3E. Team Composition And Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**3F. Format Of Curriculum Vitae (CV) For
Proposed Key professional staff**

Proposed Position: __

Name of Firm: _____

Name of Staff: _____

Profession: _

Date of Birth: _____

Years with Firm/Entity: ____ **Nationality:** _____

Membership in Professional Societies: ____

Detailed Tasks Assigned: __

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**_____Date: _____
[Signature of staff member and authorized representative of the Firm]
Day/Month/Year**

**Full name of staff member: _____
Full name of authorized representative: _____**

3G. Time Schedule For Key Professional Personnel

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ **Part-time:** _____

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3H. Activity (Work) Schedule

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	

3. Draft Report	
4. Final Report	

IV. * MODIFY AS REQUIRED FOR THE ASSIGNMENT.

V. SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.**
- 4B. Summary of costs.**
- 4C. Breakdown of price per activity.**
- 4D. Breakdown of remuneration per activity.**
- 4E. Reimbursables per activity.**
- 4F. Miscellaneous expenses.**

4A. Financial Proposal Submission Form
[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for -----
----- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes which we have estimated at [*Amount(s) in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

We remain,
Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm:
Address:

4B. Summary Of Costs

Sl. No.	Name of Activity #	Costs	Currency (ies)*	Amounts	
				In Figures	In Words
1.					
	Sub Total				
	Local Taxes and Duties @ Taxes payable in India on fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.7 of SCC				
	Consultancy service tax payable in India				

Total Amount of Financial Proposal**:

Cost must be given separately for different activities proposed to be carried out by the consultant based on the TOR.

(In Figures)

4C. Breakdown Of Price
[ACTIVITY WISE]

Sl. No.	Price Component	Currency (ies)	Amount(s)
1.	Remuneration		
2.	Reimbursables		
3.	Miscellaneous Expenses		
	Sub Total :		

4D. Breakdown Of Remuneration
 [ACTIVITY WISE]

Sl. No.	Names	Position	Input*	Remuneration		Amount
				Currency	Rate	
	Regular Staff					
	Local Staff					
	Consultants					
	Grand Total					

* Staff months, or days as appropriate.

4E. Reimbursables
[ACTIVITY WISE]

Sl. No.	Description	Unit	Quantity	Unit Price in	Total Amount in
1	Miscellaneous travel expenses	Trip			
2.	Subsistence allowance	Day			
3.	Local transportation costs				
4.	Office rent/ accommodation, clerical assistance, etc.				
<hr/>					
Grand Total					
<hr/>					

4F. miscellaneous Expenses
[ACTIVITY WISE]

Sl. No.	Description	Unit	Qty.	Unit Price	Total Amount
1.	Communication costs between Field and Office (telephone, telegram, etc.)				
2.	Drafting, reproduction of reports				
3.	Equipment: Vehicles, Computers, etc.				
4.	Software:				
<hr/>					
	Grand Total				
<hr/>					

Section 5. Terms of Reference

**For the Consultants for implementing the Resettlement Plan (RP) for Asian Development Bank funded Bihar State Highways Project
ROAD CONSTRUCTION DEPARTMENT**

1. PROJECT BACKGROUND

The Road Construction Department (RCD) , Govt. of Bihar has undertaken the work of widening of existing State Highways from single lane carriage way into two-lane carriage way and strengthening of existing two-lane road. The Bihar State Highways Project (BSHP) aims to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. Nine subprojects road sections consisting of 826 kilometers are selected for which detailed design of all alignments have been completed; and Resettlement Plans (RPs) for these subproject roads are prepared based on the detailed design prepared by RCD. The details of the 9 subproject roads are listed in the Table: 1.

