



**GOVERNMENT OF UTTAR PRADESH
PUBLIC WORKS DEPARTMENT**

**Construction of 2 Lane Road with all required minor/major
Bridges to connect various Border out Posts of Sashastra
Seema Bal (SSB) along India – Nepal Border in the state of
Uttar Pradesh**

**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES
FOR
PREPARATON OF RESETTLEMENT & REHABILITATION
ACTION PLAN (RAP)
AND
FACILITATION OF ITS IMPLEMENTATION**

Uttar Pradesh Public Works Department

AUG-2012

**OFFICE OF THE CHIEF ENGINEER
WORLD BANK PROJECT (ROADS)/
INDO-NEPAL BORDER PROJECT
U.P.P.W.D., NIRMAN BHAWAN
96-M.G. MARG, LUCKNOW (U.P.) 226001**

LETTER OF INVITATION

Letter No. /15 WBPR/2010

Dated : Sept. ,2012

To,

Dear Sir,

1. You are hereby invited to submit technical and financial proposals for Consultancy Services required for **PREPARATION OF RESTTLEMENT AND REHABILITATION ACTION PLAN (RAP) AND FACILITATION OF ITS IMPLEMENTATION OF RAP** Construction of 2 Lane Road with all required minor/major Bridges to connect various Border Out Posts of Sashastra Seema Bal (S.S.B.) situated along India – Nepal Border in the state of Uttar Pradesh
2. The purpose of the assignment is:

PREPARATION OF RESTTLEMENT AND REHABILITATION ACTION PLAN (RAP) AND FACILITATION OF ITS IMPLEMENTATION

3. U.P.P.W.D. has been assigned the above work, which shall be financed by Government of India (Home Ministry).
4. The following documents are enclosed to enable you to submit your proposal:
 - a) Terms of reference (TOR) (Annexure 1);
 - b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
 - c) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 3)
5. In order to obtain first-hand information on the assignment and the local conditions, you or your authorized representative may visit client's place before the proposal is submitted. Your representatives may meet the following official:

Address

Chief Engineer, World Bank Projects (Roads)/
Indo-Nepal Border Project
U.P.P.W.D., 96 , Mahatma.Gandhi. Marg,
Lucknow 226 001 , U.P. (India)
Telephone No. – (91) 0522 – 2236496
Fax No. – (91) 0522 – 2236556
Email – pdsrp2@yahoo.co.in

6. A pre-proposal conference will be held on 28th Sept., 2012 at 12:00 hours in the Office of Chief Engineer, World Bank Projects (Roads)/Indo-Nepal Border Project, U.P.P.W.D., Lucknow.

7. **The Submission of Proposals:** The proposals; shall be submitted in three parts, viz., “Technical”, “Financial” and “Earnest Money” and should follow the form given in the “Supplementary Information for Consultants.” The Earnest money will be for ₹ 50,000/- (Rupees Fifty Thousand only) in the form of a Bank Guarantee or Fixed Deposit Receipts on any Scheduled Bank payable at Lucknow in favour of Executive Engineer, World Bank Division No.1, U.P.P.W.D., Lucknow.

7.1 The “Technical”, “Financial” proposals and “Earnest Money” must be submitted in three separate sealed envelopes (with respective markings) following the formats / schedules given in the supplementary information for consultants. The **“Technical Proposal”** should include the description of the firm / organization, the firm’s general experience in the field of assignment, the qualification and competence of the personnel proposed for the assignment and the proposed work-plan, methodology and approach in response to suggested terms of reference. The **“Financial Proposal”** must also be sealed with sealing wax and initial twice across the seal and should contain the detailed price offer for the consultancy services.

The consultant will provide detailed break-down of costs and fees as follows:

- Staffing billing rates plus overheads;
- Travel and accommodation;
- Report reproduction; and

All the three sealed envelopes should again be placed in a sealed cover, which will be received in the office of the

Chief Engineer, World Bank Projects (Roads)/
Indo-Nepal Border Project
U.P.P.W.D., 96 , Mahatma.Gandhi. Marg,
Lucknow 226 001 , U.P. (India)
Telephone No. – (91) 0522 – 2236496
Fax No. – (91) 0522 – 2236556
Email – pdsrp2@yahoo.co.in

up to 12:00 PM, on 15th Oct., 2012.

