



Bihar State Road Development Corporation Limited

(A Government of Bihar Undertaking)

RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura Patna-800014

Phone No. 0612-2226711, E-mail-bsrdcltd@gmail.com, Web-www.bsrddcl.bihar.gov.in

Letter No. BSRDCL-4372/2024 - 845

Patna, Dated : - 24.03.2025

REQUEST FOR PROPOSAL FROM NON-GOVERNMENTAL ORGANIZATION FOR IMPLEMENTATION OF RESETTLEMENT PLAN UNDER ADB FINANCED PROJECT BIHAR STATE HIGHWAYS IV PROJECT (PHASE-I) AF RESETTLEMENT PLAN IMPLEMENTATION OF THE PROJECT "ENHANCING CONNECTIVITY AND SUSTAINABILITY IN BIHAR ROAD PROJECT"

(Through e-procurement mode only – www.eproc2.bihar.gov.in)

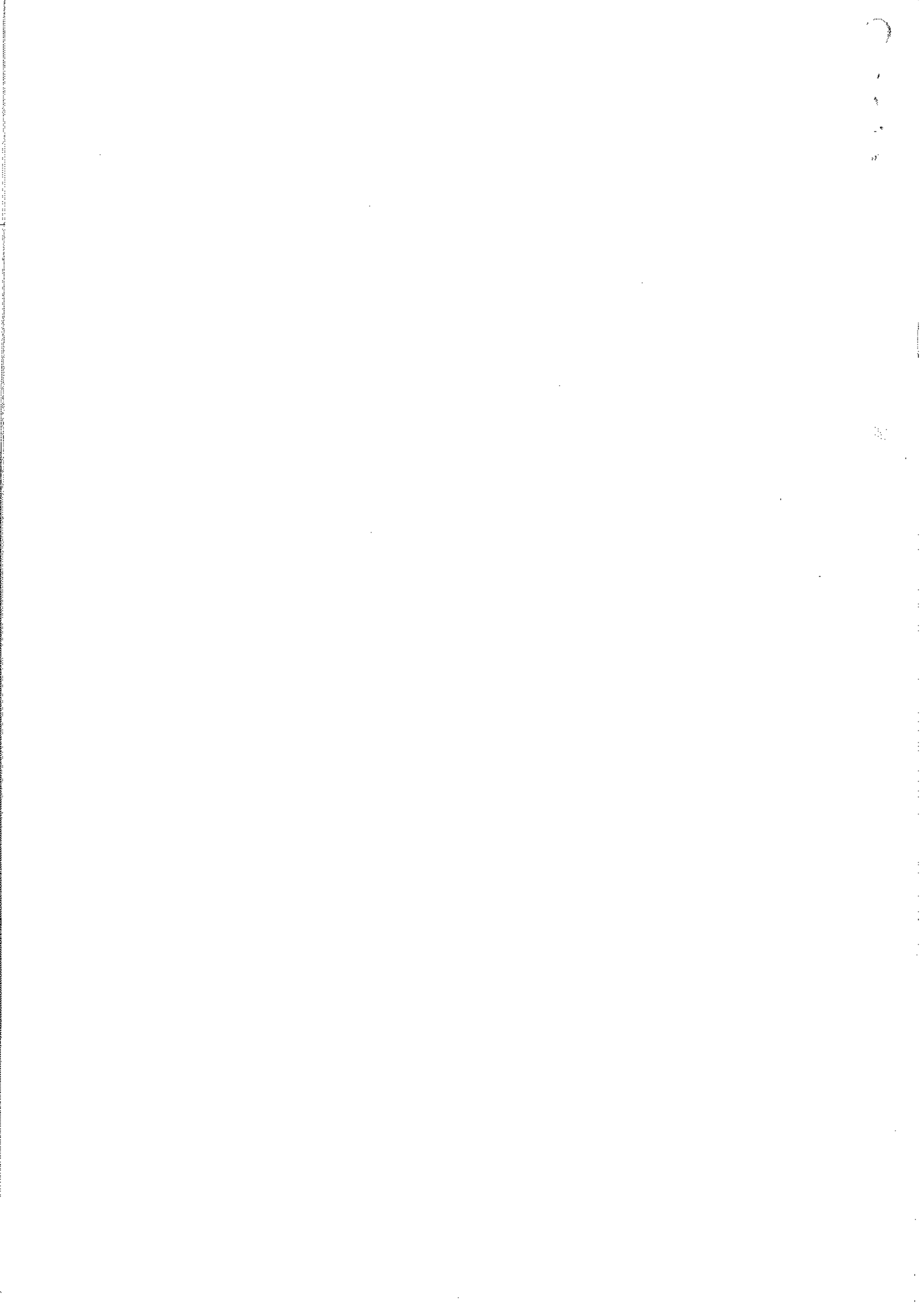
1.	Name of Work	To engage Non-Governmental Organization for Implementation of Resettlement Plan under Enhanced Connectivity & Sustainability in Bihar Road Project – Additional Financing ADB financed project for development of MDRs to Two Lane State Highways targeting Ten Districts. NGOs shall assist BSRDCL in implementation of resettlement plan in accordance to ADB's Safeguard Policy Statement (2009) and transferring government land in the name of the BSRDCL in an efficient and transparent manner & RFCTLARR Act, 2013, Rules and related Government Orders.
2.	Bid Security:	Bank Guarantee or Demand Draft for an amount of Rs 50,000/- (Rs Fifty Thousand only).
3.	Designation and Address of the Employer	Chief General Manager , Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014 (Bihar)
4.	Date of Issue of RFP	27.03.2025
5.	Period of downloading and Uploading Bid Documents by Bidder Website: www.eproc2.bihar.gov.in	28.03.2025 to 24.04.2025 up to 15.00 hrs.
6.	Date, Time & Place for Pre-Bid Meeting	15.04.2025 at 3.30 PM at BSRDCL HQ
7.	Last Date & Time for Uploading Bid by Bidder	24.04.2025 up to 15.00 hrs. www.eproc2.bihar.gov.in
8.	Last Date, Time & Place for Physical Submission of Bid Security/POA/JV agreement (if any) etc.	25.04.2025 till 12.00 hrs. at BSRDCL HQ (address as mentioned in Sl. No.3)
9.	Date, Time & Place for Opening of Technical Bid	25.04.2025 at 15.30 hrs. at BSRDCL HQ (address as mentioned in Sl. No.3) through www.eproc2.bihar.gov.in
11.	Date, Time & Place for Opening of Financial Bid	To be announced after evaluation of Technical Bids (on eproc2.bihar.gov.in)
12.	Bid Validity	180 Days
13.	Detailed RFP can be seen on www.bsrddcl.bihar.gov.in or www.eproc2.bihar.gov.in	


Chief General Manager,

Bihar State Road Development Corporation Ltd.,
RCD Central Mechanical Workshop Campus, Near
Patna Airport, Sheikhpura, Patna 800014 (Bihar)

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Note – (i) Dates mentioned at Sl. No. 09 to 11 are tentatively planned only, may be changed.

(ii) Clarification sought after the lapse of Standstill period shall not be entertained.

1. The interested Bidders who have experience in the execution of similar works and fulfilling technical and financial capabilities may obtain Request for Proposal document from- <https://eproc2.bihar.gov.in> only.
2. (a) Form fee (Cost of Bid Document) for the project under Para 7 of Rs. 2,000.00 (Rupee Two Thousand only) for work specified shall be paid online through online payment gateway. The

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complete document can be review/downloaded from <https://eproc2.bihar.gov.in> and can also be reviewed on official portal of BSRDCL i.e; <https://bsrdcl.bihar.gov.in>

- (b) Bid Security shall be in favour of **Bihar State Road Development Corporation Ltd.** in the form of a bank Guarantee issued by Nationalized Bank or a Scheduled Bank in India in the format at Appendix-II of Bid Document and having a validity period of not less than 180+28 days from the bid due date.
3. E-tendering processing fee, as applicable shall be paid online at the time of uploading the bid.
 4. The interested contracting firms shall also have to comply the requirement of registration, if applicable as per office memorandum no. F.No.6/18/2019-PPD dated 23rd July, 2020 issued by Public Procurement Division, Dept. of Expenditure, Ministry of Finance, Govt. of India, are only eligible.
 5. For participating in E-Bid process, the applicant shall have to get them registered to get user ID Password and digital Signature. This will enable them to access the website- www.eproc2.bihar.gov.in and download/participate in e-tender. Those who are not registered in e-tendering systems, they may contact "e-procurement-2 HELPDESK, Address: - M Junction Services Limited, RJ Complex, 2nd Floor, opposite of Vidyapeeth institute, Khajpura, Ashiana Road, P.S.- Shastri Nagar, Patna 800014, Bihar" (Toll Free No.-18005726571) for registration. The website also has user manuals with detailed guidelines on enrolment and participation in online bidding.
 6. The Bid document for the work can be downloaded from website- <https://eproc2.bihar.gov.in> where electronic Bid is provided.
 7. Bidders can access Bid documents on the website, fill them and submit the completed Bid document into Electronic Bid on the website itself. Bidders (Contractors) shall attach scanned copies (PDF, JPG) of all the required Bidding papers, i.e. Bank Draft & the certificates as required in Eligibility criteria.
 8. All the uploaded documents must have the signature of the bidder or their authorized signatories. The scanned copies should be of the original papers and certificates.
 9. The bidder is requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded if they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability, visibility of the scanned & uploaded file by them.
 10. The bidder is directed to zip their files using Win Zip or Win RAR software only. Other formats of zipping will not be accepted and will be rejected.
 11. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute submission.
 12. Corrigendum/Addendum/Corrections/Authority Response to the queries at pre bid meeting, if any, will be published on the e-proc2 website as well as on the BSRDC Ltd website- <https://bsrdcl.bihar.gov.in>
 13. The BSRDC Ltd. reserves the right to extend/cancel the tender (RFP) at any stage without assigning any reason thereof.
 14. Detailed IFB and other terms & conditions along with RFP document can be seen on <https://eproc2.bihar.gov.in> as well as on BSRDCL website after due date. For any Query, BSRDCL on Tel No-0612-2226711 may be contacted.