Table: 1 List of Subproject Roads

Sl. No.	Resettlement Pkg No.	SH No.	Name of the Subproject Road	Length (in Km.)	District Covered	Likely affected structures *	Likely affected households *
1	1	SH-68	Shivgunj – Baidrabad	78	Aurangabad , Arwal	76	74
2		SH-69	Dumaria – Ranitalab	153	Gaya, Jahanabad	317	320
3	2	SH-70	Gaya – Rajauli	58	Gaya, Nawada	247	254
4		SH-71	Jahanabad – Parwatipur	91	Jahanabad, Nalanda	232	233
5	3	SH-73	Siwan – Shitalpur	88	Siwan, Chapra	201	184
6		SH-74	Hajipur – Areraj	85	Vaishali, Muzaffarpur, Motihari	241	218
7		SH-75	Darbhanga – Madhwapur	47	Darbhanga	262	258
8	4	SH-76	Araria – Bhaptiyahi	121	Araria, Supaul	362	333
9		SH-77	Kursela – Forbisgunj	105	Katihar, Purnia, Araria	129	110
Total				826	18 districts	2067	1984

1. * The figures are indicative and liable to change after final verification.

All the subproject roads are single lane with 3.5 meter carriageway and having a right of way (ROW) ranging from 25 to 30 meters except part of the SH-74 which is already two-laned. The existing ROW is encroached and squatted at various locations specifically in existing market places..

The widening of the road will be limited to the existing ROW only. The available ROW is sufficient to accommodate the widening proposal. The proposed alignment is concentric widening for all the road section. Sufficient consideration has been given at this stage of the project preparation to minimize the adverse impacts on the community in the subproject areas within the limitation of technical requirement. The RPs are prepared based on detailed design of the alignment, to mitigate all such unavoidable negative impacts caused by the subprojects and to restore affected person's livelihoods. The RPs are prepared in accordance with ADB's *Policy on Involuntary Resettlement (1995)*, and the R&R activities are to be carried out by CONSULTANT as per the institutional arrangement agreed in the RPs. The implementation schedules in the RPs are to be followed for achieving the targets. Civil construction work in the project is expected to start by the fourth quarter of 2008.

To assist RCD in the implementation of the RPs, RCD now invites the services of eligible CONSULTANTS. A total of FOUR CONSULTANTS will be contracted to implement the RPs in the state highways corridor, TWO subprojects for THREE CONSULTANTS and THREE subprojects for ONE CONSULTANT.

2. OBJECTIVES OF THE ASSIGNMENT

The CONSULTANTS shall be responsible for the following, according to the RP:

Educating the APs on their rights to entitlements and obligations.

To ensure that the APs are given the full entitlements due to them, according to the entitlements in the RP.

To provide support and information to APs for income restoration.

Assist the APs in relocation and rehabilitation, including counseling, and coordination with local authorities.

Assist the APs in redressing their grievances (through the grievance redress committee set up by the subproject)

Impart information to all the APs about the functional aspects of the various set up by the project, and assist them in benefiting from such institutional mechanisms.

To assist the Project Management Unit (PMU) and Project Implementation Unit (PIU) with social responsibilities of the subproject, such as compliance with labour laws, prohibition of child labour, and gender issues.

To conduct awareness program for HIV/AIDs, Human Trafficking.

To collect data and submit progress reports on a monthly and quarterly basis for RCD to monitor the progress of RP implementation.

VI.

VII. 3. SCOPE OF WORK

The CONSULTANTS shall play the role of a secondary stakeholder in implementation of the RP and in mitigating adverse effects of the project. The CONSULTANTS shall be responsible for the development of a comprehensive livelihood restoration system to facilitate the APs to take advantage of the options available (as per the RP).

a. 3.1 Administrative Responsibilities of the CONSULTANTS

The administrative responsibilities of the CONSULTANTS will include:

Working in co-ordination with the Project Resettlement Officer (RO) in the PMU and Resettlement Officer in the PIU;

Assist the RO in carrying out the implementation of the RP;

To co-ordinate with the GRCs in implementing the RP;

Assist the RO in conducting all public meetings, information campaigns at the commencement of the project and give full information to the affected community;

Translate the summary RP in local language to implement actions for mitigating adverse impacts on the APs;

To assist the PIU/Engineers (Construction Supervision Consultants) to ensure that the Contracts comply with the applicable labour laws (including prohibition of child labour) and gender issues;

To assist the PIU and /or the Engineers in ensuring compliance with the safety, health and hygiene norms, and the conduct HIV/AIDS and Human Trafficking awareness/prevention campaigns.

