



**BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**

**(A Government of Bihar Undertaking)**

**Registered Office: # 2<sup>nd</sup> floor SFC Building khadya bhavan Daroga rai path R-block**

**Road No.-2 Patna-800001 Tel: 0612-2210101/ 22101012**

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Ref. No. :Buidco/SIU-5/yo-2/ Part-VI/2012

Date:

**REQUEST FOR PROPOSALS FROM NGOs FOR IMPLEMENTATION OF RESETTLEMENT PLAN FOR BEGUSARAI & BUXAR SEWERAGE & STP PROJECT UNDER BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD**

1. Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo) invites Request for Proposal (RFP) in the prescribed format for the services of eligible NGOs for the implementation of Resettlement Plan (RP) of **B E G U S A R A I & B U X A R** SEWERAGE & STP Project.
2. The detailed design of the Project has been completed and accordingly Resettlement Plan (RP) for the project is prepared.
3. The RFP Document can also be downloaded under intimation to BUIDCo from the website <http://buidco.in> and the cost of RFP Document amounting to Rs 5000 (Rupees Five thousand) shall be remitted while submitting the Proposal.
4. Pre bid meeting will be done on 16.01.17 at 15:00 Hr on meeting of BUIDCo.
5. The complete RFP Documents for the project be submitted separately for Begusarai & Buxar sewerage & STP at the address mentioned below latest by 27.01.2017, 15:00 Hrs. on and Technical Proposals shall be opened at 27.01.2017, 15:30 Hrs. In the office of Bihar Urban Infrastructure Development Corporation Limited, Patna in presence of NGOs authorized representatives.
6. BUIDCo reserves the right to cancel/postpone/modify this notice without assigning any reason.
7. The RFP may be viewed/downloaded from website of BUIDCo also <http://buidco.in> from 09.01.2017 onwards.

**Address for Communication:**

# 2<sup>nd</sup> floor SFC Building, khadya  
bhavan, Daroga rai path, R-block,  
Patna-800001  
Tel- 0612-2506109/208  
Fax- 0612-2506 132

Sd/-

**CHIEF GENERAL MANAGER**

**Bihar Urban Development Corporation Limited, Patna**

**Bihar Urban Infrastructure Development  
Corporation Ltd.**  
(A GOVERNMENT OF BIHAR UNDERTAKING)

**REQUEST FOR PROPOSAL**

For

**Implementation of Resettlement Plan (RP)**

For

**Begusarai & Buxar STP & Sewerage  
Project**

**Quality- and Cost- Based Selection (QCBS)**

**July , 2016**

**MANAGING DIRECTOR**  
BIHAR URBAN INDRASTRUCTURE DEVELOPMENT  
CORPORATION LTD.  
# 2<sup>nd</sup> floor SFC Building, khadya bhavan, Daroga rai Path,R-block  
road no -2,  
PATNA-800001  
BIHAR

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## **SECTION 1. LETTER OF INVITATION**

- 1. The Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo), A Government of Bihar Undertaking has undertaken the work of Begusarai & Buxar Sewerage & STP project in Begusarai & Buxar, Bihar. BUIDCo aims to lay 113km & 95km respectively of along with construction 17 & 16 MLD STP & 3 NOS & 2 NOS Intermediate pumping station respectively. Resettlement Plan for the affected people on the STP site been prepared.**
- 2. (a) Begusarai Project consists of the following developments:**

  - (i) Laying 113 km Sewer line**
  - (ii) Construction 17 MLD STP**
  - (iii) Construction of 3 Nos. IPS**

**(b) Buxar Project consists of the following developments:**

  - (i) Laying 95 km Sewer line**
  - (ii) Construction 16 MLD STP**
  - (iii) Construction of 2 Nos. IPS**
- 3. The project some hindrance are these from STP Land owners & at some location like at IPS the area is incepted. 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) has been 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 Urban Infrastructure Development Corporation Ltd (BUIDCo) invites the services of registered eligible NGOs hereafter referred to as "Consultant", for the**

implementation of RP on the project. More details on the Services are provided in the attached Terms of Reference.