7.2 **Opening of Proposal**

The first envelope containing “Earnest money” will be opened by the Chief Engineer, World Bank Projects (Roads)/Indo-Nepal Border Project, or his authorized representative, in his office at 3:00 PM, on 15th Oct., 2012.

8. **Evaluation**

8.1 A two-stage procedure will be adopted in evaluating the proposals: i) a technical evaluation, which will be carried out prior to opening any financial proposal; (ii) a financial evaluation. Firms will be selected on **least cost selection** criteria, as indicated below.

8.2 Technical Proposal

The client will carry out the technical evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- (i) the consultant's relevant experience for the assignment (25 marks) ;
- (ii) the quality of the methodology proposed (15 marks) ; and
- (iii) the qualification of key staff proposed for the assignment (60 marks).

(a)	Social Specialist	35
(b)	Community Consultation specialist	15
(c)	Surveyor	10

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated on 100 points in accordance with:

- (i) Minimum qualification – (30 points);
- (ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of position held, time spent with the firm etc.) – (60 points)
- (iii) their language and experience in the Northern region – (5 points)
- (iv) Involvement in public consultation and training ability – (5 points)

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals, scoring not less than 75 marks will only be considered for financial evaluation. The price envelopes of others will not be considered and returned un-opened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying marks for opening of the financial proposals, indicating the date and , time and venue.

8.3 Financial Proposal

8.3.1 Opening:

The financial proposal shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores and the proposed prices shall be read out and recorded.

8.3.2 Evaluation:

The Evaluation Committee will determine if the financial proposals are complete and without computational errors. The evaluation will be based on **least cost selection** process. Financial proposals of the entire technically qualified firm (scoring 75 marks or more) will be opened by the committee and the firm which quoted the lowest price will be invited for negotiations.

9. Negotiations

9.1 Prior to the expiration period of the proposal validity, if you qualify in technical evaluation, then the client will notify you in writing, by registered letter, cable, telex or facsimile and invite to negotiate the contract.

9.2 The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.

9.3 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work-plan), staffing and any suggestions you may have made to improve the TOR. Agreement must then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimize the required output from the consultants and to define clearly the inputs required from the client to ensure satisfactory implementation of the assignment.

9.4 Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates (no negotiation on the unit rates, including the man-month rates).

9.5 Having selected consultants, among other things, on the basis of an evaluation of proposed key professional staff, the client expects to negotiate a contract on the basis of these staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. The Client will not consider substitutions during contract negotiations, except in case of unexpected delays in the starting date or non-availability of key professional staff for reasons of health or leaving the firm.

9.6 The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultants will finalize the contract to conclude negotiations.

- 9.7 The contract will be awarded after successful negotiations, with the selected Consultants. If negotiations fail, the Client will invite the Consultants having quoted the second lowest price, to contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected. Performance Security of 5% of contract amount (wherein ₹ 50,000/- of Earnest money will be adjusted) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of completion of the assignment.
- 9.8 Joint ventures shall not be allowed.
10. Please note that the Client is not bound to select any of the firms submitting proposals.
11. It is estimated that about eighteen man-months of services will be required and generally you should base your financial proposal on this figure. However, you should feel free to submit an alternative proposal on the basis of man-months considered necessary by you to undertake the assignment.
12. You are requested to hold your proposal valid for 90 days from the date of submission, during which period you will maintain without change, the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to the client place, if any is not reimbursable as a direct cost of the assignment.
14. The financial proposal shall include all the contingent expenditure whatsoever e.g. expenses to be incurred in the advertisement for public hearings etc.
15. Please note that you will be paid activity wise. If the consultancy work is getting delayed abnormally or left incomplete by the consultants without reasonable grounds, the consultant is liable to pay maximum 10% of the contract price as penalty.

Yours Faithfully,

Chief Engineer,
World Bank Projects (Roads)/
Indo-Nepal Border Project
U.P.P.W.D., Lucknow 226 001 ,
U.P. (India)

Enclosures: (3 Sets of R.F.P.)

