Consultancy Services for NGO/Agency

to assist

PIUs in Resettlement Plan Implementation for Asian Development Bank (ADB) Tranche 2 funded projects for Rajasthan State Highway Road Investment Programme (RSHIP).

RFP No: Package No. ADB Tr 2/RSHDP /NGO

REQUEST FOR PROPOSAL (RFP)

Rajasthan State Highway Investment Programme
Public Works Department
GOVERNMENT OF RAJASTHAN
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SECTION-1: LETTER OF INVITATION

1. Public Works Department, Government of Rajasthan has been mandated to work for widening of existing State Highways from single lane/Intermediate lane carriage way into two-lane carriage way and strengthening of existing two-lane roads. The Rajasthan State Highway Development Project (RSHDP), is a project proposed to be financed by Asian Development Bank (ADB), aims to strengthen and rehabilitate selected deteriorated state highways and to provide improved road network in the state. Feasibility Studies have been conducted for 11 road sections included in six Packages of RSHDP Tranche-II. Resettlement Plans (RP) for these 11 project roads have been prepared based on the social survey of the project roads. The details of the project roads are as under:-

Table: 1 Details of Project Roads

<table>
<thead>
<tr>
<th>S. No</th>
<th>SH No.</th>
<th>Name of Road</th>
<th>Length (in Km)</th>
<th>Total private land Acquisition* required (in Hectares)</th>
<th>Total No. of Structures Affected*</th>
<th>Total No. of land owners*</th>
<th>Total No. of Households* Affected (including tenants)</th>
<th>Total No. of CPRs*</th>
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<tr>
<td>1</td>
<td>58</td>
<td>Jodhpur- Sojat Road</td>
<td>75.700</td>
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<td>93</td>
<td>148</td>
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<td>2</td>
<td>31A</td>
<td>Bhinmal - PantheriPosana - Jeevana</td>
<td>51.580</td>
<td>3.417</td>
<td>18</td>
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<td>191</td>
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<td>93A</td>
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<td>102</td>
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<td>337</td>
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<td>5</td>
<td>7</td>
<td>Losal-Salasar-Ratangarh</td>
<td>78.603</td>
<td>42.2817</td>
<td>46</td>
<td>97</td>
<td>244</td>
<td>45</td>
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<td>6</td>
<td>66</td>
<td>Siwana - Samdari - Balesar</td>
<td>90.650</td>
<td>28.403</td>
<td>13</td>
<td>0</td>
<td>264</td>
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<tr>
<td>7</td>
<td>26A</td>
<td>Beawar-Masuda-Goyla</td>
<td>67.010</td>
<td>4.0371</td>
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<td>291</td>
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<td>8</td>
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<td>0.000</td>
<td>66</td>
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<td>66</td>
<td>16</td>
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<tr>
<td>S. No</td>
<td>SH No.</td>
<td>Name of Road</td>
<td>Length (in Km)</td>
<td>Total private land Acquisition* required (in Hectares)</td>
<td>Total No. of Structures Affected*</td>
<td>Total No. of land owners*</td>
<td>Total No. of Households* Affected (including tenants)</td>
<td>Total No. of CPRs*</td>
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<td>--------------------------</td>
<td>------------------------------------------------------</td>
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<tr>
<td>10</td>
<td>102</td>
<td>Nasirabad-Mangliyawas-Padukalan</td>
<td>62.960</td>
<td>4.265</td>
<td>1</td>
<td>120</td>
<td>144</td>
<td>3</td>
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<tr>
<td>11</td>
<td>59 &amp; 104</td>
<td>Beawar-Pisangan-Tehla-Kot-Alniyawas</td>
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<td>10.7736</td>
<td>120</td>
<td>233</td>
<td>426</td>
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<td><strong>106.697</strong></td>
<td><strong>645</strong></td>
<td><strong>1059</strong></td>
<td><strong>2295</strong></td>
<td><strong>183</strong></td>
</tr>
</tbody>
</table>

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

2. Public Works Department, Government of Rajasthan invites the services of registered eligible NGO/agency/organization hereafter referred to as RP Implementation Support Organization on the project roads for implementation of RPs as shown in Table 1. More details on the Services are provided in the attached Terms of Reference.

3. Intending organizations, are invited to submit their Application for RFP to the Additional Chief Engineer (PPP Division), Public Works Department Rajasthan, Jacob Road, Civil Lines, Jaipur - 302006, latest by 21.08.2019 up to 11:30 Hrs. The applications will be opened on 21.08.2019 at 15:00 Hrs.

4. Firms will be selected under Quality and Cost Based Selection (QCBS80:20) and as per the procedures described in this RFP.

5. RFP document can be downloaded from the Official Website of the Authority (www.pwd.rajasthan.gov.in).

6. The RFP includes the following Sections:
   - Section 1 - Letter of Invitation
   - Section 2 - Information to Organisations
   - Section 3 - Technical Proposal - Standard Forms
   - Section 4 - Financial Proposal - Standard Forms
   - Section 5 - Terms of Reference
   - Section 6 - Standard Form of Contract
SECTION-2: INFORMATION TO ORGANISATIONS

1. Introduction

1.1 The Client named in the Data Sheet will select an Organisation for the implementation of RPs, who has submitted their Proposal, in accordance with the method of selection indicated in the Data Sheet.

1.2 Organisation for the implementation of RPs are required to submit a Technical Proposal (essentially in hard bound form) and a Financial Proposal, as specified in the Data Sheet. The Proposal for implementing the RP must be for the Project Roads named in the Data Sheet. The Proposal shall be the basis for contract negotiation and ultimately for signing of the contract with the selected organisation.

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

1.4 Organisations interested to submit the proposal, are advised to familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, organizations are encouraged to pay a visit to the Client’s office before submitting a Proposal, and to attend a pre-proposal conference, if one is specified in the Data Sheet. Attending the pre-proposal conference is optional.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Organisation by providing Letters needed to carry out the services, and make available relevant project data and reports, if required for carrying out the services.

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

1.7 It is expected that Organisations 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 organisation’s interests. Organisation 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, Organisation shall not be selected under the circumstances set forth below:

(a) An organisation 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 services for the same project. Conversely, organisation 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 organisation’s earlier consulting services) for the same project.
(b) Organisation 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 Organisation.

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

1.8 It is the Public Works Department, Government of Rajasthan policy that Organisations observe the highest standard of ethics during the selection process and after execution of Contract. In pursuance of this policy, PWD:

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

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

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

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

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

(d) will have the right to include a clause in contract, requiring Organisations to permit PWD to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the PWD.