5. The cost of the RFP is Rs 5000/- (Five Thousands Rupees) only. The RFP Document can also be downloaded under intimation to BUIDCo from the website <http://buidco.in> and the cost of RFP Document amounting to Rs 5000 (Rupees Five thousand) shall be remitted by Buidco while submitting the Proposal. This amount is Non- Refundable and is to be paid through D.D in favor of Managing Director, Bihar Urban Infrastructure Development Corporation Limited, payable at Patna.
6. Intending consultants, should submit their Application for RFP for each package separately to the Managing Director, BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. # 2<sup>nd</sup> floor SFC Building, khadya bhavan, Daroga rai path, R-block road no -2, PATNA-800001 BIHAR latest by upto at Hrs The Technical bid will be opened on at hrs.
7. A firm will be selected under Quality and Cost Based Selection (QCBS 70:30) and procedures described in this RFP.
8. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Agreement

## **SECTION- 2. INFORMATION TO CONSULTANTS**

### **1. Introduction**

- 1.1 The Client named in the “Data Sheet” will select a firm who have submitted their Proposal, in accordance with the method of selection indicated in the Data Sheet.**
- 1.2 The consultants are invited to submit a Technical Proposal (essentially in hard bound form) and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet the Proposal for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for agreement negotiations and ultimately for a signed agreement 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 agreement under each phase must be to the client’s satisfaction before work begins on the next phase.**
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the site before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional.**
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports if available.**
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the agreement, including a visit to the site, 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 consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any**

consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

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

- (a)** A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b)** Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

**1.8** It is the BUIDCO's policy that consultants observe the highest standard of ethics during the selection and execution of agreement. In pursuance of this policy, BUIDCO:

- (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 agreement execution; and
  - (ii)** "Fraudulent practice" means a misrepresentation of facts in order to influence a Selection process or the execution of the agreement to the detriment of BUIDCo, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BUIDCO 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 agreement in question;
- (c)** will declare a firm ineligible, either indefinitely or for a stated period of time, to

be awarded a BUIDCO agreement if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the agreement ; and

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

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

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

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

## 2. Clarification and amendment to RFP documents

2.1 Consultants may request a clarification of any of the 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 by electronic mail to the Client's email indicated in the Data Sheet. The Client will respond by electronic mail to such requests and will send copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.



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

**3. Preparation of Proposal**

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

**Technical Proposal**

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

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

- (i)** If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate. The consultants are encouraged to seek participation of local consultants by entering into a joint venture with, or subcontracting part of the Assignment to national consultants.
- (ii)** For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet/TOR the proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- (iii)** It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
- (iv)** Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.

- (v) **Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.**
- (vi) **Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.**
- 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, agreement 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, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including remuneration for staff, in the field and at headquarters, local transportation and for mobilization and demobilization, services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.**

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

**3.8 Consultants have to express the price of their services in INR only (inclusive of all taxes).**

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

**3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.**

- 4. Submission, Receipt, and Opening of Proposals**
- 4.1** The original Proposal (Technical Proposal and if required Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2** An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3** For each Proposal, the Consultants shall prepare the number of copies (In Hard and Soft Copy) indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4** The original and all copies of the Technical Proposal (including C.D) shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal (including C.D) in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5** The completed Technical and Financial Proposal must be delivered-at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6** After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and will not be opened at the time of opening of Technical proposal. All submitted proposals are to be opened publicly.

## **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 must be accompanied by JV Agreement MOU/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.**
- (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.**
- (E) Declaration of genuineness of proposal on stamp paper.**

## **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 agreement 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 agreement 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 quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date of Financial Proposal shall be taken into account the time for the consultant to which the venue of opening. The notification may be sent by any of the method like speed post, 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 quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.**
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have quoted all items of the corresponding Financial Proposals standard Form (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 agreement by the consultant unless the consultant is exempted) and estimated as per para 3.7.**

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

## **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 an agreement.

**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 agreement. 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** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate an agreement on the basis of the experts named in the Proposal. Before agreement negotiations, the Client will require assurances that the experts shall be actually available. The Client will not consider substitutions during agreement 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.

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

**7. Award of Agreement**

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

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

**8. Confidentiality**

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



# DATA SHEET

## Information to Consultants

Reference Clause to ITC	Details
1.1	<b>The name of the Client is: Bihar Urban Development Development Corporation Ltd., Patna.</b>
1.2	<b>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.</b>
1.3	<b>The Assignment is phased: No.</b>
1.4	<b>A pre-proposal conference will be held: Yes The name, address and telephone/numbers of the Client's Official are: Bihar Urban Development Corporation Ltd Managing Director Bihar Urban Development Corporation Ltd. # 2<sup>nd</sup> floor SFC Building khadya bhavan , darog rai path R- block Patna-800001, Bihar. Telephone : +0612-2506109/208 FAX: +0612-2506 132</b>
1.5	<b>The Client will provide the following inputs: Resettlement Plan (Download from BUIDCo website: <a href="http://buidco.in">http://buidco.in</a> ) Letter of introduction as and when required</b>
1.7.2	<b>The Client envisages the need for continuity for downstream work: No</b>
1.11	<b>The clauses on fraud and corruption in the agreement are: Yes Sub-Clauses 2.6.1(d) of G.C.C.</b>
2.1	<b>Clarifications may be requested up to Twenty days prior to the date of submission of proposals. The address for requesting clarifications is Managing Director Bihar Urban Development Corporation Ltd. # 2<sup>nd</sup> floor SFC Building khadya bhavan , darog rai path R- block Patna- 800001, Bihar. Telephone : +0612-2506109/208</b>
3.1	<b>Proposals should be submitted in the English language</b>