1. Terms of Reference (Annexure-1)
2. Supplementary Information to Consultants (Annexure-2)
3. Draft contract under which service will be performed (Annexure-3)

TERMS OF REFERENCE (TOR)

1.0. Introduction

In the state of Uttar Pradesh , seven districts namely Pilibhit, Kheri, Baharaich, Shravasti, Balrampur, Siddharth Nagar and Maharajganj are adjoining Indo-Nepal border. The international border outposts of Sashastra Seema Bal (Armed Border force) are situated in these districts. In order to guard the international borders effectively, Government of India (Home ministry) has taken decision for connecting these border outposts by constructing high quality 2 lane wide road corridors. The work of carrying out the design and execution of the above project has been assigned to U.P.P.W.D. The proposed length of the road and details of major and Minor bridges are as under:-

Sl No.	Name of District	Length (Km)	Minor Bridges	Major Bridges
1	Pilibhit	40.50	-	5
2	Kheri	158.38	3	2
3	Baharaich,	118.73	5	5
4	Shravasti	69.00	7	6
5	Balrampur	94.50	60	11
6	Siddharth Nagar	84.90	15	5
7	Maharajganj	104.00	-	1
Total		670.01	90	35

The tentative breakup of project length proposed to pass through open lands, reserved forests, wild life sanctuaries and national parks are provided in table 1.

The project will entail acquisition of land, structures' and other assets and /or cause displacement or loss of assts within the Right of way (ROW). Hence it will attract provisions of Resettlement and Rehabilitation policy of the UP State Therefore services of the consultants are required to Prepare Resettlement and Rehabilitation Action Plan (RAP) of the Project and facilitate its implementation.

It is envisaged in the project that the land acquisition will be carried out through the process of private negotiations.

2.0 GENERAL

2.1 This Terms of Reference (TOR) covers the relevant activities to be carried out by the consultants for preparation and implementation of Resettlement and Rehabilitation Action Plan (RAP) for the proposed Construction of 2 Lane Road with all required minor/major Bridges to connect various BOPs of S.S.B. situated along India- Nepal border.

Table -1

Sr.No.	Description	Phase-I	Land Acquisition	Forest	Wild Life Sanctuary	National Park	Sum	
1	Pilibhit	Up gradation	0.00	0.00	0.00	0.00	0.00	0.00
		New	0.00	7.00	33.50	0.00	0.00	40.50
		Total	0.00	7.00	33.50	0.00	0.00	40.50
2	Kheri	Up gradation	24.52	20.83	0.80	0.00	75.93	122.08
		New	0.00	2.10	0.00	0.00	34.20	36.30
		Total	24.52	22.93	0.80	0.00	110.13	158.38
3	Bahraich	Up gradation	0.00	9.79	0.00	0.00	0.00	9.79
		New	0.00	31.76	29.50	47.68	0.00	108.94
		Total	0.00	41.55	29.50	47.68	0.00	118.73
4	Srawasti	Up gradation	0.00	9.00	0.00	0.00	0.00	9.00
		New	0.00	17.50	2.50	40.00	0.00	60.00
		Total	0.00	26.50	2.50	40.00	0.00	69.00
5	Balrampur	Up gradation	0.	5.80	0.00	0.00	0.00	5.80
		New	00	0.70	0.00	88.00	0.00	88.70
		Total	0.00	6.50	0.00	88.00	0.00	94.50
6	Siddhartnagar	Up gradation	15.19	20.51	0.00	0.00	0.00	35.70
		New	0.00	47.50	1.70	0.00	0.00	49.20
		Total	15.19	68.01	1.70	0.00	0.00	84.90
7	Maharajganj	Up gradation	7.60	74.40	6.00	0.00	0.00	88.00
		New	0.00	13.00	0.00	3.00	0.00	16.00
		Total	7.60	87.40	6.00	3.00	0.00	104.00
GRAND TOTAL		47.31	259.89	74.00	178.68	110.13	670.01	

- 2.2 For the purpose of preparation and implementation of RAP; the consultant must be familiar with all the guidelines of Government of Uttar Pradesh pertaining to land Acquisition through private negotiations Rule 1997, Land acquisition Act 1894 etc.
- 2.3 The study area to be considered for the purpose of assessing the social impacts shall be determined by the consultant , however preparation and implementation of RAP will have following objectives:-
- (a) To present the project area and the impacts of land acquisition for the project on people ; who live on the land to be acquired ; own properties to be acquired and/or derive their income from the land enterprise operating on the land to be acquired.
 - (b) to present the entitlement policy for compensation and assistance to people affected by project.
 - (c) present an action Plan for delivery of the compensation and assistance outlined in the policy , to the persons identified as entitled to such assistance.
 - (d) Facilitate the entire process of RAP implementation including disbursement of compensation and assistance.

