



**National Highways & Infrastructure Development Corporation Ltd.**

**(A Government of India Undertaking)**

# **REQUEST FOR PROPOSAL FOR SELECTION OF NGO**

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**TO ASSIST IN RESETTLEMENT PLAN  
IMPLEMENTATION FOR IMPHAL - MOREH ROAD  
IN THE STATE OF MANIPUR**

**March, 2017**

NHIDCL, Press Trust of India Building, 3<sup>rd</sup> Floor, Parliament Street, New Delhi – 110001.

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# SECTION 1. LETTER OF INVITATION

To,

M/s. ....

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Dear Sir:

1. National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), an PSU constituted under the Ministry of Road Transport & Highways by Government of India. NHIDCL has been entrusted with upgradation of Imphal – Moreh Road section from Km 330.00 to Km 395.68 (NH-39) in the state of Manipur, a project being financed by Asian Development Bank (ADB), aims to strengthen and rehabilitate selected deteriorated state roads and to provide reliable road transport services in the state. Project road section (Imphal - Moreh road) consisting of 65.68 kilometers. Resettlement Plans (RPs) for project roads have been prepared based on the detailed social survey of the project roads. The detail of likely impact on the project road is listed in the Table: 1.

**Table: 1 Details of Likely Impact on Project Road**

Sl. No.	AH No.	Name of project Road	Length (in Km.)	District Covered	Total land Acquisition required (in Acres) *	Total No. of Structure Affected *	Total No. of Households Affected*	Total No. of Displaced persons (DPs)*	Total No. of CPRs
1	01	Imphal Moreh Road	65.68	Imphal (E), Imphal (W), Thoubal, Chandel	169.64	1437	2275	12478	449

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

2. The Imphal-Moreh Project road is 4 lane from Km 330 to Km 350 and 2 lane from Km 350 to Km 395.68 and having a varying right of way (ROW). The existing ROW is encroached and squatted at various locations specifically in existing Villages/market places.
3. The existing available ROW is not sufficient everywhere to accommodate the widening proposal. Suitable Land Acquisition has to be done for 4/2 laning, keeping in view the widening of the road. Sufficient consideration has been given at the stage of the project preparation to minimize the adverse impacts on the community in the project areas within the limitation of technical requirement. The Resettlement Plan (RP) is prepared based on detailed design of the alignment, to mitigate all such unavoidable negative impacts caused by the project and to restore affected person's livelihoods.
4. National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) invites the services of registered eligible NGOs hereafter referred to as **NGO for the implementation of RP** on the project road. Project road is stand alone for

implementation of RP as shown in Table 1. More details on the Services are provided in the attached Terms of Reference.

5. Intending NGOs, are invited to submit their Application for RFP to the GM (Tech), Manipur, National Highway & Infrastructure Development Corporation Ltd., PTI Building, 3<sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001, latest by **06.04.2017** up to 1500 Hrs. The RFP will be opened on **07.04.2017** at 1500 Hrs.
6. NGOs will be selected under Quality and Cost Based Selection (QCBS 90:10) and as per the procedures described in this RFP.
7. The RFP includes the following Sections:

- Section 1 - Letter of Invitation
- Section 2 - Information to NGOs
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract

Yours sincerely

**Col. Rajeev Sood (Retd.)**  
**General Manager (Technical)**  
National Highway & Infrastructure  
Development Corporation Ltd.  
PTI Building, 3<sup>rd</sup> Floor ,  
4, Parliament Street,  
New Delhi-110001  
Ph. 011-23461621  
Email: [gm5@nhidcl.com](mailto:gm5@nhidcl.com)

## SECTION- 2. INSTRUCTION TO NGO

### 1.Introduction

- 1.1 The Client named in the **Data Sheet** will select a NGO for the implementation of RP, who has submitted their Proposal, in accordance with the method of selection indicated in the **Data Sheet**.
- 1.2 NGOs for the implementation of RP, are required to submit a Technical Proposal (essentially in hard bound form) and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**. The Proposal for implementing the RP must be for the Project Road named in the **Data Sheet**. The Proposal shall be the basis for contract negotiation and ultimately for signing the contract with the selected NGO.
- 1.3 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 NGOs, 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, NGO's 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. The NGO's representative should contact the officials named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference.
- 1.5 The Client will provide the inputs specified in the **Data Sheet**, assist the NGO 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 NGOs 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 interests. NGO 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, NGO shall not be selected under the circumstances set forth below:**
    - (a) An NGO, 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, NGOs 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 NGO's earlier consulting services) for the same project.

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

**1.7.2** As pointed out in para. 1.7.1 (a) above, NGO 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 NGO 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 NGO to hire for the purpose.

**1.8** It is the National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) policy that NGOs observe the highest standard of ethics during the selection and execution of Contract. In pursuance of this policy, NHIDCL:

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

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

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

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

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

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

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

## **2. Clarification and amendment to RFP Document:**

**2.1** NGO may request a clarification of any of the clause of the RFP documents up to the number of days indicated in the **Data Sheet** before the Proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client’s address indicated in the **Data Sheet**. The Client will respond by 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 NGO,

modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded on the NHIDCLand CPPP portal of GoI. Any addenda, if issued, shall be deemed to be intimated once uploaded in website and will be binding on the participating NGOs. The Client may at its discretion extend the deadline for the submission of Proposals.

