



BIHAR STATE ROAD DEVELOPMENT CORPORATION LIMITED
(A Government of Bihar Undertaking)

REQUEST FOR PROPOSAL (RFP)

**CONSULTANTS FOR IMPLEMENTATION OF
RESETTLEMENT & REHABILITATION PLAN (R&R WORK)
AS A R&R IMPLEMENTING SUPPORT AGENCY
FOR**

1. Amarpur Bypass (SH-85)
2. SH-95 (Mansi-Saharsa-Hardi Chaughara Road)
3. SH-98 (Katihar-Balrampur Road)
4. SH-99 (Baysi-Bahadurganj-Dighal Bank Road)
5. SH-101(Amba-Deo-Madanpur Road)
6. SH-103 (Manjhway-Govindpur Road upto Roh)
7. SH-105 (Bettiah -Narkatiyaganj Road)

FOR
BIHAR STATE HIGHWAYS PROJECT-III(Phase-2)
(Under ADB Financing)

Quality-and Cost-Based Selection (QCBS)

BIHAR STATE ROAD DEVELOPMENT CORPORATION LIMITED

RCD Central Mechanical Workshop Campus,

Near Airport, Sheikhpura, Patna-800014

Tel: 0612-2226711, Fax: 0612-2226723

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SECTION 1. LETTER OF INVITATION

To,

M/s.

Dear Sir,

- The Bihar State Road Development Corporation Ltd (BSRDC), a Government of Bihar Undertaking has undertaken the work of Improvement/Upgradation, Widening and Strengthening of existing State Highway from Single Lane/ Intermediate lane carriage way into Two-lane carriage way with Paved Shoulder under BSHP-III (Phase-2) to be funded by ADB. The Bihar State Highway Project (BSHP) aims to strengthen with rehabilitation of the deteriorated state roads and upgrade some state roads to provide reliable road transport services in the state. Seven project roads section consisting of 284.012 Kms have been selected for which detailed design of alignment has been completed; and Resettlement Plans (RPs) for project road has been prepared based on the detailed design approved by BSRDC. The details of the projects roads and Resettlement with Land Acquisition are listed under the Table: 1.

Table: 1 Details of Project Roads

Sl. No.	Implementation of R&R Contract Package	SH No.	Road Name	Length (Km)	Time for Completion (Month)	Total land Acquisition (In Hect.) *	Total No. of Structures Affected *	Total No. of Households Affected *	Total No. of CPRs *
1	BSHP III(Phase-2)/R&R/Pkg-1/Amarpur Bypass	85	Amarpur Bypass	4.55	18	4.45	120	400	6
2	BSHP III(Phase-2)/ R&R/Pkg-2/SH-95	95	Mansi –Saharsa - HardiChaughara Road	28.08	36	30.56	480	900	32
3	BSHP III(Phase-2)/ R&R/Pkg-3/SH-98	98	Katihar-Bairampur Road	62.882	30	70.92	2160	3500	208
4	BSHP III(Phase-2)/ R&R/Pkg-4/SH-99	99	Baysi -Bahadurganj-Dighal Bank Road	65.36	30	22.724	2290	3200	168
5	BSHP III(Phase-2)/ R&R/Pkg-5/SH-101s	101	Amba-Deo-Madanpur Road	32.471	21	12.37	960	1400	47
6	BSHP III(Phase-2)/ R&R/ Pkg-6/SH-103	103	Manjhway-Govindpur Road up to Roh	54.969	21	6.18	1250	1400	56
7	BSHP III(Phase-2)/ R&R/Pkg-7/SH-105	105	Bettiah -Narlatiyaganj Road	35.700	21	0.00	414	344	39
Total				284.012					

* The figures are indicative and liable to change upon final survey verification.

- The subproject roads are Single-lane with 3.5 meter/ Intermediate Lane with 5.5 meter carriageway having a right of way (ROW) ranging from 10 to 30 meters and missing link including Bypasses. The existing ROW is encroached and squatted at various locations specifically in existing Villages/market places.
- The existing available ROW is not sufficient everywhere to accommodate the widening proposal. Suitable Land Acquisition has to be done for Two laning, keeping in view the

widening of the road. Sufficient consideration has been given at the stage of the project preparation to minimize the adverse impacts on the community in the project areas within the limitation of technical requirement. The Resettlement Plan (RP) is prepared based on detailed design of the alignment, to mitigate all such unavoidable negative impacts caused by the project and to restore affected person's livelihoods.

4. Bihar State Road Development Corporation Ltd (BSRDC) invites the services of resettlement implementation support agency herein and hereafter referred to as "Consultant", for the implementation of RP on the project road. Each Project road is a standalone package for implementation of RP as shown in Table 1. More details on the Services are provided in the attached Terms of Reference.
5. The cost of the RFP is Rs 10,000/- (Ten Thousand Rupees) only for each package. Interested bidders may purchase the Request for Proposal (RFP) document from dated 06.01.2022 to 27.01.2022 from BSRDCL Office during office hours by paying an amount of Rs 10,000/- (Ten Thousand Rupees) only, through Non-Refundable D.D in favour of Bihar State Road Development Corporation Limited, payable at Patna. Prospective bidders can also download the bidding document from the website www.bsrdbl.bihar.gov.in and the cost of bid document shall be remitted while submitting the RFP.
6. Intending consultants, should submit their Application for RFP for each package separately to the Chief General Manager, BIHAR STATE ROAD DEVELOPMENT CORPORATION LTD. Central Mechanical Workshop, Near Patna Airport, Sheikhpura, Patna-800014 Bihar latest by 28.01.2022 upto 03:00 PM. The RFP will be opened on 28.01.2022 at 03:30 PM.
7. The Consultant will be selected under Quality and Cost Based Selection (QCBS 70:30) as per procedures described in this RFP.
8. BSRDC reserves the right to cancel/postpone/ extend the tender (RFP) at any stage without assigning any reason thereof.
9. Tenderers will have to declare by affidavit that they have not been declared defaulter or blacklisted by any state Government/Central Government/ Public undertaking. If such affidavit is subsequently found to be false, their tender shall not be considered and further legal action shall be initiated.
10. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to CONSULTANT
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract

(Sanjay Kumar)
CHIEF GENERAL MANAGER
BIHAR STATE ROAD DEVELOPMENT CORPORATION LTD.

SECTION-2.INFORMATION TO CONSULTANT

1.0 Introduction

- 1.1 The Client named in the "Data Sheet" will select a firm who has submitted their Proposal, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The CONSULTANT are required to submit two envelope comprising of Technical Proposal (essentially in hard bound form) and a sealed Financial Proposal, as specified in the Data Sheet the Proposal for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the contract under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4 The CONSULTANT must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, CONSULTANT are encouraged to pay a visit to the Site before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. CONSULTANT should ensure that these officials are informed in advance of the visit.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports if available.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 It is expected that CONSULTANT will provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. CONSULTANT shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, CONSULTANT shall not be hired under the circumstances set forth below:
 - (a) A Consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the

initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

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

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

1.8 It is the BSRDC's policy that CONSULTANTS observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, BSRDC:

- (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 BSRDC, and includes collusive practices among CONSULTANT (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BSRDC of the benefits of free and open competition.