3.0 SCOPE OF WORK

- 3.1 The consultant will be entrusted to carrying out inter-alia the following activities
- The consultant will study the latest R &R policy, which has been endorsed by government of UP, along with modifications if required and suggest / recommend R & R policy for this particular project, which will be duly got approved by GoUP.
 - He will formulate procedures for arriving at the rates of properties (both land and other assets).
 - He will finalise the entitlement matrix for payment of compensation and assistance to Project affected Persons (PAP) in the context of the project.
 - The consultant will conduct socio-economic survey and census survey to assess the impact on the people, properties and loss of livelihood. This survey will establish a benchmark for monitoring R & R activities Document pertaining to summary of stakeholder's discussions, issues raised and how it will be assimilated in the project design would be prepared. The cutoff date of census survey will also be notified.
 - The consultant shall establish legal boundaries of the right of way and identify current usage of land in terms of owner's squatters, land encroachment, fixed and mobile structures trees and well and other community structures. The consultant will collect all the certified copies of Sajra maps and Khatauni from revenue department , mark the legal boundaries along with their present usage and proposed usage details .

- The information gathered for each PAP will be recorded and computerized along with video recording and photographs.
- Based on the entitlement matrix finalized for the project the consultant will finalise the entitlement of each PAP. This entitlement will be for land , assets and livelihood and the implementation schedule will also be notified by the consultant.
- The consultant will prepare Resettlement and Rehabilitation Action Plan (RAP), containing all the informations mentioned above along with its implementation schedule. The mechanism for implementation of RAP shall also be finalized and duly approved by the clients.
- The PAPS will be issued ID cards which will bear all the information regarding their entitlement.
- With the delivery mechanism laid down in the RAP , the consultant will facilitate the implementation of the RAP by identification of PAPs , disbursement of compensation and assistance , transfer of ownership of land and properties to GoUP . He will facilitate acquisition of land through Private negotiation Rule 1997 in the framework of R & R policy. However, in case it is not possible to acquire the land through private negotiation, then consultant will facilitate acquisition of land through the LA Act 1894 .
- The consultant will prepare a final report, describing all the above details , which will be finally approved by the clients.

The detailed scope of work (service) shall be as specified under following clauses.

3.2 Socioeconomic Baseline survey

The specific objectives of preparation of RAP by the consultant shall be as follows:

- i. This will be collected by means of socioeconomic survey, of the pre-selected roads. The survey shall gather information on the various categories of losses and other adverse impacts likely under the project. The losses shall be categorized according to types. These losses will vary based on the local context. They may include but not be limited to:
 - (a) Loss of land and other productive resources such as trees;
 - (b) Loss of structures, temporary fixed, within or outside the ROW;
 - (c) Loss of access to public services (roads, water supply, school, medical facilities, shops);
 - (d) Loss of customers and supplies;
 - (e) Loss of fishing, grazing or forest areas;
 - (f) Loss of access to common property resources; and
 - (g) Disruption of social, cultural, religious or economic ties and networks.