### **3. Preparation of Proposal**

- 3.1 NGOs are requested to submit the Technical and Financial Proposal online as well as (Para 1.2) (in hard bound form) written in the language(s) specified in the **Data Sheet**. The Technical Proposal in physical form must be in sealed envelopes.

#### **Technical Proposal**

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

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

- (i) If a NGO considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other NGO(s) and/or other NGOs or entities in a joint venture relationship or sub-consultancy, as appropriate. NGO may associate with the other NGO invited for this Assignment only with approval of the Client as indicated in the **Data Sheet**. NGO must obtain the approval of the client to enter into a Joint Venture with NGOs not invited for this assignment. The NGOs are encouraged to seek participation of local NGO by entering into a joint venture with, or associating themselves with the local NGO.
- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the **Data Sheet/TOR** the proposal shall, however, be based on the number of key professional staff-months estimated by the NGO.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the NGO or has an extended and stable working relation with it.
- (iv) Proposed key professional staff must, at a minimum, have the experience indicated in the **Data Sheet/TOR**, preferably under conditions similar to those prevailing in the area of the Assignment.
- (v) Alternative key professional staff shall not be proposed, and only one curriculum Vitae (CV) shall be submitted for each position.
- (vi) Reports to be issued by the NGOs as part of this assignment must be in the language(s) specified in the **Data Sheet**. It is desirable that the NGO's personnel have a working knowledge of the language spoken/ understood by the general public (Manipuri) 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 NGO'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 NGO's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by position, the tasks that would be assigned to each staff team member, and their person-month (Section 3E).
- (v) CVs signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the NGO/entity, and degree of responsibility held in various assignments during the tenure.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) Activity Schedule details with field verification, completion and submission reports should be submitted in section 3H.
- (viii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (ix) Any additional information requested in the Data Sheet.
- (x) The Technical proposal shall be uploaded on CPP portal i.e. eprocure.gov.in as well as submitted in hard form at the address mentioned in this RFP at scheduled time.

### **3.5 The Technical Proposal must not include any financial information.**

## **Financial Proposal**

- 3.6 In preparing the Financial Proposal, NGOs are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard BOQ uploaded on CPP portal i.e. eprocure.gov.in. It lists all costs associated with the Assignment, including remuneration for staff, in the field and at headquarters, local transportation and for mobilization and demobilization, services, hiring charge for vehicles, office equipment, furniture, and supplies, office rent, insurance, printing of documents, surveys etc.
- 3.7 The Financial Proposal should include all the local taxes (including social security, service tax), duties, fees, levies, and other charges(except service tax which is reimbursable) imposed under the applicable law, on the NGO, unless the **Data Sheet** specifies otherwise.
- 3.8 NGOs have to express the price of their services in INR (₹) only (inclusive of all taxes).
- 3.9 Deleted.
- 3.10 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the NGO 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 NGO, who do not wish to extend the validity of their proposal, can do so and withdraw from the selection process.

#### **4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original Proposal (Technical Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the NGO itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the NGO initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, the NGO shall prepare the number of copies (In Hard and Soft Copy) indicated in the **Data Sheet**. If there are any discrepancies between the physical and the uploaded copies of the Proposal, the provision made in uploaded proposal shall govern.
- 4.4 The physical copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". This envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE."**
- 4.5 The Proposal must be submitted online and delivered-at the submission address on or before the time and date stated in the **Data Sheet**. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and will not be opened at the time of opening of Technical proposal. All submitted proposals are to be opened publicly.

#### **5.0 Proposal Evaluation**

##### **General**

Proposal will be evaluated on three stages:-

- Stage-1 Responsiveness
- Stage-2 Technical Evaluation
- Stage-3 Financial Evaluation

##### **5.1 Criteria for Responsiveness of proposal:- Responsiveness of proposal will be checked on the basis of following.**

- (A) In case of JV proposal must be accompanied by JV Agreement MOU/JV agreement.
- (B) Methodology / Work Plan must be submitted with proposal.
- (C) Details of work Experience certificate with value of services rendered. Certificate issued by Client/ Principal Employer must be submitted along with proposal.
- (D) CV must contain photograph & Signature of the Key Person, age proof certificate, Educational Qualification certificate & Experience certificate and all certificates must be countersigned by the Authorized representative.
- (E) Proposal must be hard bound.
- (F) Power of Attorney of the person signing the Document.
- (G) Registration certificate of the NGO certified by the Authorized representative.
- (H) Declaration of genuineness of proposal on stamp paper.

## Evaluation of Technical Proposals

- 5.2 The evaluation committee appointed by the Client as a whole and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the **Data Sheet**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 5.3 From the time the bids are opened to the time the contract is awarded, if any NGO wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the **Data Sheet**. Any effort by the NGO to influence the Client in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the NGO's proposal.
- 5.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals.

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

- 5.5 After the evaluation of Technical Proposal is completed, the Client shall notify those NGO whose Technical proposals did not meet the minimum qualifying requirement or were considered non-responsive to the requirement of RFP and Terms of Reference. The Client shall simultaneously notify the NGOs who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date of Financial Proposal shall be taken into account the time for the NGO to witness the opening of financial proposal. The notification shall be sent by any of the method like registered letter, facsimile, electronic mail or combination thereof in addition to uploading the results and communications on NHIDCL website and CPP portal.
- 5.6 The Financial Proposals shall be opened publicly or as prescribed in Data Sheet in the presence of the NGO's representatives who choose to attend. The name of the NGO, 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 (BOQ uploaded on CPP portal) 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 NGO unless the NGO 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;  $T + P = 1$ ) indicated in the **Data Sheet**:  $S = S_t \times T\% + S_f \times P\%$ . The NGO achieving the highest rank based on combined technical/ financial score, will be invited for negotiations.