Report to the RO on a monthly and quarterly basis. The report should include physical and financial progress, both in quantitative and qualitative terms. The report should prominently feature the problems and issues addressed and tackled with the APs and the solutions found. The report should have a separate chapter on women's issues, their problems and what has been done (within the framework of the RP) to ensure their participation in decision-making as well as the options made available to them to access economic opportunities, marketing and credit. The report should clearly indicate the number of field visits made by the CONSULTANTS staff and the outcome of consultations with people.

Data base management of the APs.

The APs and displaced persons will be assisted in the Income Generation Scheme training through the CONSULTANTS i.e. the provision made for training will be best utilised through the active support and involvement of the CONSULTANTS.

3.2 Responsibilities for Implementation of the RP

B. 3.2.1 Identification APs and Verification of Database from RP

CONSULTANTS shall verify the information already contained in the RP and the individual losses of the APs. They should validate the data provided in the RP and make suitable changes if required. The CONSULTANTS shall establish rapport with APs,

consult and provide information to them about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible APs. The identity card should include a photograph of the AP, the extent of loss suffered due to the project, and the choice of the AP with regard to the mode of compensation and assistance.

The CONSULTANTS shall develop rapport between the APs and the Project Authority, particularly the RO. This will be achieved through regular meetings with both the RO and the APs. Meetings with the RO will be held at least fortnightly, and meetings with the APs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the CONSULTANTS.

Prepare monthly action plans with targets in consultation with the RO.

The CONSULTANTS shall prepare a list of the project-displaced persons/families for relocation, enlisting the losses and the entitlements, after verification. It shall also prepare a list of the project-affected persons/families (APs) enlisting the losses and the entitlement as per the RP, after verification. Verification shall include actual measurement of the extent of total property loss/damage, and valuation of the loss/damage/affect along with the RO. The CONSULTANTS shall display the list of eligible APs in prominent public places like villages, Panchayat Offices, Block/Tehsil headquarters, and the District Headquarters.

During the identification and verification of the eligible APs, the CONSULTANTS shall ensure that each of the APs are contacted and consulted either in groups or individually. The CONSULTANTS shall specially ensure consultation with women from the AP families especially women headed households.

Participatory methods should be adopted in assessing the needs of the APs, especially with regard to the vulnerable groups of APs. The methods of contact may include village level meetings, gender participation through group's interactions, and Individual meetings and interactions.

While finalizing the entitled persons (EPs) for compensation/assistance the CONSULTANTS shall make a list of entitled APs, and distribute Identity Cards to each and every verified eligible AP.

C.

D. 3.2.2 Counseling the Entitled Persons

The counseling shall include the following activities:

The CONSULTANTS shall explain to the APs the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements.

The CONSULTANTS shall disseminate information to the APs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.

The CONSULTANTS shall prepare micro-level plans for income restoration, in consultation with the APs. Women's perceptions are important to be incorporated in the development of these plans.

CONSULTANTS will monitor the involvement of child labour in the civil construction work in each package.

In all of these, the CONSULTANTS shall consider women as a special focus group, and deal with them with care and sympathy.

E. 3.2.3 Disbursing the Assistance

Prepare micro plans indicating category of entitlement.

Prepare micro plans for livelihood indicating alternative livelihood options, land identification, skills up grading and institutions responsible for training for eligible APs.

The CONSULTANTS shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the APs), helping the APs to take salvaged materials and shift. In close consultation with the APs, the CONSULTANTS shall inform the RO about the shifting dates agreed with the APs in writing and the arrangements desired by the APs with respect to their entitlements.

The CONSULTANTS shall assist the APs in opening bank accounts explaining the implications, the rules and the obligations of a joint account and how s/he can access the resources s/he is entitled to.

The CONSULTANTS shall ensure proper utilisation of the R&R budget available for each of the packages. The CONSULTANTS shall ensure that the APs have found economic investment options and are able to restore the losses of land and other productive assets. The CONSULTANTS shall identify means and advise the RO to disburse the entitlements to the eligible persons/families in a manner that is transparent, and shall report to the RCD on the level of transparency achieved in the project.