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

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

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

1.9 CONSULTANT 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).

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

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

1.12 If a CONSULTANT wishes to apply for all packages it shall have to do so separately for each package. If an applicant is ranked highest in more than one package, then the decision for awarding the job to him shall be taken by the BSRDCL, PATNA, BIHAR on the basis of Least cost attributable to BSRDC.

2.0 Clarification and amendment to RFP documents

2.1 CONSULTANT 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, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all invited CONSULTANT who intend to submit proposals.

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

3.0 Preparation of Proposal

3.1 CONSULTANT are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

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

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

- (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate. CONSULTANT may associate with the other CONSULTANT invited for this Assignment only with approval of the Client as indicated in the Data Sheet.
- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet/TOR the proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed to be permanent employees of the firm or has an extended and stable working relation with it.

- (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.
- (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the CONSULTANT as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's local language.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) Activity Schedule details with field investigation and completion and submission reports should be submitted in section 3H.
- (viii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (ix) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, CONSULTANT are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including remuneration for staff, in the field and at headquarters, local transportation and for mobilization and demobilization, services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security, service tax), duties, fees, levies, and other charges imposed under the applicable law, on the CONSULTANT, the sub-CONSULTANT, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.
- 3.8 CONSULTANT have to express the price of their services in INR only (inclusive of all taxes).
- 3.9 Commissions and gratuities, if any, paid or to be paid by CONSULTANT and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the CONSULTANT who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original Proposal (Technical Proposal and if required Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, the Consultant shall prepare the number of copies (In Hard & Soft Copy) indicated in the Data Sheet. Each Technical Proposal should be marked "Original" or "Copy" as appropriate. If there any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal (including C.D) shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall bear the submission address and

- other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5 The complete Technical and Financial Proposal must be delivered-at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposal shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and will not be opened at the time of opening of Technical proposal. All submitted proposals are to be opened publicly.
- 4.7 The Bidder shall enclose the original of the Technical Bid in a sealed envelope, duly marking the envelopes as "ORIGINAL - TECHNICAL BID".
- 4.8 The envelope shall:
(a) bear the name and address of the Bidder;
(b) be addressed to the Employer in accordance with NIT
(c) bear the specific identification of this bidding process
- 4.9 The envelope containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid,

5.0 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) Required fee must be submitted with proposal.
 - (B) In case of JV proposal, it must be accompanied by JV agreement.
 - (C) Methodology / Work Plan must be submitted with proposal.
 - (D) Details of work Experience certificate with value of services issued by Client of Firm must be submitted with proposal.
 - (E) CV must contain photograph & Signatory of the Key Person, age proof certificate, Educational Qualification certificate & Experience certificate and certified by the Authorized representative (It must be signed by both Bidder and Key Person).
 - (F) Proposal must be hard bound.
 - (G) Power of Attorney of the person signing the Document.
 - (H) Registration certificate of the firm certified by the Authorized representative.
 - (I) Declaration of genuineness of proposal on stamp paper.
 - (J) Tenderers will have to declare by affidavit that they have not been declared defaulter or

- blacklisted by any state Government/Central Government/ Public undertaking. If such affidavit is subsequently found to be false, their tender shall not be considered and further legal action shall be initiated. (As per format attached).
- (K) completed at least one project involving preparation of Land Acquisition Plan (LAP) and/or preparation Land Requisition Proposal (LRP) according to RFCTLARR-2013 (Only applicable for SH-95, SH-98 and SH-99).
- (L) Must have completed at least one project with preparation of Resettlement Plan (RP) for project funded by Multilateral Agencies (Only applicable for SH-95, SH-98 and SH-99).

Evaluation of Technical Proposals

- 5.2 The evaluation committee appointed by the Client as a whole and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, 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 datasheet.
- 5.3 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is complete.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.5 After the evaluation of technical proposal is completed, the Client shall notify those CONSULTANT whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the CONSULTANT that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by any of the method like registered letter, facsimile, electronic mail or combination thereof.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have quoted all items of the corresponding Financial Proposals in standard Format (4A to 4F) if not, the Client will cost them and add their cost to the initial price), correct any computational errors. 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 consultant unless the consultant is exempted) and estimated as per para 3.7.

- 5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times F\%$. The firm achieving the highest combined technical/ financial score will be invited for negotiations.
- 5.8 Fixed Budget- BSRDC will select the firm that obtained the highest ranked in Technical Proposal and within the Budget. Those Proposal that exceeds the budget indicated in Data Sheet shall be rejected.
- 6. Negotiations**
- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to confirm the availability of all the key personnel named in the Technical Proposal and reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid in getting the most which the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts shall be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 7. Award of Contract**
- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other CONSULTANT on the shortlist that they were unsuccessful

and return the Financial Proposals of those CONSULTANT who did not pass the technical evaluation (para 5.3).

- 7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.3 If the financial bid is found abnormal OR financially unbalanced, BSRDCL have right to not consider such bid(s).

8. Minimum Eligibility Criteria for the Consultant

- (a) Must be registered in India under "Society Registration Act, 1860" or "The Companies Act, 1956"
- (b) Must have minimum average annual turnover equals to fix budget of the concerned State Highway in last three audited financial years¹
- (c) Must be working in the relevant field for at least 10 years
- (d) Must have worked in Bihar for similar assignments² in last five years.
- (e) Must have completed at least one project involving preparation of Land Acquisition Plan (LAP) and/or preparation Land Requisition Proposal (LRP) according to RFCTLARR-2013 (Only applicable for SH-95, SH-98 and SH-99).(Certificate from Employer regarding experience should be furnished).
- (f) Must have completed at least one project with preparation of Resettlement Plan (RP) for project funded by Multilateral Agencies (Only applicable for SH-95, SH-98 and SH-99).(Certificate from Employer regarding experience should be furnished).
- (g) In Specific experience of the CONSULTANT related to the Similar Nature of Project in External Funded Project (ADB, World Bank and JICA) is 80% of Fixed budget of concerned State Highway.

9. Confidentiality

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

¹ The bidders shall submit audited balance sheet for last three financial years certified by AC

² Similar assignment includes social impact assessment, resettlement planning, land acquisition planning, supporting implementation of resettlement plan

DATA SHEET
Information to CONSULTANT

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 (QCBS70 : 30)
1.2	Proposal invited are: Technical and a Financial Proposals are requested: yes Assignment Name: Implementation of Resettlement Plan and description of the Assignment are provided in the TOR.
1.4	A pre-bid will be held: on 13.01.2022 at 3:00 PM The name, address and telephone/numbers of the Client's Official are: Mr. S.K. Jha General Manager (Project), Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Shekhpura, Patna-800014, Bihar Telephone : +0612-2226711, Fax: + 0612-2226723
1.5	The Client will provide the following inputs: Resettlement Planis provided at the time of work started Letter of introduction as and when required
1.7.2	The Client envisages the need for continuity for downstream work: No
1.11	The clauses on fraud and corruption in the contract are: Sub-Clauses 2.6.1(d) of G.C.C.
2.1	Clarifications may be requested up to 7 days prior to the date of submission of proposals up to 13.01.2022 up to 3:00 PM. The address for requesting clarifications is Chief General Manger, Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Shekhpura, Patna-800014, Bihar Telephone : +0612-2226711, Fax: + 0612-2226723
3.1	Proposals should be submitted in the English language

