



**Consultancy Services for NGO/Agency  
to assist  
PIUs in Resettlement Action Plan Implementation for RSHDP II  
Tranche 2 projects**

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

**REQUEST FOR PROPOSAL (RFP)**

Rajasthan State Highway Development Program II (RSHDP II)-  
Tranche 2

Public Works Department  
GOVERNMENT OF RAJASTHAN

## CONTENTS

	Particulars	Page Nos.
1	SECTION 1: Letter of Invitation	01-02
2	SECTION 2: Information to Organization (NGO/Agency	03-21
3	SECTION 3: Format for Submission of Technical Proposal	22-33
4	SECTION 4: Format for submission of Financial proposal	34-40
5	SECTION 5: Terms of Reference	41-57
6	SECTION 6: Draft Form of Contract	58-63
7	General Condition of Contract	64-70
8	Special Condition of Contract	71-74
9	Appendix A to D	75-78

## SECTION-1: LETTER OF INVITATION

- Public Works Department, Government of Rajasthan has been mandated to work for widening existing state highways from single lane/intermediate lane carriageways into the two-lane carriageway and strengthening existing two-lane roads. The Rajasthan State Highway Development Program II (RSHDP II)Tranche 2, is a project proposed to be financed by World Bank, aiming to strengthen and rehabilitate selected deteriorated state highways and to provide an improved road network in the state. Feasibility Studies have been conducted for 13 road sections included in thirteen Packages of RSHDP II Tranche2. Resettlement Plans (RP) for these 13 project roads have been/ are being prepared/updated ( RP for 5 roads are ready)based on the social impact survey of the project roads. The details of the project roads are as below:

### Details of Project Roads for RFP of NGO WB Tr-II

S N	SH No.	Name of Road	Length (km)	Private land Acquisition* required (Ha)	Govt. land Acquisition* required (Ha)	Total land (Pvt+Govt) Acquisition* required (Ha)	Total No. of Structures Affected*	Total No of landowners*	Total No. of Households* Affected (Including tenants)	Total No. of CPRs*
1	2	3	4	5	6	7	8	9	10	11
1	SH-61 & SH-95	Mathania-Dehchu& Jodhpur-Tiwari	80.600 km. + 27.800 km.	17.65 Ha	13.09	30.74 Ha	451	333	333	54
2	SH-106	Rajgarh-Bhadra	59.480 km.	14.186 Ha	1.469 Ha	15.655 Ha	21	162	165	16
3	SH-44	Natani ka Bada-Maujpur	25.700 km.	15.496 Ha	1.126 Ha	16.62Ha	26	401	413	2
4	SH-20B	Bikaner-Napasar-Jasrasar	65.525 km.	20.12 Ha	0.84 Ha	20.96 Ha	172	86	258	25
5.	SH-16B	Sayla-Bagoda-Gudamalani	50.500 km.	0	0	0	63	0	59	27
6.	SH-86B	Gotan Sathin (Pipar)	30.500 km.	47.77	5.31	53.08Ha	122	1031	300	28
7.	SH-91	Dhariyawad -Parsola - Sabla	50.340 km.	6.63 Ha	33.31 Ha	39.94 Ha	12	318	397	05
8.	SH-54A	Garhi Bagidora - Kushalgarh	78.600 km.	13.60 Ha	28.50 Ha	42.11Ha	230	329	285	54
9.	MDR-25/VR	Bambora-Naugaon	31.880 km.	80.44 Ha	5.62 Ha	86.06 Ha	78	9275	1174	4
10	SH-29B	Bundi-Silor-Namana-Garda-Bhopatpura	44.00 km.	2.1418 Ha	2.615 Ha	4.75 Ha	64	91	155	06
11.	SH-01	Mal	41.200	28.12 Ha	2.85 Ha	30.97 Ha	287	726	1013	8

S N	SH No.	Name of Road	Length (km)	Private land Acquisition* required (Ha)	Govt. land Acquisition* required (Ha)	Total land (Pvt+Govt) Acquisition* required (Ha)	Total No. of Structures Affected*	Total No of landowners*	Total No. of Households* Affected (Including tenants)	Total No. of CPRs*
1	2	3	4	5	6	7	8	9	10	11
		Bamori- Mangrol- Baran	km.							
12	SH-02	Dudu- Sambhar- Bhatipura	40.400 km.	33.60 Ha	4.97 Ha	38.57 Ha	25	223	738	0
13	MDR- 25B	Golyana – Nawalgarh	24.00 km.	14.326 Ha	0.24Ha	14.572 Ha	95	295	113	18
	<b>Total</b>		650.53 km							

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

- 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.
- Intending organizations, are invited to submit their Application for RFP to the Additional Chief Engineer (PPP Division), Public Works Department, Government of Rajasthan, Jacob Road, Civil Lines, Jaipur - 302006, latest by **28.12.2022** up to 11:30 Hrs. The applications will be opened on **28.12.2022** at 15:00 Hrs.
- Firms will be selected under Quality and Cost Based Selection (QCBS80:20) and as per the procedures described in this RFP.
- RFP documents can be downloaded from the Official Website of the Authority ([www.pwd.rajasthan.gov.in](http://www.pwd.rajasthan.gov.in)).
- The RFP includes the following Sections:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Organizations
  - 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 ORGANIZATIONS**

### **1. Introduction**

- 1.1. The Client named in the Data Sheet will select an Organization for the implementation of RPs, who has submitted their Proposal, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. Organizations 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 the signing of the contract with the selected organization.
- 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. Organizations 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 Organization 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 Organizations 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 organization's interests. Organizations 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, Organization shall not be selected under the circumstances set forth below:
    - (a) An organization 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, an organization 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 organization's earlier consulting services) for the same project.
    - (b) Organization 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 Organization.

- 1.7.2 As pointed out in Para 1.7.1 (a) above, organization 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 organization 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 Organizations observe the highest standard of ethics during the selection process and after the execution of the 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 organizations (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive 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 organization recommended for award, has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - (c) will declare an organization ineligible, either indefinitely or for a stated period of time, to be awarded a PWD Contract, if it at any time determines that the organization 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 organizations 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. Organization 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. Organization 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 organization is awarded the contract.
- 1.11. Organizations 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 Organization may request a clarification of any of the clauses 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](http://www.pwd.rajasthan.gov.in). Any addenda, if issued, shall be deemed to be intimated once uploaded to the 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 Organizations are requested to submit their proposal in Two Parts strictly using the formats enclosed herewith (refer to Sections 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, paras. 3 and 4. The copy of Technical proposal must also be uploaded on eproc ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) in electronic form. In case of discrepancy between submitted hardcopy & uploaded electronic copy, uploaded soft copy of Technical Proposal would prevail. *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, organizations are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in the rejection of the Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If an organization considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with other organization(s) and/or entities in a joint venture (JV) relationship or sub-consultancy, as appropriate. The organizations are encouraged to seek the participation of local organizations by entering into a joint venture with or associating themselves with the local organizations. In case of JV or inclusion of Associate Company, an 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 to be permanent employees of the firm or have an extended and stable working relationship 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 organization 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 organization'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 the number of years working for the firm/entity, and the 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, organizations 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, supplies, office rent, insurance, the 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).

**Bidder has to quote the rates inclusive of all taxes, no extra claim on account of any type of tax will be entertained. Deduction of GST from payments of consultant will be made as per prevailing Act/rules.**

- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the organization 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 organization, which does 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 the "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, paras. 3 and 4. The copy in electronic form must also be uploaded to [www.eproc.rajasthan.gov.in](http://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 organization 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 the 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 "the 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 of MD, RISL payable at Jaipur towards application processing fees.

Bidding document Fee and Processing Fee can also be deposited online <http://e gras.raj.nic.in> as per the Finance Department, GoR circular P.6 (5) Finance/PWFAR.2018 dated 09.07.2020

Bid Document Fees	0075-00-800-52-01
Processing Fee	8658-00-102-16-02

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 the Technical Bid in an envelope comprising of the following documents along with supporting documents as appropriate:

**A. TechnicalBid**

- (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 the format prescribed in SECTION-3 OFRFP.
- (f) The technical proposal as per the format prescribed in SECTION-4 OFRFP.
- (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 or copy of proof of online amount deposition.
- (h) Demand Draft amounting to Rs 1000/- (Rupees one thousand) in favour of MD, RISL payable at Jaipur/ copy of proof of online amount deposition towards application processing fees.

**B. Financialbid**

Financial Proposal as per format for submission on eproc prescribed in SECTION-5 of RFP.