- ii. Further, the socioeconomic survey shall identify potentially affected populations, with special attention to vulnerable groups such as indigenous/tribal populations, scheduled castes, landless households and women headed households. It shall include but not be limit to:
 - (a) Demographic characteristics (age, sex, numbers and categories of affected people);
 - (b) Ethnic/tribal/caste composition of the population and settlement pattern by ethnic/tribal/caste groups.
 - (c) Main forms of livelihood including specification of the resource base, seasonal and permanent use of resources including land based or salaried employment for different household numbers, labor mobility, the importance of informal networks and labor exchange patterns and the potential impact of disrupting these patterns; and
 - (d) If any persons have already been displaced, information on them should be collected for two time periods at the time of displacement, and at present.
- iii. As part of socioeconomic survey, an assessment shall also be made of what the likely replacement value of the various assets lost is, based on the following considerations:
 - (a) Entitlements to affected persons shall be based on replacement value rather than registered land prices etc, which tend to be undervalued;
 - (b) This assessment is also important as a means of preventing inflated claims to compensation;
 - (c) As part of this assessment, consultations and discussions shall be held with a representative number of the different categories of affected persons, to assess their views on what constitutes fair compensation or assistance, their preferences for resettlement actions, and reactions towards the project; and
 - (d) A suitable methodology shall be developed to classify different types of assets, and the measurements taken to determine quantities of losses, i.e. different types of land, trees, crops, structures, businesses etc., and the unit of measurement such as area of land, number of trees, floor area or other measurements for houses.

3.3 Preparation of resettlement Action plan

The information collected during the Social Impact Assessment shall form the basis for preparing a resettlement and rehabilitation action plan (RAP). The RAP should contain at a minimum the following sections:

- (a) Summary findings from the Social Impact Assessment;
- (b) Entitlement framework;

- (c) Data on expected impacts and numbers and categories of affected persons;
- (d) Development of resettlement sites, if required;
- (e) Institutional arrangements;
- (f) Implementation procedures;
- (g) Consultation and participation arrangements of PAPs and other stakeholders, including grievance procedures;
- (h) Budget and costs;
- (i) Timetable of activities, with Gantt charts showing the various elements of the plan, coordination of land acquisition with road design, contracting and construction; and
- (j) Monitoring and evaluation of land acquisition and resettlement

3.4 **Implementation**

The consultant will implement the RAP in its entirety with the help of project authorities. As part of implementation process, the consultants will inter-alia carry out following activities:-

1. He will verify the micro plan which was prepared as part of RAP and identify the PAPs and Counsel the entitled persons.
2. Update the information of PAPs identified at RAP preparation stage
3. Facilitate the process of approval of micro plans (including finalization of land rates, compensation and assistance) at district level in District level committees.
4. After approval of replacement cost of the effected land/property, disburse R&R package and purchase the land in favour of GoUP.
5. Get registered the sale deeds and land transferred in the name of GoUP.
6. Represent the entitled persons in **Grievance Committee Meetings**.

3.5 **Condition of Services**

All documents created, generated or collected (photographs, videotapes, audiotapes and transcription of group discussion and in-depth interviews; etc.) during the period of contract, in carrying out the services under this assignment will be the property of the U.P.P.W.D. and shall be submitted to U.P.P.W.D. at the end of contract period. The firm without explicit permission of the U.P.P.W.D. shall disclose no information gathered or generated during and in carrying out this assignment.

Time frame for Services

The firm will be contracted for a period of 44 weeks from the date of commencement.

Deliverables

Sl.No.	Deliverables	Time Frame	No. of copies
1	Inception Report	End of 2 nd week	four hard and one soft(CD) copy
2	Submission of policy and procedures for the project.	End of 4 th week	twelve hard and two soft(CD) copy
2	Draft RAP Report	End of 20 nd week	Twenty hard and twenty soft (CD) copies for each of the seven districts.
4	Final RAP report	End of 25 th week	Twenty hard and five soft copies (CD)
5	Final report	End of 40 th week	four hard and two soft(CD)

Payment Schedule

Sl. No.	Payment Schedule	Percentage of the Contract Value
1	On award of the assignment & submission of inception report, against performance security.	5%
2	Submission of policy and procedures for the project.	5%
3	Draft RAP Report	30%
4	Final RAP report	30%
5	After implementation of RAP and submission of Final report	40%

Team for the Assignment

The consultants are free to recommend a team commensurate with the requirements of the project, subject to the following conditions,

- That the proposal should accompany a personnel deployment schedule, clearly indicating whether the deployment is home – office based or in the field

The Consultant is free to employ resources as they deem fit. Timing is an important essence for the study, which shall be closely coordinated with the works of the engineering and environmental teams, simultaneously involved in preparation of the project. Following is an indicating allocation of manpower for the study.