3.3	(i) Short-listed firm/entity may associate with other short-listed firm: No (ii) The estimated number of key professional staff months required for the assignment is given in the TOR. (iv) The minimum required experience of proposed key professional staff is provided in the TOR. (vi) Reports which are part of the assignment must be written in English	
3.4	(vii) Training is an important feature of this Assignment: Yes (viii) None	
3.7	Taxes - CONSULTANT should submit the Tax component, if any, separately to consult tax CONSULTANT for details.	
3.10	Proposals must remain valid <u>180</u> days after the submission date.	
4.3	CONSULTANT must submit an original and one additional hard-bound copies of each proposal. Soft Copy of the proposal in separate C.D (shall also be one C.D each for Technical Proposal and Financial Proposal) should be submitted.	
4.5	The proposal submissions address is Chief General Manger, Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Shekhpura, Patna-800014, Bihar Telephone : +0612-2226711 Fax: + 0612-2226723	
5.2	The number of points to be given under each of the evaluation criteria are:	Points
	(i) Minimum Eligibility criteria for the consultant (As per clause no 8 of INFORMATION TO CONSULTANT)	12
	(ii) Specific experience of the CONSULTANT 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 (b) Key Professional A (R&R Expert) (c) Key Professional B (Civil Engineer) (d) Key Professional C (Social Development Expert) (e) Key Professional D (Land Acquisition Expert)	(12) (11) (11) (11) (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. 1-3 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 : 75 Points		
5.3	The address to send information to the Client is: Chief General Manger, Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Shekhpura, Patna-800014, Bihar Telephone : +0612-2226711 Fax: + 0612-2226723	
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 = 0.70, and F = 0.30	
5.8	The total Fixed budget :	
	Sl. No.	Name of State Highway
	1	Amarpur Bypass on SH-85
	2	SH-95 (Mansi –Saharsa -HardiChaughara Road)
	3	SH-98 (Katihar-Balrampur Road)
	4	SH-99 (Baysi -Bahadurganj-Dighal Bank Road)
	5	SH-101 (Amba-Deo-Madanpur Road)
	6	SH-103 (Manjhay-Govindpur Road up to Roh)
	7	SH-105 (Bettiah -Narkatiyaganj Road)
		Fixed Budget
		14,00,000/-
		40,00,000/-
		90,00,000/-
		85,00,000/-
		39,00,000/-
		35,00,000/-
		20,00,000/-
6.1	The address for negotiations is: Bihar State Road Development Corporation Ltd. Central Mechanical Workshop, Near Airport, Patna. Shekhpura, Patna-800014, Bihar Telephone : +0612-2226711, Fax: + 0612-2226723	
7.2	The Assignment is expected to commence in March 2022.	

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

3A. Technical Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

To: (Name and Address of Client)

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

3B. Firm's References

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

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. **(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 CONSULTANT, if any:		No. of Months of Key professional staff, provided by Associated CONSULTANT:
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:- _____

3C. Comments and Suggestions of CONSULTANT on the Terms of Reference and On Data, Services, And Facilities to be Provided By The Client

On the Terms of Reference:

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

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

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

Consulting Firm's Name:

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition And Task Assignments

1. Technical/ Managerial Staff

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

2. Support Staff

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

3F. Format of Curriculum Vitae (CV) For Proposed Key professional staff (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: _____

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.

3G. Time Schedule for Key Professional Personnel

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

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized Representative)

Full Name : _____

Title : _____

Address : _____

3H.Activity (Work) Schedule

A. Field Investigation and Study Items:

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

B. Completion and Submission of Reports	
Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report	
(a) First Status Report	
(b) Second Status Report	
(c) Monthly Progress Report	
3. Draft Report	
4. Final Report	

* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

4A. Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of CONSULTANT' Services for
.....Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is 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:

4B. 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 consultant 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					

4C. Breakdown Of Price

[ACTIVITY WISE]

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

4D. 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).

4E. 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.				
Grand Total					

4F. 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					

SECTION-5. TERMS OF REFERENCE

For the CONSULTANT for implementing the Resettlement Plan (RP) for Amarpur Bypass (SH-85), SH-95,98,99,101,103 &105 with ADB financing Under Bihar State Highway Project-III (Phase-2).

A. PROJECT BACKGROUND

- The Bihar State Road Development Corporation Ltd (BSRDC), a Government of Bihar Undertaking has undertaken the work of Improvement/Upgradation, Widening and Strengthening of existing State Highway from Single Lane/ Intermediate lane carriage way into Two-lane carriage way with Paved Shoulder under BSHP-III (Phase-2) to be funded by ADB. The Bihar State Highway Project (BSHP) aims to strengthen with rehabilitation of the deteriorated state roads and upgrade some state roads to provide reliable road transport services in the state. Seven project roads section consisting of 284.012 Kms have been selected for which detailed design of alignment has been completed; and Resettlement Plans (RPs) for project road has been prepared based on the detailed design approved by BSRDC. The details of the project roads and Resettlement with Land Acquisition are listed under the Table: 1.

Table: 1 Details of Project Roads

Sl. No.	Implementation of R&R Contract Package	SH No.	Road Name	Length (Km)	Time for Completion (Month)	Total land Acquisition (In Hect.) *	Total No. of Structures Affected *	Total No. of Households Affected *	Total No. of CPRs *
1	BSHP III(Phase-2)/R&R/Pkg-1/Amarpur Bypass	85	Amarpur Bypass	4.55	18	4.45	120	400	6
2	BSHP III(Phase-2)/ R&R/Pkg-2/SH-95	95	Mansi -Saharsa - HardiChaughara Road	28.08	36	30.56	480	900	32
3	BSHP III(Phase-2)/ R&R/Pkg-3/SH-98	98	Katihar-Balrampur Road	62.882	30	70.92	2160	3500	208
4	BSHP III(Phase-2)/ R&R/Pkg-4/SH-99	99	Baysi -Bahadurganj-Dighal Bank Road	65.36	30	22.724	2290	3200	168
5	BSHP III(Phase-2)/ R&R/Pkg-5/SH-101s	101	Amba-Deo-Madaupur Road	32.471	21	12.37	960	1400	47
6	BSHP III(Phase-2)/ R&R/ Pkg-6/SH-103	103	Manjhwaj-Govindpur Road up to Roh	54.969	21	6.18	1250	1400	56
7	BSHP III(Phase-2)/ R&R/Pkg-7/SH-105	105	Betiah -Narkatiyaganj Road	35.700	21	0.00	414	344	39
Total				284.012					

* The figures are indicative and liable to change upon final survey verification.

The subproject roads are Single-lane with 3.5 meter/ Intermediate Lane with 5.5 meter carriageway having a right of way (ROW) ranging from 10 to 30 meters and missing link including Bypasses. The existing ROW is encroached and squatted at various locations specifically in existing Villages/market places.