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

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

2. Clarification and amendment to RFP Document:

2.1 Organisation may request a clarification of any of the clause of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or
electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by facsimile or electronic mail and uploading the response on its website to such requests.

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 uploaded on the PWD website www.pwd.rajasthan.gov.in. Any addenda, if issued, shall be deemed to be intimated once uploaded in website and will be binding on the participating firms. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1 Organisations are requested to submit their proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5). The Technical Proposal (Hard Bound) should be enclosed in an envelope which should be marked as “Technical Proposal” and be submitted as mentioned in section-2 para 3&4. The copy of Technical proposal must also be uploaded on eproc (www.eproc.rajasthan.gov.in) in electronic form. The Financial Proposal should be submitted only in Electronic Form. No hard copy of the Financial Proposal is to be submitted. Please also refer “procedure under e-tendering” defined in the RFP in this regard.

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative’s authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

Technical Proposal

3.2 In preparing the Technical Proposal, Organisations 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 organisation considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other organisation(s) and/or entities in a joint venture relationship or sub-consultancy, as appropriate. The Organisations are encouraged to seek participation of local organisation by entering into a joint venture with, or associating themselves with the local organisations. In case of JV or inclusion of Associate Company, a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet/TOR.

(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/TOR, preferably under conditions similar to those prevailing in the area of the Assignment.
(v) Alternative key professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.

(vi) Reports to be issued by the organisation as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm’s personnel have a working knowledge of the language spoken/understood by the general public in the area.

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

(i) A brief description of the firm’s organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and organisation’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 position, the tasks that would be assigned to each staff team member, and their person-month (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 tenure.

(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 verification, 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, Organisations 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, hiring charge for 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 Deleted.

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).

Goods & Service Tax as applicable shall be paid as per GST Rules to the consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer. Employer shall pay only the Goods & Service Tax.

3.10 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the Organisation 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 Organisation, who do not wish to extend the validity of their proposal, can do so and withdraw from the selection process.

3.11 *The applicant shall submit the Financial Proposal only in the prescribed formats on the E Tender portal and no hard copy of the Financial Proposal is required to be submitted.*

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. The person or persons who sign the Proposals must initial any such corrections.

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 You must submit one „ORIGINAL” proposal only in accordance with “procedure under e-tendering” defined in the RFP. The Technical Proposal (Hard Bound) should be enclosed in an envelope which should be marked as “Technical Proposal” and be submitted as mentioned in Section-2 para 3&4. The copy in electronic form must also be uploaded on www.eproc.rajasthan.gov.in. The Financial Proposal should be submitted only in Electronic Form. No hard copy of the Financial Proposal is to be submitted. For each Proposal, the Organisation shall prepare the number of copies (In Hard and Soft Copy) indicated in the Data Sheet. Each Technical Proposal should be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the provision made in original proposal shall govern.

4.4 The sealed Envelope to be submitted to PWD shall contain 2 sealed envelopes, One containing the “Technical Proposal” and “other containing the Demand Draft in favour of Project Director (PPP) PWD, Jaipur for payment of Rs. 5,000/- (Cost of RFP) and Demand Draft amounting to Rs 1000/- (Rupees one thousand) in favour MD, RISL payable at Jaipur towards application processing fees.

4.5 The technical proposal must also be submitted in a hard bound form with all pages numbered serially, along with an index of submissions. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document). Spiral bound form, loose form, etc will be not accepted. A copy of the Technical Proposal should also be uploaded on the E-Tender portal as mentioned above.
4.5.1 The completed 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 Documents comprising Technical and Financial BID

The Bidder shall submit the proposal consisting of Technical Bid in a envelope comprising of the following documents along with supporting documents as appropriate:

**A. Technical Bid**

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) Copy of Memorandum of Understanding between JV partners, if applicable;
- (d) Copy of Memorandum of Understanding with Associate, if applicable
- (e) Firm’s credentials as per format prescribed in SECTION-3 OF RFP.
- (f) Technical proposal as per format prescribed in SECTION-3 OF RFP.
- (g) Cost of RFP of Rs. 5000/- (Rupees Five thousand only) in the form of Demand Draft payable at Jaipur in favour of Project Director (PPP) PWD, Jaipur.
- (h) Demand Draft amounting to Rs 1000/- (Rupees one thousand) in favour of MD, RISL payable at Jaipur towards application processing fees.
- (i) Self declaration of non corrupt and fraud practices.

**B. Financial bid**

Financial Proposal as per format for submission on eproc prescribed in SECTION- 4 of RFP.

- (j) The envelopes specified in Clause 4.6 shall be placed in an outer envelope which shall be sealed. Each of the three envelopes shall clearly bear the address of the Authority, RFP Notice number, and “BID for Agency/ NGO to assist implementation of RPs under ADB Tr 2” and the name and address of the Applicant. In addition, the Application due date should be indicated on the right hand corner of the envelope. The envelope must be clearly marked the following:

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“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”.
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If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

4.6.1 The completed Proposal must be delivered on or before the specified time on Bid Due Date. Bid submitted by fax, telex, telegram or e-mail shall not be entertained.

4.6.2 The original documents should be submitted before 11:30 hours Indian Standard Time on the Application due date i.e. on **21.08.2019** at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

Attention: Additional Chief Engineer, (PPP)
Street address: Public Works Department, Jacob Road, Civil lines City: Jaipur
PINcode: 302006
Country: India
Telephone: 91-141-2223547
E-mail address: aceppp.pwd@rajasthan.gov.in

4.6.3 Modification / Substitution/ Withdrawal of bids:

(k) The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Bid Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

(i) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

(ii) The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.1, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

(iii) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit again.

4.7 Submission of financial proposal through e-tendering

4.7.1 Without prejudice to the provisions of this RFP and the obligations of the Bidders specified therein, a Bidder shall be entitled to submit its Financial Proposal through the e-tendering process specified by the Government of
Rajasthan for procurement through e-tendering, subject to the provisions of this Clause 4.7.

4.7.2 The Bid to be submitted under this Clause 4.7 shall be restricted to, and comprise the formats specified at Section-4 of this RFP. The remaining documents accompanying the proposal shall be submitted in accordance with the provisions of Section -3 and section-4

4.7.3 A Bidder who submits an e-bid hereunder may, in its discretion, omit to submit the Bid comprising Section-4, as specified in Clause 3.

4.7.4 In the event of any discrepancy between the e-bid submitted in accordance with this Clause 4.7 and the Bid submitted in accordance with Clause 3, the former shall prevail.

