



#### **CONTRACT**

**FOR** 

INDIVIDUAL CONSULTANT SERVICES FOR SOCIAL DEVELOPEMENT ADVISOR FOR PHASE-II ROADS (JAGATPUR- CHANDBALI AND 8 OTHER ROADS) FOR ODISHA STATE ROAD PROJECT

**BETWEEN** 

#### CHIEF ENGINEER, WORLD BANK PROJECTS, ODISHA

ON BEHALF OF WORKS DEPARTMENT, GOVERNMENT OF ODISHA

**AND** 

DR. LAXMI BILASH HOTA
SOCIAL ADVISOR
JAGANNATH MATHA LANE,
BHUBANESWAR-751002,
ODISHA.

PROJECT MANAGEMENT UNIT, ODISHA STATE ROADS PROJECT

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA,
NIRMAN SOUDHA, KESHARI NAGAR, UNIT – V, BHUBANESWAR – 751 001
TEL: +91 674 239 6783, FAX: +91 674 239 0080, EMAIL: pmuosrp@gmail.com

**NOVEMBER 01, 2012** 

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#### **CONTRACT FOR**

#### INDIVIDUAL CONSULTANT SERVICES

#### **FOR**

Social Development Advisor For Phase-II Roads ( Jagatpur-Chandbali and 8 Other Roads )

for Odisha State Road Projects

This CONTRACT (hereinafter called the "Contract") is made the 1<sup>st</sup> day of the month of November, 2012 between, on the one hand, Chief Engineer, World Bank Project, Odisha, Bhubaneswar (hereinafter called the "Client") and, on the other hand, **Dr. Laxmi Bilash Hota**, (hereinafter called the "Consultant").

#### WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Client that it has the required professional skills, and has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this

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Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds;

- (d) For administrative purposes Er. Bijoy Chandra Tripathy, Executive Engineer-II, PMU Odisha State Road Projects has been assigned to administer the assignment on behalf of the client and to provide the consultant with all relevant information needed to carry out the assignment.
- (e) The services will be required in Jagatpur –Chandbali Road for phase-II and other 8 roads under the Odisha State Roads Project for about 2 years, during the period from 1<sup>st</sup> November, 2012 to 31<sup>st</sup> October, 2014.
- (f) The Chief Engineer, World Bank Projects; Odisha may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration based on exigencies of situation. However, every effort will be made to give the consultant, notice (ahead of one month) of any such changes. In the event of termination, the consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the Chief Engineer, World Bank Projects, Odisha with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
- (g) Consultant to give notice before one month to client in case of withdrawal of service.
- (h) This Contract, it's meaning and interpretation and the relations between the parties shall be governed by the law of Union of India.
- (i) The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference, as per which the consultant has agreed to carry out the assignment for the Chief Engineer, World Bank Projects, Odisha.(Annexure-1)
- (j) This Contract will become effective upon signing by both par ties terminate on 31<sup>st</sup> October 2014 or such other date as mutually agreed upon.
- (k) Payments for the services will not exceed the total amount indicated in the attached cost estimate for the assignment.
- (1) The ceiling of Contract price is ₹16.38 lakhs excluding service tax as per break up at annex-5. The consultant shall be paid on monthly basis for the assignment:

The said fee will include all incidental expenditure and taxes. The Client will perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

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World Bank Projects, Odisha

In addition, the Client, World Bank Projects, Odisha will provide the "support" to the enumerated in the attached Terms of Reference to enable him carry out the services.

- (m) The Consultant shall be responsible for appropriate insurance coverage for himself. He shall also indemnify and hold harmless, the Chief Engineer, World Bank Projects, Odisha against any and all claims, demands, and/or judgments of any nature brought against the Chief Engineer, World Bank Projects, Odisha arising out of the services under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
- (n) All materials produced or acquired under the terms of this Contract written, graphic, film, and magnetic tape or otherwise shall remain the property of the Chief Engineer, World Bank Projects, Odisha. The Chief Engineer, World Bank Projects, Odisha retains the exclusive right to publish or disseminate reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Contractor the execution of its other provisions.
- (o) The Consultant carries 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 will conduct in a manner consistent herewith.
- (p) The Consultant shall not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
- (q) During the term of this Contract and after its termination, The Consultant 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.
- (r) The Consultant knowledge and information not within the public domain which may be acquired by the Consultant during the carrying out of this Contract, 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 by the Consultant to any person whatsoever, except with the Chief Engineer, World Bank Projects, Odisha's written permission.
- (s) 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.