The existing available ROW is not sufficient to accommodate the widening proposal. Suitable Land Acquisition has to be done for Two-laning, keeping in view the

widening of the road. Sufficient consideration has been given at the stage of the project preparation to minimize the adverse impacts on the community in the project areas within the limitation of technical requirement. The Resettlement Plan (RP) is prepared based on detailed design of the alignment, to mitigate all such unavoidable negative impacts caused by the project and to restore affected person's livelihoods. Only Strengthening of existing surface will be done.

2. This RP for two-lane sub projects road are prepared based on the detailed design report prepared by BSRDC. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category-A³ as per as Involuntary Resettlement (IR) is concerned. BSRDC is implementing the project and a **CONSULTANT** is required to implement the Resettlement Plan prepared for the project.
3. The **CONSULTANT** shall be responsible for assisting BSRDC in implementing land acquisition/Perpetual Lease and resettlement activities for above projects. The project construction would necessitate land acquisition and will also lead to displacement and loss of private land, assets, livelihood and community property resources.
4. The project construction would necessitate clearance of road and displacement and loss of land and assets, livelihood and community property resources. The displaced households include both title-holders and non-titleholders losing assets.
5. The overall implementation period for this assignment is 27 months from the commencement of contract.

B. OBJECTIVES OF THE ASSIGNMENT

6. The **CONSULTANT** shall be responsible for assisting BSRDC in facilitating land acquisition 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 projects 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.
7. **The Overall Tasks of the CONSULTANT are to:-**
 - (i) Educating the Aps on their rights to entitlements and obligations.
 - (ii) Coordinate the entire process from start to finish for disseminating assistance to relevant DPs.
 - (iii) Coordinate with and provide support, where needed to revenue official and other relevant lineagencies in expediting the land acquisition and resettlement process;
 - (v) Implement livelihood and income restoration program;
 - (vi) Disseminate Project information to DPs in an on-going manner;
 - (vii) Assist the Aps in redressing their grievances (through the grievance redressal committee set up by the subproject)

³ 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.

- (viii) Conduct awareness program for HIV/AIDs, health and hygiene and Human Trafficking in affected villages;
- (ix) Conduct Awareness Programme on Road Safety aspect and train the stakeholders with regard to Road Safety as required/ directed by the Project Management and Authority Engineer of the Project. Specially conduct training of trainers for school teachers and other identified individuals.
- (x) Collect data and submit progress reports on a monthly and quarterly basis for BSRDC to monitor the progress of RP implementation (in prescribe Performa of BSRDCL and ADB).
- (3) Conduct one survey on the project site being selected under the project (40% women respondent s) to identified potential livelihood training activities identified.
- (xi) Train eligible community members (affected persons from villages covered) on livelihood skill identified by the survey with 30% women participants.
- Facilitate all community awareness and consultation programs in the project influence areas.
 - Ensure at least 30% participation by women in all.
 - Awareness program for HIV/AIDs, health and hygiene, and human trafficking in affected villages;
 - Awareness on Road Safety aspect and
 - Stakeholders' training with regard to road safety as required/directed by the Project Management and /Authority
 - Consultations with DPs.
- (xii) To ensure that the DPs are given the full entitlements due to them, according to the entitlements in the RP.
- (xiii) Assist the Aps in relocation and rehabilitation, including counseling, and coordination with local authorities.
- (xiv) Impart information to all the Aps about the functional aspects of the various set up by the project, and assist them in benefiting from such institutional mechanisms.
- (xv) To assist BSRDC with social responsibilities of the subproject, such as compliance with labour laws, prohibition of child labour, and gender issues.
- (xvi) To co-ordinate with Client, Supervision Consultant, External Monitor & Aps.
- (xvii) To assist the client in land acquisition for LA act/Perpetual Lease.
- (xviii) Provide the Technical Support Professionals to the client as per requirement in the Land acquisition.
- (xix) To educate people about social evils like Dowry, Widow Marriage, Polio etc.
- (xx) To perform gender Analysis and educate people for maintaining Male/ Female Ratio.
- (xxi) To educate people about Traffic rule & Regulations.
- (xxii) Any other tasks as assigned by BSRDC.

C. SCOPE OF WORK

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

8. The principal responsibilities of the CONSULTANT will include, but not limited to the following:

3.13 Administrative Responsibilities of the CONSULTANT

The administrative responsibilities of the CONSULTANT will include:

- (a) The CONSULTANT will work under the direction of the Deputy General Manager (Tech.)/ Project Resettlement officer or any person authorized by him. CONSULTANT shall assist BSRDC in carrying out the implementation of the RP for the project road.
- (b) The CONSULTANT shall assist BSRDC in conducting all public meeting, information campaigns at the commencement and during implementation the road safety information as per the direction of Road Safety Expert of Project Management and Authority Engineer of the Project and give full information to the affected villages. Specially conduct training of trainers for school teachers and other identified individuals. This conducts translating the summarized RP into local language in a form of a project information Brochure for disclosure and dissemination to DPs.
- (c) The CONSULTANT shall submit monthly and quarterly progress report to BSRDC. The report should cover implementation issues, grievances and summary of consultations.
- (d) The CONSULTANT shall assist BSRDC in covering the GRC and keep the records of GRC at PIU and State level.
 - (1) 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.
- (f) Carrying out the implementation of the RP and assist the RO in implementation process.
- (g) To co-ordinate with the GRCs in implementing the RP;
- (h) Assist the BSRDC conducting all public meetings, information campaigns at the commencement of the project and give full information to the affected community;
- (i) Translate the summary RP in local language to implement actions for mitigating adverse impacts on the Aps;
- (j) To assist the PIU/Engineers (Construction Supervision CONSULTANT) to ensure that the Contracts comply with the applicable labour laws (including prohibition of child labour) and gender issues;
- (k) To assist the PIU and /or the Engineers in ensuring compliance with the safety, health and hygiene norms, and the conduct HIV/AIDS and Human Trafficking awareness/prevention campaigns.
- (l) Report to the BSRDC on a monthly and quarterly basis (in prescribe Performa of BSRDCL and ADB). The report should include physical and financial progress, both in quantitative

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

(m) Data base management of the Aps.

(n) The Aps and displaced persons will be assisted in the Income Generation Scheme training through the CONSULTANT. i.e. the provision made for training will be best utilized through the active support and involvement of the CONSULTANT.

8.2 Responsibilities for Land Acquisition Assistance

(a) Assist in Publication of preliminary Notification up to Section 11 of LA Act for private land as well as submission of proposal for transfer of Govt. Land to Revenue & Land Reform Department.

(b). Assist Publication of Declaration and Summary of R&R up to Section 19 of LA Act.

(c) Assist Preparation of Compensation sheet and declaration award up to Section 22&23.

(d). Assist Disbursement of Compensation under relevant Section of LA Act, 2013.

(e) Possession of Land

After disbursement of compensation and taking over of actual possession of land by the Collector/District Land Acquisition Officer (DLAO), demarcation of land will be get done and then possession will get delivered to BSRDCL and also land will be got transferred in the name of BSRDCL in the revenue records. All kinds of assistance for updating of revenue records as well as taking of possession from the landowners would be provided.

(f) Submission of LAP & LRP to transfer Govt. Land.

(g). To obtain approval for transferring Govt. land from Competent Authority and assist in taking possession on the Govt. land.