F.

G. 3.2.4 Accompanying and Representing the EPs at the Grievance Committee Meetings

The CONSULTANTS shall nominate a suitable person (from the staff of the CONSULTANTS) to be a member of the GRCs for the respective contract packages.

The CONSULTANTS shall make the APs aware of the grievance redress committees (GRCs)

The CONSULTANTS shall train the APs on the procedure to file a grievance application and to confirm that a statement of claim from the concerned AP accompanies each grievance application. The CONSULTANTS shall help the APs in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.

The CONSULTANTS shall record the grievance and bring it to the notice of the GRCs within seven days of receipt of the grievance from the APs. It shall submit a draft resolution with respect to the particular grievance of the AP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the CONSULTANTS representative in the GRC.

To accompany the APs to the GRC meeting on the decided date, help the AP to express his/her grievance in a formal manner if requested by the GRC and again inform the APs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC. (The time frame for the GRC to take a decision is 15 days).

H.

I. 3.2.5 Assisting the EPs and the RO to Identify and Negotiate for New Land for Resettlement

As part of the RP, it is proposed that a sizable number among the eligible APs will receive alternative land (commercial) building structures. Some of the more vulnerable among the APs will be eligible to receive these free of cost. Regarding these the CONSULTANTS shall,

Obtain the APs choice in terms of Land identification, Site for relocation, Shifting plan and arrangements, Grant utilization plan and Community asset building plan and institutional arrangements in maintaining the assets.

Assist squatters whose structures needs to be shifted to the remaining government land for continuation of earning their livelihood before construction of road starts.

Assist the APs/ RO in identifying suitable land for relocation and for agriculture, ensuring the replacement of the land lost in terms of quality and quantity.

Identify suitable government land in consultation with the Revenue Department officials and assist in negotiating its transfer to the APs/ RO at reasonable prices and motivate them to appreciate and welcome the new neighbours.

3.2.6 Assisting Eligible APs to take advantage of the existing Government Housing and Employment Schemes

With regard to the above, the CONSULTANTS shall,

Co-ordinate (and impart wherever required) the training and capacity building of the APs, for upgrading their skills for income restoration. This will include the training to be given by the CONSULTANTS to women self-help-group members in accounting, record maintenance, skill acquisition in the chosen enterprise, and marketing, etc.

Help the APs in realizing and optimising the indigenous technology knowledge (ITK) through use of local resources.

Define, evolve, and explore alternative methods of livelihood using the local skill and resources.

Contact financial institutions like NABARD, DIC, and the Lead Bank of the area in accessing the credit required by the individual as well as groups of APs and the women's groups from the APs. The CONSULTANTS shall maintain a detailed record of such facilitation, and plan for each AP to repay the loan.

Establish linkages with the district administration to ensure that the APs are benefited from the schemes available and those they are entitled to. The focus for this component of the CONSULTANTS work shall be the vulnerable APs for their income restoration. The CONSULTANTS shall maintain a detailed record of such facilitation.

1.

2. 3.2.7 Inter-Agency Linkages for Income Restoration and other R&R Services

The CONSULTANTS shall be responsible for establishing linkages with, Financial institutions to assist the APs to access credit.

Government departments, district administration, etc., to ensure that the APs are included in the development schemes, as applicable;

Training institutes to impart skills and management training for enterprise creation and development.

CONSULTANTS shall conduct training programmes for income restoration for APs.

CONSULTANTS should prepare an income restoration plan.

VIII.

IX. 3.2.8 ASSISTING THE SUPERVISION CONSULTANT WITH THE PROJECT'S SOCIAL RESPONSIBILITIES

The CONSULTANTS shall assist the Engineers (Supervision Consultants) to ensure that the Contractors are abiding by the various provisions of the applicable laws, concerning the worker's safety, health and hygiene; women's issues and the child labour issues. The applicable laws include (A) the maternity benefit Act, 1951; (B) the contract labour (Regulation and Abolition) Act, 1948; (C) the Minimum Wages act, 1948. (D) The Equal Remuneration Act, 1979. (E) the industrial Employment (Standing Order) Act, 1946; (F) the Child Labour (Prohibition and Regulation) Act, 1986; (G) the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996; (H) the cess Act of 1996 and (I) the Factories Act, 1948. any divergence from the (workers welfare and remuneration, safety, health, hygiene, women's issues, and child labour issues) provisions of these laws should be brought to the notice of the supervision consultant and the RO.