- (a) 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 RSHDP II Tranche 2" and the name and address of the Applicant. In addition, the Application due date should be indicated in the right-hand corner of the envelope. The envelope must be clearly marked the following:

**"DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE".**

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 **28.12.2022** 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

Pin code: 302006

Country: India

Telephone: 91-141-2223547

E-mail address: aceppp.pwd@rajasthan.gov.in

4.6.3 Modification/Substitution/ Withdrawal of bids:

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

4.7 Submission of the 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 Section4 of this RFP. The remaining documents accompanying the proposal shall be submitted in accordance with the provisions of Section3 and Section4
- 4.7.3 A Bidder who submits an e-bid hereunder may, in its discretion, omit to submit the Bid comprising Section4, 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 3 digital signature certificate(as described by the Department of Electronics and Information Technology, Ministry of Communication and Information Technology) or use a valid class 3 digital signature certificate which it may have procured earlier.
- 4.7.7 The Government of Rajasthan avails the services of Raj COMP 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.

Processing Fee can also be deposited online <http://egras.raj.nic.in> as per the Finance Department, GoR circular P.6 (5) Finance/PWFAR.2018 dated 09.07.2020

## **5. Proposal Evaluation**

### **General**

Proposal will be evaluated on three stages:

Stage-1 Responsiveness

Stage-2 Technical Evaluation

Stage-3 Financial Evaluation

- 5.1 Criteria for Responsiveness of proposal: Responsiveness of the proposal will be checked on the basis of the following:
- In case of JV proposal must be accompanied by JV Agreement MOU/JV agreement.
  - Methodology/Work Plan must be submitted with the proposal.
  - Details of work Experience certificate with the value of services rendered. Certificate issued by Client/ Principal Employer must be submitted along with the proposal.
  - The CV must contain a photograph & Signature of the Key Person, age proof certificate, Educational Qualification certificate & Experience certificate and all certificates must be countersigned by the authorized representative.
  - The proposal must be hard bound.
  - Power of Attorney of the person signing the Document.
  - Registration certificate of the firm certified by the Authorized representative.
  - Declaration of the 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 organization 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 the Technical Proposal is completed, the Client shall notify the organizations who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals by any of the methods like the registered letter, facsimile, electronic mail or combination thereof.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Organization's representatives who choose to attend. The name of the organization, 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 ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + P = 100$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . 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 an 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 to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the contract, and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 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 organization 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 was 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 organizations intimating thereby the finalization of the contract, and return the Financial Proposals of those consultants whose proposal was found to be non-responsive to the requirement of the 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 the evaluation of proposals and recommendations concerning awards shall not be disclosed to the organizations 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 a 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 the Government of Rajasthan using the option Click Hereto enroll available on 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 the incorporate capacity (that is in Bidder capacity/in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit the 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 procured earlier.

9.1.4 The complete Bid document can be viewed/downloaded by the Bidder from the e-procurement portal of the State Government (<http://eproc.rajasthan.gov.in>) or the official portal of PWD i.e. [www.pwd.rajasthan.gov.in](http://www.pwd.rajasthan.gov.in) from **08.12.2022 to 27.12.2022 (upto 17:00 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.

Processing Fee & Bid Document can also be deposited online <http://egras.raj.nic.in> as per the Finance Department, GoR circular P.6 (5) Finance/PWFAR.2018 dated 09.07.2020.

## **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 the e-procurement portal of the 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) The technical proposal as indicated in Para-B below

(b) The financial proposal as per the format prescribed at [www.eproc.rajasthan.gov.in](http://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 the format prescribed in SECTION-3 of RFP.

(f) The technical proposal is as per format as prescribed in SECTION-4 of RFP.

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

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

- 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 the proposal is submitted with the 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 in the right-hand corner of the envelope. The envelope duly sealed containing original documents should be submitted before 11.30 Hrs. Indian Standard Time on the Application due date at the address mentioned in 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. 9.2.1(i)(A)(a) above on [www.eproc.rajasthan.gov.in](http://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. 9.2.1(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 in 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 online submission of the BID.
- 9.2.3** Bid must be submitted online only through the e-procurement portal of the State Government i.e. <http://eproc.rajasthan.gov.in> using the digital signature of the authorized representative of the Bidder on or before **28.12.2022 (up to 11:30Hrs.IST)**.

### **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 the e-procurement portal and upload/resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on the withdrawal icon at the e-procurement portal and can withdraw its e-Bid. Before the withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, the Bidder cannot resubmit the 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 an online process.
- 9.4.2 The Authority shall open Technical BIDs on **28.12.2022 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 an online process. Bids of only those bidders shall be online opened whose documents are submitted in accordance with Clause 4.4 of the RFP and 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 the 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 in the production of an authority letter from the applicant.
- 9.5.2 During the course of the Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration by the Authority. The Authority shall endeavour 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.

**DATA SHEET**  
**Information to Organizations**

<b>Ref. Cl. Section-2</b>	<b>Details</b>
1.1	The name of the Client is Public Works Department, Government of Rajasthan, Jaipur. Method of selection: Quality-and Cost-Based Selection (QCBS)
1.2	Proposals invited are: one Technical (Hard bound as well as the same to be uploaded on eproc) and one Financial (only to be uploaded on eproc) Proposals are requested against the assignment given below. Assignment Name: Implementation of Resettlement Plan (description of the Assignment is provided in the TOR).
1.3	The Assignment is phased: No.
1.4	A pre-proposal conference will be held: Yes Date of pre-proposal conference: <b>12.12.2022</b> 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 <a href="mailto:aceppp.pwd@rajasthan.gov.in">E-mail: aceppp.pwd@rajasthan.gov.in</a>
1.5	The Client will provide the following inputs: Resettlement Action Plan Letter of introduction as and when required
1.7.2	The Client envisages the need for continuity for downstream work: No
1.11	The clauses on fraud and corruption in the contract are: Yes Sub-Clauses 2.6.1(d) of G.C.C.
2.1	Clarifications may be requested up to Fifteen days prior to the date of submission of proposals. The address for requesting clarifications is Additional Chief Engineer (PPP Division), Public Works Department Rajasthan, Jacob Road, Civil Lines, Jaipur – 302006 Telephone: +91-141-2223557 Fax: +91-141-2223557 Email: <a href="mailto:aceppp.pwd@rajasthan.gov.in">aceppp.pwd@rajasthan.gov.in</a>
3.1	Proposals should be submitted in the English language
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 deliverables of the assignment must be written in English and in the local language wherever required.
3.7	Taxes - Firms should submit the Tax component, if any, separately.

Ref. Cl. Section-2	Details									
3.10	Proposals must remain valid <u>120</u> days after the latest date of submission.									
4.3	Consultants must submit an original and two additional hard-bound copies of the Technical Proposal. A soft copy of the Technical Proposal in C.D. (In PDF and Word format both) 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: <a href="mailto:aceppp.pwd@rajasthan.gov.in">aceppp.pwd@rajasthan.gov.in</a>									
5.2	Proposals must be submitted not later than the following date and time: <b>at 28.12.2022 11.30 hrs.</b>									
	<p>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected.</p> <p>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Criteria:</b></p> <table border="1"> <thead> <tr> <th>S. No:</th><th>Criteria</th><th>Documents Required</th></tr> </thead> <tbody> <tr> <td>1.</td><td>In last 7 years, the firm should have minimum experience of following: Land Acquisition/ R&amp;R/SIA for at least 2 projects, out of which one project should be of highway of 20 km or more.</td><td>Client's certificates from the concerned Government agencies</td></tr> <tr> <td>2.</td><td>The minimum Annual turnover (updated average of last 3 years) of the firm from similar business should be equal to Rs. 50 Lacs.</td><td>1. Balance Sheet/ Auditor Certificate of last 3 years (FY 2018-19, 2019-20 and 2020-21) 2. Annual turnover duly certified by Chartered Accountant shall be accepted</td></tr> </tbody> </table>		S. No:	Criteria	Documents Required	1.	In last 7 years, the firm should have minimum experience of following: Land Acquisition/ R&R/SIA for at least 2 projects, out of which one project should be of highway of 20 km or more.	Client's certificates from the concerned Government agencies	2.	The minimum Annual turnover (updated average of last 3 years) of the firm from similar business should be equal to Rs. 50 Lacs.
S. No:	Criteria	Documents Required								
1.	In last 7 years, the firm should have minimum experience of following: Land Acquisition/ R&R/SIA for at least 2 projects, out of which one project should be of highway of 20 km or more.	Client's certificates from the concerned Government agencies								
2.	The minimum Annual turnover (updated average of last 3 years) of the firm from similar business should be equal to Rs. 50 Lacs.	1. Balance Sheet/ Auditor Certificate of last 3 years (FY 2018-19, 2019-20 and 2020-21) 2. Annual turnover duly certified by Chartered Accountant shall be accepted								