(h). Supply of Amins/Field Support Staff/Technical Support persons as per requirement of District Land Acquisition Officer (DLAO) for land acquisition. The agency will supply required nos. of Amin/Field Support Staff/Technical Support persons to the concerned DLAO for the entire period of land acquisition.

(i). Co-ordination with other Department: Assist of this project has to co-ordinate with concerned deptt./ Assists to resolve the issues, if any for the finalization of LA and R&R.

(j) Preparation and Submission of Revised LAP/LRP of concerned state highways (when required)

8.3 Responsibilities for Implementation of the RP

Identification Aps and Verification of Database from RP

(a). The CONSULTANT shall verify the information already contained in the RP and the individual losses of the Aps. They should validate the data provided in the RP and make suitable changes if required and whatever changes are made it should be supported by documentary evidence. The CONSULTANT shall establish rapport with Aps, consult and

- provide information to them about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible Aps. The identity card should include a photograph of the AP, the extent of loss suffered due to the project, and the choice of the AP with regard to the mode of compensation and assistance.
- (b) The **CONSULTANT** shall develop rapport between the Aps and the Project Authority. This will be achieved through regular meetings with both the PIU and the Aps. Meetings with the PIU will be held at least fortnightly, and meetings with the Aps will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the **CONSULTANT**.
- I. The **CONSULTANT** shall display the list of eligible DPs in prominent public place like villages, Panchayat Offices, Blocks/Tehsil headquarters, and the District Headquarters.
- (d) During the verification of the eligible DPs, the **CONSULTANT** shall ensure that each of the DPs are contacted and consulted either in groups or individually. The **CONSULTANT** shall specially ensure consultation with women from the DP families especially women headed households.
- I. 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.
- (f). The **CONSULTANT** 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 relocation, the timeframe for their shifting and their entitlements.
- (g). The **CONSULTANT** 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.
- (h). In all of these, the **CONSULTANT** shall consider women as a special focus group, and deal with them with care and sympathy
- (i). The **CONSULTANT** 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 **CONSULTANT** 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.
- (j). The **CONSULTANT** 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 **CONSULTANT** shall recommend methods of disbursement for assistance to BSRDC for approval. The disbursement method should be transparent, efficient and meets government audit requirements.
- (k) The **CONSULTANT** 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

CONSULTANT shall coordinate with relevant organization or mobilize its own short-term experts in carrying out the training activities

- (i). The **CONSULTANT** shall ensure proper optimizing of the R&R budget available for the subproject. The **CONSULTANT** shall counsel the DPs in finding suitable economic investment options and help them in regaining the losses of land and other productive assets.
- (m) Accompanying and Representing the DPs at the Grievance Committee Meetings
- (n). The **CONSULTANT** shall nominate a suitable person (from the staff of the **CONSULTANT**) to be a member of the GRCs. The **CONSULTANT** shall make the DPs aware of the existence of grievance redressal committees (GRCs).
- (o). The **CONSULTANT** 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.
- (p). The **CONSULTANT** shall record the grievance and bring it to the notice of the GRCs within seven days of receipt of the grievance from the DPs. 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 **CONSULTANT** representative in the GRC.
- (q). 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.

I. Carry out Public Consultation

- (s). In addition to counseling and providing information to DPs, the **CONSULTANT** will carry out periodic and ongoing consultation with DPs and other stakeholders.
- (t) Assisting the PIU with the Project's Social Responsibilities.
- (u). The **CONSULTANT** shall assist the BSRDC to implement Road safety awareness, HIV/AIDS awareness measures, basic health and hygiene and trafficking. The **CONSULTANT** shall coordinate with Project Management and Authority Engineer and relevant organization or mobilize its own short-term experts in carrying out the activities.
- (v). Monitoring and Reporting and Prepare monthly action plans with targets in consultation with the BSRDC.
- (w). The **CONSULTANT** involved in the implementation of the RP will be required to supply all information, documents to the external monitor.
- (x). While finalizing the entitled persons (Eps) for compensation/assistance the **CONSULTANT** shall make a list of entitled Aps, and distribute Identity Cards to each and every verified eligible AP.
- (y) The **CONSULTANT** shall prepare a list of the project-displaced persons/families for relocation, enlisting the losses and the entitlements, after verification. It shall also prepare a list of the project-affected persons/families (Aps) enlisting the losses and the entitlement as per the RP, after verification. Verification shall include actual of measurement of the extent total property loss/damage, and valuation of the loss/damage/affect along with the BSRDC. The **CONSULTANT**

shall display the list of eligible DPs in prominent public places like villages, Panchayat Offices, Block/Tehsil headquarters, and the District Headquarters. The compensation of dismantling of various type of structure will be furnished by the consultant through Govt. valuer on the basis of current schedule Rate in Micro Plan.

- (z) During the identification and verification of the eligible Aps, the CONSULTANT shall ensure that each of the Aps are contacted and consulted either in groups or individually. The CONSULTANT shall specially ensure consultation with women from the DP families especially women headed households consultant need to have a women key personal in their Team.

8.4. Counseling the Entitled Persons.

The counseling shall include the following activities:

- (a) The CONSULTANT shall explain to the Aps the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements.
- (b) The CONSULTANT shall disseminate information to the Aps on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.
- (c) The CONSULTANT shall prepare micro-level plans for income restoration, in consultation with the Aps. Women's perceptions are important to be incorporated in the development of these plans.
- (d) CONSULTANT will monitor the involvement of child labour in the civil construction work in each package.
- (e) In all of these, the CONSULTANT shall consider women as a special focus group, and deal with them with care and sympathy.

8.5. Disbursing the Assistance

- (a). Prepare micro plans indicating category of entitlement.
- (b). Prepare micro plans for livelihood indicating alternative livelihood options, land identification, skills up grading and institutions responsible for training for eligible Aps.
- (c). The CONSULTANT shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the Aps), helping the Aps to take salvaged materials and shift. In close consultation with the Aps, the CONSULTANT shall inform the RO about the shifting dates agreed with the Aps in writing and the arrangements desired by the Aps with respect to their entitlements.
- (d). The CONSULTANT shall assist the Aps in opening bank accounts explaining the implications, the rules and the obligations of a joint account and how s/he can access the resources s/he is entitled to.

- i. The CONSULTANT shall ensure proper utilization of the R&R budget available for this work. The CONSULTANT shall ensure that the Aps have found economic investment options and are able to restore the losses of land and other productive assets. The CONSULTANT shall identify means and advise the RO to disburse the entitlements to the eligible persons/families in a manner that is transparent, and shall report to the BSRDC on the level of transparency achieved in the project.

8.6. Accompanying and Representing the Eps at the Grievance Committee Meetings

- (a). The CONSULTANT shall nominate a suitable person (from the staff of the CONSULTANT) to be a member of the GRC for the contract work.
- (b). The CONSULTANT shall make the Aps aware of the grievance redress committee (GRC)
 - i. The CONSULTANT shall train the Aps on the procedure to file a grievance application and to confirm that a statement of claim from the concerned DP accompanies each grievance application. The CONSULTANT shall help the Aps in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.
 - (d) The CONSULTANT shall record the grievance and bring it to the notice of the GRC within seven days of receipt of the grievance from the Aps. It shall submit a draft resolution with respect to the particular grievance of the AP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the CONSULTANT representative in the GRC.
 - i. To accompany the Aps to the GRC meeting on the decided date, help the AP to express his/her grievance in a formal manner if requested by the GRC and again inform the Aps of the decisions taken by the GRC within 3 days of receiving a decision from the GRC. (The time frame for the GRC to take a decision is 15 days).