According to these laws, there are specifications regarding the facilities/requirements at the construction camp/site, including basic health care facilities, Mother and Child Welfare units and facilities for vaccinations, day crèche facilities, etc. The CONSULTANTS shall work in co-ordination of the Lady Inspector of Works or the Resident engineers of the Contractor, or any other representative of the Contractors, to ensure these facilities are provided in a satisfactory manner, and all social responsibilities of the Contract is implemented satisfactorily.

Coordinate with the Environmental Officer to facilitate consultation on rehabilitation of borrow areas.

A. 3.2.9 Assisting the PMU/Supervision Consultant in HIV/AIDS Awareness/Prevention Campaigns

Information campaigns/advertisements in collaboration with line agencies (such as NACO, DFID, etc), including provision of signage/hoardings at suitable locations, distribution of vehicle stickers, and provision of condom vending machines at suitable locations (rest areas, truck parking lay-byes, etc.). The CONSULTANTS shall assist the PMU to implement these measures, including collaboration with the line agencies.

The contractors are required to provide condom vending machines at the construction camps, provide for medical facilities and regular medical checkups especially for detecting/curing STD/AIDS. The CONSULTANTS shall ensure, in collaboration with the

Engineer that such facilities and medical checkups are provided to the workers at the construction camps.

B. 3.2.10 Monitoring and Evaluation

The RP includes provision for monthly internal monitoring by CONSULTANTS/ RO and quarterly, mid-term, and post-project monitoring and evaluation by external agency. The CONSULTANTS involved in the implementation of the RP will be required to supply all information, documents to the external monitoring and evaluation consultants. To this end, the CONSULTANTS shall keep proper documentation of their work and the R&R process involved in the project, and shall be responsible for the upkeep and updating of such documents periodically and regularly. The documentation shall include photographs and videotapes of the pre-intervention and post-intervention scenario of all the properties, structures, and assets affected by the project.

C. Recommending Improvement of R&R Services

Extend all services recommended by any additional studies to be undertaken by the project, in respect to the R&R services to be provided as part of the project.

Recommend and suggest techniques and methods for improvement of services extended by the concerned government departments and other agencies and committees in disbursement/extension of R&R services in the project.

Document implementation of the R&R process and services, including difficulties faced and corresponding solutions.

Discuss, with the PMU/PIU on contingency management and other improvement of R&R services, within the project period.

Documenting of tasks carried out by the CONSULTANTS and evaluation of the achievements of RP.

D. 3.3 Documentation and Reporting by CONSULTANTS

E. The CONSULTANTS selected for the assignments shall be responsible to:

Submit an inception report within three weeks; on signing up of the contract including a work plan for the whole contract period, staffing and personnel deployment plan, and a withdrawal plan at the end of the period of contract. The withdrawal plan shall be detailed and reflect how the APs will maintain the assets created and transferred to the APs.

Prepare monthly progress reports to be submitted to the RO, with weekly progress and work charts as against the scheduled timeframe of RP implementation.

Prepare and submit quarterly reports on a regular basis, to be submitted to the RO.

Submit a completion report at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, and a summary of support/assistance given to the APs.

All other reports/documentation as described in these terms of reference.

Record minutes of all meetings.

All progress reports shall include data on input and output indicators as required by the RO. Reporting in writing as well as photographs, videotapes etc., taken during the assignment shall be submitted in support of the reports, along with an electronic copy of the documents in a floppy or a CD. All reports should be in English only. Accounts reports both on expenditure on administration as well as training and other heads shall be submitted with the quarterly and the completion reports.

In addition to these above, the CONSULTANTS shall prepare and submit separate descriptive reports on participatory micro-plans with full details of the Participatory Rapid Appraisal exercises conducted.