Ref. Cl. Section-2	Details											
	<p>Note:</p> <p>1. Eligibility Criteria for partners in case of JV(not more than 1 JV partners shall be allowed) shall be as under:</p> <p>The lead partner must fulfil at least 50% of requirements at 1of table above. Also the lead partner and JV partner jointly should meet the eligibility criteria as mentioned in table above.</p> <p>Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm’s experience would get full credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share***. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association.</p> <p>*** For weightage of experience in any past assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non- availability of such documents no weightage of turnover/experience will be considered.</p> <p>2. The information of experience and financial turnover is to be provided as per the formats provided in Annexure 1 of this data sheet.</p> <p>3. Following enhancement factor will be used for the cost of services provided and for the turnover from consultancy business to a common base value for works completed in India:</p> <table><tr><th>Year of completion of</th><th>Enhancement factor</th></tr><tr><td>Financial year in which RFP</td><td>1.00</td></tr><tr><td>One year prior to RFP</td><td>1.10</td></tr><tr><td>Two year prior to RFP</td><td>1.21</td></tr><tr><td>Three year prior to RFP</td><td>1.33</td></tr></table> <p>Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.</p> <p>In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.</p>		Year of completion of	Enhancement factor	Financial year in which RFP	1.00	One year prior to RFP	1.10	Two year prior to RFP	1.21	Three year prior to RFP	1.33
Year of completion of	Enhancement factor											
Financial year in which RFP	1.00											
One year prior to RFP	1.10											
Two year prior to RFP	1.21											
Three year prior to RFP	1.33											

Ref. Cl. Section-2	Details				
	Part B: Evaluation Criteria:				
	The number of points to be given under each of the evaluation criteria are:				Points
	(i) Specific experience of the organization related to the Assignment				20
	(ii) Adequacy of the proposed work plan and methodology in responding to the TOR				10
	(iii) Qualifications and competence of the key professional staff for the Assignment				70
	SN	Position		Points	
	1	Team Leader	01	25	
	2	R&R Expert cum Field Coordinator	04	20 (4x5)	
	3	Gender Expert	01	5	
	4.	Land acquisition facilitator(intermittent input)	04	20 (4x 5)	
			Total	70	
	Total Points:				100
	The weightage to be given for qualifications and competence of the key professionals for the assignment are:				weightage (%)
	(i) General qualifications				25
	(ii) Adequacy for the Project				70
(iii) Experience in region & language				5	
Total:				100	
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 – 302006Telephone: +91-141-2223557 Fax: +91-141-2223557				
5.8	The formula for determining the financial scores is the following: [Sf = 100 x Fm/F, in which ‘Sf’ is the financial score, ‘Fm’ is the lowest price, and ‘F’, is the price of the proposed under consideration] The weights given to the Technical(T) and Financial(P) Proposals are: T = 0.80, (Eighty %)and P = 0.20 (Twenty %)				
6.1	The address for negotiations is:				
	Same as provided at 5.3 above.				
7.2	The Assignment is expected to commence in February 2023.				
7.3	The tenure of services of the NGO/Agency is 24 months from the date of commencement.				

Formats for information of experience and financial turnover as in accordance with **Data Sheet 21.1 of the ITC** reference 21.1.

1. Name and Address of Firm-

2. Financial Statement of the last three years.

S.No.	Particular	2020-21	2019-20	2018-19
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Current Assets			

Note: Balance Sheet/ Auditor Certificate of last 3 years (FY 2018-2019, 2019-20 and 2020-21) shall be submitted as evidence of Annual Turnover.

3. Experience of R&R/ Land Acquisition/SIA of various projects including Highway Projects during the last 7 years. \*\*\*

S.No.	Projects Name/Year Sole Consultant/ Lead Partner of JV/JV Partner/ as associate Consultant	Type of Services rendered	Description of Project / Length (kms)	Client (with Complete address, contact person, telephone Nos. and Fax Nos.)	Total Fee for the Assignment (INR)	Fee received by Applicant ( in case of JV / Association)	% age of total fee received by the firm	Approx. Cost of Project	Period
1	2	3	4	5	6	7	8	9	10
		A . Completed/ Substantially completed projects: 1 . 2 . 3 . B . Project in progress 1 . 2 . 3 .							

a) Only those projects, to be included in the table which for which client's certificates from the concerned Government agencies are enclosed.

The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association

For weightage of experience in any past assignment, experience certificate from the client

shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered. Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposal. The details shall be given in the following format:

S. No	Name of Assignment	Client	Role of the firm	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment	Team Members provided by the firm		
			Sole, Lead/ Other in JV or sub-consultant				Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

### **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 Organization)

To: (Name and Address of Client)

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

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

Ladies/Gentlemen:

Subject: Consultancy Services for NGO/Agency to assist PIUs in Resettlement Action Plan Implementation for Rajasthan State Highway Development Program II (RSHDP II) Tranche 2, 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](http://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 Organization:

Address:

### 3B. Organization'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).

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

Narrative Description of Project:
Description of Actual Services Provided by Your Staff:

Firm's Name:

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

3C. Comments and Suggestions of Organization on the Terms of Reference

1.

2.

3.

4.

5.

**Organization's Name:**

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

### 3E. Team Composition and Task Assignments

#### 1. Key Personal

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

#### 2. Sub Key Personal

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

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

(Maximum age of Key professionals should not be greater than 65 years on the date of submission of the 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:

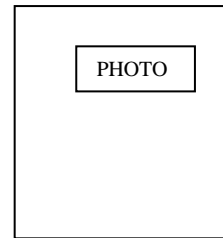
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe the degree of responsibility held by the staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

**[Summarize college/university and other specialized education of staff members, 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 members giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the 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 the staff member and authorized representative of the Firm]

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

Full name of staff member : \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

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

### 3G. Time Schedule for Key Professional Personnel

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

Full-time: Part-time:  
 Reports Due:  
 Activities Duration:  
 Signature:  
 (Authorized Representative)

Full Name:  
 Title:  
 Address:

### 3H. Activity (Work) Schedule

#### A. Field Work and Study Items:

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

B. Completion and Submission of Reports	
Reports: *	Programme: (Date)

\* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

## **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

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

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

FROM: (Name of Firm)

TO: (Name and Address of Client)

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

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

Ladies/Gentlemen:

Subject: Consultancy Services for NGO/Agency to assist PIUs in Resettlement Action Plan Implementation for Rajasthan State Highway Development Program II (RSHDP II) Tranche 2. 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 the all taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the 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:

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

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

We remain,  
Yours sincerely,

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

**\*NOT TO BE SUBMITTED IN HARD COPY**

#### 4B. Summary of Costs

**NOT TO BE SUBMITTED IN HARD COPY**

Sl. No.	Particulars	Amounts (INR)	
		In Figures	In Words
1.	The total cost of all the activities proposed to be carried out based on the TOR (inclusive of all taxes).		
<b>Total Amount of Financial Proposal</b>			

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

**NOT TO BE SUBMITTED IN HARD COPY**

S. No.	Price Component	Currency (INR)	Amount(s)
1.	(4D) Remuneration		
2.	(4E) Reimbursable (Fixed Cost basis)		
3.	(4F) Miscellaneous Expenses (Fixed Cost basis)		
	<b>Sub Total :</b>		

4D. Breakdown of Remuneration  
[ACTIVITY WISE]

**NOT TO BE SUBMITTED IN HARD COPY**

S.N o.	Position	Intermittent / Full Time	No. of persons	Average Input for each person in staff months	Total Input (man- months)
1.	Team Leader	Full Time	01	24	24
2.	R&R Expert cum Field Coordinator	Intermittent	04	1 x 24 + 3 x18	78
3	Gender Expert	Intermittent	01	8	8
4.	Land Acquisition Facilitator	Intermittent	04	1 x 24 + 3 x18	78
5.	Data Entry Operator	Full time	01	24	24
6.	Office manager	Full time	01	24	24
7.	Support Staff	Intermittent	08	12	96



**4E. Reimbursable**  
**[ACTIVITY WISE]**

**NOT TO BE SUBMITTED IN HARD COPY**

<b>S. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price in INR</b>	<b>Total Amount in INR</b>
1	Miscellaneous travel expenses	Per Trip	24		
2.	Office rent/accommodation, including furniture, computers and other equipment and maintenance thereof & supplies.	Per month	24		
	Grand Total				

**4F. Miscellaneous Expenses**  
[ACTIVITY WISE]

**NOT TO BE SUBMITTED IN HARD COPY**

<b>S. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price (INR)</b>	<b>Total Amount (INR)</b>
1.	Communication costs between Field and Office (telephone, internet, etc.)	Per month	24		
2.	Drafting, reproduction of reports	Per month	24		
3.	Vehicles (Car Swift DEZIRE or equivalent)	Per month	24		
	Grand Total				

## SECTION 5: TERMS OF REFERENCE

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

#### 1. Project Background

Government of Rajasthan has proposed to upgrade its road network under Rajasthan State Highway Development Program II(RSHDP II) Tranche 2 and as part of this endeavour, the Public Works Department (PWD) of Rajasthan has been mandated to undertake improvement and up-gradation 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 the up-gradation and improvement of the identified 13 roads totalling about 650 km spread across the State of Rajasthan.