8.7. Assisting the DPs and to Identify and Negotiate for New Land for Resettlement

- As part of the RP, it is proposed that a few among the eligible Aps will receive alternative land of available (commercial) building structures. Some of the more vulnerable among the Aps may be eligible to receive these free of cost. Regarding these the CONSULTANT will,
 - Obtain the Aps choice in terms of Land identification, Site for relocation, Shifting plan and arrangements, Grant utilization plan and Community asset building plan and institutional arrangements in maintaining the assets.
 - Assist squatters whose structures needs to be shifted to the remaining government land is available for continuation of earning their livelihood before construction of road starts.
 - Assist the Aps in identifying suitable land for relocation and for agriculture, ensuring the replacement of the land lost in terms of quality and quantity.

- Identify suitable government land is available in consultation with the Revenue Department officials and assist in negotiating its transfer to the Aps at reasonable prices and motivate them to appreciate and welcome the new neighbours.

8.8. Assisting Eligible Aps to take advantage of the existing Government Housing and Employment Schemes

- With regard to the above, the CONSULTANT will,
- Co-ordinate (and impart wherever required) the training and capacity building of the Aps, for upgrading their skills for income restoration. This will include the training to be given by the CONSULTANT to women self-help-group members in accounting, record maintenance, skill acquisition in the chosen enterprise, and marketing, etc.
- Help the Aps in realizing and optimizing the indigenous technology knowledge (ITK) through use of local resources.
- Define, evolve, and explore alternative methods of livelihood using the local skill and resources.
- Establish linkages with the district administration to ensure that the Aps are benefited from the schemes available and those they are entitled to. The focus for this component of the CONSULTANT work will be the vulnerable Aps for their income restoration. The CONSULTANT will maintain a detailed record of such facilitation.

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

- The CONSULTANT will be responsible for establishing linkages with,
- Financial institutions to assist the Aps to access credit.
- Government departments, district administration, etc., to ensure that the Aps are included in the development schemes, as applicable;
- Training institutes to impart skills and management training for enterprise creation and development.
- CONSULTANT will conduct training programmes for income restoration for Aps.
- CONSULTANT will have to prepare an income restoration plan.

8.10. Assisting the Supervision Consultant with the Project's Social Responsibilities

- The CONSULTANT will assist the Engineers (Supervision CONSULTANT) to ensure that the Contractors are abiding by the various provisions of the applicable laws, concerning the worker's safety, health and hygiene; women's issues and the child labour issues. The applicable laws include (A) the maternity benefit Act, 1951; (B) the contract labour (Regulation and Abolition) Act, 1948; (C) the Minimum Wages act, 1948. (D) The Equal Remuneration Act, 1979. (E) the industrial Employment (Standing Order) Act, 1946; (F) the Child Labour (Prohibition and Regulation) Act, 1986; (G) the Building and Other Construction Workers (Regulation of Employment and Conditions

of Service) Act 1996; (H) the cess Act of 1996 and (I) the Factories Act, 1948. Any divergence from the (workers welfare and remuneration, safety, health, hygiene, women's issues, and child labour issues) provisions of these laws should be brought to the notice of the supervision consultant and the RO.

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

8.11. Assisting the PIU/Supervision Consultant in HIV/AIDS Awareness/Prevention Campaigns

- Information campaigns/advertisements in collaboration with line agencies (such as NACO, DFID, etc), including provision of signage/hoardings at suitable locations, distribution of vehicle stickers, and provision of condom vending machines at suitable locations (rest areas, truck parking lay-byes, etc.). The CONSULTANT will assist the PIU to implement these measures, including collaboration with the line agencies.
- The contractors are required to provide condom vending machines at the construction camps, provide for medical facilities and regular medical checkups especially for detecting/curing STD/AIDS. The CONSULTANT will ensure, in collaboration with the Engineer that such facilities and medical checkups are provided to the workers at the construction camps.

8.12. Monitoring and Evaluation

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

8.13. Recommending Improvement of R&R Services

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

- Recommend and suggest techniques and methods for improvement of services extended by the concerned government departments and other agencies and committees in disbursement/extension of R&R services in the project.
- Document implementation of the R&R process and services, including difficulties faced and corresponding solutions.
- Discuss, with the PIU on contingency management and other improvement of R&R services, within the project period.
- Documenting of tasks carried out by the CONSULTANT and evaluation of the achievements of RP.

D. Documentation and Reporting by CONSULTANT

The CONSULTANT 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.
The report shall cover following Major –
 - (a) Project appreciation;
 - (b) Detailed methodology to meet the requirements of the TOR, including scheduling of various sub-activities to be carried out for completion of various stages of the work, stating out clearly their approach & methodology after due inspection of the entire project stretch and collection of necessary information.
 - (c) Task Assignment and Manning Schedule;
 - (d) Work Programme;
 - (e) Performa for data collection;
 - (f) Administrative Responsibilities
 - (g) Identification of DPs and Verification of DATA and LA work.
 - (h) Counseling the Entitled persons (R/R WORK).
 - (i) Representing DPs/Aps at the grievance Committee Meeting (GRC).
 - (j) Carry out Public Consultation.
 - (k) Performa of Monitoring and reporting.
 - (l) Assistance in Land Acquisition
- (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) **Microplans for relevant DPs.** Includes issuance of ID cards and other documents. To be completed at an agreed time with BSRDC.
 - (a) Cut off date for Entitlement.
 - (b) Project Entitlement
 - (c) Loss of structure
 - (d) Loss of livelihood due to loss of primary source of income.
 - (e) Temporary Impacts
 - (f) Verification of affected household (NTH Families);
 - (g) Identity Card of Affected persons.
 - (h) Performa of Micro plan

- (i) Entitlement Matrix
- (iv) **Monthly Progress Reports.** To be submitted to BSRDC at the end of each month. Shall include weekly progress and work charts as against the scheduled timeframe of RP implementation.
- (v) **Quarterly and Half Yearly Progress Reports.** To be submitted to BSRDC at the end of each quarter and after Half Yearly. 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.
- (IX) All progress reports shall include data on input and output indicators as required by the BSRDC. Reporting in writing as well as photographs, videotapes etc., taken during the assignment shall be submitted in support of the reports, along with an electronic copy of the documents in a floppy or a CD. All reports should be in English only. Accounts reports both on expenditure on administration as well as training and other heads shall be submitted with the quarterly and the completion reports.
- (X) In addition to these above, the CONSULTANT will prepare and submit separate descriptive reports on participatory micro-plans with full details of the Participatory Rapid Appraisal exercises conducted.
- (XI) The CONSULTANT will document in full detail, the consultation/counseling processes, the process of identification of the resettlement sites, and a full description of the training imparted (on facilitated) as part of the assignment. This documentation shall be submitted to the BSRDC as annual reports.