4.7.5 Bids to be submitted in electronic format in pursuance of this Clause 4.7 shall conform with the procedure specified at the website “http://eproc.rajasthan.gov.in” of the Government of Rajasthan.

4.7.6 The Bidder shall procure a class 2 digital signature certificate (as described by the Department of Electronics and Information Technology, Ministry of Communication and Information Technology) or use a valid class 2 digital signature certificate which it may have procured earlier.

4.7.7 The Government of Rajasthan avails the services of RajCOMP Info Services Ltd. (RISL) for providing support in e-tendering to Bidders. The processing fees of Rs 1,000 (Rupees one thousand) payable to RISL for this purpose shall be paid by the Bidder through demand draft in favour of MD, RISL payable at Jaipur through the Authority.

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) In case of JV proposal must be accompanied by JV Agreement MOU/JV agreement.
b) Methodology / Work Plan must be submitted with proposal.
c) Details of work Experience certificate with value of services rendered. Certificate issued by Client/ Principal Employer must be submitted along with proposal.
d) CV must contain photograph & Signature of the Key Person, age proof certificate, Educational Qualification certificate & Experience certificate and all certificates must be countersigned by the Authorized representative.
e) Proposal must be hard bound.
g) Registration certificate of the firm certified by the Authorized representative.
h) 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 shall evaluate 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 Data Sheet.

5.3 From the time the bids are opened to the time the contract is awarded, if any Organisation 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 proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

5.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals.

**Public Opening and Evaluation of Financial Proposals; Ranking**

5.5 After the evaluation of Technical Proposal is completed, the Client shall notify the Organisations who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals by any of the method like registered letter, facsimile, electronic mail or combination thereof.

5.6 The Financial Proposals shall be opened publicly in the presence of the Organisation’s representatives who choose to attend. The name of the Organisation, 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 contract 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 rank based on 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 a contract.

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

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

6.4 After selection of the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the Contract on the basis of the experts named in the Proposal. During contract negotiations, the Organisation shall confirm the availability of the persons named in their proposal. Normally no substitution of personal named in the proposal shall be considered, however under compelling circumstances, such substitution may be considered provided, the new substitution CV scores better or at least equal marks than those of the original CV. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

7. **Award of Contract**

7.1 The Contract will be awarded following contract negotiations. After successful negotiations, the Client will promptly notify other Organisation intimating thereby the finalization of Contract and return the Financial Proposals of those consultants whose proposal was found to be non-responsive to the requirement of RFP.

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 Organisations who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified and awarded the contract.
9. Procedure under E-Tendering

9.1 Accessing/ Purchasing of BID documents

9.1.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) from any of the licensed Certifying Agency (CA). Bidder should do Online Enrolment in the e- procurement portal of Government of Rajasthan using the option Click Here to Enrols available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.

DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The authorized signatory holding Power of Attorney or the person executing such Power of Attorney shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

9.1.2 To participate in the bidding, it is mandatory for the Bidders to submit the bids through the e-tending process specified by the Government of Rajasthan, details of which can be seen on the e-procurement portal of State Government http://eproc.rajasthan.gov.in.

9.1.3 The firm / Joint Venture may use a valid Digital Signature Certificate (DSC) which it may have procuredearlier.

9.1.4 The complete BID document can be viewed / downloaded by the Bidder from e- procurement portal of State Government (http://eproc.rajasthan.gov.in) or official portal of PWD i.e. www.pwd.rajasthan.gov.in from 09.07.2019 to 21.08.2019 (upto 11:30 Hrs.IST).

9.1.5 To participate in e- bidding, Bidders have to pay Rs. 1,000 (Rupees one thousand only) towards non-refundable to e-procurement service provider against tender processing fee through demand draft in favour of MD, RISL payable at Jaipur.

9.2 Preparation & Submission of BIDs:

9.2.1 The Bidder should submit his Bid online following the instruction appearing on the screen. Detailed instructions for the bidder for e-procurement are also available on e- procurement portal of State Government.

i. The following shall be the form of various documents in the Application:

   A. Only Electronic Form (to be uploaded on the e procurement portal) [Refer to Clause 4.3 of section 2 of RFP]
      (a) Technical proposal as indicated in para-B below
      (b) Financial proposal as per format
prescribed at www.eproc.rajasthan.gov.in.

B. Original (in Envelope) [Refer to Clause 4.3 of section 2 of RFP]

(I) Technical Proposal in Hard Bound including:

(a) Power of Attorney for signing the Application
(b) If applicable, the Power of Attorney for Lead Member of JV;
(c) Copy of Memorandum of Understanding between JV partners, if applicable;
(d) Copy of Memorandum of Understanding with Associate, if applicable
(e) Firms credentials as per format prescribed in SECTION-3 of RFP.
(f) Technical proposal as per format as prescribed in SECTION-3 of RFP.

(II) Demand Draft towards cost of RFP of Rs. 5,000/- (Rupees Five thousand only) in favour of Project Director (PPP) PWD, Jaipur;

(III) Payment of Application processing fee of Rs. 1000/- (one thousand only) inclusive of all taxes in favour of MD, RISL payable at Jaipur.

ii. The Applicant shall submit the original documents specified above in point no. (i)B together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Proposal” for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”. In addition, the Application due date should be indicated on the right hand corner of the envelope. The envelope duly sealed containing original documents should be submitted before 1100 Hrs. Indian Standard Time on the Application due date at the address mentioned at section-1 para 3 in the manner and form as detailed in the RFP.

iii. The Applicant shall upload scanned copies of the documents as specified in point nos. (i)(A)(a) above on the www.eproc.rajasthan.gov.in before 11:30 Hrs. Indian Standard Time on the Application due date. No hard copy of the documents as specified in point nos. (i)(A)(b) above is required to be submitted. In the event of any discrepancy between the original and the uploaded document, the original shall prevail.

9.2.2 The documents listed at clause 9.2.1 Para(A) and Para(B) shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded during the on-line submission of BID.

9.2.3 Bid must be submitted online only through e-procurement portal of State

9.3 Modifications/ Withdrawal of BIDs

9.3.1 The Bidder may modify or withdraw its e-BID after submission prior to the BID Due Date. No BID shall be modified, or withdrawn by the Bidder on or after the specified BID Due Date &Time.