The Public-Private Partnership (PPP) Division of the Public works Department has prepared (5 nos.)/ are being prepared/ updated (8 nos.)Resettlement Plans (RP) for the 13 roads (one for each package).RPs address social issues arising out of the acquisition of land and other assets, displacement 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 WORLD BANK's Environmental and Social Framework (ESF),Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and Rajasthan state rules.

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 13 road subprojects under these 13 packages of RSHDP II Tranche 2. 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 the type of loss and tenure, the institutional arrangement for delivering the entitlements and mechanism for resolving grievances and monitoring. The length of the 13 road subprojects and the summary of subproject impacts are given in Appendix-I.

The PMU has decided to call in for the services of an RP implementation support consultant(referred as NGO) experienced in carrying out such rehabilitation and resettlement activities at the grass-root level to assist the PIUs in RP implementation.

#### 2. Objectives of the Assignment

- 2.1. The agency/NGO shall assist the PPP Division, PWD, Rajasthan in the implementation of the Resettlement Plans for these 13 Packages comprising 13 road subprojects and shall undertake the following tasks:
  - Verification and updating of the list of Project Affected Persons (titleholders and non-titleholders, Common Property Resources and other affected assets
  - Educating the Project Affected Persons (PAPs) on the details of the project and their rights to entitlements and obligations.
  - To ensure that the PAPs are given the full entitlements due to them, according to the entitlements in the RP.

- To provide support and information to PAPs for income restoration.
- Assist the PAPs in resettlement activities including counselling, and coordination with local authorities/line departments.
- Assist the PAPs in redressing their grievances (through the Grievance Redress Mechanism set up for the project)
- Assist the PMU and PIU in stakeholder engagement and communication activities
- To assist the PMU and Project Implementation Units (PIU) with the social responsibilities of the subproject, such as compliance with labour laws, prohibition of child labour, and gender issues.
- To conduct awareness programs on road safety and mobility, HIV/AIDs, Health and Hygiene, and Human Trafficking in affected villages.
- Provide support in training of PWD officials, community members, contractors, labour, Authority Engineers and GRM operators on Sexual Exploitation and Abuse/Sexual Harassment
- To collect data and submit progress reports on a monthly and quarterly basis for PIU to monitor the progress of RP implementation.

### **3. Scope of Work**

3.1. The NGO shall be responsible for the implementation of the Resettlement Action Plan..The NGO shall support the PPP Division, PWD (R), Rajasthan in the land acquisition process. In the process of implementation, the NGO shall use the ICT e-RAP MIS and mobile application tool for recording, managing and tracking the land acquisition process, including direct purchase. In addition, the NGO shall be responsible for the development of a comprehensive livelihood restoration system to facilitate the DPs to take advantage of the options available (as per the SIA/SIMP cum RP).The tasks include the following:

- Working in coordination with the Authority's Engineer and Nodal officer (head office)Project Director, PIU/ designated resettlement officer in the PIU; and assisting the PD in carrying out the implementation of the RP;
- Coordinate with the GRCs in implementing the RP;
- Assist PIU in conducting all public meeting, information campaign at the commencement of the projects and provide full information to the affected community;
- To assist the PAPs in redressing their grievances through the GRM;
- Assist the PIU in disclosure, conducting public meetings, information campaigns during the RP implementation, and giving full information to the affected community;
- Translate the summary of RP in the local language for disclosure and disseminate it to PAPs;
- NGO will provide assistance in getting declaration, notification and publication of Section-11 (or any updation on the basis of SIA),Section 19 and up toward declaration and disbursement as per RFCTLARR Act, 2013 and Rajasthan Land Acquisition Rules, 2016.
- To assist the PIU/ Authority's Engineer in ensuring that the contractors comply with the applicable labour laws (including the prohibition of child labour, bonded labour, and gender requirements) as contained in the contract document;

- To assist the PIU and Authority's Engineer in ensuring compliance with safety, health, and hygiene norms, and conduct road safety and mobility, SEA/SH, HIV/AIDS/COVID-19 pandemic, and Human Trafficking awareness/prevention campaigns;
- Submit monthly and quarterly progress reports to the PIU. The report should also cover all aspect of services, implementation issues, progress of village /SDO/ project wise LA proceedings including efforts made by the Consultant, details of all consultations and public meetings with minutes and photographs, Status of NTH & CPR identification, progress Assessment of structures etc., ID card preparation & distribution and preparation & submission of microplans for titleholders and non-titleholders; details of activities carried out for coordination including providing support to PAPs in getting their due compensation; between authorities& PAPs, GRM reports, progress of various trainings total imparted & trainings during reporting period( Month/Quarter) along with audience/ venue details, planned trainings for the next quarter and a summary of village wise & other required consultations. The report should have a separate chapter on gender actions, (within the framework of the RP) to ensure their participation in decision-making as well as the options made available to them to access economic opportunities, marketing and credit. The report should clearly indicate the number of field visits made by the NGO staff and the outcome of consultations with people.
- Provide data and information that PIU will require in the management of the database of the PAPs.
- Assist PIU in providing trainings to PAPs and other stakeholders, wherever required in the implementation of RP.

### 3.2. Dissemination of Information and Consultation

The key task is to provide full information to the PAPs on the RF and entitlement matrix, provisions, approach to land acquisition and R&R, time frame for implementation, roles and responsibilities of implementing agency and grievance redress mechanism. The NGO shall educate the PAPs on their rights, entitlements and obligations under the RP. It shall disseminate information to the PAPs on the possible consequences of the project on the communities' livelihood systems and the options available. It shall support PAPs in deriving benefits under the Livelihoods Restoration Plan. It shall explain to the PAPs the need for land acquisition, the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for their relocation, the timeframe for their removal and their entitlements as per the RP. Dissemination of information would include translation of documents into local language, where necessary.

### 3.3. Land Acquisition and Direct Purchase

The NGO will liaise with the Revenue Department and district administration to facilitate timely land acquisition and disbursement of compensation according to the R&R policy. The NGO will provide support throughout the land acquisition process those who are losing their land. Support would be provided on all required documents and processes up to receipt of cheques. NGOs will facilitate disbursement of compensation cheques in Gram Sabhas. Support would also be provided by the NGO in facilitating negotiations and consultations with PAFs for direct purchase of land as per the Rajasthan State Government Order. F.-1(27)Rev.-6/2016. The NGO shall use the e-RAP tool, when

available for recording, managing and tracking the land acquisition / direct purchase process, including pilot testing. NGO will be responsible for providing support in getting the declaration, notification and publication of Section-11 (or any updation on the basis of SIA), Section 19 and up to award declaration and disbursement as per RFCTLARR Act, 2013 and Rajasthan Land Acquisition Rules, 2016

### 3.4. Identification and Verification

The NGO shall undertake joint verification with the Field Officers of PPP Division, PWD of the project affected persons (PAPs) to identify PAFs eligible as per the cut-off date for R&R entitlement and shall update the database accordingly on the eligible PAPs. All verification will be conducted jointly with the PIUs. The NGO shall verify the information already contained in the SIA/SIMP cum RP and the individual losses of PAPs and validate the same and make suitable changes if required. In particular, the NGO will verify information (including adding information of missed PAPs) on the titleholders and non-titleholder PAPs and PAFs and update the SIA/SIMP cum Resettlement Plan.