Chief General Manager,
Bihar State Road Development Corporation Ltd.,
RCD Central Mechanical Workshop Campus, Near
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Bihar State Road Development Corporation Limited

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REQUEST FOR PROPOSAL (RFP)

“REQUEST FOR PROPOSAL FROM NON-GOVERNMENTAL ORGANIZATION FOR IMPLEMENTATION OF RESETTLEMENT PLAN UNDER ADB FINANCED PROJECT ENHANCED CONNECTIVITY & SUSTAINABILITY IN BIHAR ROAD PROJECT – ADDITIONAL FINANCING FOR DEVELOPMENT OF MDRS TO TWO LANE STATE HIGHWAYS”

Issued on 27/03/2025

RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura Patna-800014
Phone No. 0612-2226711, e-mail-bsrdcltd@gmail.com, Web-www.bsrdcl.bihar.gov.in

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide prospective Applicants with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Applicant upon the statements contained in this RFP. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the selected Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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SECTION-1.
INSTRUCTION TO BIDDERS

1. Introduction:

- 1.1 The Client named in the **Data Sheet** intends to select NGO from those who has submitted their Bid, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 NGO/ are invited to Upload a Technical Proposal and a Financial Proposal on E-proc Portal i.e. <https://eproc2.bihar.gov.in.>, as specified in the Data Sheet, for Resettlement Plan Implementation in accordance to ADB's Safeguard Policy Statement (2009) & RFCTLARR Act, 2013, Rules and related Government Orders. Services required for the assignment named in the **Data Sheet**. The Proposal shall be the basis for contract negotiation and ultimately for signing the contract with the selected NGO.
- 1.3 Interested NGO who intends to bid for the assignment, are advised to 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, Bidder may visit to the Client's office before submitting a Proposal, and to attend a pre-bid meeting, as specified in the **Data Sheet**. Attending the pre-bid conference is optional. The NGO should contact the officials named in the **Data Sheet** to obtain additional information.
- 1.4 The Client shall provide the inputs specified in the **Data Sheet**, assist the bidder by providing credentials needed to carry out the services, and make available relevant project data and reports if required for carrying out the services.
- 1.5 Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost to the Assignment; and the Client is not bound to accept any of the proposals submitted.
- 1.6 It is expected that Bidders shall provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other
- 1.7 Without limitation on the generality of this rule, NGO shall not be selected under the circumstances set forth below:
Conflict between consulting activities and procurement of goods, works, or non-consulting services. A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its affiliates, shall be disqualified from bidding process resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. NGO 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 NGO.
- 1.8 It is the Bihar State Road Development Corporation Ltd. (BSRDCL) policy that NGO observe the highest standard of ethics during the selection and execution of Contract. In pursuance of this policy, BSRDCL:
- (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 BSRDCL, and includes collusive practices among NGO (prior to or after submission of

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proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BSRDCL of the benefits of free and open competition.

- (b) will reject a proposal for award, if it determines that the Bidder recommended for the award, has engaged in corrupt or fraudulent activities in competing for the Contract in question;
- (c) it will declare a NGO ineligible, either indefinitely or for a stated period of time, to be awarded a BSRDCL Contract, if it at any time determines that the NGO/Firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract; and
- (d) will have the right to include a clause in contract, requiring NGO to permit BSRDCL to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the BSRDCL.

NGO 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 (c). NGO shall make themselves 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 Document:

- 2.1 NGO may request a clarification of any of the clause 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 or electronic mail to the Client's address indicated in the **Data Sheet**. The Client will respond by paper mail or electronic mail and uploading the response on its website to such requests.
- 2.2 At any time before the submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be uploaded on E-proc Portal i.e. <https://eproc2.bihar.gov.in> and on www.bsrdcl.bihar.gov.in. Any addendum, if issued, shall be deemed to have been intimated once uploaded on website and shall be binding upon the participating Bidders. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal:

- 3.1 NGO are requested to submit the Technical Proposal online through Eproc2 proposal <https://eproc2.bihar.gov.in>. and in hard bound form (Physical Submission of Bid Security/POA/JV agreement) written in the language(s) specified in the **Data Sheet**. The Financial Proposal is to be submitted online only. ***In case of Financial Bid is reflected in Technical Bid, the Bid shall be rejected.*** The Physical Submission of Bid Security/POA/JV agreement (if any) etc. form must be in sealed envelope.
- 3.2 NGO shall submit Bid Security of amount as mentioned in the **Data Sheet** in the form of Bank Draft in the format attached in this RFP in Original.
- 3.3 The Bid Security Bank Guarantee shall be returned to the bidders after the end of Bid Validity Period, i.e; 180 days.
- 3.4 The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.
- 3.5 NGO shall submit the Financial Proposal inclusive of all taxes including Goods and Service Tax.
- 3.6 **NGO may apply for one or more Road Projects. Proposals for each road projects shall be submitted separately.**

4. Submission, Receipt, and Opening of Proposals:

- 4.1 The original Proposal (Technical 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 NGO itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the NGO initials all pages of the Proposal. The representative's



- authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 The NGO shall prepare the number of copies (In Hard and Soft Copy) indicated in the **Data Sheet**. If there are any discrepancies between the physical and the uploaded copies of the Proposal, the provision made in uploaded proposal shall govern.
 - 4.4 The physical copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**". This envelope shall bear the submission address and other information indicated in the **Data Sheet**.
 - 4.5 The Bid Security of required amount and in the prescribed format shall be submitted along with physical copy of the technical proposal.
 - 4.6 The **Data Sheet** indicates the period during which the NGO's proposal must remain valid after the proposal submission deadline
 - 4.7 The Proposal must be submitted online and delivered-at the submission address on or before the date and time stated in the **Data Sheet**. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
 - 4.8 After the deadline for submission of proposals the Technical Proposal shall be opened at the date and time stated in the **Data Sheet**. All submitted proposals are to be opened publicly.

5. Proposal Evaluation

General

Proposal will be evaluated on three stages: -

Stage-1: Responsiveness

Stage-2: Technical Evaluation

Stage-3: Financial Evaluation

- 5.1 **Criteria for Responsiveness of proposal:** Responsiveness of proposal will be checked on the basis of following.
 - (A) Methodology / Work Plan must be submitted with proposal.
 - (B) Details of work Experience certificate with value of services rendered. Certificate issued by Client/ Principal Employer must be submitted along with proposal.
 - (C) CV must contain photograph & Signature of the NGO, age proof certificate, Educational Qualification certificate & Experience certificate and all certificates must be countersigned by the Authorized representative.
 - (D) Proposal must be hard bound.
 - (E) Declaration of genuineness of proposal on stamp paper.

Evaluation of Technical Proposals

- 5.2 The evaluation Committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the **Terms of Reference (TOR) and the RFP**, applying the evaluation criteria, sub-criteria and point system specified in the **Data Sheet**. 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**.
- 5.3 From the time the bids are opened to the time the contract is awarded, if any NGO 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 NGO to influence the Client in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the NGO proposal.
- 5.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.5 After the evaluation of Technical Proposal is completed, the Client shall notify on its website www.bsrdcl.bihar.gov.in to those NGO whose Technical proposals did not meet the minimum qualifying requirement or were considered non-responsive to the requirement of RFP and Terms of Reference and simultaneously notify the NGOs who have secured the minimum qualifying mark, indicating the date and time of opening the Financial Proposals. The notification shall be uploaded

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on BSRDCL Website.

- 5.6 The Financial Proposals shall be opened in the presence of the Bidders who choose to attend. The name of the Bidder, 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. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to have been included in the prices of other activities or items, and no corrections will be made to the Financial Proposal. The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. The evaluation shall include those Local taxes, duties and consultancy services taxes imposed under the applicable law (and to be paid under the contract by the NGO unless the NGO is exempted).
- 5.8 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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**.
- 5.9 Combined Score $S = S_t \times T + S_f \times P$; The NGO achieving the highest rank based on combined technical & financial score, will be invited for negotiations.

6. Negotiations

- a. Negotiations will be held at the address indicated in the **Data Sheet**. The aim is to confirm the availability of NGO named in the Technical Proposal and reach agreement on all points and sign a contract.
- b. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan) The Client and NGO will then work out final bar charts indicating activities, periods in the field and in the home office, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" which shall form part of the contract. Special attention will be paid in clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- c. The financial negotiations will include a clarification (if any) of the NGO tax liability, 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 (no breakdown of fees) nor other proposed unit rates.
- d. The NGO shall confirm his availability for the assignment.
- e. The negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the NGO will initial the agreed contract. If negotiations fail, the Client will invite the NGO whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 After successful completion of contract negotiations, the Client shall issue Letter of Acceptance (LOA) to the selected bidder.
- 7.2 Following the acceptance of LOA, the NGO shall enter into an agreement with the Client in specified Format
- 7.3 After signing of the agreement Bid Security of all the bidders shall be returned.
- 7.4 The NGO is expected to commence the Assignment on the date specified in the **Data Sheet**.

8. Confidentiality:

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

9. Minimum Eligibility Criteria for the BIDDER

- 9.1 NGO must be registered as society or trust and also on the DARPAN portal of NITI Aayog and should have a valid unique ID with updated details. However, Organization can apply in consortium however the lead agency must meet the eligibility criteria on its own.
- 9.2 The organization must have at least 10 years of experience in knowledge management and capacity building in the field of Resettlement of displaced person, finding suitable economic investment options and help persons in regaining the losses of land and other productive assets due to displacement.
- 9.3 The organization or its consortium partners must have presence in the project landscape.
- 9.4 The organization should have an average turnover of not less than Rs.1 (One) crores in the last three financial years. (Organizations need to provide audited accounts and Auditor's Report).
- 9.5 The organization must have professionals having adequate experience and expertise in the domain knowledge of this assignment. (Detailed and duly verified CVs of such professionals should be provided).