Position	Person month	Qualifications to be considered in Bid Evaluation
Social Specialist	10	YES

Community Consultation specialist	6	YES
Field supervisors*	30	YES

* To be filled in as per consultant understands

Qualification

Social Specialist: - He will be at least postgraduate in Social Sciences or equivalent, MSW or MBA (Rural development) from a recognised University/Institution. He should have a minimum of 10 years professional experience, of which a minimum of 4 years should have been in the similar position.

His experience should include experience in (i) leading and supervising multidisciplinary teams engaged in socioeconomic development activities;(ii) thorough knowledge of multi disciplinary action research /survey ; (iii) ability to demonstrate personal integrity and create a transparent and accountable work environment.(iv) Resettlement and Rehabilitation or Rural Development works.

Community Consultation specialist:- He will be at least graduate with a minimum of 5 years professional experience , of which a minimum of 3 years should have been in the similar position .

His experience should include (i) thorough knowledge of gender issue and their implications in development projects;(ii) research and work experience relating to gender issues and; (iii) Knowledge of the technique and their application in mobilizing community participation in development programs

Field supervisors.- The supervisors must be graduate with minimum of 3 years professional experience , of which a minimum of 2 years should have been in the similar position.

His experience should include experience in (i) land acquisition process including knowledge of revenue record (ii) preparation of land plans (iii) public consultation etc.

Data to be provided by the client

Client will provide to the Consultant the copies of Concept report, preliminary projects reports and secondary data available with them.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

(1) Proposals should include the following information:

(a) Earnest Money

The Earnest money will be for ₹ 50,000/- (Rupees Fifty Thousand only) in the form of a Bank Guarantee or Fixed Deposit Receipts on any Scheduled Bank payable at Lucknow in favor of Executive Engineer, World Bank Division No.1, UP PWD, Lucknow.

(b) Technical Proposal

- i. A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last 5 years in the format given in Form F-2.
- ii. Any comments or suggestions of the consultant on the Terms of Reference (TOR).
- iii. A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- iv. The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- v. Curriculum Vitae (C.V.) of the individual key staff members to be assigned to the work . The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- vi. The consultant's comments, if any, on the data, services and facilities to be provided by the department indicated in the Terms of Reference (TOR).

(c) Financial Proposal

The financial proposals should include the following:

- i. Schedule of Price Bid in Form No. F-6 with cost break-up.
 - ii. Work program and time schedule for key personnel in Form No. F-7.
- (d) Two copies of the technical and financial proposal should be submitted to

Chief Engineer,
World Bank Projects (Roads)/
Indo-Nepal Border Project
U.P.P.W.D., Lucknow 226 001 ,
U.P. (India)

- (e) Review of Man Months rates: The client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. Client is, therefore, concerned with the reasonableness of a firm's financial proposal and, during negotiations, expects to be able to review data backing up a consultant's man-month rates. Consultants submitting proposals for contracts should be prepared to support such data.
- (f) Contracts with Team Members: Bearing in mind that rates may not be negotiable, firms are advised against making firm financial arrangements with prospective team members.
- (g) Terms of Payment *

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

Sl.No.	Deliverables	Time Frame	No. of copies
1	Inception Report	End of 2 nd week	four hard and one soft(CD) copy
2	Submission of policy and procedures for the project.	End of 4 th week	twelve hard and two soft(CD) copy
2	Draft RAP Report	End of 20 nd week	Twenty hard and twenty soft (CD) copies for each of the seven districts.
4	Final RAP report	End of 25 th week	Twenty hard and five soft copies (CD)
5	Final report	End of 40 th week	four hard and two soft(CD)

Note: All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages.

(h) Review of Reports

A review committee (to be restricted to three members), consisting of following officers of the client i.e. Public Works Department will review all reports of consultants (inception, progress and draft final) and suggest any modifications/changes considered necessary within 7 days of receipt.

- i. Chief Engineer, World Bank(Roads) projects, UPPWD, Lucknow
- ii. Project Director, SRP-II, UPPWD, Lucknow
- iii. Any Superintending Engineer, Indo - Nepal Border road project, UPPWD, as nominated by Chief Engineer, World Bank(Roads) projects, UPPWD, Lucknow.