The CONSULTANTS shall document in full detail, the consultation/counseling processes, the process of identification of the resettlement sites, and a full description of the training imparted (on facilitated) as part of the assignment. This documentation shall be submitted to the RCD as annual reports.

F.

G. 3.4 Condition of Services

The CONSULTANTS shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the CONSULTANTS shall be to ensure that each and every eligible AP receives appropriate and due entitlement (within the Entitlement Framework) and that, at the end of the project R&R services, the eligible APs have improved (or at least restored) their previous standard of living. Additionally the CONSULTANTS shall help the PMU/PIU in all other matters deemed to be required to implement the RP in its spirit and entirely including activities involving some financial implications.

All documents created, generated or collected during the period of contract, in carrying out the services under this assignment will be the property of the PMU/PIU. No information gathered or generated during and in carrying out this assignment shall be disclosed by the CONSULTANTS without explicit permission of the PMU/PIU.

1. 3.5 Timeframe for Services

The CONSULTANTS will be contracted for a period of eighteen month months from the date of commencement, with a withdrawal methodology built in to the proposals from the CONSULTANTS.

2. 3.6 Data, Services and Facilities to be provided by the Client

The PMU/PIU will provide to the CONSULTANTS the copies of the SIA report/ APs' Census, the RP, the strip plan final design report and any other relevant reports/data prepared by the project preparation consultants. The PMU/PIU will assist the CONSULTANTS in collaborating with the Supervision Consultants. All facilities required in the performance of the assignment, including office space, office stationery,

transportation and accommodation for staff of the CONSULTANTS, etc., shall be arranged by the CONSULTANTS.

3.7 Payment Schedule:

The following payment milestone is proposed for making the payment to the CONSULTANTS. The payment will be made subject to the submission of a certificate from the PMU/PIU/RO that the targets have been achieved in a satisfactory manner.

Sl. No.	Payment Milestone	Payment (% of contract Value)
1.	On submission of the inception Report complete in all respects	20%
2.	On completion of the identification, verification of APs and initial consultation sessions, and submission of updated data on APs (Identification and Verification report) and review of the same by the PMU/PIU.	25%
3.	On submission and approval of the Micro Plan of APs	20%
4.	On completion of the rehabilitation process and implementation of I.R. Plan	20%
5.	On submission of the Final Completion Report	15%
	Total	100%

The above remuneration includes all costs related to carrying out the services, including overhead. The service tax or any other tax component shall be reimbursed/ paid to CONSULTANTS on production of documents.

H.

I. 3.8 Team for the Assignment

The CONSULTANTS shall assign a team of professionals to the site. The constitution of the team and the qualification for the team members is given below:

Sl. No.	Position	No. of positions	Qualification
1.	Team Leader	1	The team leader should be a post-graduate in social sciences (Sociology/Social Work/ Anthropology/ Geography/Economics), and should have experience of working in large-scale development projects. S/he should have about 10 years experience in implementation of R&R and have experience in linear highway project works. Should have participated in about three projects involving R&R activities. S/he should have held responsible position for about 10 years in the previous assignments. S/he should possess participatory management skills and should have good

			knowledge of the region and the local languages.
2.	Key Professional (A) R&R expert (will be coordinating R&R activities in the assigned districts)	1	Should be at least a graduate in Social Science (Sociology/Social Work/Anthropology/ Geography/ Economics). S/he should have about 10 years experience in implementation of R&R and rural development. S/he should have participated in about three projects involving R&R activities in linear highway projects. Should have participatory management skills and knowledge of land measurement, and should be conversant with land valuation methods. Knowledge of local language is a necessary qualification.
3.	Key Professional (B) Civil Engineer (will be responsible for activities in the assigned districts)	1	Should be preferable a graduate in Civil Engineering. S/he should have about 10 years experience in field work. S/he should have participated in about one project involving R&R activities experience in linear highway project Should have sound understanding of the land acquisition process, and should be well conversant with the valuation methods of land and assets. Should have experience in participatory management. Knowledge of local language is a necessary qualification.
4.	Key Professional(C) Social development expert (will be responsible for activities in the assigned districts)	1	Should be at least graduate in Social science (Sociology/Social Work/ Anthropology/Geography/ Economics), and should have about10 year experience of working in community development and community awareness projects in linear highway project. Should have about 5 years experience in the field of HIV/AIDS.
5.	Key Professional(D) Land Acquisition Expert (will be responsible for activities in the assigned districts)	1	Should be at least a graduate. S/he should have about 15 years of working experience in the field of land measurement, land records, and, acquisition of land. Should have worked for about 5 years in R&R or rural development projects. S/he should have experience of participatory management. Knowledge of local language is a necessary qualification.
6.	Technical Support Professionals	5	One technical support professional should be at least a diploma holder in computer application. S/he should have about 7 years of working experience in database management. S/he should have experience of preparing the reports for projects related to R&R/Rural development. The other four technical support professionals should be graduate or equivalent in social sciences.