DATA SHEET
Information to NGO

Reference Clause to ITC	Details
1.1	The name of the Client is: Bihar State Road Development Corporation Ltd., Patna. Method of selection is: Quality-and Cost-Based Selection (QCBS 80 : 20)
1.2	Proposal invited are: Technical and a Financial Proposals are requested: YES Assignment Name: Resettlement Plan Implementation and description of the Assignment are provided in the TOR.
1.3	A pre-bid will be held: The name, address and telephone/numbers of the Client's Official are: Chief General Manger, Bihar State Road Development Corporation Ltd. RCD Central Mechanical Workshop, Near Patna Airport, Sheikhpura, Patna-800014, Bihar Telephone : 0612-2226711
1.4	The Client will provide the following inputs: Technical Drawings & Resettlement Plan Letter of introduction as and when required
1.8	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 the next day of the date of pre- proposal Conference. The address for requesting clarifications is: Chief General Manager Bihar State Road Development Corporation Ltd. RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014 (Bihar) Ph.: 0612-2226711, Email: dgmproc.bsrdcl@gmail.com/bsrdcltd@gmail.com
3.1	Proposals should be submitted in the English language
3.2	Bid Security in form of Bank Guarantee or Demand Draft for an amount of Rs 50,000/- (Rs Fifty Thousand only).
4.3	The NGO shall prepare the One number of soft copy to be uploaded on E-proc and submit One Hard Copy.
4.4	The address for submission of Hard Copy: Chief General Manager Bihar State Road Development Corporation Ltd. RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014 (Bihar) Ph.: 0612-2226711
4.6	180 Days
4.7	For Online Submission: 27.03.2025 up to 15.00 hrs. Hard Copy Submission : 28.03.2025 till 12.00 hrs.
4.8	28.03.2025 at 15.30 hrs at BSRDCL HQ Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Sheikhpura, Patna-800014, Bihar Telephone : 0612-2226711

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5.2	The number of points to be given under each of the evaluation criteria are:		Points
	(i) Minimum Eligibility criteria for the NGO (As per clause no 8 of INFORMATION TO NGO)		12
	(ii) Specific experience of the NGO related to the Assignment /Similar Nature of Project (As per Form 3B of Section-3.		22
	(iii) Adequacy of the proposed work plan and methodology in responding to the TOR (As per Form 3D of Section-3		10
	(iv) Qualifications and competence of the key professional staff for the Assignment (As per Form 3E of Section-3		56
	Key professional staff		Marks
	(a) Team Leader		(12)
(b) Key Professional A (R&R Expert)		(11)	
(c) Key Professional B (Civil Engineer)		(11)	
(d) Key Professional C (Social Development Expert)		(11)	
(e) Key Professional D (Land Acquisition Expert)		(11)	
Total Points :			100

The weightage to be given for qualifications and competence of the key professional staff for the assignment are:(As per Clause No. I-3 of TOR)	
	Weightage (%)
(i) General qualifications	30
(ii) Adequacy for the project	60
(iii) Experience in region & language	10
Total :	100
The minimum technical score required to pass is : 80 Points	
5.3	The address to send information to the Client is: Chief General Manger, Bihar State Road Development Corporation Ltd. RCD Central Mechanical Workshop, Near Patna Airport, Sheikhpura, Patna-800014, Bihar Telephone : 0612-2226711
5.7	The formula for determining the financial scores is the following: [Sf = 100 x Fm/F, in which Sf is the financial score, Fm 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(a)	The address for negotiations is: Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Shekhpura, Patna-800014, Bihar Telephone : 0612-2226711
7.4	The Assignment is expected to commence in April 2025.

SECTION 2. TECHNICAL PROPOSAL - STANDARD FORMS

- 2A. Technical Proposal submission form.
- 2B. Firm's references.
- 2C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 2D. Description of the methodology and work plan for performing the assignment.
- 2E. Team composition and task assignments.
- 2F. Format of Curriculum Vitae of proposed key professional staff.
- 2G. Time schedule for professional personnel.
- 2H. Activity (work) schedule.

See

2A. 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:

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2B. 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. (Certificate with Values of Services from Employer regarding experience should be furnished)

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 Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):
Name of Associated NGO, if any:		No. of Months of Key professional staff, provided by Associated NGO:
Name of Senior Staff (Project Director/Coordinator, Team Leader etc.) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _

Signature of Authorized Representative with seal: - _____



2C. Comments and Suggestions of NGO 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:

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2D. Description of the Methodology and Work Plan for Performing the Assignment

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2E. 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(Maximum age of Key professional should not be greater than 65 years on date of submission of proposal.)

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

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Date of Birth: _(Please furnish proof of age)

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. (Please furnish proof of educational qualification) 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]



Signature of staff member	Authorized Representative	Firm	Day/Month/Year

Full name of staff member : _____

Full name of authorized representative : _____

Note: Each page of the CV should be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies without signature of the two will not be considered for evaluation.

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2G. 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					
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 : _____

2H. Activity (Work) Schedule

A. Field Investigation and Study Items:

Month wise 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	-	-

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B. Completion and Submission of Reports	
Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report	
(a) First Status Report	

(b) (c)	Second Status Report Monthly Progress Report	
3.	Draft Report	
4.	Final Report	

* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

See

SECTION 3. FINANCIAL PROPOSAL - STANDARD FORMS

- 3A. Financial Proposal submission form.
- 3B. Summary of costs.
- 3C. Breakdown of price per activity.
- 3D. Breakdown of remuneration per activity.
- 3E. Reimbursable per activity.
- 3F. Miscellaneous expenses.

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3A. Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of NGO' Services forFin
ancial 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 Inclusive of the all 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,

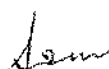
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:



3B. Summary of Costs

Sl. No.	Name of Activity	Costs	Currency (INR)	Amounts	
				In Figures	In Words
1.	Different activities proposed to be carried out by the NGO based on the TOR. (To be given Separately)				
Sub Total -I					
2.	Local Taxes and Duties@ Taxes payable in India				
3.	Consultancy GST payable in India				
Sub Total -II (Total Tax, 2+3))					
Total Amount of Financial Proposal					

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3C. Breakdown Of Price
[ACTIVITY WISE]

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

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3D. Breakdown Of Remuneration

[ACTIVITY WISE]

Sl. No.	Names	Position	Input*	Remuneration		Amount
				Currency	Rate	
	Key-personal					
	Non Key-personal					
	Grand Total					

* Staff months, or days as appropriate. (Attach separate sheet for detailed numeration as per staffing schedule).

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3E. Reimbursable (Attach detail)

[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					

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3F. Miscellaneous Expenses (Attach detail)

[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: Computers, Printers etc.				
4.	Software:				
	Grand Total				

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**TERMS OF REFERENCE FOR THE RESETTLEMENT PLAN IMPLEMENTATION
NONGOVERNMENT ORGANIZATION**

A. Project Background

The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is presently implementing Enhancing Connectivity and Sustainability in Bihar Roads Project under Asian Development Bank (ADB) assistance to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. BSRDCL is planning for Upgradation of following Roads:

Sl. No.	Name of the Road	Length	Districts Covered	Land to be Acquired	Total No. of Structure affected	No. of House hold affected	Common Property Resource	No. Of Villages	Overall Implementation Period of
1	Banganga-Jethian-Gehaur-Bhindus	41.282 kms.	Nalanda, Nawada and Gaya	22.2016	466	931	19	33	27 Months
2	Ara-Ekauna-Khaira-Sahar Road	32.263 kms.	Bhojpur	0.1183	377	374	63	23	27 Months
3	High-Level Bridge on Bagmati River (Bund to Bund Bridge/Elevated Road) & road on Garha (at NH-57) - Hathouri - Atrar - Babhangawan - Aurai Road	21.300	Muzaffarpur	13.7427	598	1160	21	30	36 Months
4	Chhapra-Manjhi-Darauli-Guthani Road	72.183 Kms.	Saran and Siwan	9.9694	1374	1874	66	63	36 Months
5	Dhouraiya-English More- Asarganj road	58.473 kms.	Banka, Munger and Bhagalpur	19.1339	669	998	81	53	36 months

The project construction would necessitate clearance of road and displacement and loss of assets, livelihood and community property resources. The displaced households include titleholders losing land and structures and non-titleholders losing assets.

B. Objectives of the Assignment

1. The RP implementing agency shall be responsible for assisting BSRDC in facilitating and Resettlement Plan (RP) implementation and assistance in getting the Government land transferred in name of BSRDC in an efficient and transparent manner for the project road. The implementation shall follow The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and the ADB's Safeguard Policy Statement 2009.
2. The overall tasks of the RP implementing agency are to:
 - (i) Coordinate the entire process from start to finish for disseminating assistance to relevant DPs;
 - (ii) Coordinate with, and provide support, where needed, to Revenue officials and other relevant line agencies in expediting the land acquisition and resettlement process;
 - (iii) Implement livelihood and income restoration program;
 - (iv) Disseminate project information to DPs in an ongoing manner;

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- (v) Assist the DPs in redressing their grievances (through the grievance redress committee set up for the project);
- (vi) Conduct awareness program for HIV/AIDs, health and hygiene, and human trafficking in affected villages;
- (vii) Conduct awareness on Road Safety aspect and train the stakeholders with regard to road safety as required/directed by the Project Management and Construction Supervision NGO (CSC) of the Project.
- (viii) Collect data and submit progress reports on a monthly and quarterly basis for BSRDC to monitor the progress of RP implementation; and
- (ix) Any other tasks as assigned by BSRDC.

According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement

- Category A: Significant means 200 or more affected people will experience major impacts, which are defined as
 - (i) being physically displaced from housing, or
 - (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement
- Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement
- Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

C. Scope of Work

3. The principal responsibilities of the RP implementing agency will include, but not limited to the following:
 1. **Administrative Responsibilities of the RP Implementing Agency**
4. The RP implementing agency will work under the direction of the Deputy General Manager (Tech.) or any person authorized by the him. RP implementing agency shall assist BSRDC in carrying out the implementation of the RP for the project road.
5. The RP implementing agency shall assist BSRDC in conducting all public meetings, information campaigns at the commencement and during implementation the road safety information as per the direction of Road Safety Expert of CSC/Project Management and Authority Engineer of the project and give full information to the affected villages. This includes translating the summarized RP into local language in a form of a Project Information Brochure for disclosure and dissemination to DPs.
6. The RP implementing agency shall submit monthly, quarterly, semi-annual and Yearly progress report to BSRDC. The report should cover implementation issues, grievances and summary of consultations
7. The RP implementing agency shall assist BSRDC in convening the GRC and keep the records of GRC at PIU and State level.
8. Assist BSRDC in the management of the database of the DPs, and at the end of the assignment, ensure proper handover of all data and information to BSRDC.