9.3.2 For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot resubmit e-Bid again.

9.3.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

9.4 Online Opening of BIDs.

9.4.1 Opening of BIDs will be done through online process.

9.4.2 The Authority shall open Technical BIDs on 21.08.2019 at 15:00 Hrs. IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Opening of Bids shall be done through online process. Bids of only those bidders shall be online opened whose documents are submitted in accordance to the Clause 4.4 of the RFP have been physically received before 11:30Hrs on the Bid Due Date. The Authority will subsequently examine and evaluate the BIDs in accordance with the provisions of clause 5 and Data Sheet of RFP.

9.5 PRE-PROPOSAL CONFERENCE

9.5.1 Pre- Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each applicant shall be allowed to participate on production of an authority letter from the applicant.

9.5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
<table>
<thead>
<tr>
<th>Ref. Cl. Section-2</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The name of the Client is: <strong>Public Works Department, Government of Rajasthan, Jaipur.</strong> Method of selection: <strong>Quality-and Cost-Based Selection (QCBS)</strong></td>
</tr>
<tr>
<td>1.2</td>
<td>Proposal invited are: one Technical (Hard bound as well as to be uploaded on eproc) and one Financial (only to be uploaded on eproc) Proposal in are requested. Assignment Name: Implementation of Resettlement Plan (description of the Assignment is provided in the TOR).</td>
</tr>
<tr>
<td>1.3</td>
<td>The Assignment is phased: No.</td>
</tr>
<tr>
<td>1.4</td>
<td>A pre-proposal conference will be held: Yes Date of pre-proposal conference: <strong>06.08.2019</strong> Time: 11:30 AM Address: Office of Additional Chief Engineer (PPP) Nirman Bhawan, Jacob Road Civil Lines, Jaipur -302006, Rajasthan, India Telephone/ Facsimile: +91 141 2223547 E-mail: <a href="mailto:aceppp.pwd@rajasthan.gov.in">aceppp.pwd@rajasthan.gov.in</a></td>
</tr>
<tr>
<td>1.5</td>
<td>The Client will provide the following inputs: Resettlement Plan Letter of introduction as and when required</td>
</tr>
<tr>
<td>1.7.2</td>
<td>The Client envisages the need for continuity for downstream work: No</td>
</tr>
<tr>
<td>1.11</td>
<td>The clauses on fraud and corruption in the contract are: Yes Sub-Clauses 2.6.1(d) of G.C.C.</td>
</tr>
<tr>
<td>2.1</td>
<td>Clarifications may be requested up to Fifteen days prior to the date of submission of proposals. The address for requesting clarifications is Additional Chief Engineer (PPP Division), Public Works Department Rajasthan, Jacob Road, Civil Lines, Jaipur – 302006 <strong>Telephone:</strong> +91-141-2223557 <strong>Fax:</strong> +91-141-2223557 Email: <a href="mailto:aceppp.pwd@rajasthan.gov.in">aceppp.pwd@rajasthan.gov.in</a></td>
</tr>
<tr>
<td>3.1</td>
<td>Proposals should be submitted in the English language</td>
</tr>
</tbody>
</table>
3.3 (i) The estimated number of key professional staff months required for the assignment is given in the TOR.

(ii) The minimum required experience of proposed key professional staff is provided in the TOR.

(iii) Reports which are part of the assignment must be written in English and in local language wherever required.

3.7 Taxes - Firms should submit the Tax component, if any, separately.

3.10 Proposals must remain valid 120 days after the latest date of submission.

4.3 Consultants must submit an original and two additional hard-bound copy of Technical Proposal. Soft Copy of the Technical Proposal in C.D should be submitted.

4.5 The proposal submission address is

Additional Chief Engineer(PPP Division),

Public Works Department Rajasthan,

Jacob Road, Civil Lines,

Jaipur - 302006

Telephone: +91-141-2223557

Fax: +91-141-52223557

Email: aceppp.pwd@rajasthan.gov.in

Proposals must be submitted not later than the following date and time:

21.08.2019 at 11:30hrs.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Specific experience of the Organisation related to the Assignment</td>
<td>20</td>
</tr>
<tr>
<td>(ii) Adequacy of the proposed work plan and methodology in responding to the TOR</td>
<td>10</td>
</tr>
<tr>
<td>(iii) Qualifications and competence of the key professional staff for the Assignment</td>
<td>70</td>
</tr>
<tr>
<td>Total Points :</td>
<td>100</td>
</tr>
</tbody>
</table>

The weightage to be given for qualifications and competence of the TL, Key and Sub- Professional staff for the assignment are:

<table>
<thead>
<tr>
<th>Weightage(%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) General qualifications</td>
</tr>
<tr>
<td>(ii) Adequacy for the Project</td>
</tr>
<tr>
<td>(iii) Experience in region &amp; language</td>
</tr>
<tr>
<td>Total :</td>
</tr>
</tbody>
</table>

The minimum technical score required to pass is : 75 Points
| 5.3 | **The address for correspondence with the Client is:**  
|     | Additional Chief Engineer (PPP Division),  
|     | Public Works Department Rajasthan,  
|     | Jacob Road, Civil Lines,  
|     | Jaipur - 302006 **Telephone : +91-141-2223557**  
|     | **Fax: +91-141-2223557** |
| 5.8 | **The formula for determining the financial scores is the following:**  
|     | \[ S_f = 100 \times \frac{F_m}{F}, \text{ in which } S_f \text{ is the financial score, } F_m \text{ is the lowest price, and } F, \text{ the price of the proposed under consideration} \]  
|     | The weights given to the Technical (T) and Financial (P) Proposals are:  
|     | \( T = 0.80 \), and  
|     | \( P = 0.20 \) |
| 6.1 | **The address for negotiations is:**  
|     | Same as provided above. |
| 7.2 | **The Assignment is expected to commence in September, 2019.**
SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Firm’s references.

3C. Comments and suggestions on the Terms of Reference

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 Organisation)  
To: (Name and Address of Client)

______________________  
______________________  
______________________

Ladies/Gentlemen:

Subject: Consultancy Services for NGO/Agency to assist PIUs in Resettlement Plan Implementation for Asian Development Bank (ADB) Tranche 2 funded projects for Rajasthan State Highway Road Investment Programme (RSHIP). Technical Proposal.

We, the undersigned, offer to provide the 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 sealed under an envelope and Financial Proposal has been uploaded on www.eproc.rajasthan.gov.in. for the above mentioned Work.