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 - Consultants should submit the Tax component, if any, separately to Consult tax consultants for details.	
3.10	Proposals must remain valid <b>120</b> days after the submission date.	
4.3	Consultants 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 submission address is Managing Director, Bihar Urban Development Corporation Ltd. # 2 <sup>nd</sup> floor SFC Building khadya bhavan , darog rai path R- block Patna-800001, Bihar. Telephone : +0612-2506109/208	
	Proposals must be submitted not later than the following date and time:	
5.2	The number of points to be given under each of the evaluation criteria are:	Points
	(i) Specific experience of the consultants related to the Assignment	30
	(ii) Adequacy of the proposed work plan and methodology in responding to the TOR	20
	(iii) Qualifications and competence of the key professional staff for the Assignment Team Leader Cum R&R Expert (24) - 1 No. Key Professional A (13) - 1 No. Key Professional B (13) - 1 No.	50
	<b>Total Points :</b>	<b>100</b>

<b>The weightage to be given for qualifications and competence of the key professional staff for the assignment are:</b>	
	<b>Weightage(%)</b>
<b>(i) General qualifications</b>	<b>30</b>
<b>(ii) Adequacy for the project</b>	<b>60</b>
<b>(iii) Experience in region &amp; language</b>	<b>10</b>
<b>Total :</b>	<b>100</b>
<b>The minimum technical score required to pass is : 75 Points</b>	
<b>5.3</b>	<b>The address to send information to the Client is: Managing Director , Bihar Urban Development Corporation Ltd. # 2<sup>nd</sup> floor SFC Building, khadya bhavan , Daroga rai path R- block Patna-800001, Bihar. Telephone : +0612-2506109/208</b>
<b>5.8</b>	<b>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</b>
<b>5.9</b>	<b>Consultants will finally be ranked according to their combined Technical (S<sub>T</sub>) &amp; Financial S<sub>T</sub> Score as follows.  S = S<sub>T</sub> * T + S<sub>f</sub> * F</b>
<b>6.0</b>	<b>The successful Consultant shall be selected on the basis of the Combined highest Score of the Consultants in technical &amp; Financial Score.</b>
<b>6.1</b>	<b>The address for negotiations is: Bihar Urban Development Corporation Ltd. # 2<sup>nd</sup> floor SFC Building ,khadya bhavan , Daroga rai path R- block Patna-800001, Bihar. Telephone : +0612-2506109/208</b>
<b>7.2</b>	<b>The Assignment is expected to commence in _____, 2016.</b>

## **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)

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**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 agreement 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)

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

Firm's Name: \_\_\_\_\_

Signature of Authorized Representative with seal:- \_\_\_\_\_

**3C. Comments and Suggestions of Consultants on the Terms of Reference and On Data, Services, And Facilities to be provided by the Client**

**On the Terms of Reference:**

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

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

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

**Consulting Firm's Name:**

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

**3E. Team Composition and Task Assignments**

**1. Technical/ Managerial Staff**

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

**2. Support Staff**

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



**3F. Format of Curriculum Vitae (CV) For Proposed Key professional staff**  
**(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)													
				1	2	3	4	5	6	7							
1.																	
2.																	
3.																	
4.																	

**Full time:** \_\_\_\_\_ **Part-time:** \_\_\_\_\_ **Reports Due:** \_\_\_\_\_

**Reports Due:**

**Activities Duration:**

**Signature**

**(Authorized representative)**

**Full Name:**

**Title :**

**Address :**

**3H. Activity (Work) Schedule**

**A. Field Investigation and Study Items:**

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

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

\* 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. Reimbursables per activity.**
- 4F. Miscellaneous expenses.**

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

FROM: (Name of Firm)

TO: (Name and Address of Client)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Ladies/Gentlemen:**

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

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

<b>Name and Address of Agents</b>	<b>Amount and Currency</b>	<b>Purpose of Commission or Gratuity</b>
_____	_____	_____
_____	_____	_____

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)				
<b>Sub Total -I</b>					
2.	Local Taxes and Duties @ Taxes payable in India				
3.	Consultancy service tax payable in India				
<b>Sub Total -II ( Total Tax, 2+3))</b>					
<b>Total Amount of Financial Proposal</b>					

**4C. Breakdown Of Price**  
[ACTIVITY WISE]

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



**4D. Breakdown Of Remuneration**

[ACTIVITY WISE]

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

\* Staff months, or days as appropriate.