Form F1

From

To

Sir

Hiring of Consultancy Services for PREPARATON OF RESETTLEMENT & REHABILITATION ACTION PLAN (RAP) AND FACILITATION OF ITS IMPLEMENTATION PROCESS for Construction of 2 Lane Road with all required minor/major Bridges to connect various BOPs of Sashastra Seema Bal (S.S.B.). situated along India – Nepal Border in the state of Uttar Pradesh

I/We, Consultant/consultancy firm/organization herewith enclose the Technical and Financial Proposals for selection of my/our firm as consultant for CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT (EIA) AND FACILITATION OF ENVIRONMENTAL AND FOREST CLEARANCE PROCESS for Construction of 2 Lane Road with all required minor/major Bridges to connect various BOPs of Sashastra Seema Bal (S.S.B.). Situated along India – Nepal Border in the state of Uttar Pradesh

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”

Yours faithfully,

Signature _____

Full Name _____

Address _____

(Authorized Representative)

Form F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

I. Brief description of the firm/organization:

II. Outline of recent experience on assignments of similar nature:

Sl. No.	Name of Assignment	Name of project	Owner or Sponsoring authority	Cost of Assignment	Date of Commencement	Date of Completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof (issued by officer of rank not below the rank of superintending engineer or equivalent.)

FORM F-3

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl Item Week wise program

No.

1st 2nd 3rd 4th 5th 6th 7th 8th ----- 44th

B. Compilation and Submission of Reports (as per TOR)

The consultant is expected to provide the following outputs

Sl.No.	Deliverables	Time Frame	No. of copies
1	Inception Report	End of 2 nd week	four hard and one soft(CD) copy
2	Submission of policy and procedures for the project.	End of 4 th week	twelve hard and two soft(CD) copy
2	Draft RAP Report	End of 20 nd week	Twenty hard and twenty soft (CD) copies for each of the seven districts.
4	Final RAP report	End of 25 th week	Twenty hard and five soft copies (CD)
5	Final report	End of 40 th week	four hard and two soft(CD)

C. A short note on the line of Approach and Methodology outlining various steps for performing the study.

D. Comments and Suggestions on ‘Terms of Reference’

FORM F-5

Format of Curriculum Vitae (CV) for proposed key Professional staff

Proposed position : _____

Name of Firm : _____

Name of Staff : _____

Profession : _____

Date of Birth : _____

Years with Firm/Entity : _____ Nationality: _____

Membership in Professional Societies : _____

Detailed tasks Assigned: _____

Key Qualification:

[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 assignment and give dates and locations, Use about half a page.]

Education:

[Summarize college / university and other specialized education of staff member, giving names of schools, dates attended, and degree obtained. Use about one quarter of a page.]

Employment Record:

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

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, theses data correctly describe me , my qualifications , and my experience.]

Date: _____

[Signature of Staff Member and authorized representative of the firm] :

Day/month/year

Full name of staff member: _____

Full name of Authorized Representative: _____

FORM F-6

SCHEDULE OF PRICE BID

Items	Amount	
	In Figures	In Words

1. Consultancy services for
CONSULTANCY SERVICES FOR
PREPARATON OF RESETTLEMENT &
REHABILITATION ACTION PLAN
(RAP)AND FACILITATION OF ITS
IMPLEMENTATION PROCESS for
Construction of 2 Lane Road with all required
minor/major Bridges to connect various BOPs
of Sashastra Seema Bal (S.S.B). situated along
India – Nepal Border in the state of Uttar
Pradesh

2. Consultancy Services
Tax @-----%

Signature of Consultant
(Authorized Representative)

Cost Estimate of Services *

Remuneration of Staff

Staff	Name	Daily rate (in currency)	(Monthly)	Working days (Months)	Total Cost (in currency)
-------	------	--------------------------	-----------	-----------------------	--------------------------

- | | | | | | |
|----|-------|--|--|--|--|
| a) | _____ | | | | |
| b) | _____ | | | | |
| c) | _____ | | | | |

Sub Total (staff) _____

Out of Pocket Expenses

	Room	Subsistence Cost	Total	Days	Amount (in currency)
a)	Per-Diem ¹				_____
b)	Air Fare / Railway Fare				_____
c)	Lump sum Miscellaneous Expenses ²				_____
d)	Workshop cost for presentation of the TOR and draft EIA report to client				_____
	Sub-total (Out of Pocket Expenses)				_____

REPORTS AND DISSEMINATION MATERIALS _____

TOTAL COST ESTIMATE _____

CONSULATNCY SERVICES _____

TAX @ ----- % _____

1 Per Diem is fixed per calendar day and need not be supported by receipts

2 To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communication expenses, portorage fees, in-and-out expenses, airport taxes and such other travel related expenses as may be necessary and need not be supported by receipts.