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The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) The consultant shall carry out the Services in the accordance with provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

The following documents attached here to shall be deemed to form an integral part of this contract:

#### LIST OF ANNEXURES

Annexure-1 Terms of Reference

Annexure-2 Curriculum Vitae of Consultant

Annexure-3 Work plan and Methodology of the consultant

Annexure-4 Financial Proposal of the consultant vide letter no. Nil dtd. 16.10.2012

Annexure-5 Break up of ceiling price

Annexure-6 Bank policy on – Corrupt and Fraudulent Practices

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

FOR THE CLIENT

Signed By

Name: Mr.. Nalini Kanta Pradhan

Title: Chief Engineer, World Bank Projects,

Odisha

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FOR THE CONSULTANT

Name: Dr. Laxmi Bilash Hota

**Title: Social Development Advisor** 

Witness:

1. Sri Bijoy Chandra Tripathy

2. Sri Subhransu Sekhar Swain

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# TERMS OF REFERENCE

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#### ORISSA STATE ROADS PROJECT

ToR for Hiring Social Development Advisor

**Position: Social Development Advisor** 

Objective: The Works Department (OWD), Government of Orissa (GoO) is implementing the Orissa State Road Project (OSRP) with World Bank. This involves widening and upgrading a few roads and rehabilitation and strengthening of a few roads as a part of the Road Corridor Improvement Component of the Project. These civil works require land acquisition and resettlement in various degrees, which is being carried out according to an R&R Policy established in line with the Orissa R&R Policy of 2006 and compliant with the World Bank social safeguard policies. Accordingly, Social Management Plans (such as Resettlement Action Plan (RAP), Tribal Development Plan, HIV/AIDS and Road Safety Awareness Plans are being prepared and implemented for the road sub-projects. The OWD has established a Project Management Unit (PMU) to implement for OSRP. The PMU has a Social Management Cell (SMC) comprising officers for coordinating land acquisition and social development issues. The PMU has also engaged NGOs for providing implementation support for carrying out the social management plans. In this context, the PMU wishes to hire a Social Development Advisor who will provide technical support for overall social safeguards management for OSRP with special focus on the Phase-II civil works.

Tenure: Two years

#### Roles and Responsibilities:

- Assist in preparing the social screening and abbreviated/detailed RAPs as necessary for the Phase-II road rehabilitation and strengthening works
- Assisting with the selection and training of social mobilization officers (SMOs)
- Monitoring social impact survey for preparing RAPs for Phase-II works
- Monitoring the implementation of RAPs, road safety and HIV action plans for Phase-II roads
- Assisting with overall quality control of RAP implementation for P-01, 02, 03, & 04 works
- Scrutiny and finalization of status reports of safeguards management for GOI and World Bank
- Undertaking periodic field visits and interacting with the affected people to monitor quality and address outstanding issues including grievance redress
- Monitoring the re-establishment and rehabilitation of relocated households, shops, and CPRs
- Assisting the SMC in monitoring the activities of the SMOs and NGOs

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Consultant 1/11/12

e no.-7 Chief Engineer,
World Bank Projects. Odisha

- Assisting SMC with any other social safeguards related tasks to meet GOI and WB requirements
- Meeting and interacting with the visiting World bank missions regarding progress in safeguards
- Other duties regarding SMP to be assigned by Chief Engineer (World Bank Projects).

#### Qualifications and Skills

- 1. The Consultant should be a senior resettlement specialist with 10 years' experience in planning and implementing RAPs and in addressing broader social development issues
- 2. He/she should have experience in monitoring resettlement activities in infrastructure / other development projects and demonstrable knowledge of resettlement policy and implementation aspects.
- 3. He/she should have a higher degree in sociology, anthropology, political science, development studies, or other relevant social sciences. Women candidates are encouraged to apply.

#### Assistance to be provided by the client

i) Independent Working space with furniture and fixtures, ii) Computer with UPS, Internet facility, iii) Secretarial Assistance/Computer hand for data entry and other assistance and printer information and iv) Working space in field office/division office(where and when necessary) necessary shall be provided by PMU for delivery of the above tasks.

#### **Reporting Arrangements**

The Social Development Advisor shall report to the Project Director of OSRP (Chief Engineer, World Bank Projects) for overall quality control and progress and work closely with the Social Management Cell at the PMU. The Social Development Adviser shall submit a monthly progress report by the 5<sup>th</sup> of every month and submit one case study and evaluation report for every six months period.

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#### Annexure-2

Curriculum Vitae
Of
Consultant Facilitator

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#### Dr. Laxmi Bilash Hota

lbhota@yahoo.com

lbhota@gmail.com

Male/52/Married

4 years in teaching and 25 years in administration and research

M-09337052947



#### Career Objective

Suitable position in teaching, research, or administration in academics/ development organization

#### **Education**

Exam	Year	Board/University	Division Obtained
<b>B. A.</b> (Hons. in Anthropology)	1980	Utkal University	1st
M. A. (Anthropology)	1982	Utkal University	B+
LL. B.	1983	Utkal University	2nd
Ph.D.	2009	Dept. of Humanities and Social Sciences, IIT Kharagpur	Thesis entitled 'Involuntary Resettlement in Dam Projects of Orissa: Risk and Reconstruction of Livelihood'

#### Courses Completed at IIT Kharagpur

Housing and Community planning

Development of Human Resources

Research Methodology and Data Analysis

Individual and Group Behaviour in Organisation

#### **Publications**

**Hota, L. B.** and Suar, D (2011). Displacement and resettlement in Tribal and Non-tribal Dominated Dam Projects of Orissa: Who Reconstructs Livelihood and How? *Psychology and Developing Societies*, 23(1) 85–120

Das, N., Suar, D., and **Hota, L. B**. (2010). Social indicators affecting post-tsunami trauma of survivors. *Journal of Health Management 12 (4), 483-500*.