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

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

We remain,

Yours sincerely,

Authorized Signature: 
Name and Title of Signatory:  
Name of Organisation:  
Address:
3B. Organisation’s References

Relevant Services Carried Out in the Last Seven 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 must be furnished)

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Location within Country:</th>
<th>Key professional staff Provided by Your Firm/entity(profiles):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>No. of Staff:</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Address:</th>
<th>No. of Staff-Months; duration of assignment:</th>
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<thead>
<tr>
<th>Start Date (Month/Year):</th>
<th>Completion Date (Month/Year):</th>
<th>Approx. Value of Services (in INR):</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Associated Consultants, if any:</th>
<th>No. of Months of Key professional staff, provided by Associated Consultants:</th>
</tr>
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<tbody>
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</table>

Name of Senior Staff (Team Leader etc.) involved and functions performed:

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<tr>
<td></td>
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<tr>
<td>Narrative Description of Project:</td>
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<td>----------------------------------</td>
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<table>
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<tr>
<th>Description of Actual Services Provided by Your Staff:</th>
</tr>
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<td></td>
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</tbody>
</table>

Firm’s Name: _______
Signature of Authorized Representative with seal: _______
3C. Comments and Suggestions of Organisation on the Terms of Reference

1.

2.

3.

4.

5.
Organisation’s Name:

3D. Description of the Methodology and Work Plan for Performing the Assignment
3E. Team Composition and Task Assignments

1. **Key Personal**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

2. **Sub Key Personal**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>
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 Institution: _

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 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]

<table>
<thead>
<tr>
<th>Signature of staff member</th>
<th>Authorized Representative</th>
<th>Firm</th>
<th>Day/Month/Year</th>
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<tbody>
<tr>
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</table>

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>Months (in the form of a Bar Chart)</th>
<th>Number of Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 - - - - - - - -</td>
<td>Subtotal (1)</td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</table>

Subtotal (2)

Subtotal (3)

Subtotal (4)
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<tbody>
<tr>
<td>Full-time:</td>
<td></td>
<td>Part-time:</td>
<td></td>
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<td></td>
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<tr>
<td>Reports Due:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Activities Duration:</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
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</tbody>
</table>

(Authorized Representative)

Full Name : _______
Title : _______
Address : _______
3H. Activity (Work) Schedule

A. Field Work and Study Items:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>-</th>
<th>-</th>
<th>-</th>
<th>-</th>
</tr>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

B. Completion and Submission of Reports

Reports: * Programme: (Date)
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

* 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)  
________________________
(155.)
TO: (Name and Address of Client)  
________________________
(156.)

Ladies/Gentlemen:

Subject: Consultancy Services for NGO/Agency to assist PIUs in Resettlement Plan Implementation for Asian Development Bank (ADB) Tranche 2 funded projects for Rajasthan State Highway Road Investment Programme (RSHIP). Technical Proposal. Financial Proposal.

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

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

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

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

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

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:

*NOT TO BE SUBMITTED IN HARD COPY
4B. Summary of Costs

NOT TO BE SUBMITTED IN HARD COPY

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Costs</th>
<th>Currency (INR)</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In Figures</td>
</tr>
<tr>
<td>1.</td>
<td>Total cost of all the activities proposed to be carried out based on the TOR.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(To be given Separately)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total -I

| 2.      | Applicable GST payable in India (if any)                                     |       |                |          |          |

Sub Total -II

Total Amount of Financial Proposal (Sub Total-I + Sub Total-II)

|       |                                                                              |       |                |          |          |
### 4C. Breakdown of Price [ACTIVITY WISE]

**NOT TO BE SUBMITTED IN HARD COPY**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Price Component</th>
<th>Currency (INR)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Reimbursable (Fixed Cost basis)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Miscellaneous Expenses (Fixed Cost basis)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total: 

---

---
4D. Breakdown of Remuneration
[ACTIVITY WISE]

NOT TO BE SUBMITTED IN HARD COPY

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>No. of persons</th>
<th>Average Input for each person in staff months (Intermittent)</th>
<th>Total Input (man months)</th>
<th>Remuneration Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader</td>
<td>3</td>
<td>12</td>
<td>36</td>
<td>INR</td>
</tr>
<tr>
<td>2.</td>
<td>R&amp;R Expert cum Field Coordinator</td>
<td>7</td>
<td>18</td>
<td>126</td>
<td>INR</td>
</tr>
<tr>
<td>3.</td>
<td>Land Acquisition Facilitator</td>
<td>3</td>
<td>18</td>
<td>54</td>
<td>INR</td>
</tr>
<tr>
<td>4.</td>
<td>Data Entry Operator</td>
<td>3</td>
<td>18</td>
<td>54</td>
<td>INR</td>
</tr>
<tr>
<td>5.</td>
<td>Support Staff-1</td>
<td>3</td>
<td>36</td>
<td>108</td>
<td>INR</td>
</tr>
<tr>
<td>6.</td>
<td>Support Staff-2</td>
<td>3</td>
<td>18</td>
<td>54</td>
<td>INR</td>
</tr>
</tbody>
</table>

**Grand Total**

[END]
4E. Reimbursable
[ACTIVITY WISE]

NOT TO BE SUBMITTED IN HARD COPY

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price in INR</th>
<th>Total Amount in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Office rent/accommodation, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total
4F. Miscellaneous Expenses
[ACTIVITY WISE]

NOT TO BE SUBMITTED IN HARD COPY

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Price (INR)</th>
<th>Total Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs between Field and Office (telephone, telegram, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>Equipment: Vehicles, Computers, etc.</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Grand Total


SECTION 5: TERMS OF REFERENCE

TERMS OF REFERENCE (TOR) FOR THE ORGANISATION TO ASSIST PIUS IN RESETTLEMENT PLAN IMPLEMENTATION

A. Project Background

1. Government of Rajasthan has proposed to upgrade its road network under Rajasthan State Highway Investment Program (RSHIP) and as part of this endeavor, Public Works Department (PWD) of Rajasthan has been mandated to undertake improvement and upgradation of various State Highways and Major District Roads at different locations in Rajasthan. As part of this mandate, the PPP Division of Rajasthan Public Works Department has identified the roads requiring improvement that would improve the connectivity to national highways, major towns and industrial belts. The proposed investment program will support upgradation and improvement of the identified 11 road-projects totaling of about 750 km divided into 6 Packages spread across the State of Rajasthan.