E. Condition of Services

- The CONSULTANT shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the CONSULTANT 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 CONSULTANT 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.
- 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 PIU. No information gathered or generated during and in carrying out this assignment shall be disclosed by the CONSULTANT without explicit permission of the PIU.

F. Timeframe for Services

- The CONSULTANT will be contracted for a period (mentioned in Table-1) from the date of commencement, with a withdrawal methodology built in to the proposals from the CONSULTANT.

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

- The BSRDC will assist the CONSULTANT in procurement of the copies of the APs' Census and the RP. The PIU will assist the CONSULTANT in collaborating with the Supervision CONSULTANT. All facilities required in the performance of the assignment, including office space, office stationery, transportation and accommodation for staff of the CONSULTANT etc., will be arranged by the CONSULTANT.

H. Payment Schedule:

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

Sl. No.	Indicative Payment Milestone	Payment (% of contract Value)
1	On submission and approval of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on DPs (Identification and Verification report) and review of the same by the BSRDC.	10%
3	Publication of Preliminary Notification under Section 11 of L.A. Act as well as submission of proposal for transfer of Govt. land to Revenue & Land Reform Department.	7%
4	Publication of Declaration and Summary of R&R up to Section 19 of LA Act	8%
5	Preparation of Compensation sheet and Declaration up to Award	8%
6	On submission and approval of first 50% of the Micro Plans of DPs	10%
7	On submission and approval of final 50% of the Micro Plans of DPs	10%
8	On completion of the distribution of Identity Cards to all eligible DPs.	5%
9	On completion of distribution of eligible compensation amount to DPs.	10%
10	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program, Road Safety Awareness and HIV/AIDS, health and hygiene, and human trafficking in affected villages.	10%
11	On submission of the Final Completion Report	6%
12	On approval of the Final Completion Report	6%
	Total	100%

The above remuneration includes all costs related to carrying out the services, including overhead complete in all respect. There is no Land Acquisition is in SH-105, in that case decision for the payment of MileStone No . 03, 04 and 05 shall be taken by the BSRDCL, HQ, PATNA, BIHAR.

I. Staffing Schedule

The table below details the required staffing structure for the assignment. Key personnel will be evaluated during the proposal evaluation stage. The CONSULTANT 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			
Key Personnel-			SH-101/ SH-103/SH-105	SH-98/SH-99	SH-95	Amarpur Bypass (SH-85)
1.	Team Leader	1	10 months (Intermittent over 21 months) (according to requirement)	12 months (Intermittent over 30 months) (according to requirement)	18 months (Intermittent over 36 months) (according to requirement)	06 months (Intermittent over 18 months) (according to requirement)
2.	Key Professional (A) R&R Expert	1	12 months (intermittent over 21 months) (according to requirement)	18 months (intermittent over 30 months) (according to requirement)	24 months (intermittent over 36 months) (according to requirement)	08 months (intermittent over 18 months) (according to requirement)
3.	Key Professional (B) Civil Engineer	1	12 months (intermittent over 21 months) (according to requirement)	18 months (intermittent over 30 months) (according to requirement)	24 months (intermittent over 36 months) (according to requirement)	08 months (intermittent over 18 months) (according to requirement)
4.	Key Professional (C) Social Development Expert	1	12 months (intermittent over 21 months) (according to requirement)	18 months (intermittent over 30 months) (according to requirement)	24 months (Intermittent over 36 months) (according to requirement)	08 months (Intermittent over 18 months) (according to requirement)
5.	Key Professional (D) Land Acquisition Expert	1	12 months (intermittent over 21 months) (according to requirement)	18 months (intermittent over 30 months) (according to requirement)	24 months (Intermittent over 36 months) (according to requirement)	08 months (Intermittent over 18 months) (according to requirement)
Non-key Personnel						
6.	Field Support Staff	4	21 months	30 months	36 months	18 months
7.	Amin	1	18 months	28 months	34 months	16 months

All staff should be mobilized within 3 days of notice from the project resettlement officer.

2. Key Indicative Tasks per Position

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

Sl.No.	Particlures	
1	Team Leader	<ul style="list-style-type: none"> • Provide overall technical and operational management of CONSULTANT 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Responsible for working on field with DPs. And perform all computer/database related needs for the assignment.
7.	Amin	<ul style="list-style-type: none"> • Responsible for land acquisition assistance and measurement of Land.

3. Qualification & Experience

(a) Similar Nature of Works

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

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

(c) 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, 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
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 and other humanities). Post graduate degree in social science is preferred • 10 years of minimum professional experience • 5 years of minimum relevant experience in at least 3 similar 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 and other humanities). 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 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. S/he should have about 15 years of working experience in the field of land measurement, land records, and, acquisition of land. Should have worked for about 5 years in R&R or rural development projects. S/he should have experience of participatory management. Knowledge of local language is a necessary qualification.
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, computer application and experience of working in the region is essential. • Proficient in operating computer and Microsoft Word, and Excel. Ability to design and manage database. • Field support professionals Should have knowledge of revenue maps and land acquisition process. • 3 years of minimum professional experience
Amin	<ul style="list-style-type: none"> • Intermediate • Amanat certificate • Knowledge of local language. • He should have experience for 03 years in land acquisition work.

J. Additionally the following conditions shall apply to the team proposed by the CONSULTANT.

- The proposal should accompany a personnel deployment schedule, clearly indicating whether the deployment is home-office based or in the field.
- The CONSULTANT must propose at least one woman as part of the key personnel. The person-month deployment of the woman key personnel shall constitute at least 33 % of the person-month deployment of all key professionals (including the team leader) in the assignment. At least two proposed woman key person shall be available to work at site for at least 50% of the duration.
- The women key persons, if selected for the contract, may be replaced during the period of contract, only with women key persons of equivalent qualifications and experience with prior approval of client in extra ordinary case.
- The CONSULTANT will assign a 'technical support' team to work at the site, which will consist of at least 33 % of women members. Junior support personnel and/or administrative staff will not be considered as 'technical support' professionals, as far as this condition is concerned.
- All key Professionals and Technical Support Professionals should have not attained maximum age of greater than 65 Years on the date of submission of proposal.

CONTRACT FOR CONSULTANT'S SERVICES

Between

Bihar State Road Development Corporation Ltd

[Name of Client]

and

[Name of Consultant]

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 "Consultant").

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

WHEREAS

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

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 Consultant will be as set forth in the Contract, in particular:

- (a) The Consultant will carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client will make payments to the Consultant 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 CONSULTANT]

By

(Authorized Representative)

[Note: If the Consultant 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 CONSULTANT

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Foreign currency" means any currency other than the currency of Government;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of India or Government of Bihar as the case may be;
- (g) "Local currency" means the currency of the Government;
- (h) "Member", in case the CONSULTANT consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultant pursuant to this Contract as described in Appendix A; and
- (n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultant will begin carrying out the Services fifteen (15) days within the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

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

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Client

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

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

For the purpose of this clause:

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

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

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

2.6.2 By the Consultant

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

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

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant will perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted

professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant will always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultant or third parties.