During the identification and verification of the eligible PAPs and PAFs, the NGO shall ensure that each of them are contacted and consulted. The NGO shall ensure consultation with vulnerable groups including women, senior citizens, disabled persons, persons from Scheduled Castes and Scheduled Tribes from the PAFs.

Verification exercise shall include actual measurement of the extent of total property loss/damage, and valuation of the same. The NGO shall be responsible for updating the database on individual losses, which is required for preparation of micro-plans. The NGO shall display the list of eligible PAFs in the affected villages for PAF's to verify. The PAFs will be provided 15 days' time to verify the list. This process will enable eligible PAFs to be included in the list. NGOs will accordingly update and finalize the list and display it in prominent public places like Panchayat Offices, Taluk and District Headquarters.

The NGO will identify and verify the community assets that are likely to be affected by the project.

The NGO will identify PAFs and/or PAP/PAF or community asset coming within the proposed Right of Way (RoW) / Corridor of Impact (CoI) after the cut-off date, and notify the same to the PIUs and shall remove such properties or community structure from the RoW, through appropriate consultation and shall inform them that project benefits do not apply to them.

The Agency/NGO shall establish rapport with PAPs, consult and provide information to them about the respective entitlements as proposed under the RP.

- Wherever required, conduct census and socio-economic survey data and administer the census and socio-economic survey questionnaire, in case of changes in scope of when there are PAPs who have been not covered during the baseline survey and in particular the landowners from whom land is being acquired.
- Meetings with the PD, PIUs will be held at least fortnightly, and meetings with the PAPs 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.
- During the verification of the eligible PAPs, the Agency/NGO shall ensure that each of the PAPs is contacted and consulted either in groups or individually. The Agency/NGO shall especially ensure consultation with women from the PAPs families especially women-headed households.
- Participatory methods should be adopted in assessing the needs of the PAPs, when required, especially with regard to the vulnerable groups of PAPs. The methods of contact may include village-level meetings, gender participation through group's interactions, and individual meetings and interactions.
- Agency/NGO will monitor the civil construction work in each package to ensure that no displacement occurs prior to compensation. In case of any concerns, the NGO will escalate the matter to the PIU.
- Agency/NGO will help to monitor the civil construction work in each package to ensure there are no violations of the national core labor standards and contract provision on the same (e.g. no bonded/child labour).
- The Agency/NGO shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the PAPs), helping the PAPs to take salvaged materials and shift. In close consultation with the PAPs, the Agency/NGO shall inform the PIU about the shifting dates agreed with the PAPs in writing and the arrangements desired by the PAPs with respect to their entitlements.
- The Agency/NGO shall seek a community's consent, through its representative or CPR committee members, to demolish, relocate, and reconstruct CPRs. A sample consent form for CPRs is attached to RPs.

### 3.5. Preparation of Micro Plans for RAP Implementation

The NGO shall prepare Micro Plans for Titleholders and Non-titleholders both, that details out category of PAFs, asset lost, displacement status, compensation and all types of assistance, alternate livelihood options; details of resettlement, land details; specific training requirement for skill up gradation and institutions responsible for training and display the list in prominent public places like villages, Panchayat offices, etc. prior to R&R award enquiry. A separate plan has to be prepared for shifting of community assets.

Assist the PIU to incorporate changes in the micro plan if any based on the R&R award and resubmit the same to PIU for verification and endorsement

### 3.6. Preparation and Distribution of Identity Cards

After approval of Micro Plan, the NGO will prepare the Identity card of eligible affected persons and shall distribute Identity Cards to all PAPs. The identity card should include a photograph of the head of the PAF, PAP, the extent of loss suffered due to the project, and entitlement i.e. the mode of compensation and assistance, as applicable. with necessary family details. The Identity Cards are to be signed by the responsible person at respective PIUs.

### 3.7. Disbursement of Assistance and Delivery of Entitlements

The NGO shall assist PMU in ensuring all the PAFs obtain their full entitlements under the SIA/SIMP cum RP before being dispossessed; to ensure benefits due to the PAFs under the Resettlement Policy Framework (RPF) are provided to the PAFs. The NGO shall assist the PAPs in opening bank accounts explaining the implications, the rules and the obligations of a joint account and how she/he can access the resources she/he is entitled to.



The NGO shall identify means and advise the PD to disburse the entitlements to the eligible persons/families in a manner that is transparent, and shall report to the PIU/PMU at head office on the level of transparency achieved in the project.

3.8. Support Implementation of Livelihoods Restoration Plan

In addition to providing assistance given in the entitlement package, the NGO shall be responsible for supporting the implementation of the Livelihoods Restoration Plan. The NGO shall prepare individual Income Restoration Plan, as a part of the Micro Plan.

3.9. Smooth Transition and Planned Relocation

The NGO shall assist the project authorities in ensuring a smooth transition and guiding the PAFs through the resettlement period. In consultation with the PAFs, the NGO shall inform the PMU about the date of relocation as suggested by PAFs. The NGO shall advise the PAFs on utilization of R&R benefits to create productive assets. The NGO will verify and prepare utilization certificates for the assistance disbursed to PAFs. The funds will be disbursed against the approved plan for creating productive asset.

3.10. Grievance Redressal

The NGO shall make PAPs aware of the grievance mechanism set out in the SIA/SIMP cum RP and shall assist them to resolving the grievances. The NGO shall help the PAPs to file a grievance application. The NGO shall record the grievance and bring the same to the notice of the Grievance Redress Committees (GRC) within 7 (seven) days of receipt of the grievance from the PAPs. It shall submit a draft resolution with respect to the particular grievance of the PAPs, suggesting solutions and present them in the GRC meeting through the NGO representative in the GRC. The NGO shall assist in the GRC process whenever necessary.

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

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

To accompany the PAPs to the GRC meeting on the decided date, help the PAP to express his/her grievance in a formal manner if requested by the GRC, and again inform the PAPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC.

3.11. Coordination between PAPs and PIUs

The NGO shall facilitate consultation between the PAPs, PMU and the respective PIUs. This will be achieved through regular monthly meeting with the PIU representatives and the PAPs which will be documented. Similar meetings once every quarter would be held with the PMU.

3.12. Participation in Gram Sabhas

The NGO shall associate with Gram Sabhas in respective villages. Besides contacting PAPs on an individual basis to regularly update the baseline information, NGO shall inform the project details to the Gram Sabhas on a regular basis. NGO shall encourage participation of PAPs in such meetings by discussing their problems regarding LA, R & R and other aspects relating to livelihood restoration.

3.13. Road Safety Awareness

The NGO shall conduct Road Safety Awareness programs for school children and the community at large in the villages located along the Project Roads through IEC materials, signboards and interactive discussions.



### 3.14. HIV/AIDS Prevention Awareness

NGO shall carry out awareness programmes on HIV/AIDS prevention, as well as human trafficking, along the corridors at identified locations such as toll-plazas, construction camp sites and truck-parking lay-by in respective corridors. For this purpose, the IEC materials as well as technical advice from GSACS will be utilised in a timely manner.

The NGO, in collaboration with the PMU, shall ensure that medical facilities and health check-ups which may include diagnosis of STD/HIV for the workers are provided at the construction camps.

- NGO will ensure interaction with industrial units and sensitization
- The NGO will conduct awareness programmes for migrants
- The NGO will facilitate medical health care services including STI treatment
- The NGO will liaise with Community Health Centres and Integrated Counselling and Testing Centres
- The NGO will coordinate with Target Intervention NGOs, Link Worker Schemes and other agencies working in the field of HIV/AIDS awareness and prevention
- The NGO will conduct sensitization programmes for PPP division, PWD (R) personnel, consultants, contractors, labour and other stakeholders
- The NGO shall ensure interaction with transporters and brokers
- The NGO shall ensure availability of condoms (both socially marketed and government) through established condom depots

### 3.15. Awareness Creation on Gender and other Social issues

The NGO shall assist the PMU in ensuring facilities for women such as (i) temporary housing - during the construction the families of labourers/workers are provided with suitable accommodation and facilities for other civic requirements, particularly health and sanitation; (ii) health centre - health problems of the female workers are taken care of through health centres temporarily set up for the construction camp where medicines and minimum medical facilities to tackle first-aid requirements or minor accidental cases are provided.

3.17 SEA/SH Trainings – The NGO shall help provide trainings on SEA/SH topics to the community, contractors, labour, Authority Engineer, PWD staff and GRM operators.