			Knowledge of local language and experience of working in the region is essential.
--	--	--	---

Additionally the following conditions shall apply to the team proposed by the CONSULTANTS.

The proposal should accompany a personnel deployment schedule, clearly indicating whether the deployment is home-office based or in the field.

The CONSULTANTS must propose at least one woman as part of the key personnel. The person-month deployment of the woman key personnel shall constitute at least 33 % of the person-month deployment of all key professionals (including the team leader) in the assignment. At least two proposed woman key person shall be available to work at site for at least 50% of the duration.

The women key persons, if selected for the contract, may be replaced during the period of contract, only with women key persons of equivalent qualifications and experience.

The CONSULTANTS will assign a 'technical support' team to work at the site, which will consist of at least 33 % of women members. Junior support personnel and/or administrative staff will not be considered as 'technical support' professionals, as far as this condition is concerned.

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of Client]

and

[name of Consultants]

Dated :

CONTENTS

Page No.

I. FORM OF CONTRACT.....	51
II. GENERAL CONDITIONS OF CONTRACT	55
1. General Provisions	55
1.1 Definitions	55
1.2 Law Governing the Contract	56
1.3 Language	56
1.4 Notices	56
1.5 Location	56
1.6 Authorized Representatives	57
1.7 Taxes and Duties.....	57
2. Commencement, Completion, Modification, and Termination of Contract	57
2.1 Effectiveness of Contract	57
2.2 Commencement of Services	57
2.3 Expiration of Contract	57
2.4 Modification	57
2.5 Force Majeure	58
2.5.1 Definition	58
2.5.2 No Breach of Contract.....	58
2.5.3 Extension of Time.....	58
2.5.4 Payments	58
2.6 Termination	58
2.6.1 By the Client.....	58
2.6.2 By the Consultants	59
2.6.3 Payment upon Termination	59
3. Obligations of the Consultants	60
3.1 General	60
3.2 Conflict of Interest	60
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.....	60
3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project	61
3.2.3 Prohibition of Conflicting Activities	61

3.3	Confidentiality	61
3.4	Insurance to Be Taken Out by the Consultants	61
3.5	Consultants' Actions Requiring Client's Prior Approval	62
3.6	Reporting Obligations	62
3.7	Documents Prepared by the Consultants to be the Property of the Client.....	62
4.	Consultants' Personnel	62
4.1	Description of Personnel.....	62
4.2	Removal and/or Replacement of Personnel.....	63
5.	Obligations of the Client.....	63
5.1	Assistance and Exemptions.....	63
5.2	Change in the Applicable Law.....	63
5.3	Services and Facilities.....	63
6.	Payments to the Consultants.....	64
6.1	Lump Sum Remuneration.....	64
6.2	Contract Price.....	64
6.3	Payment for Additional Services.....	64
6.4	Terms and Conditions of Payment.....	64
6.5	Interest on Delayed Payments.....	64
7.	Settlement of Disputes.....	65
7.1	Amicable Settlement.....	65
7.2	Dispute Settlement.....	65
II.	SPECIAL CONDITIONS OF CONTRACT	66
IV.	APPENDICES.	
	Appendix A — Description of the Services.....	73
	Appendix B — Reporting Requirements.....	74
	Appendix C — Key Personnel and Sub-consultants.....	75
	Appendix D — Breakdown of Contract Price in Foreign Currency.....	76
	Appendix E — Breakdown of Contract Price in Local Currency.....	77
	Appendix F — Services and Facilities Provided by Client.....	78