2. Responsibilities for Implementation of the RP

9. The agency shall verify the information already contained in the RP and the individual losses of the relevant DPs. They should validate the data provided in the RP and make suitable changes if required and wherever changes are made it should be supported by documentary evidence. The RP implementing agency shall establish rapport with all DPs, consult and provide information to them about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible DPs. The identity card should include a photograph of the DP, the extent of loss suffered due to the project, and the choice of the DP with regard to the mode of compensation and assistance.
10. The RP implementing agency shall develop rapport between the DPs and the Project Authority. This will be achieved through regular meetings with both the PIU and the DPs. Meetings with the PIU will be held at least fortnightly, and meetings with the DPs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the RP implementing agency.
11. The RP implementing agency shall display the list of eligible DPs in prominent public places like villages, Panchayat Offices, Block headquarters, and the District Headquarters.
12. During the verification of the eligible DPs, the RP implementing agency shall ensure that each of the DPs are contacted and consulted either in groups or individually. The agency shall specially ensure consultation with women from the DP families especially women headed households.
13. Participatory methods should be adopted in assessing the needs of the DPs, especially with regard to the vulnerable groups of DPs. The methods of contact may include village level meetings, gender participation through group's interactions, and Individual meetings and interactions.
14. The RP implementing agency shall explain to the DPs 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.
15. The RP implementing agency shall disseminate information to the DPs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.
16. In all of these, the RP implementing agency shall consider women as a special focus group, and deal with them with care and sympathy.
17. The RP implementing agency shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift. In close consultation with the DPs, the RP implementing agency shall inform PIU about the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements.
18. The RP implementing agency shall assist the DPs in opening bank accounts explaining the implications, the rules and the obligations of a bank account and how s/he can access the resources s/he is entitled to. The RP implementing agency shall recommend methods of disbursement for assistance to BSRDC for approval. The disbursement method should be transparent, efficient and meets government audit requirements.
19. The RP implementing agency shall prepare a micro plan based on its verification and socio-economic survey and implement the livelihood restoration program for those DPs who qualify for the same. The RP implementing agency shall coordinate with relevant organization or mobilize its own short-term

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experts in carrying out the training activities.

20. The RP implementing agency shall ensure proper utilization of the R&R budget available for the subproject. The RP implementing agency shall counsel the DPs in finding suitable economic investment options and help them in regaining the losses of land and other productive assets.
21. Accompanying and representing the DPs at the Grievance Committee Meetings
22. The RP implementing agency shall nominate a suitable person (from the staff of the RP implementing agency) to be a member of the GRCs. The RP implementing agency shall make the DPs aware of the existence of grievance redressal committees (GRCs).
23. The RP implementing agency shall help the DPs in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.
24. RP implementing agency/It shall submit a draft resolution with respect to the particular grievance of the DP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the RP implementing agency representative in the GRC.
25. To accompany the DPs to the GRC meeting on the decided date, help the DP to express his/her grievance in a formal manner if requested by the GRC and again inform the DPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC.

3. Carry out Public Consultation

26. In addition to counseling and providing information to DPs, the RP implementing agency will carry out periodic and ongoing consultation with DPs and other stakeholders.
27. Assisting the PIU with the Project's Social Responsibilities
28. The RP implementing agency shall assist the BSRDC to implement Road safety awareness, HIV/AIDS awareness measures, basic health and hygiene and trafficking. The RP implementing agency shall coordinate with Project Management and Authority Engineer and relevant organization or mobilize its own short-term experts in carrying out the activities.

4. Monitoring and Reporting

29. The RP implementing agency involved in the implementation of the RP will be required to supply all information, documents to the external monitor.

D. Documentation and Reporting by RP Implementation Agency

30. The RP implementing agency shall submit all of the following reports, brochures and outputs in a format approved by BSRDC.
 - (i) **Inception Report.** To be submitted within two weeks of mobilization which includes work plan for the whole contract period, staffing and personnel deployment plan, and a withdrawal plan at the end of the period of contract.
 - (ii) **Project Information Brochure.** Summarize the RP, translate summary and produce Project Information Brochure in local language within 1 month of mobilization. For distribution to all affected households.
 - (iii) **Micro Plans For Relevant Non-Titleholders.** Includes issuance of ID cards and other documents. To be completed at an agreed time with BSRDC.
 - (iv) **Monthly Progress Reports.** To be submitted to BSRDC at the end of each month. Shall include

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- weekly progress and work charts as against the scheduled timeframe of RP implementation.
- (v) **Quarterly Progress Reports.** To be submitted to BSRDC at the end of each quarter. Shall include progress on implementation, livelihood restoration program, GRC, HIV/AIDS awareness program, issues and challenges, and etc.
 - (vi) **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 DPs.
 - (vii) All other reports/documentation as described in these terms of reference.
 - (viii) Record minutes of all meetings.

E. Staffing Schedule

31. The table below details the required staffing structure for the assignment. Key personnel will be evaluated during the proposal evaluation stage. The RP implementing agency is required to submit CVs for the key personnel positions. Non-key personnel will not be evaluated during proposal stage. At least one woman should be included as Field Support Staff.

1. Required Experts

No.	Particulars	No. Positions	Estimated Person-months	
			For Projects having overall implementation period of 36 Months	For Projects having overall implementation period of 27 Months
	Key Personnel			
1.	Team Leader	1	18 (intermittent over 36 months)	14 (intermittent over 27 months)
2.	Key Professional (A) R&R Expert	2 (one for each revenue district)	24 (intermittent over 36 months)	18 (intermittent over 27 months)
3.	Key Professional (B) Civil Engineer	2 (one for each revenue district)	6 (intermittent over 36 months)	5 (intermittent over 27 months)
4.	Key Professional (C) Social Development Expert	2 (one for each revenue district)	24 (intermittent over 36 months)	18 (intermittent over 27 months)
5.	Key Professional (D) Land Acquisition Expert	2 (one for each revenue district)	18 (intermittent over 36 months)	14 (intermittent over 27 months)
	Non-key Personnel			
6.	Field Support Staff	4 (two for each revenue district)	24 (intermittent over 36 months)	18 (intermittent over 27 months)
7.	MIS Expert	1	24 (intermittent over 36 months)	18 (intermittent over 27 months)
8.	Support Staff Amin, Chain-man and field staff	6 (one each for each revenue district)	12 (intermittent over 36 months)	9 (intermittent over 27 months)
	Total	20	150	114

32. All staff should be mobilized within 7 days of notice from the DGM (Tech), PIUs.

2. Key Indicative Tasks per Position

33. The position-based tasks specified for each of the positions is mentioned below. The tasks are indicative and the RP implementing agency needs to propose its own working arrangement as a team based on the overall requirements in the TOR.

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No.	Particulars	
1	Team Leader	Provide overall technical and operational management of RP implementing agency team. Act as main counterpart when communicating with BSRDC and relevant government agencies. Draft work plan and ensure work plan is followed. Ensure deliverables and activities are completed in a timely and transparent fashion. Review documentation and reports to verify accuracy.
2	Key Professional (A) R&R Expert	Responsible for assigned section of alignment Provide guidance to Field Staff and verify information collected. Ensure deliverables and activities are completed in a timely and transparent fashion. Provide support to Grievance Redressal Mechanism
3	Key Professional (B) Civil Engineer	Responsible for assigned section of alignment. Valuation of assets of DPs. Responsible collecting field level information. Undertake continued information disclosure and consultation.
4.	Key Professional (C) Social Development Expert	Responsible for community development and community awareness related assignment. Road Safety and Highway users' psychology understanding. Responsible collecting field level information. Undertake continued information disclosure and consultation.
5.	Key Professional (D) Land Acquisition Expert	Responsible for land acquisition related matter and co-ordination with revenue department of the district. Preparation of compensation with LA office and facilitating distribution of compensation. Preparation/distribution of assistance amount.
6.	Field Support Staff	Responsible for working on field with DPs.
6.	MIS Officer	Perform all computer/database related needs for the assignment.

3. Qualification & Experience

34. Qualification and experience requirements for experts are listed below.

Staff	Qualification & Experience
Team Leader	<ul style="list-style-type: none"> • Minimum: Post graduate degree in social science or Sociology/ Economics/ Master in Social Work/ Masters in Rural Development, Bachelors of law shall be added qualification. • 10 years of minimum professional experience in R&R implementation. • 5 years of minimum relevant experience with 3 (three) linear project experience in implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013

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Key Professional (A) R&R Expert	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in Social Science (Sociology/Social work/Anthropology/Geography/Economics). Post graduate degree in social science is preferred. • 10 years of minimum professional experience • 5 years of minimum relevant experience in at least 3 linear project implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.
Key Professional (B) Civil Engineer	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in Civil Engineering. 3 years of minimum professional experience with experience in valuation of land asset/building, preparation of estimate. Knowledge of LA act is essential particularly the estimate preparation. • Previous experience in working rural communities required. Proficiency in local language is required.
Key Professional (C) Social Development Expert	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in Social Science (Sociology/Social work/Anthropology/Geography/Economics). Post graduate degree in social science is preferred • 10 years of minimum professional experience. 5 years of minimum relevant experience in at least 3 linear projects in community development and community awareness projects. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.
Key Professional (D) Land Acquisition Expert	<ul style="list-style-type: none"> • Land Acquisition Expert Should be at least a graduate. She/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.
Field Support Staff	<ul style="list-style-type: none"> • The field support professionals should be graduate or equivalent in social sciences. Knowledge of local language and experience of working in the region is essential.
MIS Officer	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in computer application or related fields. • 3 years of minimum professional experience • Proficient in operating computer and Microsoft Word, and Excel. Ability to design and manage database. Proficient in English and local language.

4. Condition of Services

35. The RP implementing agency shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the RP implementing agency shall be to ensure that each and every eligible DP receives appropriate and due entitlement (within the Entitlement Framework) and that, at the end of the project R&R services, the eligible DPs have improved (or at least restored) their previous standard of living. Additionally, the RP implementing agency shall help the BSRDC in all other matters deemed to be required to implement the RP in its spirit and entirely including activities involving some financial implications.
36. 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 BSRDC. No information gathered or generated during and in carrying out this assignment shall be disclosed by the RP implementing agency without explicit permission of the BSRDC.

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5. Data, Services and Facilities to be provided by BSRDC

37. The BSRDC will provide to the RP implementing agency the copies of all relevant documents required for the agency to undertake its work. Documents will include the DPs' Census, the RP, and technical drawings. The BSRDC will assist the RP implementing agency in collaborating with the Supervision NGOs. All facilities required in the performance of the assignment, including office space, office stationery, transportation and accommodation for staff of the RP implementing agency, etc., shall be arranged by the RP implementing agency.

6. Payment Schedule:

38. The following payment milestone is proposed for making the payment to the RP implementing agency. The payment will be made subject to the submission of a certificate from the BSRDC that the targets have been achieved in a satisfactory manner.