## **6. Negotiations**

- 6.1 Negotiations will be held at the address indicated in the **Data Sheet**. The aim is to confirm the availability of all the key personnel named in the Technical Proposal and reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the NGO to improve the Terms of Reference. The Client and NGO will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” which shall form part of the contract. Special attention will be paid in clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the NGO’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 NGO 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 NGO shall confirm the availability of the persons named in their proposal. Normally no substitution of personal named in the proposal shall be considered, however under compelling circumstances, such substitution may be considered provided, the new substitution CV scores better or at least equal marks than those of the original CV. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the NGO may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the NGO will initial the agreed contract. If negotiations fail, the Client will invite the NGO whose proposal received the second highest score to negotiate a contract.

## **7. Award of Contract**

- 7.1 The Contract will be awarded following contract negotiations. After successful negotiations, the Client will promptly notify other NGO intimating thereby the finalization of Contract and return the Financial Proposals of those NGOs whose proposal was found to be non-responsive to the requirement of RFP (para 5.3).
- 7.2 The NGO is expected to commence the Assignment on the date and at the location specified in the **Data Sheet**.

## **8. Confidentiality**

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

# DATA SHEET

## Information to NGOs

Reference Clause to Section-2	Details
<b>1.1</b>	The name of the Client is: <b>National Highways &amp; Infrastructure Development Corporation Ltd. (NHIDCL), New Delhi.</b> Method of selection : <b>Quality-and Cost-Based Selection (QCBS) 90:10</b>
<b>1.2</b>	Proposal invited are: <b>Technical and a Financial Proposals are requested: yes</b> <b>Assignment Name: Implementation of Resettlement Plan and description of the Assignment are provided in the TOR.</b>
<b>1.3</b>	<b>The Assignment is phased: No.</b>
<b>1.4</b>	A pre-proposal conference will be held: <b>Yes</b> The name, address and telephone/numbers of the Client's Official are: <b>Col. Rajeev Sood (Retd.)</b> <b>General Manager (Technical)</b> National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3 <sup>rd</sup> Floor , 4, Parliament Street, New Delhi-110001 Ph. 011-23461621 Email: <a href="mailto:gm5@nhidcl.com">gm5@nhidcl.com</a>
<b>1.5</b>	The Client will provide the following inputs: <b>Resettlement Plan, Technical Drawings and Letter of introduction as and when required</b>
<b>1.7.2</b>	The Client envisages the need for continuity for downstream work: <b>No</b>
<b>1.11</b>	The clauses on fraud and corruption in the contract are: <b>Yes</b> <b>Sub-Clauses 2.6.1(d) of G.C.C.</b>
<b>2.1</b>	Clarifications may be requested up to Ten days prior to the date of submission of proposals. The address for requesting clarifications is <b>Col. Rajeev Sood (Retd.)</b> <b>General Manager (Technical)</b> National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3 <sup>rd</sup> Floor , 4, Parliament Street, New Delhi-110001 Ph. 011-23461621 Email: <a href="mailto:gm5@nhidcl.com">gm5@nhidcl.com</a>
<b>3.1</b>	Proposals should be submitted in the English language.
<b>3.3</b>	(i) Short-listed NGO may associate with other short-listed NGO: No (ii) The estimated number of key professional staff months required for the assignment is given in the TOR.

	(iv) The minimum required experience of proposed key professional staff is provided in the TOR. (vi) Reports which are part of the assignment must be written in English
<b>3.4</b>	(vii) Training is a feature of this Assignment: Yes (viii) None
<b>3.7</b>	Taxes - NGOs should submit the Tax component, if any, separately.
<b>3.10</b>	Proposals must remain valid <u>120</u> days after the latest date of submission.
<b>4.3</b>	NGOs must submit an original and one additional hard-bound copy of each Technical proposal. Soft Copy of the proposal to be uploaded on CPPP portal.
<b>4.5</b>	<b>The proposal submission address is</b>  <b>Col. Rajeev Sood (Retd.)</b> National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3 <sup>rd</sup> Floor , 4, Parliament Street, New Delhi-110001 Ph. 011-23461621 Email: <a href="mailto:gm5@nhidcl.com">gm5@nhidcl.com</a>  Proposals must be submitted not later than the following date and time: <b>06.04.2017</b> at 1500hrs.
<b>5.2</b>	The number of points to be given under each of the evaluation criteria are:
	(i) Specific experience of the NGO related to the Assignment <b>20</b>
	(ii) Adequacy of the proposed work plan and methodology in responding to the TOR <b>10</b>
	(iii) Qualifications and competence of the key professional staff for the Assignment <b>70</b>
	Team Leader (30) Field Coordinator 1 (20) Field Coordinator 2 (10) Field Support Staff (10) MIS Officer (Nil)
	<b>Total Points : 100</b>

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

	Weightage(%)
(i) General qualifications	<b>30</b>
(ii) Adequacy for the project	<b>60</b>
(iii) Experience in region & language	<b>10</b>
<b>Total :</b>	<b>100</b>