2. The Public Private Partnership (PPP) Division of the Public works Department has prepared 11 Resettlement Plans (RP) for the 11 roads (one for each package). RPs address social issues arising out of acquisition of land and other assets, eviction of squatters and removal of encroachments resulting in social and / or economic displacement to households / individuals / community, either direct or indirect and is in compliance with ADB’s Safeguard Policy Statement, 2009 and Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

3. 11 Resettlement Plans (RP) (one for each Highway) have been prepared to assist the affected people to improve or at least restore their living standards to the pre-project level. These RPs capture the involuntary resettlement impacts arising out of the proposed improvements to the 11-road subprojects under these 6 packages of RSHIP. The documents describe the magnitude of impact, mitigation measures proposed, method of valuation of land, structure and other assets, eligibility criteria for availing benefits, baseline socio-economic characteristics, entitlements based on type of loss and tenure, the institutional arrangement for delivering the entitlements and mechanism for resolving grievances and monitoring. The length of the 11-road subprojects and the summary of subproject impacts is given in Appendix-I.

4. The PMU has decided to call in for the services of RP implementation support organization (agency/NGO) experienced in carrying out such rehabilitation and resettlement activities at the grass root level to assist the PIUs in RP implementation.

B. Objectives of the Assignment

5. The agency/NGO shall assist the PPP Division, PWD(R), Rajasthan in the implementation of the Resettlement Plans for these 6 Packages comprising of 11-road subprojects and shall undertake the following tasks:
Educating the displaced persons (DPs) on their rights to entitlements and obligations.
To ensure that the DPs are given the full entitlements due to them, according to the entitlements in the RP.
To provide support and information to DPs for income restoration.
Assist the DPs in relocation to resettlement site and rehabilitation, including counseling, and coordination with local authorities/line departments.
Assist the DPs in redressing their grievances (through the grievance redress committee set up for the subproject)
To assist the Project Implementation Unit (PIU) with social responsibilities of the subproject, such as compliance with labour laws, prohibition of child labour, and gender issues.
To conduct awareness program on road safety and mobility, HIV/AIDS, Health and Hygiene, and Human Trafficking in affected villages.
To collect data and submit progress reports on a monthly and quarterly basis for PIU to monitor the progress of RP implementation.

C. Scope of Work

6. Administrative Responsibilities of the Agency/NGO
- Working in co-ordination with the PD, PIU; and assist the PD in carrying out the implementation of the RP;
- To assist the DPs in redressing their grievances through the GRCs;
- Assist the PIU in disclosure, conducting public meetings, information campaigns during the RP implementation and give full information to the affected community;
- Translate the summary of RP in local language for disclosure and disseminate to DPs;
- To assist the PIU in ensuring that the Contractors comply with the applicable labour laws (including prohibition of child labour, bonded labour and gender requirements) as contained in the contract document;
- To assist the PIU in ensuring compliance with safety, health and hygiene norms, and conduct road safety and mobility, HIV/AIDS and Human Trafficking awareness/prevention campaigns;
- Submit monthly and quarterly progress report to the PIU including both physical and financial progress. The report should also cover implementation issues, summary of grievances and summary of consultations.
- Provide data and information that PIU will require in the management of the data base of the DPs.
- Assist PIU in providing training to DPs, wherever required in the implementation of RP.

7. Responsibilities for Implementation of the RP
- Agency/NGO shall verify the information already contained in the RP and the individual losses of the DPs. They should validate the data provided in the RP and report to PIU on changes required, if any, along with documentary evidence.
- Wherever required, update the census and socio-economic survey data and administer the census and socio-economic survey questionnaire, if there are DPs who have been not covered during baseline survey and in particular the land owners from whom land is being acquired.
- The Agency/NGO shall establish rapport with DPs, consult and provide information to them about the respective entitlements as proposed under the RP, and distribute
entitlement cum Identity Cards to the eligible DPs. The identity card should include a photograph of the DP, the extent of loss suffered, the entitlement and contact details of the PIU, NGO and GRC.

The Agency/NGO shall develop rapport between the DPs and the Project Director, PIU. This will be achieved through regular interactions with both the PIU and the DPs. Meetings with the PD, PIU will be held at least fortnightly, and meetings with the DPs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the Agency/NGO.

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

The Agency/NGO shall prepare micro plan detailing the type of impact and entitlements for each DP and display the list in prominent public places like villages, Panchayat offices, etc. prior to R&R award enquiry.

During the verification of the eligible DPs, the Agency/NGO shall ensure that each of the DPs are contacted and consulted either in groups or individually. The Agency/NGO shall specially ensure consultation with women from the DPs families especially women headed households.

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

The Agency/NGO shall explain to the DPs the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for the timely shifting/relocation to resettlement site, the timeframe for disbursement of their entitlement.

The Agency/NGO shall disseminate information to the DPs on the possible consequences of the project on the communities’ livelihood systems and the options available, so that they do not remain ignorant.

Agency/NGO will monitor the civil construction work in each package to ensure there is no bonded/child labour.

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

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

The Agency/NGO shall assist the DPs 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.

8. Accompanying and Representing the DPs at the Grievance Redressal Committee (GRC) Meetings

The Agency/NGO shall nominate a suitable person (from the staff of the NGO) to assist the DPs in the GRC.

The Agency/NGO shall make the DPs aware of the existence of grievance redressal committees (GRCs)

The Agency/NGO shall help the DPs in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.

The Agency/NGO shall record the grievance and bring it to the notice of the GRCs within seven days of receipt of the grievance from the DPs. It shall submit a draft note with
• respect to the particular grievance of the DP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting with the permission of the Chair of the GRC.
• To accompany the DPs to the GRC meeting on the decided date, help the DP to express his/her grievance in a formal manner if requested by the GRC and again inform the DPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC.

9. Carry out Public Consultation
• In addition to counseling and providing information to DPs, the Agency/NGO will carry out periodic consultation with DPs and other stakeholders
• Should organise meetings and appraise the communities about the schedule / progress of civil works
• All the consultations should be documented and if possible, geo-tagged and geo-timed photographs and attendance sheets should be compiled. The list of participants and a summary of the consultations and outcome should be submitted to PIU.
• The Consultations will be gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups.

10. Assisting the PIU with the Project’s Social Responsibilities
• The Agency/NGO shall assist the PIU to ensure that the Contractors are abiding by the various provisions of the applicable laws pertaining to labour standards.
• The Agency/NGO shall assist the PIU to implement gender equality and social inclusion activities such as road safety and mobility campaigns and HIV/AIDS awareness measures, including collaboration with the line agencies.
• The Agency/NGO will assist the PIU in conducting the R&R award enquiry
• Assist the PIU to incorporate changes in the micro plan, if any based on R&R award and resubmit the same to PIU for verification, endorsement and onward transmission to Additional Collector for disbursement.

11. Monitoring and Reporting
• The RP includes provision for monitoring by PIU and quarterly, mid-term, and post-project monitoring and evaluation by external agency. The Agency/NGO involved in the implementation of the RP will be required to supply all information, documents to the external monitoring consultants.