Sl. No.	Indicative Payment	Break up of Payment (% of Contract Value)
1	On submission and approval of the Inception Report and Physical Verification and documents submission of Manpower and proof of hiring of Office at Project Site.	2%
2	Demarcation of Corridor of Impact	5%
3	Identification, verification of Displaced Person and initial consultation including Grievance Redressal Mechanism Meeting.	5%
4	Assistance to PIU for Preparation of documents for Land Acquisition of Title Holders.	10%
5	Submission and Acceptance of Revised Resettlement Plan	3%
6	Liaison with District Land Acquisition Office for Publication under Sec – 11(1) of LA Act	5%
7	Submission and approval of the Micro Plans of Displaced Persons under Non-Title Holders Category	10%
8	Public Consultation for Publication of Notice under Sec-19 (1) of LA Act.	5%
9	Payment to Displaced Persons under NTH category as per Micro Plan.	15%
10	Preparation of Compensation Sheet for Land Acquisition of Title Holders.	7.5%
11	Awareness and training to people of Project Affected Area regarding Road Safety, Gender Awareness & Awareness towards Health & Hygiene and Various Government programs for the Welfare of the People.	5%
12	Assistance to PIUs for Livelihood Restoration Activity including Resettlement & Training.	10%
13	On Declaration of Award under Section 37 (1) of LA Act.	7.5%
14	On submission and approval of the Final Completion Report	10%
	Total	100%

39. For livelihood restoration Road Safety awareness and HIV/AIDS awareness component, BSRDC will provide additional funding specific for those activities. RP implementing agency will submit cost proposal to BSRDC for approval prior to implementation of specific component. RP implementing

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agency will be reimbursed based on actual costs.

40. 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 agency on production of documents. The insurance cost will be separate of the total project cost; the client shall be billed for this.

DURATION OF ASSIGNMENT

Sl. No.	Name of the Road	Length	Overall Implementation Period of
1	Banganga-Jethian-Gehlaur-Bhindus	41.282 kms.	From the Date of Commencement to Completion of Milestones (Max: 27 Months)
2	Ara-Ekauna-Khaira-Sahar Road	32.263 kms.	From the Date of Commencement to Completion of Milestones (Max: 27 Months)
3	High-Level Bridge on Bagmati River (Bund to Bund Bridge/Elevated Road) & road on Garha (at NH-57) – Hathouri – Atrar -Babhangawan - Aurai Road	21.300	From the Date of Commencement to Completion of Milestones (Max: 36 Months)
4	Chhapra-Manjhi-Darauli-Guthani Road	72.183 Kms.	From the Date of Commencement to Completion of Milestones (Max: 36 Months)
5	Dhouraiya-English More- Asarganj Road	58.473 kms.	From the Date of Commencement to Completion of Milestones (Max: 36 Months)

PROPOSAL SUBMISSION

- Submission of project proposals, inclusive of a budget and timeline, should be completed and sent to: **Chief General Manager, Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014, Bihar.**
- The proposal that complies with all the requirements achieves qualifying marks in technical evaluation criteria and offers the best value for money shall be considered for final selection and award of contractual work. Proposals that do not meet the requirements shall be rejected.
- Please be advised that BSRDCL is not bound to accept any proposal, award a contract, or be responsible for any costs associated with preparation and submission of the proposal, regardless of the outcome or the manner of conducting the selection process.
- Applicants will be selected based on the proposals. Shortlisted applicants will be called for making a presentation on their implementation plan.
- The decision on final selection will be taken by the Bid Evaluation Committee of BSRDCL for this purpose.

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PROPOSAL FORMAT

Section 1: Project Rationale and Approach

- 1.1. Project Summary
- 1.2. Organizational Background and Capacity to Implement the Project
- 1.3. Project Objectives and Expected Results
- 1.4. Description of Project Activities
- 1.5. Implementation Plan and Timeframe

Section 2: Project Budget

- 2.1 Financial Details of the Organization
- 2.2 Detailed Budget (Separate File Password Protected)

Project Proposal Guidelines

General Requirements

1. The Project Proposal should include:
 - a. A standard cover sheet.
 - b. One-page table of contents.
 - c. Proposal should not exceed 30 pages of text (including any charts or diagrams).
 - d. The proposal should be submitted in typed form in English.
2. Additional attachments may be submitted, including documents certifying the status of the organization, endorsements of the proposed project or other indicators of participation and support from other institutions, and evidence of community support and participation. (Refer to Annexure I for all supporting documents required with the proposal)
3. Please ensure that the project proposal and all attachments are legible. All supporting documents (attachments) should also have the name of the NGO on them.
4. Submit one original copy of the proposal (soft and hard copy) to the Chief General Manager, Bihar State Road Development Corporation Ltd.

Preparing Your Proposal

In preparing a project proposal, please follow the major points in Annexure II (Sections I, II). Ensure that all bullet points included in the outline are addressed, as these cover the major issues which the BSRDCL will consider in reviewing the proposal. It is suggested that the proposal does not exceed the total number of pages stipulated i.e. 30 pages of text (including any charts or diagrams).

- I. Table of Contents
The table of contents should be prepared in a logical and consistent manner and following the format presented.
- II. Cover Page
The cover page provides an important summary of the project. The cover page should indicate the duration and start date of the project, contact details of the details, total budget requested from SGP etc.
- III. Proposal
The proposal includes the following main sections: Project Rationale and Approach (Section A), and Project Budget (Section B).
- IV. Selection Criteria
Criteria for the Assessment of proposal and award of contract will be as follows:
 - Organization Experience- 25%
 - Experience of proposed team -25%



- Technical Proposal - 30%
- Organizations scoring 80% marks in the technical criteria will be shortlisted for review by the Bid Evaluation Committee.
- Before the Financial Proposals are opened by the BSRDCL, the BEC will examine the shortlisted NGOs, for further shortlisting, if necessary. (A Bid Evaluation Committee has been constituted under the Chairmanship of Chief General Manager, BSRDCL)
- Financial Proposal – 20%

ANNEXURE I: LIST OF SUPPORTING DOCUMENTS

1. Registration Certificate of the Organization
2. Darpan Portal Registration Certificate
- List of projects undertaken in knowledge management and capacity building in the field of Resettlement and Rehabilitation, road safety, HIV/AIDS, basic health and hygiene, and trafficking and suitable economic investment options in the last 5 years. Please attach project completion certificates from the clients.
3. IT returns for the FY 2021-22, 2022-23 and 2023-24 (mandatory)
4. FCRA (if applicable) for the FY 2021-22, 2022-23 and 2023-24
5. Audited accounts including
 - a. Balance Sheet
 - b. Income and Expenditure
 - c. Schedules
 - d. Notes of Accounts
 - e. Auditor's Report for the FY 2021-22, 2022-23 and 2023-24 to be submitted.
6. Annual Report for FY 2023-24
7. Proof of experience in the focus state/ district to be submitted.
8. Proof of funding generated in the last financial year to be submitted.
9. Detailed and duly verified CVs of professionals (Proposed Project Team) to be provided as per the format given in Annexure II.
10. A self-declaration that the organization has full acceptance of the BSRDCL General Terms and Conditions (GTC). Format given in Annexure III.
11. An Undertaking by the organization that it has not been debarred by any Department or Undertakings of any State Government at any point of time and affirming that no donations will be raised through the project for political or religious activities or programmes. Format given in Annexure IV.
12. 80G Certificate
13. 12A Certificate
14. Complete contact details of three references including name, designation, organization, mobile number and email-id.

(Kindly provide all the above documents in the sequence as mentioned above)

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ANNEXURE II: OUTLINE OF THE PROPOSAL

SECTION 1: APPROACH AND METHODOLOGY

This section provides the rationale as well as the proposed approach to undertake the activities envisaged under this assignment.

1.1 PROJECT SUMMARY

The Project Summary should describe the organizational experience and key approach and methodology to take up the assignment.

1.2 ORGANIZATIONAL BACKGROUND AND CAPACITY TO IMPLEMENT THE PROJECT

This section should demonstrate that the proposing organization has the experience, capacity, and commitment to successfully take up the assignment. The issues to be covered in this section include:

- 1.2.1 Nature of the proposing organization – is it an informal group of interested parties, a community-based organization (CBO), national or sub-national NGO, research or training institution.
- 1.2.2 Purpose and core activities of the proposing organization/group
- 1.2.3 Organizational approach for undertaking the activities listed above, i.e., how does the organization or group intend to deliver the outputs?
- 1.2.4 Length of existence and project management experience if any
- 1.2.5 Organizational structure, governance, and administrative framework: provide the number of paid staff members if it is a well constituted organization.
- 1.2.6 If relevant, state membership and affiliation to associations or umbrella groupings
- 1.2.7 Provide an indication of the legal status. If none, provide an elaboration of its nature of existence.
- 1.2.8 If the organization has undertaken any similar assignment, please describe how that experience is going to help/support in undertaking the R&R Work.

1.3 PROCESS AND RESULTS FRAMEWORK

This section can be laid out in a matrix form and should contain a clear and specific statement of what the proposed activities will accomplish. Preferably this should follow a logical framework. Among the issues to address include:

- 1.3.1 The full description of the methodologies to be adopted to undertake the assignment. The approach should indicate the importance of ADB Safeguard Policy 2009 in terms of contributing to its overall and or specific focal area objective(s). It should also reflect the relationship of the project to other relevant programmes such as local, district or national government programmes, multilateral and bilateral aid agency projects, and other community based, CSO, and/or private sector activities. This will ensure that the knowledge management activity is not a standalone activity rather a participatory approach. The section should also highlight what will be the approach to rehabilitate different stakeholders.

1.4 DESCRIPTION OF PROJECT ACTIVITIES

This section, to be included in a logical framework, should describe what will actually be done to produce the expected results and accomplish the project's objectives. There should be a clear and direct linkage between the activities and the expected results or outcomes. (The proponent must ensure that the activities are a means to achieving the results). In describing the activities, an indication should be made regarding the organizations and individuals involved in or benefiting from the activity.

1.5 IMPLEMENTATION PLAN AND TIME FRAME

This section may be presented in graphical (table) form and can be attached as an annex. It should indicate the **sequence of all major activities and deliverable milestones**, including targeted beginning and ending dates for each step. Provide as much detail as possible at this stage. The Implementation Plan should show

a logical flow of steps, indicating that all the things that must happen have been carefully thought through from the current to the end of the project situation. Please include in the Implementation Plan the required reports, project reviews and evaluation activities.

1.6 GENDER MAINSTREAMING

Please describe how the documentation/outreach work takes into consideration the importance of gender mainstreaming (with a focus on the needs of women), and how this would be reflected in the results and benefits of the project.

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V. TABLE 1: ACTIVITY PLANNING

Brief Description of the General Objective of the Project:														
Brief Description of Specific Objective No 1:														
List the activities necessary to fulfill this objective. Indicate who is responsible for each activity and an indicator of activity accomplishment.									Duration of Activity in Quarters					
Activity	Responsible Party	Indicator	Year 1				Year 2				Year 3			
			Q 1	Q 2	Q 3	Q 4	Q 5	Q 6	Q 7	Q 8	Q 9	Q 10	Q 11	Q 12
1														
2														
3														
4														
5														

SECTION 2: FINANCIAL DETAILS

The Project Budget is an important part of every project proposal and must be completed prior to consideration of a proposed project for funding. The budget information shall become part of the binding Agreement between the BSRDCL and the proposing organization.