**I. FORM OF CONTRACT
Lump Sum Remuneration**

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 19__ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

“.....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants."”]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

* All notes should be deleted in final text.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____

Appendix B: Reporting Requirements _____

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency _____

Appendix E: Breakdown of Contract Price in Local Currency _____

Appendix F: Services and Facilities Provided by the Client _____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

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

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

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

**FOR AND ON BEHALF OF
[NAME OF CLIENT]**

**By
(Authorized Representative)**

**FOR AND ON BEHALF OF
[NAME OF CONSULTANT]**

**By
(Authorized Representative)**

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

**FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS**

[Name of Member]

**By
(Authorized Representative)**

[Name of Member]

**By
(Authorized Representative)**

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(d) "Foreign currency" means any currency other than the currency of Government;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government Client's country;

(g) "Local currency" means the currency of the Government;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(m) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants become insolvent or bankrupt;

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

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client , and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

(b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Insurance to Be Taken out by the Consultants

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

3.5 Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing,

communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The price payable in local currency (INR) is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract

[1.1 (a) The words "in the Government's country" are amended to read "in India ".]

[1.1 (i) The Member in Charge is _____].

1.3 The language is: English

1.4 The addresses are:

Client : _____

Attention : _____
Telex : _____
Facsimile : _____

Consultants : _____

Attention : _____
Telex : _____
Facsimile : _____

1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

* Clauses in brackets are optional; all notes should be deleted in final text.

1.7

1.7.1 For domestic consultants/personnel and foreign consultants / personnel who are permanent residents in India

The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.7.3 Consultancy Services tax payable in India for this Consultancy Services shall be paid/ reimbursed by the Client separately.

[2.1 The date on which this Contract shall come into effect is :

[2.2 The date for commencement of Services is

2.3 The period shall be 18 months

[3.2.3 Note : It is essential that Consultants who advise Clients on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3 :

“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.”]

3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for one percent of the contract amount for the period of Consultancy;

(3) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

5.1 Not applicable.

5.3 Not Applicable

6.2 The amount in local currency is _____ .

6.4 The accounts are:

for local currency :

Payments shall be made according to the following schedule:

Payment milestone

Sl. No.	Payment Milestone	Payment(% of contract Value)
1.	On submission of the inception Report complete in all respects	20%
2.	On completion of the identification, verification and initial consultation sessions for nontitleholders.	10%
3.	On submission of the Micro Plans for non titleholders	10%
4.	On completion of the distribution of Identity Cards to all eligible non-titleholders PAPs.	5%
5.	On submission of the Micro Plans for 30 % of the PAPs.	4%
6.	On completion of the distribution of Identity Cards to 30% eligible PAPs.	2%
7.	On submission of the Micro Plans for next 30 % of the PAPs.	4%
8.	On completion of the distribution of Identity Cards to next 30% eligible PAPs.	2%
9.	On submission of the Micro Plans for rest 40% of the PAPs.	6%
10.	On completion of the distribution of Identity Cards to rest 40% eligible PAPs.	2%
11.	On substantial completion of the relocation process	10%
12.	On completion of the rehabilitation process	10%
13.	On submission of the Final Completion Report	15%
	Total	100%

7. Dispute Settlement

7.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:

7.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Engineer-in-Chief-cum-Additional Commissioner -cum -Special Secretary, Road Construction Department, Govt. of Bihar, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Engineer-in-Chief-cum-Additional Commissioner -cum -Special Secretary, Road Construction Department, Govt. of Bihar, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.3 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

7.4 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.5 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.6 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in PATNA.

(b) The English language shall be the official language for all purposes.

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

----- given in the TOR

Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

---- given in the TOR

Appendix C

Key Personnel and Sub-consultants

(Refer Clause 4.1 of the Contract)

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.

C-3 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1

C-4 Same information as C-1 for Key local Personnel.

Appendix E

Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price — local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).**
- 2. Reimbursable expenditures.**

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F

Services and Facilities Provided by the Client