#### 4E. Reimbursable

[ACTIVITY WISE]

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

## 4E. Miscellaneous Expenses

[ACTIVITY WISE]

Sl. No.	Description	Unit	Quantity	Unit Price in	Total Amount in
1	Communication between field and office (telephone )				
2.	Drafting, reproduction of reports	Day			
3.	Equipment: Vehicles & Computers				
4.	Software				
<hr/>					
	Grand Total				
<hr/>					

## SECTION 5. TERMS OF REFERENCE

**For the Consultants for implementing the Resettlement Plan (RP) for Bihar Urban Infrastructure Development Corporation Limited**

### **BIHAR URBAN DEVELOPMENT CORPORATION LTD**

1. The Bihar Urban Development Corporation Ltd (BUIDCO), A Government of Bihar Undertaking has undertaken the work of Begusarai & Buxar Sewerage projects and STP in city Begusarai & Buxar, Bihar. BUIDCO aims to lay 113 km & 95 km sewer line and construct of 17 MLD & 16 MLD STP with 3 nos & 2 nos of Intermediate pumping station respectively for both projects and Resettlement Plans (RPs) for project has been prepared based on the detailed design approved by BUIDCO. The detail of the project and Resettlement Package is listed as below :

**Table: 1 Details of Project**

Sl. No	Name of project	STP Capacity	Length of Sewer Network (in Km.)	District Covered	Total No. of Structure Affected *	Total No. of Households Affected *	Total No. of Displaced persons (DPs) *	Total No. of CPRs
1	<b>Begusarai Sewerage &amp; STP project</b>	<b>17 MLD</b>	<b>113</b>	<b>Begusarai</b>				
2.	<b>Buxar Sewerage &amp; STP project</b>	<b>16 MLD</b>	<b>95</b>	<b>Buxar</b>				

- \* The figures have to be filled in by the consultant and certified  
The land for the construction of STP is acquired. Although the land acquisition process has been completed , some of the land owners have not taken the payment and claiming for extra payment. It is decided by the authority to pay the extra claim through R&R Policy. Also the some parts of IPS sites are encroached.

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) has been 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.. The RPs are prepared in accordance with **World Bank's Policy on Involuntary Resettlement (2009)**, and the R&R activities are to be carried out by CONSULTANT as per the institutional arrangement agreed in the RPs. The implementation schedules in the RPs are to be followed for achieving the targets. Civil construction work for sewer network is in progress while the construction work for IPS and STP have not yet commenced in the project is To assist BUIDCO in the implementation of the RPs, BUIDCO now invites the services of eligible CONSULTANTS.

## **2. OBJECTIVES OF THE ASSIGNMENT**

The CONSULTANTS shall be responsible for the following, according to the RP:  
Educating the APs on their rights to entitlements and obligations.

- To ensure that the APs are given the entitlements due to them, according to the entitlements in the RP.
- To provide support and information to APs for income restoration.
- Assist the APs in relocation and rehabilitation, including counseling, and coordination with local authorities.
- Assist the APs in redressing their grievances (through the grievance redress committee set up by the subproject)
- Impart information to all the APs about the functional aspects of the various set up by the project, and assist them in benefiting from such institutional mechanisms.
- To assist BUIDCO with social responsibilities of the subproject, such as compliance with labor laws, prohibition of child labor, and gender issues.

- **To conduct awareness program for HIV/AIDs, Human Trafficking separately for Male & Female.**
- **To collect data and submit progress reports on a monthly and quarterly basis for BUIDCO to monitor the progress of RP implementation (in prescribe Performa of BUIDCO and World Bank).**
- **To co-ordinate with Client & APs.**
- **To perform gender Analysis and educate people for maintaining Male/ Female Ratio.**

### **3. SCOPE OF WORK**

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

#### **3.1 Administrative Responsibilities of the CONSULTANTS**

**The administrative responsibilities of the CONSULTANTS will include:**

- **Working in co-ordination with the Project Director (PD) in the PIU.**
- **Carrying out the implementation of the RP and assist the PD in implementation process.**
- **To co-ordinate with the GRCs in implementing the RP;**
- **Assist the RO in conducting all public meetings, information campaigns at the commencement of the project and give full information to the affected community;**
- **Translate the summary RP in local language to implement actions for mitigating adverse impacts on the APs;**