The development and management of a realistic budget is an important part of developing and implementing a successful R&R project. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact of the project. In keeping with the role of as a support mechanism for community-level initiatives, every effort should be made to keep financial management requirements as straightforward and non-burdensome as possible. The following important principles should be kept in mind in preparing a project budget:

- Include only costs which directly relate to efficiently carrying out the activities and producing the objectives which are set forth in the proposal.
- The budget should be realistic. Find out what planned activities will actually cost, and do not assume that you will be able to make do for less.
- The budget should include all costs associated with managing and administering the project. In particular, include the cost of monitoring and evaluation.
- Funds should be spent according to the agreed budget.
- All relevant, financial records should be made available. These may be independently audited and may become public information.
- The budget line items are general categories intended to assist in thinking through where money will be spent. If a planned expenditure does not appear to fit in any of the standard line-item categories, list the item under other costs, and specify where the money is to be used for.

2.1 PROJECTED EXPENDITURES

This section will detail expenditure categories and how the funds will be dispensed over the project period. The anticipated expenditures in the project must be captured as below with clear line items.

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VI. TABLE 2: BUDGET (INR)

S. No.	Expenditure Category	Unit Cost	No of Units	Total Budget (INR)
1	Personnel cost			
2	Travel			
3	Contingency/Overheads			
4	Agency Charge			
	Total			

(Please mention the total budget requested in words)

Note: Shortlisted Applicants is required to provide detailed break-up of each budget head. The Financial Bid should be shared separately. Financial Bid of only those Organizations who qualifies in the technical bid shall be opened.

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**Annexure II, Form 1: Curriculum Vitae of Team Members (One page CV
for each team member)**

VII. FORMAT

1. Name:
2. Proposed Position:
3. Name of Organization:
4. Date of Birth:
5. Nationality:
6. Education (From Highest to Lowest):

Name of Degree	Year	Name of University/ Institute

7. Employment Record: (From Descending to Ascending Order):

Firm/Organisation	Designation	From	Till

8. Projects undertaken

Name of Project	Role in the project	Duration (From – Till)	Organisation Name	Details of the Assignment	Value of the Project (in INR)

9. Membership of Professional Associations:

10. Trainings:
11. Certifications:
12. Languages

I, the undersigned, certify that this CV correctly describes my qualifications, and my experience.

Date: _____

VIII. SIGNATURE OF STAFF MEMBER
DAY/MONTH/YEAR

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ANNEXURE-III

General Terms and Conditions


1. The Applicant Organization/Agency is expected to examine all instructions, forms, terms & conditions, and Statement of Work in the RFP documents carefully.
2. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Proposals pursuant to this RFP.
3. The proposals prepared by the Applicant Organization/Agency and all correspondence and documents relating to the proposals exchanged by the Agency and the NHI, shall be written in the English language.
4. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
5. The proposal should contain all the documentary evidence to substantiate the claim for pre-qualification criteria.
6. Failure to furnish all information required or submission of any relevant proof in accordance with the RFP requirements may result in the rejection of the RFP.
7. Each team member proposed for this assignment is required to give an undertaking that he/she is available to undertake the tasks allocated to him/her in the technical proposal. Each CV should be signed by the key personnel confirming that the information given in the CV is correct.
8. The Applicant Organization/Agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSRDCL (the Authority), or any other costs incurred in connection with or relating to its Proposal. BSRDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant Organization in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. BSRDCL may update, amend, or supplement the information, assessment or assumption contained in this RFP.
10. BSRDCL shall not be responsible for non-receipt / non-delivery of the RFP due to any reason whatsoever.
11. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicant organization/consulting agency or any other person.
12. BSRDCL has all the rights to change/rescind/cancel the tender at any stage before award of the contract to any applicant organization without any explanation.
13. Approach and Methodology- Applicant Organization/Agency should provide a write up on the framework for performing the assignment, methodology for carrying out the activities and obtaining the expected outputs. Provide a suggested work plan, timetable, and indicate the sequence of all major activities including targeted dates for each step.
14. The issue of this RFP does not imply that the BSRDCL is bound to select an Applicant Organization or to appoint the selected organization, as the case may be, for the consulting assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
15. BSRDCL will adopt a Quality and Cost Based Selection (QCBS) process (collectively known as "Selection Process") for evaluating the Proposals comprising technical and financial proposals to be submitted.
16. The total score is calculated by giving weights to the technical (80) and financial scores (20).
17. The Signatory of the Proposal should be the duly Authorized Representative of the Applicant Organization/ Agency, for which a certificate of authority will be submitted. All certificates and documents including any clarifications and any subsequent correspondence received



- hereby, shall be furnished, and signed by the Authorized Signatory. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Consulting Agency shall be annexed to the Proposal.
18. The Applicant Organization/Agency should provide complete and accurate contact details in the Proposal.
 19. Source of Instructions: The Applicant Organization/Agency shall report to the Project Implementation Unit of BSRDCL for different activities that will be undertaken as part of the assignment.
 20. Review of Performance: For regular monitoring of performance, the Applicant Organization/Agency shall keep the BSRDCL HQ updated on a Monthly basis.
 21. Liquidated Damages: would be imposed @ 0.5% per week or part thereof for the delay in delivery as per Timeline as may be attributed to the successful applicant organization for each payment milestone as defined in the contract, subject to a maximum of 10% of the contract value. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies available to BSRDCL.
 22. Observance of the Law: The Selected Agency shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Selected Agency shall maintain compliance with all obligations relating to a qualified vendor of goods or services to BSRDCL.
 23. In the event if any dispute arises out of or in connection with the validity, interpretation or implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner, then the aggrieved party shall inform the other party through a notice for referring the dispute to arbitration of a sole arbitrator in accordance with The Arbitration and Conciliation Act, 1996 (as amended from time to time).
 24. Arbitration proceedings shall be held at Patna and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 25. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the Agency and the BSRDCL. However, the expenses incurred by each party in connection with the preparation and presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
 26. Indemnification- The Selected Agency shall indemnify, defend, hold and save BSRDCL, and its officials and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against BSRDCL, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages.
 27. Copyright, Patents and other Proprietary Rights- Except as is otherwise expressly provided in writing in the Contract, BSRDCL shall be entitled to all proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Agency has developed for BSRDCL under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Agency acknowledges and agrees that such products, documents, and other materials constitute works made for hire for BSRDCL.
 28. Audits and Investigations
 - i) Each invoice paid by BSRDCL shall be subject to a post-payment audit by auditors, whether internal or external, of BSRDCL or by other authorized and qualified agency of BSRDCL at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.



- ii) BSRDCL may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Agency generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- iii) The Agency shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Agency's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to BSRDCL access to the Agency's premises at reasonable times and on reasonable conditions in connection with such access to the Agency's personnel and relevant documentation. The Agency shall require its agents, including, but not limited to, the Agency's attorneys, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by BSRDCL hereunder.
- iv) BSRDCL shall be entitled to a refund from the Agency for any amounts shown by such audits or investigations to have been paid by BSRDCL other than in accordance with the terms and conditions of the Contract. The Agency also agrees that, where applicable, BSRDCL in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Agency for the recovery of any funds determined by BSRDCL to have been used in violation of or inconsistent with this Contract.



IX. DECLARATION

I/We, on behalf of _____ (NAME OF ORGANIZATION) hereby accept the
'GENERAL TERMS AND CONDITIONS' of BSRDCL

Signature :

Name :

Designation :

Organization :

Email :

Mobile :

Date :

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ANNEXURE -IV- UNDERTAKING BY THE ORGANIZATION

I/we being Authorized Signatory of [Name of bidder], having registered office at [put address here], hereby declare:

- a) [Name of bidder] certifies that the details & information given in the project proposal are true & factual.
- b) [Name of bidder] is not insolvent or not in receivership or not bankrupt or not in the process of being wind up, or not have entered into an arrangement with creditors.
- c) [Name of bidder's] affairs are not being administered by a court, judicial officer, or by an appointed liquidator.
- d) [Name of bidder] has not suspended business or not in any analogous situation arising from similar procedures under the laws and regulations of India.
- e) [Name of bidder] has not been involved in any major litigation that may affect or compromise the delivery of services as required under this contract.
- f) [Name of bidder] has not been blacklisted by any Central / State Government / Public Sector Undertaking in India
- g) [Name of bidder] has not been debarred by any Government or UN agency at any point of time.
- h) [Name of bidder] is registered with NGO-Darpan Portal of NITI Aayog with a unique identification number -


We also undertake that failing the above-listed declarations, our application shall be rejected.

Date:

(Authorized Signatory)

Place:

Name, Designation
Company seal



CONTRACT FOR NGO'S SERVICES

Between

Bihar State Road Development Corporation Ltd

[Name of Client]

and

[Name of NGO]

Place :

Dated :

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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "NGO").

[*Note: If the NGO 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 NGO obligations under this Contract, namely, _____ and _____ (hereinafter called the "NGO.")"]

WHEREAS

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

Appendix D: Breakdown of Contract Price in Local Currency _____

Appendix E: Services and Facilities Provided by the Client _____

Appendix F: Format of Affidavit for Debar/Blacklisting _____

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



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

(b) The Client will make payments to the NGO 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 written above.

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF NGO]

By

(Authorized Representative)

[Note: If the NGO 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 NGO

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

etc.

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II. GENERAL CONDITIONS OF CONTRACT

1.