3.2 Conflict of Interests

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

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

3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their Sub-consultant nor the Personnel will engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Insurance to be taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-consultant to take out and maintain, at their (or the Sub-consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for

the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

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

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

3.6 Reporting Obligations

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

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the CONSULTANT, it becomes necessary to replace any of the Key Personnel, the Consultant will forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Consultant will, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client BSRDC will use its best efforts to ensure that it will provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultant's costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

8. Retention Money

An amount equivalent to 5% of the accepted Contract amount shall be retained at the end of the Contract in the form of Performance BG for accuracy of work and same will be released after 06 months of the successful completion of complete assignment.

9. Penalty

9.1 Penalty for Error Variation

If error variation in any of the assigned work is more than +/- 15%, the penalty equivalent to 5% of contract value shall be imposed. For this purpose, retention money equivalent to 5% of the contracted value will be forfeited.

9.2 Penalty for Delay

In case of delay in completion of services, a penalty equal to 0.05% of the Contract price per day subject to a maximum 5% of the Contract value will be imposed and shall be recovered from payments due/ performance security. However, in case of delay due to reasons beyond the control of the CONSULTANT, suitable extension of time will be granted.

10.0 Performance Security

Consultant will have to furnish a Performance Security in form of Bank Guarantee for a sum equivalent to 10% of the Accepted contract amount shall be valid for the period of 33 months from the agreement date. The Bank Guarantee(s) shall be released after six Months of the satisfactory completion of the assignment.

11.0 Provision of office and vehicle for each project road are compulsory to be provided by the consultant. When office and vehicle shall not be found in project road then 0.5 Lac per month will be deducted from their due payment.

12.0 Action for Deficiency in services

12.1 Consultants liability towards the Employer

Consultant shall be liable to identify the employer for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by him.

12.2 Warning / Debarring

In addition to the penalty as mentioned in Para 9, warning may be issued to the erring Consultants for minor deficiencies. In the case of Major deficiencies in the project involving time and cost overrun and adverse effect on reputation of EMPLOYER, other Penal action including debarring for certain period may also be initiated as per Policy of EMPLOYER.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General

GC Clause * Conditions of Contract

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

1.3 The language is: English

1.4 The addresses are:

Client : _____

Attention : _____

Facsimile : _____

CONSULTANT : _____

Attention : _____

Facsimile : _____

1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

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

- 1.7 For domestic consultant/personnel and foreign consultant / personnel who are permanent residents in India

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

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

- [2.2 The date for commencement of Services is

- 2.3 The period shall be 27 months from the date mentioned in 2.2 above

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

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

- 3.4 The risks and the coverages shall be:

- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant or their Personnel or any Sub-consultant or their Personnel, for the period of Consultancy;
- (2) Third Party liability insurance, with a minimum coverage for one percent of the contract amount for the period of Consultancy;
- (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant is of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
- (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

- 3.5 (c) Participation in similar services in the client organisation

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

5.1 Not applicable.

5.3 Not Applicable

6.2 The amount in local currency is .

6.4 The accounts are:

for local currency :

Payments shall be made according to the following schedule:

Payment milestone

Sl. No.	Indicative Payment Milestone	Payment (% of contract Value)
1	On submission and approval of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on DPs (Identification and Verification report) and review of the same by the BSRDC.	10%
3	Publication of Preliminary Notification under Section 11 of L.A. Act as well as submission of proposal for transfer of Govt. land to Revenue & Land Reform Department.	7%
4.	Publication of Declaration and Summary of R&R up to Section 19 of LA Act	8%
5.	Preparation of Compensation sheet and Declaration up to Award	8%
6.	On submission and approval of first 50% of the Micro Plans of DPs	10%
7.	On submission and approval of final 50% of the Micro Plans of DPs	10%
8.	On completion and distribution of identity Cards to all eligible DPS	5%
9.	On completion of distribution of eligible compensation amount to DPs.	10%
10.	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program, Road Safety Awareness and HIV/AIDs, health and hygiene, and human trafficking in affected villages.	10%
11	On submission of the Final Completion Report	6%
12	On approval of the Final Completion Report	6%
	Total	100%

The Performance Security in form of Bank Guarantee against the first payment (10% of contract value) shall be valid for the period of 33 months from the date of submission of invoices for first payment.

7. Dispute Settlement

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

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

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Managing Director, Bihar State Road Development Corporation Ltd, Patna for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Managing Director, Bihar State Road Development Corporation Ltd, Patna, 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 Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.3 Rules of Procedure

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

7.4 Substitute Arbitrators

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

7.5 Qualifications of Arbitrators

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

7.6 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in PATNA.
- (b) The English language shall be the official language for all purposes.
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A

Description of the Services

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

---- given in the TOR

Appendix B

Reporting Requirements

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

---- Six (06) copies of each report are to be submitted. Detail of submission of Report are given below:-

Sl. No.	Submission of Report	Time for SH-101/ SH-103/ SH-105	Time for SH-98/SH-99	Time for SH-95	Time for Amarpur Bypass (SH-85)
1.	Inception Report as mentioned in clause 3.3 of TOR	Within 02 weeks of effective date vide clause 2.1 of SC	Within 02 weeks of effective date vide clause 2.1 of SC	Within 02 weeks of effective date vide clause 2.1 of SC	Within 02 weeks of effective date vide clause 2.1 of SC
2.	Monthly Progress Report (MPR) in prescribed Format of BSRDCL and ADB	Within 7th day of each month	Within 7th day of each month	Within 7th day of each month	Within 7th day of each month

3.	Quarterly Progress Report (QPR)	Within 10th day of next month Immediately after the end of quarter.	Within 10th day of next month Immediately after the end of quarter.	Within 10th day of next month Immediately after the end of quarter.	Within 10th day of next month Immediately after the end of quarter.
4.	Identification and Verification Report	Within Four (04) Months after work award.	Within six (06) Months after work award.	Within Fifteen (15) Months after work award.	Within Four (004) Months after work award.
5.	Micro Plan of APs	Within Ten (10) Months after work award.	Within Twelve (12) Months after work award.	Within Twenty Two (22) Months after work award.	Within Ten (10) Months after work award.
6.	Distribution of Assistance to APs	Within Twelve (12) Months after work award.	Within Sixteen (16) Months after work award.	Within Twenty Five (25) Months after work award.	Within Twelve (12) Months after work award.
7.	Training & Skill Assessment Report	Within Fifteen (15) Months after work award.	Within Twenty Four (24) Months after work award.	Within Thirty (30) Months after work award.	Within Fourteen (14) Months after work award.
8.	Draft Final Report	Within Eighteen (18) Months after work award.	Within Twenty six (26) Months after work award.	Within Thirty Two (32) Months after work award	Within Sixteen (16) Months after work award
9.	Final Report	Twenty one (21) Months	Thirty (30) Months	Thirty Six (36) Months	Eighteen (18) Months

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

Appendix C

Key Personnel and Sub-CONSULTANT

(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-consultant [if already available]; same information with respect to their Personnel as in C-1

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

Appendix 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 inclusively be used for determining remuneration for additional services.

Appendix E

Services and Facilities Provided by the Client- Nil

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)