- To assist the PIU/Engineers (Construction Supervision Consultants) to ensure that the Agreements comply with the applicable labor laws (including prohibition of child labor) and gender issues;
- To assist the PIU and /or the Engineers in ensuring compliance with the safety, health and hygiene norms, and the conduct HIV/AIDS and Human Trafficking awareness/prevention campaigns.
- Report to the RO on a monthly and quarterly basis (in prescribe Performance of BUIDCO and World Bank). The report should include physical and financial progress, both in quantitative and qualitative terms. The report should prominently feature the problems and issues addressed and tackled with the APs and the solutions found. The report should have a separate chapter on women's issues, their problems and what has been done (within the framework of the RP) to ensure their participation in decision-making as well as the options made available to them to access economic opportunities, marketing and credit. The report should clearly indicate the number of field visits made by the CONSULTANTS staff and the outcome of consultations with people.
- Data base management of the APs.
- The APs and displaced persons will be assisted in the Income Generation Scheme training through the CONSULTANTS i.e. the provision made for training will be best utilized through the active support and involvement of the CONSULTANTS.

### **3.2 Responsibilities for Implementation of the RP**

#### **3.2.1 Identification APs and Verification of Database from RP**

- CONSULTANTS shall verify the information already contained in the RP and the individual losses of the APs. They should validate the data provided in the RP and make suitable changes if required with consultation and approval of RO. The CONSULTANTS shall establish rapport with APs, consult and provide information to them about the respective entitlements as

proposed under the RP, and distribute entitlement cum Identity Cards to the eligible APs. The identity Card should include a photograph of the AP, the extent of loss suffered due to the Project, and the choice of the AP with regard to the mode of compensation and assistance.

- The CONSULTANTS shall develop rapport between the APs and the Project Authority, particularly the RO. This will be achieved through regular meetings with both the RO and the APs. Meetings with the RO will be held at least fortnightly, and meetings with the APs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the CONSULTANTS.
- Prepare monthly action plans with targets in consultation with the RO.
- The CONSULTANTS shall prepare a list of the project-displaced persons/families for relocation, enlisting the losses and the entitlements, after verification. It shall also prepare a list of the project-affected persons/families (APs) enlisting the losses and the entitlement as per the RP, after verification. Verification shall include actual measurement of the extent of total property loss/damage, and valuation of the loss/damage/affect along with the RO. The CONSULTANTS shall display the list of eligible APs in prominent public places like PMC circle, Block/Tehsil headquarters, and the District Headquarters.
- During the identification and verification of the eligible APs, the CONSULTANTS shall ensure that each of the APs are contacted and consulted either in groups or individually. The CONSULTANTS shall specially ensure consultation with women from the AP families especially women headed households consultant need to have a women key personal in their Team .
- Participatory methods should be adopted in assessing the needs of the APs, especially with regard to the vulnerable groups of APs. The methods of contact may include village level meetings, gender participation through group's interactions, and Individual meetings and interactions.



- While finalizing the entitled persons (EPs) for compensation/assistance the CONSULTANTS shall make a list of entitled APs, and distribute Identity Cards to each and every verified eligible AP.
- The compensation of dismantling of various type of structure will be furnished by the consultant through Govt. valued on the basis of current schedule Rate in Micro Plan.

### **3.2.2 Counseling the Entitled Persons.**

The counseling shall include the following activities:

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

### **3.2.3 Disbursing the Assistance**

- Prepare micro plans indicating category of entitlement.

- Prepare micro plans for livelihood indicating alternative livelihood options, land identification, skills up grading and institutions responsible for training for eligible APs.
- The CONSULTANTS shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the APs), helping the APs to take salvaged materials and shift. In close consultation with the APs, the CONSULTANTS shall inform the RO about the shifting dates agreed with the APs in writing and the arrangements desired by the APs with respect to their entitlements.
- The CONSULTANTS shall assist the APs in opening bank accounts explaining the implications, the rules and the obligations of a joint account and how s/he can access the resources s/he is entitled to.
- The CONSULTANTS shall ensure proper utilization of the R&R budget available for this package. The CONSULTANTS shall ensure that the APs have found economic investment options and are able to restore the losses of land and other productive assets. The CONSULTANTS shall identify means and advise the RO to disburse the entitlements to the eligible persons/families in a manner that is transparent, and shall report to the BUIDCO on the level of transparency achieved in the project.

#### **3.2.4 Accompanying and Representing the Eps at the Grievance Committee Meetings**

- The CONSULTANTS shall nominate a suitable person (from the staff of the CONSULTANTS) to be a member of the GRC for the agreement package.
- The CONSULTANTS shall make the APs aware of the grievance redress committee (GRC)
- The CONSULTANTS shall train the APs on the procedure to file a grievance application and to confirm that a statement of claim from the concerned AP accompanies each grievance application. The CONSULTANTS

shall help the APs in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.