D. Documentation and Reporting by Agency/NGO

12. The Agency/NGO selected for the assignments shall be responsible to:
• Submit an inception report within three weeks; on signing up of the contract including a work plan for the whole contract period, staffing and personnel deployment plan.
• Prepare monthly progress reports to be submitted to the PIU, 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 PIU.
• Submit a completion report at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, summary of support/assistance given to the DPs, lessons learnt, best practices and suggestions, if any, for effective implementation.
• All other reports/documentation as described in the terms of reference.
• Record minutes of all meetings.
- Four copies of each report shall be submitted to PIU together with one soft copy of each report in the CD

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

13. The PIU will provide to the Agency/NGO the copies of the RP, DPs’ Census records and structure photographs, the strip plan of final design and any other relevant reports/data prepared by the DPR consultants. All facilities required in the performance of the assignment, including office space, office stationery, transportation and accommodation for staff of the Agency/NGO, etc., shall be arranged by the Agency/NGO.

### E. Timeframe for Services

14. It is estimated that the Agency/NGO services will be required for about 36 months with intermittent inputs of key-personnel, to undertake the assignment of facilitating the implementation of the RP. The inputs of key personnel should be in accordance with the tasks and the corresponding time required for their completion. The time schedule for completion of key tasks is given below

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Task Description</th>
<th>Time for completion</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report</td>
<td>At the end of the 3rd week after commencement of services</td>
</tr>
<tr>
<td>2</td>
<td>a. Joint verification, issue of identity card and submission of corrected data, if any, including proposal for replacement and upgradation of community assets</td>
<td>At the end of the 2nd month after commencement of services</td>
</tr>
<tr>
<td></td>
<td>b. Additional and/or missing census survey records of DPs (to be collected only after due approval of such cases by RO in writing) including profiles of DP in such survey</td>
<td>At the end of the 3rd month after commencement of services</td>
</tr>
<tr>
<td>3</td>
<td>Monthly Progress Report /Quarterly Progress Report covering the activities in the scope of works and corresponding deliverables</td>
<td>In 7 days from the end of each month /quarter</td>
</tr>
<tr>
<td>4</td>
<td>Facilitating disbursement of the entitlements for 50% of total DPs in the 1st milestone coinciding with the milestone sections fixed by PIU</td>
<td>At the end of the 5th month after commencement of services</td>
</tr>
<tr>
<td>5</td>
<td>Disbursement of the entitlements for the remaining DPs in the 1st milestone</td>
<td>At the end of the 6th month after commencement of services</td>
</tr>
<tr>
<td>6</td>
<td>a. Disbursement of the entitlements for remaining DPs in the 2nd milestone</td>
<td>At the end of the 15th month after commencement of services</td>
</tr>
<tr>
<td></td>
<td>b. Facilitating resettlement of DPs to the resettlement site(s)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Draft Final Report summarising the action taken and other resettlement works to be fulfilled by the NGO</td>
<td>One month before the service / 35th month after commencement of services</td>
</tr>
<tr>
<td>8</td>
<td>Final report summarising the action taken and other</td>
<td>At the end of the service / 36th</td>
</tr>
</tbody>
</table>
### Task Description and Time for Completion

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Task Description</th>
<th>Time for completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>resettlement works to be fulfilled by the NGO</td>
<td>month after commencement of services incorporating suggestions of PIU on the draft report.</td>
</tr>
</tbody>
</table>

### G. Team/Office for the Assignment

15. The Agency/NGO shall assign team of professionals for assisting PIU in RP implementation. The Agency/NGO shall deploy 3 teams as indicated in Appendix-II to carry out the assignment. Three offices, one for each team shall be established by the Agency/NGO for this purpose and shall operate for the complete period of assignment i.e. 36 months. Minimum carpet area of the office should be 900 sq. ft. The location of the office shall be decided in consultation with the Project Director/PIU. Each of the three teams should consist of the following core professionals and support staff including skilled data entry operators:

- **1. Core Team of Key Professionals (Detailed in Appendix-II)**
- **2. Sub-professionals**

#### Key Professionals:

The core team should have a combined professional experience in the areas of social mobilization, community development, land acquisition and resettlement, census and socio-economic surveys and participatory planning and consultations. The total person months is indicated in the table below by evenly distributing the months amongst the number of personnel and however, while submitting the proposal the agency/NGO should take into account the impact in each road (Appendix-I) and the indicative staff deployment (Appendix-II), and distribute the total person months commensurate to the magnitude of impact.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Key Professional</th>
<th>No. of Persons</th>
<th>Total number of Person Months</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum R&amp;R expert (intermittent input)</td>
<td>3</td>
<td>36 months (3 Team Leaders each with 12 months input)</td>
<td>Postgraduate in Social Science with a minimum of 10 years experience in R&amp;R, with land acquisition and R&amp;R implementation experience in 5 projects of which at least 3 should be linear projects (Highway) funded by external agencies. Should be proficient in Hindi and English.</td>
</tr>
<tr>
<td>2</td>
<td>R&amp;R Expert cum Field Coordinator (intermittent input)</td>
<td>7</td>
<td>126 months (7R&amp;R Experts each with 18 months input)</td>
<td>Graduate in Social Science with knowledge and experience in census and socio-economic surveys, RP implementation PRA Technique and fluent in Hindi and English. Should have a minimum of 5</td>
</tr>
<tr>
<td>S. No.</td>
<td>Key Professional</td>
<td>No. of Persons</td>
<td>Total number of Person Months</td>
<td>Experience</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------</td>
<td>----------------</td>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>years experience in R&amp;R, with land acquisition and R&amp;R implementation experience in 3 projects of which at least 2 should be linear projects (Highway) funded by external agencies.</td>
</tr>
<tr>
<td>3.</td>
<td>Land acquisition facilitator</td>
<td>3</td>
<td>54 months (3 Land Acquisition Facilitator each with 18 months input)</td>
<td>Should have at least 5 years’ experience in implementing land acquisition and R&amp;R on large-scale funded projects, and have experience of liaising with the Revenue Department.</td>
</tr>
</tbody>
</table>

Sub-professionals:

Following sub-professionals shall be deployed by the Agency/NGO:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Sub Professional</th>
<th>No. of Persons</th>
<th>Total number of Person Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Skilled Data Entry Operator</td>
<td>3</td>
<td>45</td>
</tr>
<tr>
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<td>3.</td>
<td>Support Staff-2</td>
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H. Payment Terms

16. The payment will be made corresponding to the tasks described under ‘Timeframe for Services’ above. For awareness campaigns on road safety and mobility, HIV-AIDS, health and hygiene, the PIU will provide funds separately at actual, based on specific campaign proposals submitted by the Agency/NGO. Cost of printing disclosure material will be paid by PIU directly or PIU will make available printed disclosure material.