* The information in this form is used to finalize Cost to the Contract

Consulting Services

Draft Letter of Agreement for Assignments carried out by Consultants

Subject: CONSULTANCY SERVICES FOR PREPARATION OF RESETTLEMENT & REHABILITATION ACTION PLAN (RAP) AND FACILITATION OF ITS IMPLEMENTATION PROCESS for Construction of 2 Lane Road with all required minor/major Bridges to connect various BOPs of Sashastra Seema Bal (S.S.B). situated along India – Nepal Border in the state of Uttar Pradesh

(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for *Chief Engineer , World Bank Projects (Roads)/Indo-Nepal Border Project , UPPWD* the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes *Chief Engineer , World Bank Projects (Roads)/Indo-Nepal Border Project, UPPWD* has been assigned to administer the assignment and to provide the (Name of Consultant) with all relevant information needed to carry out the assignment. The services will be required in CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT (EIA) AND FACILITATION OF ENVIRONMENTAL AND FOREST CLEARANCE PROCESS and for about eighteen months, during the period from _____ to _____.
3. The *Chief Engineer, World Bank Project (Roads)/Indo-Nepal Border Project, UPPWD* may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration. However, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultant) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the (Name of Consultant) will provide the *Chief Engineer, World Bank Project (Roads)/Indo-Nepal Border Project, UPPWD* with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relations between the parties shall be governed by the Laws of Union of India.
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____ or such other date as mutually agreed between the *Chief Engineer, World Bank Projects (Roads)/Indo-Nepal Border Project, UPPWD* and (Name of Consultant).
7. Payment for the services will not exceed a total amount of Rs _____.

The *Chief Engineer, World Bank Projects (Roads)/Indo-Nepal Border Project, UPPWD* will pay (Name of Consultant), within 15 days of receipt of invoice as follows:

Amount	Currency	
.....	On award of the assignment & submission of inception report, against performance security.

.....	Submission of policy and procedures for the project.
.....	On submission of Draft RAP report
.....	On submission of final RAP report
.....	After implementation of RAP and submission of Final report

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on the (Name of Consultant).

8. The (Name of Consultant) will be responsible for appropriate insurance coverage. In this regard, the (Name of Consultant) shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the (Name of Consultant) or its staff. The (Name of Consultant) shall provide the *Chief Engineer, World Bank Project (Roads)/Indo-Nepal Border Project, UPPWD* with certification thereof upon request.
9. The (Name of Consultant) shall indemnify and hold harmless the *Chief Engineer, World Bank Project (Roads)/Indo-Nepal Border Project, UPPWD* against any and all claims, demands, and/or judgments of any nature brought against the GoUP(Name of Borrower) arising out of the services by the (Name of Consultant) under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Consultant agrees that, during the term of this Contract and after its termination, the consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuous thereof) for any project resulting from or closely related to the Services.
11. All final plans, drawings, specifications, designs, reports, and other documents or software submitted by the (Name of Consultant) in the performance of the Services shall become and remain the property of the Client.
12. The Consultant undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
13. The Consultant will not assign this Contract or sub-contract or any portion of it.

14 The (Name of Consultant) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax at source as may be lawfully applicable.

However, Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

15 The (name of Consultant) also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the *Chief Engineer, World Bank Projects (Roads)/Indo-Nepal Border Project, UPPWD* written permission.

16 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Place: Lucknow

Date:

(Signature of authorized representative

On behalf of consultant)

Chief Engineer, World Bank Projects (Roads)/
Indo-Nepal Border Project U.P.P.W.D.,
96, Mahatma. Gandhi. Marg,
Lucknow 226 001, U.P. (India)
Telephone No. – (91) 0522 – 2236496
Fax No. – (91) 0522 – 2236556
Email – pdsrp2@yahoo.co.in