A. GENERAL PROVISIONS	
1. Definition	<p>(a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(b) "Applicable Guidelines" are guidelines or policies of the Bihar State Road Development Corporation Ltd. governing the selection and Contract award process as specified in the Special Conditions of Contract (SCC).</p> <p>(c) "Applicable Law" are the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the (SCC), as they may be issued and in force from time to time.</p> <p>(d) "Client" refers to the BSRDCL that signs the Contract for the Services with the Selected NGO.</p> <p>(e) A "NGO" is a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(f) A "Contract" is the legally binding signed written agreement between the Client and the NGO and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], SCC, and the Appendices).</p> <p>(g) A "Day" is a working day unless indicated otherwise.</p> <p>(h) "Effective Date" refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(i) "Experts" are, collectively, Key Experts, Non-Key Experts, or any other personnel of the NGO, Sub-NGO or Joint Venture (JV) member(s) assigned by the NGO to perform the Services or any part thereof under the Contract.</p> <p>(j) "GCC" refers to these General Conditions of Contract.</p> <p>(k) "Government" refers to the government of the Client's country/State.</p> <p>(l) "Local Currency" is the currency of the Client's country.</p> <p>(m) "Party" refers to the Client or the NGO, as the case may be, and "Parties" means both of them.</p> <p>(n) The "Special Conditions of Contract (SCC)" can amend or supplement but not overwrite the GCC.</p> <p>(o) "Services" refers to the work to be performed by the NGO pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) "Third Party" means any person or entity other than the Government, the Client, the NGO or a Sub-NGO.</p>
2. Relationship between the Parties	2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the NGO. The NGO, subject to this Contract, has complete charge of the Experts and Sub-NGOs, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law as specified in the SCC.
4. Language	4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1 The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified

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	<p>in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1 The Services shall be performed at such locations as are specified in Appendix A hereto 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.
8. Authority of Member in Charge	8.1. In case the NGO is a JV, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the NGO's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. 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 NGO may be taken or executed by the officials specified in the SCC.
10. Corrupt and Fraudulent Practices Commissions and Fees	10.1 The Client requires the NGO to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in the termination of the Contract and/or remedial actions including sanctions by the Bank.
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the NGO instructing the NGO to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than 21 days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1 The NGO shall confirm his availability and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

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	<p>However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.2 In cases of substantial modifications or variations, the prior written consent of the BSRDCL is required.</p>
17. Force Majeure a. Définition	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes and lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2 Force Majeure shall not include (i) any event caused by the negligence or intentional action of a Party or such Party's Experts, Sub-NGOs or agents or employees, nor (ii) any event a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
c. Measures to be Taken	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6 A Party affected by an event of Force Majeure shall notify the other Party as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause of the event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. 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 the Party was unable to perform the action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the NGO, upon instructions by the Client, shall either:</p> <ol style="list-style-type: none"> a. demobilize, in which case the NGO shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or b. continue with the Services to the extent reasonably possible, in which case the NGO shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 41 and 42.</p>

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18. Suspension	18.1. The Client may, by written notice of suspension to the NGO, suspend all payments to the NGO hereunder if the NGO fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the NGO to remedy the failure within a period not exceeding 30 calendar days after receipt by the NGO of the notice of suspension.
19. Termination a. By the Client	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p> <p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the NGO for the events referred to in (a) to (d); at least 60 calendar days' written notice in case for the event referred to in (e); and at least five (5) calendar days' written notice for the event referred to in (f):</p> <ol style="list-style-type: none"> a. If the NGO fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; b. If the NGO (or, if the NGO consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c. If the NGO fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1; d. If, as the result of Force Majeure, the NGO is unable to perform a material portion of the Services for a period of not less than 60 calendar days; e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or f. If the NGO fails to confirm the availability of Key Experts as required in Clause GCC 13. <p>19.1.2 Furthermore, if the Client determines that the NGO has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices or other integrity violations, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the NGO, terminate the NGO's employment under the Contract.</p>
b. By the NGO	<p>19.1.3 The NGO may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause occurs.</p> <ol style="list-style-type: none"> a. If the Client fails to pay any money due to the NGO pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within 45 calendar days after receiving a written notice from the NGO that the payment is overdue; b. If, as the result of Force Majeure, the NGO is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

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	<p>c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1;</p> <p>or</p> <p>d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the NGO may have subsequently approved in writing) following the receipt by the Client of the NGO's notice specifying the breach.</p>
c. Cessation of Rights and Obligations	19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the NGO's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the NGO shall, immediately upon dispatch or receipt of the notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the NGO, the NGO shall proceed as provided by Clause GCC 27. For equipment and materials furnished by the Client, the NGO shall refer to GCC 28.
e. Payment upon Termination	19.1.6. Upon termination of this Contract, the Client shall pay the NGO the following: <ul style="list-style-type: none"> a. payment for Services satisfactorily performed prior to the effective date of termination; and b. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
C. OBLIGATION OF THE NGOS	
1. Standard of Performance	<p>20.1 The NGO shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The NGO shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2 The NGO shall employ and provide such qualified and experienced Experts and Sub-NGOs as are required to carry out the Services.</p> <p>20.3 Subcontracting is not allowed</p>
a. Law Applicable to Services	<p>20.4 The NGO shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-NGOs, comply with the Applicable Law.</p> <p>20.5 The Client shall notify the NGO in writing of relevant local customs, and the NGO shall, after being notified, respect these customs.</p>

21. Conflict of Interest	21.1 The NGO shall hold the Client's interests paramount within any consideration for future work and strictly avoid conflict with other assignments or their own corporate interests.
NGO Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the NGO pursuant to GCC (Clauses GCC 35.1 to GCC 39) shall constitute the NGO's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the NGO shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the NGO shall use its best efforts to ensure that any Sub-NGOs, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.
Prohibition of Conflicting Activities	21.1.2 The NGO shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
Strict Duty to Disclose Conflicting Activities	21.1.3 The NGO has an obligation and shall ensure to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the NGO or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the NGO shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the NGO and the Experts make public the recommendations formulated in the course of, or as a result of, the Services public.
23. Liability of the NGO	23.1 Subject to additional provisions, if any, set forth in the SCC, the NGO's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the NGO	24.1 The NGO (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The NGO shall ensure that the insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 The NGO shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
26. Reporting Obligations	26.1 The NGO shall submit the reports and documents specified in Appendix A to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	<p>a. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records or materials compiled or prepared by the NGO for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The NGO shall deliver all such documents to the Client, together with a detailed inventory thereof not later than upon termination or expiration of this Contract. The NGO may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>b. If license agreements are necessary or appropriate between the NGO and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the NGO shall obtain the Client's prior written approval to such</p>

	agreements, and at its discretion, the Client shall be entitled to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28. Equipment, Vehicles and Materials	<p>a. Equipment, vehicles, and materials made available to the NGO by the Client, or purchased by the NGO wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the NGO shall make an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles, and materials, the NGO, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>b. Any equipment or materials brought by the NGO or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the NGO or the Experts concerned, as applicable.</p>
D. NGO's EXPERT	
29. Description and Obligations of Key Experts	<p>29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the NGO's Key Experts are described in Appendix B.</p> <p>29.2 The NGO shall require to observe the highest level of ethical and behavioral standards and shall refrain from any form of bullying, harassment, discrimination and misconduct including sexual harassment and abuse and shall, at all times, behave in a manner that creates an environment free of bullying, harassment, discrimination and misconduct.</p>
E. OBLIGATION OF THE CLIENT	
30. Assistance and Exemptions	<p>30.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>a. Assist the NGO with obtaining work permits and other documents necessary to enable the NGO to perform the Services.</p> <p>b. Assist the NGO with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</p> <p>c. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</p> <p>d. Issue all instructions and information to officials, agents and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>e. Assist the NGO, for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>f. Provide to the NGO any such other assistance as may be specified in the SCC.</p>

31. Access to Project Site	31.1 The Client warrants that the NGO shall have, free of charge, unimpeded access to the project site as required to perform the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the NGO of liability for any such damage, unless the damage was caused by the willful default or negligence of the NGO.
32. Change in the Applicable Law Related to Taxes and Duties	32.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country/state with respect to taxes and duties that increases or decreases the cost incurred by the NGO in performing the Services, the remuneration and reimbursable expenses otherwise payable to the NGO under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.
33. Services, Facilities and Property of the Client	33.1 The Client shall make the services, facilities, and property described in the Terms of Reference (Appendix A) available to the NGO and the Experts for the purposes of the Services and free of any charge, at the times and in the manner specified in said Appendix A.
34. Payment Obligation	34.1 In consideration of the Services performed by the NGO under this Contract, the Client shall pay the NGO for the deliverables specified in Appendix A and in the manner as is provided by GCC F below
F. PAYMENTS TO THE NGO	
35. Contract Price	35.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C . 35.2 Any change to the Contract price specified in Clause 35.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A .
36. Taxes and Duties	36.1 The NGO is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. 36.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes and other local taxes which are not included in the NGO's Financial proposal in accordance with Annexure C which are itemized and finalized at Contract negotiations, are reimbursed to the NGO or are paid by the Client on behalf of the NGO.
37. Currency of Payment	37.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
38. Mode of Billing and Payment	38.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1. 38.2 The payments under this Contract shall be made in Lump Sum installments against deliverables specified in Appendix A . The payments will be made according to the payment schedule stated in the SCC. 38.2.1 All payments under this Contract shall be made to the accounts of the NGO specified in the SCC. 38.2.2 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the NGO of any obligations hereunder.
39. Interest on Delayed Payments	39.1 If the Client had delayed payments beyond 90 days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the NGO on any amount due by, not paid on, the due date for each day of delay at the annual rate stated in the SCC.
G. FAIRNESS & GOOD FAITH	

40. Good Faith	40.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
II. SETTLEMENT OF DISPUTES	
41. Amicable Settlement	<p>41.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>41.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 45.1 shall apply.</p>
42. Dispute Resolution	42.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the SCC.
I. PERFORMANCE SECURITY	
43. Security Deposit	The security deposit will be equal to 10% of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 10% from each of the running bill of the Bidder till the realization of full amount of security deposit as per contract. The security deposit shall be returned to the agency without any interest when the agency ceases to be under any obligations under the work i.e. after completion of defect liability period i.e. after 120 days of the satisfactory completion of the work.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract												
1 (b)	<p><u>Applicable Guidelines</u></p> <p>BSRDCL Policy in accordance to Bihar Financial Rules, 2005</p>												
1 (c) and 3.1	<p><u>Applicable Law</u></p> <p>The Contract shall be construed in accordance with the law of Government of India and Government of Bihar as applicable</p>												
4.1	<p><u>Language</u></p> <p>The language is English.</p>												
6.1 and 6.2	<p><u>Contact Details</u></p> <table border="1" data-bbox="563 831 1445 1279"> <tr> <td data-bbox="563 831 1050 987">Client:</td> <td data-bbox="1058 831 1445 987">Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800013</td> </tr> <tr> <td data-bbox="563 999 1050 1055">Attention:</td> <td data-bbox="1058 999 1445 1055">Chief General Manager, BSRDCL</td> </tr> <tr> <td data-bbox="563 1066 1050 1111">E-mail (where permitted):</td> <td data-bbox="1058 1066 1445 1111">bsrdcltd@gmail.com</td> </tr> <tr> <td data-bbox="563 1122 1050 1167">NGO:</td> <td data-bbox="1058 1122 1445 1167"></td> </tr> <tr> <td data-bbox="563 1178 1050 1223">Attention:</td> <td data-bbox="1058 1178 1445 1223"></td> </tr> <tr> <td data-bbox="563 1234 1050 1279">E-mail (where permitted):</td> <td data-bbox="1058 1234 1445 1279"></td> </tr> </table>	Client:	Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800013	Attention:	Chief General Manager, BSRDCL	E-mail (where permitted):	bsrdcltd@gmail.com	NGO:		Attention:		E-mail (where permitted):	
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NGO:													
Attention:													
E-mail (where permitted):													
8.1	<p><u>Lead Member of Joint Venture</u></p> <p><i>[Note: If the NGO consists only of one entity, state "N/A"; or If the NGO is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p><i>[insert name of the leadmember]</i></p>												
9.1	<p><u>Authorized Representatives</u></p> <p>The Authorized Representatives are:</p> <p>For the Client: Chief General Manager, BSRDCL</p> <p>For the NGO: <i>[insert name, title]</i></p>												

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40. Good Faith	40.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. SETTLEMENT OF DISPUTES	
41. Amicable Settlement	<p>41.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>41.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 45.1 shall apply.</p>
42. Dispute Resolution	42.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the SCC.