**The minimum technical score required to pass is : 75 Points**

<b>5.3</b>	The address to send information to the Client is: <b>Col. Rajeev Sood (Retd.)</b> National Highway & Infrastructure Development Corporation Ltd.
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	PTI Building, 3 <sup>rd</sup> Floor , 4, Parliament Street, New Delhi-110001 Ph. 011-23461621 Email: <a href="mailto:gm5@nhidcl.com">gm5@nhidcl.com</a>
<b>5.8</b>	The formula for determining the financial scores is the following: [ $S_f = 100 \times F_m/F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price, and $F$ , the price of the proposed under consideration] The weights given to the Technical and Financial Proposals are: T = 0.90, and F = 0.10
<b>6.1</b>	The address for negotiations is: <b>National Highway &amp; Infrastructure Development Corporation Ltd.,</b> PTI Building, 3 <sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001
<b>7.2</b>	<b>The Assignment is expected to commence in March, 2017.</b>

### Evaluation Criteria for Key Personnel

#### Team Leader

Sr. No.	Qualification	Marks
<b>1. General Qualification</b>		<b>30</b>
(a)	Post Graduate degree in Social Science / Sociology/ Economics/ Social work/ Rural development	24
(b)	Bachelor's degree in Law	6
<b>2. Adequacy for the Project</b>		<b>60</b>
(a)	Minimum Professional Experience of 10 Years	8
(b)	Additional 1 mark for each additional year (up to 2 marks maximum)	2
(c)	Minimum relevant experience of 5 years in Land Acquisition, R & R activities.	20
(d)	Additional 2.5 marks for each additional year (up to 5 marks maximum)	5
(e)	Experience in Minimum 1 Project funded by external donor	20
(f)	Additional 2.5 marks for each additional project (up to 5 marks maximum)	5
<b>3. Experience in region &amp; language</b>		<b>10</b>
(a)	Experience of minimum 2 years in NER region for similar assignment	5
(b)	Additional 1 mark for additional experience	1
(c)	Experience of minimum 2 years in Manipur State for similar assignment	3
(d)	Additional 1 mark for additional experience	1

#### Field Coordinator 1

Sr. No.	Qualification	Marks
<b>1. General Qualification</b>		<b>30</b>
(a)	Bachelor's degree in any discipline	24
(b)	Post Graduate degree in social science	6
<b>2. Adequacy for the Project</b>		<b>60</b>

(a)	Minimum Professional Experience of 10 Years	8
(b)	Additional 1 mark for each additional year (up to 2 marks maximum)	2
(c)	Minimum relevant experience of 5 years in Land Acquisition, R & R activities.	20
(d)	Additional 2.5 marks for each additional year (up to 5 marks maximum)	5
(e)	Experience in Minimum 1 Project funded by external donor	20
(f)	Additional 2.5 marks for each additional project (up to 5 marks maximum)	5
<b>3. Experience in region &amp; language</b>		<b>10</b>
(a)	Experience of minimum 2 years in NER region for similar assignment	5
(b)	Additional 1 mark for additional experience	1
(c)	Experience of minimum 2 years in Manipur State for similar assignment	3
(d)	Additional 1 mark for additional experience	1

### **Field Coordinator 2**

Sr. No.	Qualification	Marks
<b>1. General Qualification</b>		<b>30</b>
(a)	Bachelor's degree in any discipline	24
(b)	Post Graduate degree in social science	6
<b>2. Adequacy for the Project</b>		<b>60</b>
(a)	Minimum Professional Experience of 10 Years	8
(b)	Additional 1 mark for each additional year (up to 2 marks maximum)	2
(c)	Minimum relevant experience of 5 years in Land Acquisition, R & R activities.	20
(d)	Additional 2.5 marks for each additional year (up to 5 marks maximum)	5
(e)	Experience in Minimum 1 Project funded by external donor	20
(f)	Additional 2.5 marks for each additional project (up to 5 marks maximum)	5
<b>3. Experience in region &amp; language</b>		<b>10</b>
(a)	Experience of minimum 2 years in NER region for similar assignment	5
(b)	Additional 1 mark for additional experience	1
(c)	Experience of minimum 2 years in West Bengal State for similar assignment	3
(d)	Additional 1 mark for additional experience	1

### **Field Support Staff**

Sr. No.	Qualification	Marks
<b>1. General Qualification</b>		<b>30</b>
(a)	Bachelor's degree in any Discipline	24
(b)	Post Graduate degree in Social science	6
<b>2. Adequacy for the Project</b>		<b>60</b>
(a)	Minimum Professional Experience of 3 Years	32
(b)	Additional 2 mark for each additional year (up to 8 marks maximum)	8
(c)	Experience in Land Acquisition Activities	20
<b>3. Experience in region &amp; language</b>		<b>10</b>
(a)	Knowledge of Manipuri language (read+ write+ speak)	5
(b)	Experience in NER region for similar assignment	5

### **SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS**

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

### 3A. Technical Proposal Submission Form

[Location, Date]

FROM: (Name of NGO)

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To: (Name and Address of Client)

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**Sir/Madam:**

Subject: Hiring of NGO Service for -----  
-----Technical Proposal.

We, the undersigned, offer to provide the NGO services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal has been uploaded on CPP portal i.e. eprocure.gov.in.