- The CONSULTANTS shall record the grievance and bring it to the notice of the 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.
- 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).

### **3.2.5 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.**

### **3.2.6 Inter-Agency Linkages for Income Restoration and other R&R Services**

- **The CONSULTANT will be responsible for establishing linkages with,**
- **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 programs for income restoration for APs.**
- **CONSULTANT will have to prepare an income restoration plan.**

### **3.2.7 Assisting the Supervision Consultant with the Project's Social Responsibilities**

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

### **3.2.8 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.

### **3.2.9 Monitoring and Evaluation**

- The RP includes provision for monthly internal monitoring by CONSULTANT/ RO 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 consultants. 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.

#### **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.**

### **3.3 Documentation and Reporting by CONSULTANT**

**The CONSULTANT selected for the assignments will be responsible to:**

- **Submit an inception report within three weeks; on signing up of the agreement including a work plan for the whole agreement period, staffing and personnel deployment plan, and a withdrawal plan at the end of the period of agreement . The withdrawal plan shall be detailed and reflect**

how the APs will maintain the assets created and transferred to the APs.

- **Prepare monthly progress reports (in prescribe Performa of BUIDCO and WORLD BANK).to be submitted to the Project Director, with weekly progress and work charts as against the scheduled timeframe of RP implementation.**
- **Prepare and submit quarterly reports on a regular basis, to be submitted to the Project Director.**
- **Submit a completion report at the end of the agreement period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, and a summary of support/assistance given to the APs.**
- **All other reports/documentation as described in these terms of reference.**
- **Record minutes of all meetings.**
- **All progress reports shall include data on input and output indicators as required by the RO. Reporting in writing as well as photographs, videotapes etc., taken during the assignment shall be submitted in support of the reports, along with an electronic copy of the documents in a floppy or a CD. All reports should be in English only. Accounts reports both on expenditure on administration as well as training and other heads shall be submitted with the quarterly and the completion reports.**
- **In addition to these above, the CONSULTANT will prepare and submit separate descriptive reports on participatory micro-plans with full details of the Participatory Rapid Appraisal exercises conducted.**
- **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 BUIDCO as annual reports.**

### **3.4 Condition of Services**

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

### **3.5 Timeframe for Services**

- **The CONSULTANT will be contracted for a period of Three months from the date of commencement, with a withdrawal methodology built in to the proposals from the CONSULTANT.**

### **3.6 Data, Services and Facilities to be provided by the Client**

- **The PIU 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 Consultants. 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.**



### 3.7 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 PD to the PIU that the targets have been achieved in a satisfactory manner.

Sl. No.	Payment Milestone	Payment (% of agreement)
1.	On submission and approval of the inception Report complete in all respects	10%
2.	On completion of the identification, verification of APs and initial consultation sessions, and submission of updated data on Aps (Identification and Verification report) and review of the same by the PIU.	20%
3.	On submission and approval of the Micro Plan of Aps	20%
4.	On Completion of the distribution of Identity Cards to all eligible PAPs.	05%
5.	On completion of the rehabilitation process and implementation of I.R. Plan	20%
6.	On submission of the Draft Final Completion Report	10%
7.	On submission of the Final Completion Report	15%
	<b>Total</b>	<b>100%</b>

The above remuneration includes all costs related to carrying out the services, including overhead complete in all respect.

### 3.8 Team for the Assignment

- The CONSULTANT will assign a team of professionals to the site. The constitution of the team and the qualification for the team members is given below:

Sl. No.	Position	No. of positions	Qualification
1.	Team Leader	1	The team leader should be a Post-Graduate in social sciences (Sociology/Social Work/Anthropology/ Geography/Economics), and should have experience of working in large-scale development projects. S/he should have about 10 years' experience in implementation of R&R and have experience in linear highway project works. Should have participated in about three (03) projects involving R&R activities. S/he should have held responsible position for about 10 years in the previous assignments. S/he should possess participatory management skills and should have good knowledge of the region
2.	Key Professional (A) R&R expert (will be coordinating R&R activities in the assigned districts)	1	Key Professional (A) R&R expert Should be at least a graduate in Social Science (Sociology/SocialWork/Anthropology/ Geography/ Economics). S/he should have about 10 years experience in implementation of R&R and rural development. S/he should have participated in about three (03) projects involving R&R activities in linear highway projects. Should have participatory management skills and knowledge of land measurement, and should be conversant with land valuation methods. Knowledge of local language is a necessary qualification.
3.	Key Professional (B) Civil Engineer (will be responsible for activities in the assigned districts)	1	Key Professional (B) Civil Engineer Should be a graduate in Civil Engineering. S/he should have about 10 years experience in field work. S/he should have participated in about Two (02) projects involving R&R activities experience in linear highway project. Should have sound