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8.1	<p>Lead Member of Joint Venture</p> <p><i>[Note: If the NGO consists only of one entity, state "N/A"; or If the NGO is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p>_____ <i>[insert name of the leadmember]</i></p>												
9.1	<p><u>Authorized Representatives</u></p> <p>The Authorized Representatives are:</p> <p>For the Client: Chief General Manager, BSRDCL</p> <p>For the NGO: <i>[insert name, title]</i> _____</p>												

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11.1	<p><u>Conditions of Effectiveness of Contract</u></p> <p><i>11.1 Clause of GCC</i></p>										
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be two months from the date the Contract was signed.</p>										
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 days after the effective date of Contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>										
14.1	<p><u>Contract Period</u></p> <p>Expiration of Contract:</p> <table border="1" data-bbox="544 898 1433 1509"> <tr> <td data-bbox="544 898 991 1003">Banganga-Jethian-Gehlaur-Bhindus</td> <td data-bbox="991 898 1433 1003">From the Date of Commencement to Completion of Milestones (Max: 27 Months)</td> </tr> <tr> <td data-bbox="544 1003 991 1108">Ara-Ekauna-Khaira-Sahar Road</td> <td data-bbox="991 1003 1433 1108">From the Date of Commencement to Completion of Milestones (Max: 27 Months)</td> </tr> <tr> <td data-bbox="544 1108 991 1310">High-Level Bridge on Bagmati River (Bund to Bund Bridge/Elevated Road) & road on Garha (at NH-57) – Hathouri – Atrar -Babhangawan - Aurai Road</td> <td data-bbox="991 1108 1433 1310">From the Date of Commencement to Completion of Milestones (Max: 36 Months)</td> </tr> <tr> <td data-bbox="544 1310 991 1415">Chhapra-Manjhi-Darauli-Guthani Road</td> <td data-bbox="991 1310 1433 1415">From the Date of Commencement to Completion of Milestones (Max: 36 Months)</td> </tr> <tr> <td data-bbox="544 1415 991 1509">Dhouraiya-English More-Asarganj Road</td> <td data-bbox="991 1415 1433 1509">From the Date of Commencement to Completion of Milestones (Max: 36 Months)</td> </tr> </table>	Banganga-Jethian-Gehlaur-Bhindus	From the Date of Commencement to Completion of Milestones (Max: 27 Months)	Ara-Ekauna-Khaira-Sahar Road	From the Date of Commencement to Completion of Milestones (Max: 27 Months)	High-Level Bridge on Bagmati River (Bund to Bund Bridge/Elevated Road) & road on Garha (at NH-57) – Hathouri – Atrar -Babhangawan - Aurai Road	From the Date of Commencement to Completion of Milestones (Max: 36 Months)	Chhapra-Manjhi-Darauli-Guthani Road	From the Date of Commencement to Completion of Milestones (Max: 36 Months)	Dhouraiya-English More-Asarganj Road	From the Date of Commencement to Completion of Milestones (Max: 36 Months)
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Dhouraiya-English More-Asarganj Road	From the Date of Commencement to Completion of Milestones (Max: 36 Months)										
21.1.3	<p><u>Conflict</u></p> <p>The Client may disqualify the NGO from providing goods, works, or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>										
23.1	<p><u>NGO's Liability</u></p> <p>No additional provisions.</p>										
24.1	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) professional liability insurance, with a minimum coverage of equal to <i>the total ceiling amount of the Contract</i>;</p>										



	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the NGO or its Experts or Sub-NGOs, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance of the Experts and Sub-NGOs in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel and other insurance as may be appropriate; and</p> <p>insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the NGO's property used in the performance of the Services, and (iii) any documents prepared by the NGO in the performance of the Services.</p>
27.1	<p><u>Exceptions to Proprietary Rights</u></p> <p><i>Not applicable</i></p>
27.2	<p><u>Future Use of Documents</u></p> <p>The NGO shall not use these <i>resettlement plans / DPR documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
32.1 (a) through (f)	<p><u>Assistance and Exemptions</u></p> <p><i>Not Applicable</i></p>
30.0	<p><u>Assistance to be Provided by Client</u></p> <p><i>[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(g).]</i></p>
35.1	<p><u>Contract Price</u></p> <p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable and whether its inclusive or exclusive of local indirect taxes and other local taxes which are not included in the NGO's Financial proposal in accordance with ITC25.]</i></p> <p>Any indirect local taxes and other local taxes which are not included in the NGO's Financial proposal in accordance with ITC 25 chargeable in respect of this Contract for the Services provided by the NGO shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the NGO.</p>
36.1 & 36.2	<p><u>Taxes and Duties</u></p> <p>The Client will reimburse only the goods and services tax (GST) to the NGO at prevailing rate, against evidence of applicability and payment. The Client will perform such duties with regard to deduction of such taxes at source (TDS) as per applicable law, e.g. TDS under Income Tax Act and GST Act.</p> <p>i) All other direct and indirect taxes shall be borne by the NGO, and accordingly be absorbed in the Financial Proposal. NGO may also access the relevant tax information on the websites: www.incometaxindia.gov.in, www.gst.gov.in, and at the respective State websites. and taxes have been exempted, the NGO, Sub-NGOs or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client</p>



at the time the property in question was brought into the Client's country.		
Sl. No.	Indicative Payment	Break up of Payment (% of Contract Value)
1	On submission and approval of the Inception Report and Physical Verification and documents submission of Manpower and proof of hiring of Office at Project Site.	2%
2	Demarcation of Corridor of Impact	5%
3	Identification, verification of Displaced Person and initial consultation including Grievance Redressal Mechanism Meeting.	5%
4.	Assistance to PIU for Preparation of documents for Land Acquisition of Title Holders.	10%
5.	Submission and Acceptance of Revised Resettlement Plan	3%
6.	Liaison with District Land Acquisition Office for Publication under Sec – 11(1) of LA Act	5%
7.	Submission and approval of the Micro Plans of Displaced Persons under Non-Title Holders Category	10%
8.	Public Consultation for Publication of Notice under Sec-19 (1) of LA Act.	5%
9.	Payment to Displaced Persons under NTH category as per Micro Plan.	15%
10.	Preparation of Compensation Sheet for Land Acquisition of Title Holders.	7.5%
11.	Awareness and training to people of Project Affected Area regarding Road Safety, Gender Awareness & Awareness towards Health & Hygiene and Various Government programs for the Welfare of the People.	5%
12.	Assistance to PIUs for Livelihood Restoration Activity including Resettlement & Training.	10%
13.	On Declaration of Award under Section 37 (1) of LA Act.	7.5%
14.	On submission and approval of the Final Completion Report	10%
	Total	100%
38.0	<p><u>Mode of Billing & Payment</u> The payment under this contract shall be paid in lump Sum instalments against deliverables specified in Appendix A. The payment will be made according to the payment schedule stated above.</p> <p>No Advance Payment is allowed</p>	
39.1	<p><u>Interest rate on delayed payments</u> The interest rate is: 10% for local currency payment.</p>	

42.0

Dispute Resolutions

Disputes shall be settled by arbitration in accordance with the following provisions:

1. **Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) 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, failing agreement on the identity of such sole arbitrator within 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 Secretary, Indian Road Congress, India, New Delhi* for a list of not fewer than 5 nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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 60 days of the date of the list, *The Secretary, Indian Road Congress, India, New Delhi* 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 NGO shall each appoint one (1) 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 30 days after second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *The Secretary, Indian Road Congress, India, New Delhi*.
 - (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within 30 days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to *The Secretary, Indian Road Congress, India, 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.
2. **Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 as in force on the date of this Contract.
3. **Substitute Arbitrators.** If for any reason an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

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

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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".]

--- Six (03) copies of each report are to be submitted. Detail of submission of Report are given below:-

Sl. No.	Submission of Report	Time for
1.	Inception Report as mentioned in clause 3.3 of TOR	Within 02 weeks of effective date vide clause 2.1 of SC
2.	Monthly Progress Report (MPR) in prescribed Performa of BSRDCL and ADB Format	Within 7th day of each month
3.	Quarterly Progress Report (QPR)	Within 10th day of next month Immediately after the end of quarter.
4.	Identification and Verification Report	Within Four (04) Months after work award.
5.	Micro Plan of APs	Within Ten (10) Months after work award.
6.	Distribution of Assistance to APs	Within Twelve (12) Months after work award.
7.	Training & Skill Assessment Report	Within Fifteen (15) Months after work award.
8.	Draft Final Report	After Declaration of Award under Section 37 (1) of LA Act.
9.	Final Report	Within One Month of Submission of Draft Final Report

All other reports/documents as required and mentioned in TOR shall be submitted by NGO.

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Appendix C
Key Personnel and Sub-NGO
(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-NGO [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.

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Appendix D

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 be used exclusively for determining remuneration for additional works.

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Appendix E
Services and Facilities Provided by the Client- Nil

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Format of Affidavit for Debar/Blacklisting

1. I , undersigned, do hereby certify that all the statements made in the required attachments are true and Correct.
2. The undersigned also hereby Certifies that neither our firm M/s..... has been blacklisted nor has been debarred by any Government department/ State Govt. / Central Government/ Public Sector undertaking (both State Government and Central Government).
3. Any Contract awarded to us for such works have not been rescinded during last five years prior to the date of this bid.
4. The undersigned hereby authorizes and requested any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify this statement or regarding my(our) Competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the dept./ Project Implementing Agency.

(Signed by an Authorized officer
of the Firm)

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