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 NGO:**

**Address:**

### 3B. NGO's References

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

Using the format below, provide information on each reference assignment for which your NGO/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)

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

NGO's Name: \_\_\_\_\_

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

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

**On the Terms of Reference:**

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

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

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

**NGO '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 professional should not be greater than 65 years on date of submission of proposal.)**

**Proposed Position:** \_\_

**Name of NGO:** \_\_\_\_\_

**Name of Staff:** \_\_\_\_\_

**Profession:** \_

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

**Years with NGO/Entity:** \_\_ **Nationality:** \_\_\_\_\_

**Membership in Professional Institution:** \_

**Detailed Tasks Assigned:** \_\_

**Key Qualifications:**

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

**Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. (Please furnish proof of educational qualification).

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

**Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

[Signature of staff member and authorized representative of the NGO]

Signature of staff member	Authorized Representative	NGO	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 NGO. Photocopies without signature of the two will not be considered for evaluation.

**3G. Time Schedule For Key Professional Personnel**

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

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:

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

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

\* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

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

**Financial proposal submission templates shall have to be downloaded from cpp portal and submitted as per the instruction.**

- 4A. Financial Proposal submission form.**
- 4B. Summary of costs.**
- 4C. Breakdown of Remuneration.**
- 4D. Office and Travel Expenses.**
- 4E. Miscellaneous Expenses.**

**4A. Financial Proposal Submission Form**

[Location, Date]

**FROM: (Name of Firm)**

**TO: (Name and Address of Client)**

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

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

**Gentlemen:**

**Subject: Hiring of NGO’s Services for -----**

----- **Financial Proposal.**

We, the undersigned, offer to provide the NGO services for the above assignment in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals).

Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is Inclusive of the all taxes which we have estimated at [Amount(s) in words and figures].

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

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

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

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

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

We remain,  
Yours sincerely,

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

#### 4B. Summary of Costs

Sl. No.	Name of Activity	Costs	Currency (INR)	Amounts	
				In Figures	In Words
1.	Different activities proposed to be carried out by the consultant (as per Item 3H Activity Schedule) A of Technical Proposal i. ii. iii. .... ....				
2.	Office and Travel Expenses				
3.	Miscellaneous				
Sub Total -I					
2.	Local Taxes and Duties @ Taxes payable in India				
3.	Consultancy service tax payable in India				
Sub Total -II ( Total Tax, 2+3))					
Total Amount of Financial Proposal					

#### 4C. Breakdown of Remuneration

Sl. No.	Names	Position	Input (Months)	Remuneration		Amount
				Currency	Rate	
<b>Key Personnel</b>						
1.		Team Leader	24			
2.		Field Co-ordinator-1	24			
3.		Field Co-ordinator-2	24			
	<b>Non-key Personnel</b>					
1.		Field Support Staff-1	24			
2.		Field Support Staff-2	24			
3.		Field Support Staff-3	24			
4.		Field Support Staff-4	24			
5.		MIS Officer	24			
	<b>Grand Total</b>		<b>192</b>			

#### 4D. Office and Travel Expenses

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price in</b>	<b>Total Amount in</b>
1	Travel expenses (Home office to Field Office)	Trip	10		
2.	Subsistence allowance	Day	20		
3.	Local transportation costs	Month	36		
4.	Office rent/ accommodation including furniture, clerical assistance etc.	Month	36		
<hr/>					
<b>Grand Total</b>					
<hr/>					

#### 4E.Miscellaneous Expenses

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Amount</b>
1.	Communication costs between Field and Office (telephone, etc.)	Month	36		
2.	Drafting, reproduction of reports	Month	36		
3.	Equipment: Computers, etc.	Month	36		
<hr/>					
	<b>Grand Total</b>				
<hr/>					

## **Appendix 7: Terms of Reference (TOR) for the NGO**

### **A. Project Background**

1. The SASEC Road Connectivity Investment Program (“SRCIP”) will improve road connectivity and efficiency of the international trade corridor, by expanding about 500km of roads in the North Bengal and Northeastern Region (NB-NER) of India. The project area under SRCIP is a key strategic thoroughfare integrating South and South East Asia, bordering Bangladesh, Bhutan, Myanmar and Nepal. It will enable efficient and safe transport within India and regionally with other South Asia Sub Regional Economic Cooperation (SASEC) member countries.<sup>1</sup> Ultimately, SRCIP will pave the way from India and other South Asian countries to Myanmar, and further afield to other member countries of the Association of South East Asian Nations (ASEAN).

2. National Highways and Infrastructure Development Corporation Limited (NHIDCL) is implementing two subprojects i.e. Imphal – Khongkhang road section from Km 330.00 to Km 395.68 (NH-39) under SRCIP and an NGO is required to implement the Resettlement Plan prepared for the project. The NGO shall be responsible for assisting NHIDCL in implementing land acquisition and resettlement activities for the mentioned subprojects.

3. The project construction would necessitate land acquisition and will also lead to displacement and loss of private land, assets, livelihood and community property resources. The displaced households include titleholders losing land and assets, and non-titleholders losing various assets. The overall implementation period for this assignment is 36 months from the commencement of contract.

### **B. Objectives of the Assignment**

4. The NGO shall be responsible for assisting NHIDCL in facilitating land acquisition and Resettlement Plan (RP) implementation in an efficient and transparent manner for the project road. The implementation shall follow The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and the ADB's Safeguard Policy Statement 2009. In the State of Manipur, the land for the subproject will be directly purchased by the State Govt. on behalf of NHIDCL according to the State Govt. Policy on Land Purchase through negotiation. Since the subproject involves hill area and indigenous people, a combined Resettlement and Indigenous Peoples Plan has been prepared and will be implemented as per the provisions made in the document.