			understanding of the land acquisition process, and should be well conversant with the valuation methods of land and assets. Should have sound knowledge of preparation of Estimates, Should have experience in participatory management. Knowledge of local Language is a necessary qualification.
4.	Key Professional(C) Social development expert (will be responsible for activities in the assigned districts)	1	Key Professional(C) Social development expert Should be at least graduate in Social science (Sociology/ Social Work/ Anthropology/ Geography/ Economics), and should have about 10 year experience of working in community development and community awareness projects in linear highway project. Should have about 5 years experience in the field of HIV/AIDS. Knowledge of local language is a necessary qualification.
5.	Key Professional(D) Land Acquisition Expert (will be responsible for activities in the assigned districts)	1	Key Professional (D) 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.
6.	Technical Support Professionals	5	One technical support professional should be at least a diploma holder in computer application. S/he should have about 7 years of working experience in database management. S/he should have experience of preparing the reports for projects related to R&R/Rural development. The other four technical support professionals should be graduate or equivalent in social sciences. Knowledge of local language and experience of working in the region is essential.

- **Additionally the following conditions shall apply to the team proposed by the 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 agreement , may be replaced during the period of agreement , 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.**

**AGREEMENT FOR CONSULTANT'S  
SERVICES**

**Between**

**Bihar Urban Development Development  
Corporation Ltd**

**[Name of Client]**

**and**

**[Name of Consultant]**

**Place :**

**Dated :**

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**I. FORM OF AGREEMENT#**

**Lump Sum Remuneration**

**This AGREEMENT (hereinafter called the "Agreement ") 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 Agreement , 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 Agreement attached to this Agreement (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 Agreement ;**

**\* 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 Agreement:**

**(a) The General Conditions of Agreement (hereinafter called**

**"GC"); (b) The Special Conditions of agreement (hereinafter called**

**"SC"); (c) The following Appendices:**

**Appendix A: Description of the Services \_\_\_\_\_**

**Appendix B: Reporting Requirements \_\_\_\_\_**

**Appendix C: Key Personnel and Sub-consultants \_\_\_\_\_**

**Appendix D: Breakdown of Agreement Price in Local  
Currency \_\_\_\_\_**

**Appendix E: Services and Facilities Provided by the  
Client**

**2. The mutual rights and obligations of the Client and the Consultant will be as set forth in the Agreement, in particular:**

**(a) The Consultant will carry out the Services in accordance with the provisions of the Agreement; and**

**(b) The Client will make payments to the Consultant in accordance with the provisions of the Agreement.**

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement 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 consists 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 AGREEMENT**

### **1. GENERAL PROVISIONS#**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this agreement has 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) "Agreement" means the agreement signed by the Parties, to which these General Conditions of agreement (GC) are attached, together with all the documents listed in Clause 1 of such signed agreement;
- (c) "Agreement 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" mean these General Conditions of agreement ;
- (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 Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on

**their behalf in exercising all the Consultant 's rights and obligations towards the Client under this Agreement ;**

- (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 Agreement by which these General Conditions of Agreement may be amended or supplemented;**
- (m) "Services" means the work to be performed by the Consultant pursuant to this Agreement as described in Appendix A; and**
- (n) "Sub-consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.**
- (o) "RP" means Resettlement plan. The Resettlement Plan prepared by DPR consultant is available for ready reference. As per the World Bank & NMCG norms the Resettlement Plan is being prepared by independent consultant and will be provided before the award of agreement .**

## **1.2 Law Governing the Agreement**

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

## **1.3 Language**

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

**1.4 Notices**

Any notice, request or consent made pursuant to this Agreement 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 agreement 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 agreement Price.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

This agreement shall come into effect on the date the agreement 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 agreement becomes effective, or at such other date as may be specified in the SC.

## **2.3 Expiration of Agreement**

Unless terminated earlier pursuant to Clause 2.6, this agreement 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 Agreement, including any modification of the scope of the Services or of the Agreement Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purpose of this Agreement, "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 Agreement impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Agreement**

The failure of a Party to fulfill any of its obligations under the agreement shall not be considered to be a breach of, or default under this Agreement in so far 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 Agreement, 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 Agreement, 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 Agreement , 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 Agreement , 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 Agreement .