## 4. Conditions of Service

Duration of Services- It is estimated that the NGO services will be required for about 24 months with intermittent inputs of key-personnel, to undertake the assignment of facilitating the implementation of the SIA/SIMP cum RP. The inputs of key personnel should be in accordance with the tasks and the corresponding time required for their completion. The period of service shall be extended, if found necessary and on the basis of performance of the NGO, for a period mutually agreed upon by both parties.

All documents prepared, generated or collected during the period of contract in carrying out the services under this assignment will be the property of PPP division, PWD. No information gathered or generated during and in carrying out this assignment shall be disclosed by the NGO without explicit permission of the PMU.

Location of NGO – In order to carry out the above tasks, employees of the NGO are to be stationed at a location mutually agreed with the PMU.

## 5. Reporting

Reports are to be submitted to PMU. All supporting documents such as photographs, video graphs, primary and secondary information collected, etc., taken during the assignment shall be submitted in support of the reports, along with an electronic copy of the documents. The following deliverables has to be submitted.

**Inception Report:** The NGO shall submit to the PMU an inception report detailing plan of action, manpower deployment, time schedule, and detailed methodology, within 21 days of the commencement of the assignment.

**Monthly and Quarterly Progress Reports:** The NGO shall also submit monthly progress reports on the activities carried out during that month and proposed activities for the next month. The monthly progress reports shall include data on input and output indicators as required by the PMU, with work charts as against the scheduled timeframe of SIA/SIMP cum RP implementation. The NGO shall document in full details, the consultation/counselling processes, and a full description of the training imparted (or facilitated) as part of the assignment. The progress achieved in land acquisition as per entitlements shall be documented and shall be submitted to the PMU as a part of the monthly progress report. The monthly progress report shall have all the details of progress on all the activities specified in the scope of work related to RP implementation along with previous month progress and to be submitted on or before third working day of every month. The quarterly progress report shall have details of cumulative progress on all the activities of RP implementation and to be submitted on or before 7th of the first month in the following quarter.

The report should also cover all aspect of services, implementation issues, progress of village /SDO/ project wise LA proceedings including efforts made by the Consultant, Status of NTH & CPR identification, progress Assessment of structures etc., ID card preparation & distribution and preparation & submission of micro plans; details of activities carried out for coordination including providing support to PAPs in getting their due compensation; between authorities & PAPs details of a summary of grievances, progress of various trainings total imparted & training during reporting period( Month/Quarter) along with audience/ venue details and a summary of village wise & other required consultations. The report should have a separate chapter on women's issues, their problems and what has been done (within the framework of the RP) to ensure their participation in decision-making as well as the options made available to them to access economic opportunities, marketing and credit. The report should clearly indicate the number of field visits made by the NGO staff and the outcome of consultations with people.

**Final Report:** The NGO shall submit a completion report at the end of the contract period summarizing all the actions taken during the project, the methods used to carry out the assignment, and a summary of support, compensation and assistance given to the PAPs.

**Participation in Periodic Review Meeting of PIU:** NGO representative shall participate in the periodic review meetings of the PMU / PIU/PMC to discuss about the progress of the assigned tasks, issues and constraints in carrying out any specific task, etc.

**Status Reports:** The NGO shall prepare and submit the status report in consultation with PIU as and when requested by Authority Engineer/PMU/PMC besides at every WB mission visit. NGO shall also prepare PowerPoint presentation on status report during WB mission visit or as and when required visit in consultation with PIU as and when required during the entire contract period.

**Submission of Meeting Records:** Minutes of the meeting shall be prepared for all the

meetings with PMU and PAPs, GRC Meetings, various consultations with the PAPs, consultations with respect to shifting of community assets, joint verification of affected land and structures, etc., shall need to be recorded and submitted to the PMU.

Data, Services and Facilities to be provided by the Client: The PIU will provide to the NGO the copies of the RP, PAPs' 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 NGO.

## 6. Implementation of Awareness activities

- Road safety awareness campaign in school and habitations(Excluding RP Implementation) -Minimum 26campaign
- Health Camps(Excluding RP Implementation) -Minimum 26 camps
- Awareness for HIV/AIDS/COVID19 – Min. 26 campaign
- At least 100 women (Excluding RP)from the project influence areas trained in certified livelihood skills and reported increased knowledge
- Information, Education and communication (IEC)-activities-Monthly throughout the contract period
- Minimum150 poster boards for each of the Project Roads with vital information on road safety and health including HIV/AIDS, human trafficking, and gender-based violence and COVID-19 installed in designated spots like habitations, bus stands /bus shelters, front of community centres and schools in the project districts.
- SEA/SH awareness trainings

## 7. Monitoring

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

## 8. Deliverables

It is estimated that the Agency/NGO services will be required for about 24 months with regular/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:-

S.No	Task Description	Time for completion
1	Inception Report	At the end of the 3 <sup>rd</sup> week after the commencement of services

S.No	Task Description	Time for completion
2	NGO will be responsible for review of data received from SIA consultant in respect of RFCTLARR Act, 2013 and Rajasthan Land Acquisition Rules, 2016, in light of actual requirement of land as per plan and profile, Update if required, declaration, notification and publication of Section-11.	At the end of the 2 <sup>nd</sup> Month after the commencement of services
3	a. Joint verification, and submission of corrected data, if any, including the proposal for replacement and up-gradation of community assets b. Additional and /or missing census survey records of PAPs (to be collected only after due approval of such cases by RO in writing)including profiles of PAP in such survey	At the end of the 3 <sup>rd</sup> month after the commencement of services  At the end of the 3 <sup>rd</sup> month after the commencement of services
4	Monthly Progress Report /Quarterly Progress Report covering the activities in the scope of works and corresponding deliverables	In 7 days from the end of each month /quarter
5	Micro Plan (non-titleholders)), issue of identity card and Facilitating disbursement of the entitlements for all PAPs in the 1 <sup>st</sup> milestone coinciding with the milestone sections fixed by PIU	At the end of the 5 <sup>th</sup> month after commencement of services
6	Declaration, notification and publication of Section-19 on the basis of Section-11 as per the outcome of hearing under Section 16 by competent authority for LA .	At the end of the 6 <sup>th</sup> month after commencement of services
7	a. Disbursement of the entitlements for remaining PAPs in the 2 <sup>nd</sup> milestone	At the end of the 8 <sup>th</sup> month after commencement of services
8	Completion of census and SES of landowners identified by the competent authority during award enquiry	At the end of the 10 <sup>th</sup> month after commencement of services
9	Micro Plan (Titleholders)), issue of identity card and Facilitating disbursement of the entitlements for all PAPs in the 1 <sup>st</sup> milestone coinciding with the milestone sections fixed by PIU	12 months after commencement of services
10	Liaising & coordination for imparting training to a venerable group of Project Affected Persons as assessed by NGO / Agency with specific need with reference including type & extent of training for restoration of livelihood.	12 months after commencement of services
11	Draft Final Report summarizing the action taken and other resettlement works to be fulfilled by the NGO	One month before the service / 23 <sup>rd</sup> month after commencement of services
12	The final report summarizing the action taken and other resettlement works to be fulfilled by the NGO	At the end of the service / 24 <sup>th</sup> month after commencement of services incorporating suggestions of PIU on the draft report.

## 9. Team/ Office for the Assignment

The Agency/NGO shall assign a team of professionals for assisting PIU in RP implementation. The Agency/NGO shall deploy a team as indicated in Appendix-II to carry out the assignment. One office shall be established by the Agency/NGO for this purpose and shall operate for the complete period of the assignment i.e.24months. The 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/ PMU. Each of the 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. Support Staff

### 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 however while submitting the proposal the agency/NGO should take into account the impact on each road (Appendix-I) and the indicative staff deployment (Appendix-II), and distribute the total person-months commensurate to the magnitude of impact.