5. The overall tasks of the NGO are to:

- (i) Coordinate the entire process from start to finish for disseminating assistance to relevant DPs;
- (ii) Coordinate with, and provide support, where needed, to Revenue officials and other relevant line agencies in expediting the land acquisition and resettlement process;
- (iii) Implement livelihood and income restoration program;

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<sup>1</sup> Comprising of Bangladesh, Bhutan, India and Nepal.

- (iv) Disseminate project information to DPs in an ongoing manner;
- (v) Assist the DPs in redressing their grievances (through the grievance redress committee set up for the project);
- (vi) Conduct awareness program for HIV/AIDs, health and hygiene, and human trafficking in affected villages;
- (vii) Collect data and submit progress reports on a monthly and quarterly basis for NHIDCL to monitor the progress of RP implementation; and
- (viii) Any other tasks as assigned by NHIDCL and/or mentioned in the RP.

**C. Scope of Work**

6. The principal responsibilities of the NGO will include, but not limited to the following:

**1. Administrative Responsibilities of the NGO**

7. The NGO will work under the direction of the General Manager (Project) / General Manager (Technical) / Executive Director, NHIDCL, or any person authorized by the Member (Administration). NGO shall assist NHIDCL in carrying out the implementation of the RP for the project road.

8. The NGO shall assist NHIDCL in conducting all public meetings, information campaigns at the commencement of the project and give full information to the affected villages. This includes translating the summarized RP into local language in a form of a Project Information Brochure for disclosure and dissemination to DPs.

9. The NGO shall submit monthly and quarterly progress report to NHIDCL. The report should cover implementation issues, grievances and summary of consultations

10. The NGO shall assist NHIDCL in convening the GRC and keep the records of GRC at PIU and State level.

11. Assist NHIDCL in the management of the database of the DPs, and at the end of the assignment, ensure proper handover of all data and information to NHIDCL.

**2. Responsibilities for Implementation of the RP**

12. The NGO shall verify the information already contained in the RP and the individual losses of the relevant DPs. They should validate the data provided in the RP and make suitable changes if required and wherever changes are made it should be supported by documentary evidence. The NGO shall establish rapport with all DPs, consult and provide information to them about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible DPs. The identity card should include a photograph of the DP, the extent of loss suffered due to the project, and the choice of the DP with regard to the mode of compensation and assistance.

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

14. The NGO shall display the list of eligible DPs in prominent public places like villages, Panchayat Offices, Block/Tehsil headquarters, and the District Headquarters.

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

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

17. The NGO shall explain to the DPs the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements.

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

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

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

21. The NGO shall assist the DPs in opening bank accounts explaining the implications, the rules and the obligations of a bank account and how s/he can access the resources s/he is entitled to. The NGO shall recommend methods of disbursement for assistance to NHIDCL for approval. The disbursement method should be transparent, efficient and meets government audit requirements.

22. The NGO shall implement the livelihood restoration program for those DPs who qualify. The NGO shall coordinate with relevant organization or mobilize its own short-term experts in carrying out the training activities.

23. The NGO shall ensure proper utilisation of the R&R budget available for the subproject. The NGO shall counsel the DPs in finding suitable economic investment options and help them in regaining the losses of land and other productive assets.

### **3. Accompanying and Representing the DPs at the Grievance Committee Meetings**

24. The NGO shall nominate a suitable person (from the staff of the NGO) to be a member of the GRCs. The NGO shall make the DPs aware of the existence of grievance redressal committees (GRCs).

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

26. The NGO shall record the grievance and bring it to the notice of the GRCs within seven days of receipt of the grievance from the DPs. It shall submit a draft resolution with respect to the particular grievance of the DP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the NGO representative in the GRC.

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

#### **4. Carry out Public Consultation**

28. In addition to counseling and providing information to DPs, the NGO will carry out periodic and ongoing consultation with DPs and other stakeholders.

#### **5. Assisting Branch Office, NHIDCL with the Project's Social Responsibilities**

29. The NGO shall assist the NHIDCL to implement HIV/AIDS awareness measures, basic health and hygiene and trafficking. The NGO shall coordinate with relevant organization or mobilize its own short-term experts in carrying out the activities.

#### **6. Monitoring and Reporting**

30. The NGO involved in the implementation of the RP will be required to supply all information, documents to the external monitor.

#### **D. Documentation and Reporting by NGO**

31. The NGO shall submit all of the following reports, brochures and outputs in a format approved by NHIDCL.

- (i) **Inception Report.** To be submitted within two weeks of mobilization which includes work plan for the whole contract period, staffing and personnel deployment plan, and a withdrawal plan at the end of the period of contract.
- (ii) **Project Information Brochure.** Summarize the RP, translate summary and produce Project Information Brochure in local language within 1 month of mobilization. For distribution to all affected households.
- (iii) **Microplans for relevant Non-titleholders.** Includes issuance of ID cards and other documents. To be completed at an agreed time with NHIDCL.
- (iv) **Monthly Progress Reports.** To be submitted to NHIDCL at the end of each month. Shall include weekly progress and work charts as against the scheduled timeframe of RP implementation.
- (v) **Quarterly Progress Reports.** To be submitted to NHIDCL at the end of each quarter. Shall include progress on implementation, livelihood restoration program, GRC, HIV/AIDS awareness program, issues and challenges, and etc.
- (vi) **Completion Report** at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, and a summary of support/assistance given to the DPs.
- (vii) All other reports/documentation as described in these terms of reference.
- (viii) Record minutes of all meetings.