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 agreement execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a agreement 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 Agreement .**

### **2.6.2 By the Consultant**

**The Consultant may terminate this agreement, 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 Agreement 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 agreement 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 Agreement .**

### **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 Agreement 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 Agreement 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 Agreement

or to the Services or in the discharge of their obligations under the Agreement , 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 Agreement 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 Agreement , any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Agreement ; or
- (b) After the termination of this Agreement , 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 Agreement , disclose any proprietary or confidential information relating to the Project, the Services, this Agreement , 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 subagreement 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 Agreement, 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

Consultants, 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 BUIDCO 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 Agreement , 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 Agreement shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 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 CONSULTANTS**

### **6.1 Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Agreement 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 Agreement 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 Agreement 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. All 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. 10% of each payment will be deducted from each invoice (Bill) maximum up to 10% of the Accepted Agreement Amount as a security deposit which would be returned back to the Consultant after 06 (Six) months of satisfactory completion of the complete assignment.

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

In case of any disputes arising out of this contract between the parties, the same shall be amicably settled by Managing Director, BUIDCo in this respect shall final and binding upon both the Parties to the Contract.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Agreement 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 Agreement amount shall be retained at the end of the Agreement 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 agreement value shall be imposed. For this purpose, retention money equivalent to 5% of the agreement ed 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 Agreement price per day subject to a maximum 5% of the Agreement 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 consultants, suitable extension of time will be granted.**

## **10.0 Security Money**

**10% of each payment will be deducted from each invoice which will be treated a security Deposit which would be returned back to the Consultant after 6 (six) months of satisfactory Completion of the whole Assignment.**



**III. SPECIAL CONDITIONS OF AGREEMENT**

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

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

**1.3 The language is: English**

**1.4 The addresses are:**

**Client : \_\_\_\_\_**

**Attention : \_\_\_\_\_**

**Facsimile : \_\_\_\_\_**

**Consultants : \_\_\_\_\_**

**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 consultants personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement 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 Agreement shall come into effect is:.....**

**[2.2 The date for commencement of Services is .....**

**2.3 The period shall be 3months 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 Agreement , 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 Agreement , 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 agreement 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 agreement 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 Agreement , (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 agreement without the prior written approval of the Client.

5.1 Not applicable.

5.3 Not Applicable

6.2 The amount in local currency is \_\_\_\_\_.

6.4 The accounts are:

For local currency :

Payments shall be made according to the following schedule:

Payment milestone

Sl. No.	Payment Milestone	Payment (% of agreement)
1.	On submission and approval of the inception Report complete in all respects	10%
2.	On completion of the identification, verification of APs and initial consultation sessions, and submission of updated data on Aps (Identification and Verification report) and review of the same by the PIU.	20%
3.	On submission and approval of the Micro Plan of Aps	20%
4.	On Completion of the distribution of Identity Cards to all eligible PAPs.	05%
5.	On completion of the rehabilitation process and implementation of I.R. Plan	20%
6.	On submission of the Draft Final Completion Report	10%
7.	On submission of the Final Completion Report	15%
	<b>Total</b>	<b>100%</b>

10% of each payment will be deducted from each invoice maximum up to 10% of the Accepted Agreement Amount as a security Deposit which would be returned back to

the

**Consultant after 6 (six) months of satisfactory Completion of the complete Assignment.**

## **7. Dispute Settlement**

**7.2 (i) Any dispute, controversy, or claim arising out of or relating to this agreement , 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 Urban 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 Urban 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, Urban**

**Development & Housing Department, Government of Bihar.**

- (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, Urban Development & Housing Department, Government of Bihar, 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".]

---- Five (05) copies of each report are to be submitted. Details of submission of Report are given below:-

Sl. No.	Submission of Report	Time
1.	Inception Report as mentioned in clause 3.3 of TOR	Within 02 weeks of effective date vide clause 2.1 of SC
2.	Monthly Progress Report (MPR) in prescribed Performa of BUIDCO and WORLD BANK	Within 7th day of next month
3.	Quarterly Progress Report (QPR)	Within 10th day of next month Immediately after the end of quarter.
4.	Identification and Verification Report	Within One (01) Months after work award.
5.	Micro Plan of Aps	Within Two (02) Months after work award.
6.	Distribution of Assistance to APs	Within Two (02) Months after work award.
7.	Training & Skill Assessment Report	Within Two (02) Months after work award.
8.	Draft Final Report	Within Three (03) Months after work award.
9.	Final Report	Four (04) Months

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

## **Appendix C**

### **Key Personnel and Sub-consultants**

**(Refer Clause 4.1 of the Agreement )**

#### **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 agreement 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