S. No.	Key Professional	No. of Persons	Total number of Person Months	Experience
1	Team Leader (fulltime input)	01	(24 months input)	<b>Postgraduate in Social Science</b> with a minimum of 7 years' experience in R&R, with land acquisition and R&R implementation experience in 5 projects of which at least 1 should be linear projects (Highway) funded by external agencies. Should be proficient in Hindi and English
2	R&R Expert cum Field Coordinator (intermittent input)	04	78 months ( 01 R&R expert full time with input of 24 months and 3 R&R Experts each with 18 months of input each)	<b>Graduate in Social Science</b> with knowledge and experience in the census and socio-economic surveys, RP implementation PRA Technique,.  Should have a minimum of 5 years of experience in R&R, with land acquisition and R&R implementation experience in 3 projects of which at least 1 should be linear projects (Highway) funded by external agencies. and fluent in Hindi and English

S. No.	Key Professional	No. of Persons	Total number of Person Months	Experience
3	Gender and SEA/SH Expert (intermittent input)	01	8 Month	<b>Master's degree in social science</b> , gender studies or related field. <ul style="list-style-type: none"> <li>A minimum of 5-7 years professional experience, preferably in the field of implementation of projects, monitoring and evaluation;</li> <li>5 years' Experience in the management of gender aspects of development programmes, gender analysis and analytic work in gender and transport sector;</li> <li>Experience in the usage of computers and office software packages.</li> <li>Experience of working with State Governments/ NGOs/ Civil Society on similar assignments will be preferred.</li> </ul>
4.	Land acquisition facilitator(inte rmittent input)	4	78 months ( 01 LA facilitator full time with input of 24 months and 3LA facilitators each with 18 months of input each)	<b>Min. Graduate in any stream.</b> Should have at least 5 years' experience in implementing land acquisition and R&R on large-scale funded projects, and have experience liaising with the Revenue Department.

### Support Staff:

Following Support shall be deployed by the Agency/NGO:

S. No.	Support Staff	No. of Persons	Total number of Person Months
1.	Data Entry Operator	1	24
2.	Office Manager	1	24
3.	Support Staff (8nos.x 12 months) (intermittent input)	08	96

## 10. Payment Terms

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, implementation, awareness, and IEC activities of Gender Equality and social inclusion as described in TOR Para-12, the PIU will provide funds separately

as per actual expenditure on submission of original receipts/vouchers ,related to specific campaign proposals submitted by the Agency/NGO. The cost of printing disclosure material will be paid by PIU directly or PIU will make available printed disclosure material.

The financial quote should include the remuneration of key personnel and support staff, and all costs related to carrying out the services, excluding the cost of awareness campaigns for road safety and mobility, HIV-AIDS, health and hygiene, implementation, awareness, , the printing of disclosure handouts, and printing and laminating identity cards for PAPs. GST, if applicable, will be paid by **PIU**, and proof of remittance should be submitted to PIU before 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.

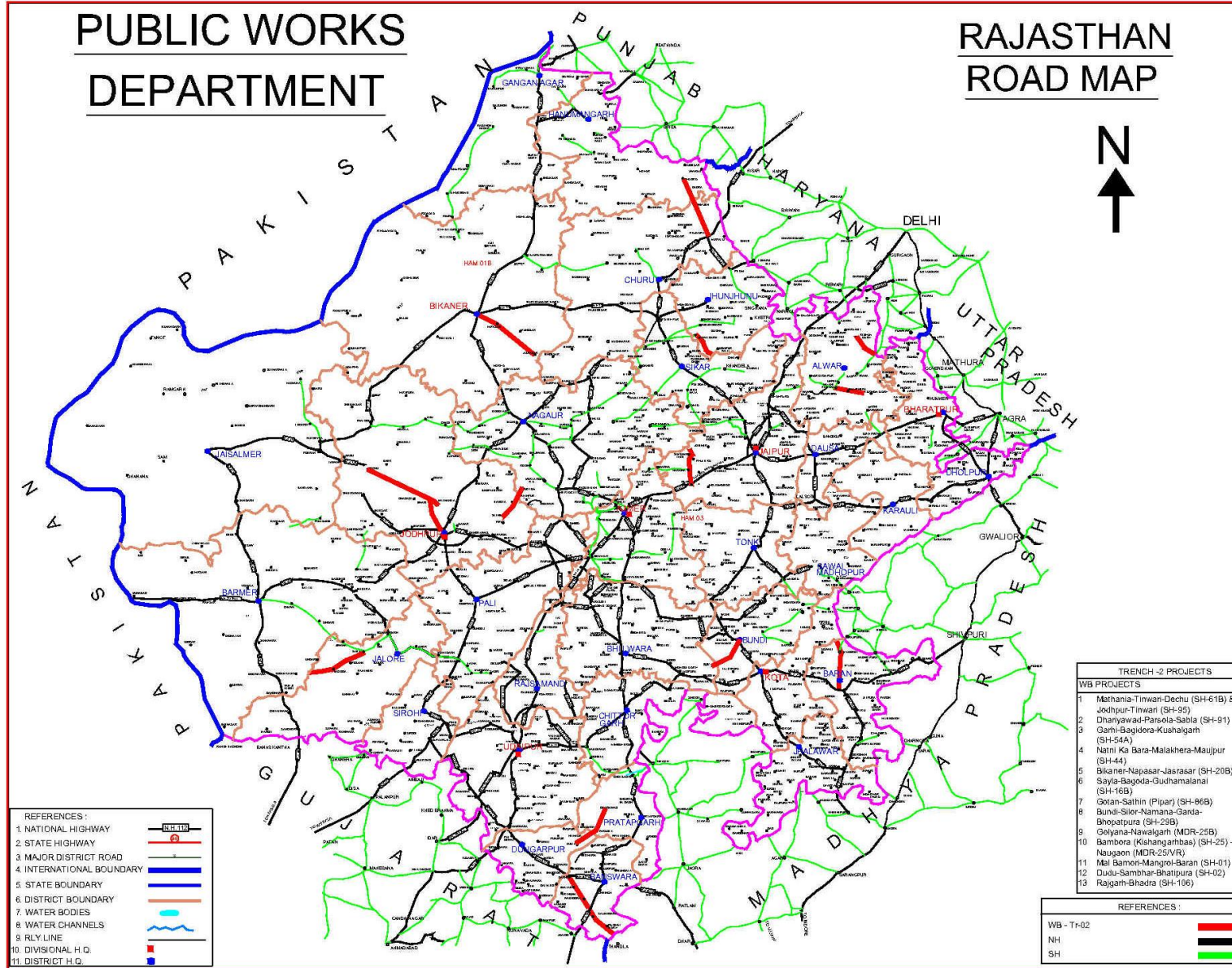
**List of Subprojects**

<b>S. No</b>	<b>SH No.</b>	<b>Name of Road</b>	<b>Length (in Km)</b>
1	SH-61 & SH-95	Mathania- Dehchu& Jodhpur- Tiwari	80.600 km. + 27.800 km.
2	SH-106	Rajgarh- Bhadra	59.480 km.
3	SH-44	Natani ka Bada- Maujpur	25.700 km.
4	SH- 20B	Bikaner-Napasara-Jasrasar	65.525 km.
5.	SH-16B	Sayla-Bagoda-Gudamalani	50.500 km.
6.	SH-86B	Gotan - Sathin (Pipar)	30.500 km.
7.	SH-91	Dhariyawad -Parsola - Sabla	50.340 km.
8.	SH-54A	Garhi – Bagidora – Kushalgarh	78.600 km.
9.	MDR-25/VR	Bambora-Naugaon	31.880 km.
10	SH-29B	Bundi– Silor- Namana– Garda- Bhopatpura	44.00 km.
11.	SH-01	Mal Bamori-Mangrol-Baran	41.200 km.
12	SH-02	Dudu-Sambhar-Bhatipura	40.400 km.
13	MDR-25B	Golyana – Nawalgarh	24.00 km.
<b>Total</b>			<b>650.525 km</b>