**E. Staffing Schedule**

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

**1. Required Experts**

No.	Particulars	No. Positions	Estimated Person-months (total)
<b>Key Personnel</b>			
1	Team Leader	1	24
2	Field Coordinator 1	1	24
3	Field Coordinator 2	1	24
<b>Non-key Personnel</b>			
4	Field Support Staff (24*4)	4	96
5	MIS Officer	1	24
<b>Total</b>		<b>8</b>	<b>192</b>

33. All staff should be mobilized within 15 days of actual commencement.

**2. Key Indicative Tasks per Position**

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

No.	Particulars	
1	Team Leader	<ul style="list-style-type: none"> <li>• Provide overall technical and operational management of NGO team.</li> <li>• Act as main counterpart when communicating with NHIDCL and relevant government agencies.</li> <li>• Draft work plan and ensure work plan is followed.</li> <li>• Ensure deliverables and activities are completed in a timely and transparent fashion.</li> <li>• Review documentation and reports to verify accuracy.</li> </ul>

No.	Particulars	
2	Field Coordinator	<ul style="list-style-type: none"> <li>• Responsible for assigned section of alignment</li> <li>• Provide guidance to Field Staff and verify information collected.</li> <li>• Ensure deliverables and activities are completed in a timely and transparent fashion.</li> <li>• Provide support to Grievance Redressal Mechanism</li> </ul>
4	Field Support Staff	<ul style="list-style-type: none"> <li>• Responsible for assigned section of alignment.</li> <li>• Establish rapport with relevant DPs.</li> <li>• Responsible collecting field level information.</li> <li>• Undertake continued information disclosure and consultation.</li> </ul>
5	MIS Officer	<ul style="list-style-type: none"> <li>• Perform all computer/database related needs for the assignment.</li> </ul>

### 3. Qualification

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

Staff	Qualification
Team Leader	<p>Minimum: Post graduate degree in social science is Sociology, Economics, Master in Social Work, Masters in Rural Development, Bachelors of law shall be added qualification</p> <p>10 years of minimum professional experience</p> <p>5 years of minimum relevant experience in implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013</p>
Field Coordinator	<p>Minimum: Bachelor's degree in any discipline Post graduate degree in social science is preferred</p> <p>10 years of minimum professional experience</p> <p>5 years of minimum relevant experience in implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.</p>
Field	<p>Minimum: Bachelor's degree in any discipline. Post graduate degree in</p>

<b>Staff</b>	<b>Qualification</b>
Support Staff	social science is added qualification 3 years of minimum professional experience Previous experience in working rural communities required. Proficiency in local language is required. Previous experience in land acquisition activities is strongly preferred.
MIS Officer	Minimum: Bachelor's degree in computer application or related fields. 3 years of minimum professional experience Proficient in operating computer and Microsoft Word, and Excel. Ability to design and manage database. Proficient in English and local language.

#### **4. Condition of Services**

36. The NGO shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the NGO shall be to ensure that each and every eligible DP receives appropriate and due entitlement (within the Entitlement Framework) and that, at the end of the project R&R services, the eligible DPs have improved (or at least restored) their previous standard of living. Additionally the NGO shall help the NHIDCL in all other matters deemed to be required to implement the RP in its spirit and entirely including activities involving some financial implications.

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

#### **5. Data, Services and Facilities to be provided by NHIDCL**

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

#### **6. Payment Schedule:**

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

<b>Sl. No.</b>	<b>Indicative Payment Milestone</b>	<b>Payment (% of contract Value)</b>
----------------	-------------------------------------	--------------------------------------

<b>Sl. No.</b>	<b>Indicative Payment Milestone</b>	<b>Payment (% of contract Value)</b>
1	On submission of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on DPs (Identification and Verification report) and review of the same by the NHIDCL.	14%
3	On submission and approval of first 30% of the Micro Plans of DPs	8%
4	On submission and approval of second 30% of the Micro Plans of DPs	9%
5	On submission and approval of final 40% of the Micro Plans of DPs	9%
6	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program and HIV/AIDs, health and hygiene, and human trafficking in affected villages.	16%
7	On submission of the Final Completion Report	14%
8	On approval of the Final Completion Report	20%
	Total	100%

40. For livelihood restoration and HIV/AIDS awareness component, NHIDCL will provide additional funding specific for those activities. NGO will submit cost proposal to NHIDCL for approval prior to implementation of specific component. NGO will be reimbursed based on actual costs.

41. The above remuneration includes all costs related to carrying out the services, including overhead and tax. The service tax or any other tax component shall be reimbursed/ paid to NGO on production of documents. The insurance cost will be separate of the total project cost; the client shall be billed for this.

**SECTION – 6**  
**STANDARD FORMS OF CONTRACT**

**CONTRACT FOR NGO'S SERVICES**

**Between**

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT  
CORPORATION LTD. (NHIDCL)**

**and**

**[Name of NGO]**

**Place :**

**Dated :**

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## I. FORM OF CONTRACT

### Lump Sum Remuneration

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

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

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

#### WHEREAS

- (a) the Client has requested the NGO to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the NGO, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

\* All notes should be deleted in final text.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

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

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

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

Appendix D: Breakdown of Contract Price in Local Currency \_\_\_\_\_

Appendix E: Services and Facilities Provided by the Client \_\_\_\_\_

2. The mutual rights and obligations of the Client and the NGO will be as set forth in the Contract, in particular:
- (a) The NGO will carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client will make payments to the NGO in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