17. The financial quote should include remuneration of key personnel and support staff, and all costs related to carrying out the services, excluding cost of awareness campaigns for road safety and mobility, HIV-AIDS, health and hygiene, printing of disclosure handouts and printing and laminating identity cards for DPs. Service tax, if applicable, will be paid by PIU and proof of remittance should be submitted to PIU after each payment is made. The Agency/NGO should cover their staff with adequate insurance and the cost shall be included in the financial quote under overheads.
## List of Subprojects

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### Appendix-II

#### Indicative Staff Deployment

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<th>S.No.</th>
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<th>Road No.</th>
<th>Package No.</th>
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SECTION – 6

DRAFT FORMS OF CONTRACT
CONTRACT FOR CONSULTANT’S SERVICES

Between

PUBLIC WORKS DEPARTMENT, GOVERNMENT OF RAJASTHAN

[Name of Client]

and

[Name of Organisation]

Place : Dated :
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<th>Page No.</th>
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<td>Consultant Not to Benefit from Commissions, Discounts, etc.</td>
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<td>Consultant’s Actions Requiring Client’s Prior Approval</td>
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<td>Reporting Obligations</td>
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<td>Contract Price</td>
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<td>6.3</td>
<td>Payment for Additional Services</td>
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### III. SPECIAL CONDITIONS OF CONTRACT .......................................................72-75

### IV. APPENDICES.

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<thead>
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<th>Appendix</th>
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<td>Appendix B</td>
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<td>78</td>
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<tr>
<td>Appendix D</td>
<td>Breakdown of Contract Price in Local Currency</td>
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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the ______ day of the month of ______________, 20___ , between, on the one hand, ___________ (hereinafter called the "Client") and, on the other hand, _______________(hereinafter called the "Consultant").

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

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

WHEREAS

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

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

* All notes should be deleted in final text.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
       Appendix A: Description of the Services ______________
       Appendix B: Reporting Requirements ______________
       Appendix C: Key Personnel and Sub-consultants________________
       Appendix D: Breakdown of Contract Price in Local Currency ______________
       Appendix E: Services and Facilities Provided by the Client ______________

(d) The RFP Document

2. The mutual rights and obligations of the Client and the Consultant will be as set forth in the Contract, in particular:
   (a) The Consultant will carry out the Services in accordance with the provisions of the Contract; and
   (b) The Client will make payments to the Consultant in accordance with the provisions of the Contract.
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

FOR AND ON BEHALF OF  
[NAME OF CLIENT]  

   By  
   (Authorized Representative)  

FOR AND ON BEHALF OF  
[NAME OF CONSULTANT]  

   By  
   (Authorized Representative)  

[Note: If the Consultant 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 CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
(c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
(d) "Foreign currency" means any currency other than the currency of Government;
(e) "GC" means these General Conditions of Contract;
(f) "Government" means the Government of India or Government of Rajasthan 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 Contract;
(i) "Party" means the Client or the Consultant, as the case may be, and Parties means both of them;
(j) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
(m) "Services" means the work to be performed by the Consultant pursuant to this Contract as described in Appendix A; and
(n) "Sub-consultant" means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modification

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

2.5.1 Definition

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract 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 Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Client

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

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

(b) if the Consultant become insolvent or bankrupt;

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

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

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

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

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

2.6.2 By the Consultant

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

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

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

2.6.3 Payment upon Termination

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

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

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

3.1 General

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

3.2 Conflict of Interests

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

3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project
The Consultant agree that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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

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

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

3.3 Confidentiality

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

3.4 Insurance to be taken out by the Consultant

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

3.5 Consultant’s Actions Requiring Client’s Prior Approval

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

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

3.6 Reporting Obligations

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

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the 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 will use its best efforts to ensure that it will provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

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

6.3 **Payment for Additional Services**

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

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

7.2 **Dispute Settlement**

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

8. **PENALTY**

8.1 **Penalty for Error Variation**

If error variation in any of the assigned work is more than +/- 15%, the penalty equivalent to 5% of contract value shall be imposed and shall be recovered from payments due/ performance security.

8.2 **Penalty for Delay**

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

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

[1.1 (h) The Member in Charge is 

1.3 The language is: English

1.4 The addresses are:

Client :  

Attention :  

Facsimile :  

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 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 contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

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

[2.2 The date for commencement of Services is:

2.3 The period shall be 36 months from the date of commencement of Services.

3.4 The risks and the coverage shall be:
(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant or their Personnel or any Sub-consultant or their Personnel, for the period of Consultancy;

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

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

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

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

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

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

5.1 ----

6.2 The amount in local currency is .

6.4 The accounts are:

Payments shall be made according to the following schedule:

Payment milestone

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Payment Milestone</th>
<th>Payment (% of contract Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On submission and approval of the inception Report complete in all respects</td>
<td>10%</td>
</tr>
<tr>
<td>2.</td>
<td>On completion of the identification, verification of APs (other than landowners), issuance and distribution of identity cards, initial consultation sessions, submission of updated data (individual census and SES records and database) and on acceptance of the same by the PIU.</td>
<td>15%</td>
</tr>
<tr>
<td>3.</td>
<td>Preparation of micro plan and facilitating disbursement of the entitlements for all DPs in the first milestone</td>
<td>15%</td>
</tr>
<tr>
<td>4.</td>
<td>Disbursement of the entitlements for remaining DPs</td>
<td>15%</td>
</tr>
</tbody>
</table>
7. Dispute Settlement

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

7.2 (i) 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 Administrative Secretary, Public Works Department, Govt. of Rajasthan, Jaipur 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, the Administrative Secretary, Public Works Department, Govt. of Rajasthan, Jaipur, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

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

(c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
7.2 (ii) Rules of Procedure
Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

7.2 (iii) 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.

7.2 (iv) 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.

7.2 (v) Miscellaneous
In any arbitration proceeding hereunder:
(a) Proceedings shall, unless otherwise agreed by the Parties, be held in JAIPUR.
(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.]

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

Consultant shall submit all reports/documents as required and mentioned in TOR.
Appendix C

Key Personnel and Sub-professionals

(Refer Clause 4.1 of the Contract)

List under:

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

C-2 List of approved Sub-professionals [if already available]; same information with respect to their Personnel as in C-1
Appendix D

Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price:

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