# PUBLIC WORKS DEPARTMENT

# RAJASTHAN ROAD MAP



### Summary of Involuntary Resettlement Impacts

S N	SH No.	Name of Road	Length (km)	Private land Acquisition* required (Ha)	Govt. land Acquisition* required (Ha)	Total land (Pvt+Govt) Acquisition* required (Ha)	Total No. of Structures Affected*	Total No of landowners*	Total No. of Households* Affected (Including tenants)	Total No. of CPRs*
1	2	3	4	5	6	7	8	9	10	11
1	SH-61 & SH-95	Mathania-Dehchu & Jodhpur-Tiwari	80.600 km. + 27.800 km.	17.65 Ha	13.09	30.74 Ha	451	333	333	54
2	SH-106	Rajgarh-Bhadra	59.480 km.	14.186 Ha	1.469 Ha	15.655 Ha	21	162	165	16
3	SH-44	Natani ka Bada-Maujpur	25.700 km.	15.496 Ha	1.126 Ha	16.62Ha	26	401	413	2
4	SH-20B	Bikaner-Napasar-Jasrasar	65.53 km.	20.12 Ha	0.84 Ha	20.96 Ha	172	86	258	25
5.	SH-16B	Sayla-Bagoda-Gudamalani	50.500 km.	0	0	0	63	0	59	27
6.	SH-86B	Gotan Sathin (Pipar)	30.500 km.	47.77	5.31	53.08Ha	122	1031	300	28
7.	SH-91	Dhariyawad - Parsola - Sabla	50.340 km.	6.63 Ha	33.31 Ha	39.94 Ha	12	318	397	05
8.	SH-54A	Garhi - Bagidora - Kushalgarh	78.600 km.	13.60 Ha	28.50 Ha	42.11Ha	230	329	285	54
9.	MDR-25/VR	Bambora-Naugaon	31.880 km.	80.44 Ha	5.62 Ha	86.06 Ha	78	9275	1174	4
10	SH-29B	Bundi-Silor-Namana-Garda-Bhopatpura	44.00 km.	2.1418 Ha	2.615 Ha	4.75 Ha	64	91	155	06
11.	SH-01	Mal Bamori-Mangrol-Baran	41.200 km.	28.12 Ha	2.85 Ha	30.97 Ha	287	726	1013	8
12	SH-02	Dudu-Sambhar-Bhatipura	40.400 km.	33.60 Ha	4.97 Ha	38.57 Ha	25	223	738	0
13	MDR-25B	Golyana - Nawalgarh	24.00 km.	14.326 Ha	0.24Ha	14.572 Ha	95	295	113	18
	<b>Total</b>		<b>650.53</b>							

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

## Indicative Staff Deployment

( NGO is to schedule its program)

S. No	SH No.	Name of Road	Length(- km)	Team Leader	R&R Expert cum Field Coordinator	Land Acquisition Facilitator	Gender Expert
1	SH-61 & SH-95	Mathania- Dehchu& Jodhpur- Tiwari	80.600 km. + 27.800 km.	Input for all 13 roads	1st R&R Expert (Intermittent)	1st LAF (Intermittent)	Intermittent input for all 13 roads
2	SH-16B	Sayla-Bagoda-Gudamalani	50.500 km.				
3	SH-86B	Gotan - Sathin (Pipar)	30.500 km.				
4	SH- 20B	Bikaner-Napasar-Jasrasar	65.525 km.				
5	SH-44	Natani ka Bada- Maujpur	25.700 km.		2nd R&R Expert (Intermittent)	2nd LAF(Intermittent)	
6	MDR-25/VR	Bambora-Naugaon	31.880 km.				
7	SH-02	Dudu-Sambhar-Bhatipura	40.400 km.		3rd R&R Expert (Intermittent)	3rdLAF (Intermittent)	
8	SH-29B	Bundi– Silor- Namana– Garda- Bhopatpura	44.000 km.				
9	SH-01	Mal Bamori-Mangrol-Baran	41.200 km.		4 <sup>th</sup> R&R Expert (Intermittent)	4 <sup>th</sup> LAF (Intermittent)	
10	SH-91	Dhariyawad -Parsola - Sabla	50.340 km.				
11	SH-54A	Garhi – Bagidora – Kushalgarh	78.600 km.				
12	SH-106	Rajgarh- Bhadra	59.480 km.				
13	MDR-25B	Golyana – Nawalgarh	24.000 km.				

## **SECTION – 6**

### **DRAFT FORMS OF CONTRACT**

## CONTRACT FOR CONSULTANT’S SERVICES

Between

PUBLIC WORKS DEPARTMENT, GOVERNMENT OF RAJASTHAN

[Name of Client]

and

[Name of Organization]

Place : Dated :

CONTENTS	Page No.
I. FORM OF CONTRACT	62
II. GENERAL CONDITIONS OF CONTRACT	64
1. General Provisions	64
1.1 Definitions	64
1.2 Law Governing the Contract	64
1.3 Language	64
1.4 Notices	64
1.5 Location	65
1.6 Authorized Representatives	65
1.7 Taxes and Duties	65
2. Commencement, Completion, Modification, and Termination of Contract	65
2.1 Effectiveness of Contract	65
2.2 Commencement of Services	65
2.3 Expiration of Contract	65
2.4 Modification	65
2.5 Force Majeure	65
2.5.1 Definition	65
2.5.2 No Breach of Contract	65
2.5.3 Extension of Time	66
2.6 Termination	66
2.6.1 By the Client	66
2.6.2 By the Consultant	66
2.6.3 Payment upon Termination	67
3. Obligations of the Consultant	67
3.1 General	67
3.2 Conflict of Interest	67
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc	67
3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project	67
3.2.3 Prohibition of Conflicting Activities	67
3.3 Confidentiality	68
3.4 Insurance to Be Taken Out by the Consultant	68
3.5 Consultant's Actions Requiring Client's Prior Approval	68

3.6	Reporting Obligations	68
3.7	Documents Prepared by the Consultant to be the Property of the Client.	68
4.	Consultant's Personnel	68
4.1	Description of Personnel	68
4.2	Removal and/or Replacement of Personnel	69
5.	Obligations of the Client	69
5.1	Assistance and Exemptions	69
5.2	Change in the Applicable Law	69
6.	Payments to the Consultant	69
6.1	Lump Sum Remuneration	69
6.2	Contract Price	69
6.3	Payment for Additional Services	69
6.4	Terms and Conditions of Payment	70
7.	Settlement of Disputes	70
7.1	Amicable Settlement	70
7.2	Dispute Settlement	70
8.	Penalty	70
8.1	Penalty for Error Variation	70
8.2	Penalty for Delay	70
III.	SPECIAL CONDITIONS OF CONTRACT	71
IV.	APPENDICES.	75
	Appendix A — Description of the Services	75
	Appendix B — Reporting Requirements	76
	Appendix C — Key Personnel and Sub-consultants	77
	Appendix D — Breakdown of Contract Price in Local Currency	78

## 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 consists 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, personnel, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

\* All notes should be deleted in the 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 have 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 the 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;
- l. "Services" means the work to be performed by the Consultant pursuant to this Contract as described in Appendix A; and
- m. "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 fulfil 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 but not later than 14 calendar days.

#### 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 activities 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 does 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 becomes 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 consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

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

#### 2.6.2 By the 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 agrees 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 with 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 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 in-voice (Bill) maximum of 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 (As schedule in clause 8.0 of ToR), a penalty equal to 0.05% of the Contract price per day subject to a maximum of 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, a 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 24 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 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 or 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 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 organization

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

S. No.	Payment Milestone	Payment (% of contract Value)
1.	On submission and approval of the inception Report complete in all respects	10%
2	Completion of declaration, notification and publication of Section-11 on the basis of SIA as per RFCTLARR Act, 2013	10%
3.	On completion of the identification, verification of PAPs (other than landowners), initial consultation sessions, submission of updated data (individual census and SES records and database), assistance in disposal of objections after Section 11 publication by CA.LA and on acceptance of the same by the PIU.	5%
4.	Preparation of micro plan (NTH & CPRs) and issuance and distribution of identity cards.	10%
5.	Disbursement of the entitlements for all PAPs (other than landowners)	10%
6.	Completion of declaration, notification and publication of Section-19 on the basis of Section-11 as per RFCTLARR Act, 2013	10%

<b>S. No.</b>	<b>Payment Milestone</b>	<b>Payment (% of contract Value)</b>
7.	On completion of census and SES of landowners identified by the competent authority during award enquiry, assistance in disposal of Section 19 publication by C.A.L.A. Preparation of micro plan (Land Owners)	10%
8.	On completion of the rehabilitation/ resettlement process, completion of training for skill development, and implementation of the income restoration plan	10%
9.	Disbursement of entitlement including award amount to land owners	15%
10.	On submission of the Draft Final Completion Report	5%
11.	On submission of the Final Completion Report	5%
II.	Total	100%

**Note:** For deliverables at SN 2 to 8, part payment will be considered in proportion to length of the road for which that particular deliverable is completed, with respect to the total length of all roads. However, payment will not become due till 100% of the total length of individual project road for that deliverable is completed and respective entries e RAP ( in case e RAP is operational) is completed. It may please be noted that any task which is not required to be carried out for any reason or already got done through other agency for one or more roads, the amount of that task(payment milestone)in the proportion to the length of such road/shall not be payable. For example, for Golyana-Nawalgarh Road (24 km), the notification under section 11 is got prepared through other agency, an amount of  $24/650.53 \times 10\%$  ( of contract value) under SN 2 will not be made,

#### 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 the 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 a 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 the 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 to 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.