**FOR AND ON BEHALF OF  
[NAME OF CLIENT]**

**By  
(Authorized Representative)**

**FOR AND ON BEHALF OF  
[NAME OF NGO]**

**By  
(Authorized Representative)**

**[Note: If the NGO consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]**

**FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE NGO**

**[Name of Member]**

**By  
(Authorized Representative)**

**[Name of Member]**

**By  
(Authorized Representative)**

**etc.**

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

1.7 Taxes and Duties

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

2.3 Expiration of Contract

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

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Client

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

The NGO 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 NGO 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 NGO that such payment is overdue; or
- (b) if, as the result of Force Majeure, the NGO is unable to perform a material portion of the Services for a period of not less than 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 NGO:

- (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 NGO

#### 3.1 General

The NGO 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 NGO 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 NGO Not to Benefit from Commissions, Discounts, etc.

The remuneration of the NGO pursuant to Clause 6 shall constitute the NGO's sole remuneration in connection with this Contract or the Services, and the NGO 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 NGO 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 NGO and Affiliates Not to Be Otherwise Interested in Project

The NGO agree that, during the term of this Contract and after its termination, the NGO 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 NGO 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 NGO, 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 NGO

The NGO (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 NGO's Actions Requiring Client's Prior Approval

The NGO 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 NGO 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 NGO to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the NGO in accordance with Clause 3.6 shall become and remain the property of the Client, and the NGO 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 NGO 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. NGO'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 NGO'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 NGOs, it becomes necessary to replace any of the Key Personnel, the NGO 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 NGO 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 NGO 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 NGO 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 NGO, then the remuneration and reimbursable expenses otherwise payable to the NGO under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in Clauses 6.2, as the case may be.

5.3 Services and Facilities

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

## 6. PAYMENTS TO THE NGOS

### 6.1 Lump Sum Remuneration

The NGO'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 NGO in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### 6.2 Contract Price

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

### 6.3 Payment for Additional Services

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

### 6.4 Terms and Conditions of Payment

Payments will be made to the account of the NGO and according to the payment schedule stated in the SC. All payment shall be made after the conditions listed in the SC for such payment have been met, and the NGO has submitted an invoice to the Client specifying the amount due. 10% of each payment will be deducted from each in-voice (Bill) maximum up to 10% of the Accepted Contract Amount as a security deposit which would be returned back to the NGO 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. Retention Money

An amount equivalent to 5% of the accepted Contract amount shall be retained at the end of the Contract in the form of Performance BG for accuracy of work and **same will be released after 03 months of the successful completion of complete assignment.**

## 9. Penalty

### 9.1 Penalty for Error Variation

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

## 9.2 Penalty for Delay

In case of delay in completion of services, a penalty equal to 0.05% of the Contract price per day subject to a maximum 5% of the Contract value will be imposed and shall be recovered from payments due/ performance security. However, in case of delay due to reasons beyond the control of the NGOs, 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 : NHIDCL, \_\_\_\_\_  
NEW DELHI \_\_\_\_\_**

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

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

**NGOs : \_\_\_\_\_**

\_\_\_\_\_

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

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

**1.6 The Authorized Representatives are:**

**For the Client : \_\_\_\_\_**

**For the NGO : \_\_\_\_\_**

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

1.7 For domestic NGO/personnel who are permanent residents in India  
The NGOs personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

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

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

2.3 The period shall be 36 months from the date mentioned in 2.2 above

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

“For a period of two years after the expiration of this Contract, the NGO will not engage, and shall cause their Personnel as well as their Sub-consultant and their

Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The NGO also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.”

3.4 The risks and the coverages shall be:

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

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

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

5.1 Not applicable.

5.3 Not Applicable

6.2 The amount in local currency is

6.4 The accounts are:  
for local currency:

Payments shall be made according to the following schedule:

Payment milestones

Sl. No.	Indicative Payment Milestone	Indicative Payment (% of contract Value)
1	On submission of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on DPs (Identification and Verification report) and review of the same by the NHIDCL.	14%
3	On submission and approval of first 30% of the Micro Plans of DPs	8%

4	On submission and approval of second 30% of the Micro Plans of DPs	9%
5	On submission and approval of final 40% of the Micro Plans of DPs	9%
6	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program	16%
7	On submission of the Final Completion Report	14%
8	On approval of the Final Completion Report	20%

## 7. Dispute Settlement

- 7.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:
- 7.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Member (Technical), National Highway & Infrastructure Development Corporation Ltd., New Delhi 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, Member (Technical), National Highway & Infrastructure Development Corporation Ltd., New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
  - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the NGO shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
  - (c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.3 Rules of Procedure

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

7.4 Substitute Arbitrators

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

7.5 Qualifications of Arbitrators

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

7.6 Miscellaneous

In any arbitration proceeding hereunder:

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

#### IV. APPENDICES

##### Appendix A

##### Description of the Services

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

----- given in the TOR

## Appendix B

### Reporting Requirements

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

---- Five (05) copies of each report are to be submitted.

Detail of submission of Report and the time line shall be as per clause D32 of Section-5, TOR

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

## Appendix C

### Key Personnel and Sub-consultants

(Refer Clause 4.1 of the Contract)

List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.
- C-3 List of approved Sub-consultant [if already available]; same information with respect to their Personnel as in C-1
- C-4 Same information as C-1 for Key local Personnel.

## Appendix D

### Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price — local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

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

## Appendix E

### Services and Facilities Provided by the Client

- Nil