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- **Hota, L. B.** and Suar, D (2008). Involuntary Resettlement in Tribal and Non-tribal Dominated Dam Projects of Orissa: Risk and Reconstruction. *The Eastern Anthropologist*, 61 (3), 347-385.
- Suar, D., Das, N., **Hota, L. B.**, and Prasad, H.C.S. (2008). Do age and gender influence psychological distress? Evidence from two disasters. *Psychological Studies*, 53 (2&3), 226-232.
- Suar, D., Sinha, H., and **Hota, L. B**. (2007). Natural resources, sustainable development and disadvantage people. In N. C. Nayak, K. Goswami, and B. Chatterjee (Eds.), *Economic reforms, human welfare and sustainable development in India* (pp. 197-206). New Delhi: New Century Publication.
- Suar, D., **Hota, L. B.**, and Sinha, H. (2005). Non-governmental organisations in rural development. In M. C. Behera (Ed.), *Globalising rural development: Competing paradigms and emerging realities* (pp. 160-182). New Delhi/Thousand Oaks/London: Sage.
- **Hota, L. B.** and Suar, D (2009). Post-displacement Risk and Reconstruction of Livelihood among Tribal Communities in Dam Projects. M. C. Behera (Ed.), *Encountering Globalisation: Tribal Communities in India and development issues* (under publication).

#### Work Experience:

- In Teaching: Continuing as Assistant Professor in the Department of M.B.A, Konark Institute of Science and Technology, Jatni, Bhubaneswar. Area of interest is Organizational Behaviour, Research Methodology, and Human Resource Management.
- In NGOs: wide work experience in the field of applied and action research in the area of community development since 1983 working with different national and international development organization. The details are stated below:
- Since 2009: Worked as R&R consultant for Centre for Action Research and Training (CART). Chandrasekharpur, BBSR-16, Orissa and worked on planning and implementing RAPs.

Worked as the Team Leader of the Nodal NGO-CART (2010 to 2011) Odisha State Road Project (World Bank Supported) for the year-one. During this period undertook all the activities of R&R especially planning and implementing RAPs in all three corridors of the year-one. Supporting NGOs working in the field of livelihood development and other social issues.

- From 2001 to 2009: Worked as Freelancing Consultant/Research Assistant and completed the following studies:
- Concept paper on disaster management (Dept of HSS, IIT Kharagpur)
- Study on food insecurity and migration in KBK districts of Orissa (DAAD Consultancy, Bhubaneswar)
- Study on acceptability and functionality of ORIMIX food in Orissa (DAAD Consultancy, Bhubaneswar)
- Socio-economic rehabilitation of Haravangi irrigation project (canal) affected people, Gajapati and Ganjam districts, Orissa (PEACE, Mohana)
- Implementation of Orissa Tribal Livelihood and Empowerment Project in Gajapati district, Orissa (PEACE, Mohana)
- From 1997 to 2001: Worked as Programme Coordinator in Centre for Action Research and Training (CART). Chandrasekharpur, BBSR-16, Orissa and furnished the following assignments:
- Establishment and management of community based hand-pump maintenance system in Kondhmal district of Orissa (UNICEF supported)
- Facilitation and implementation of Rehabilitation Action Plan, Coal Sector Rehabilitation Project, Ib Valley Area, MCL. (World Bank supported)

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- Conducted different rural entrepreneurship development programmes (REDP)
- Promoted and organized SHGs and their capacity building programmes.

Loyani Gilah Hla Consultant TII/12

- Coordinated different community development programmes and activities for human and social capital development
- Development of wasteland through plantation using fly-ash and urban sludge in Dhenkanal District of Orissa (IIT, KGP supported)
- Evaluation study on different rural development projects (GOI) in Sambalpur district of Orissa

From 1994 to 1997: Worked as an independent researcher and completed the following evaluative research projects for different organizations:

- Study on Housing Program Evaluation & their role in urban solid waste disposal system & Environment Management (CYSD/PLAN Project, Bhubaneswar)
- Study on Assessment of new Program Area in Karanjia Subdivision of Mayurbhanja District, Orissa. (CYSD/PLAN Project, Bhubaneswar)
- Evaluation of Working Women's Hostel in Orissa. (TISS. DEONAR Bombay –88)
- Evaluation and Impact Assessment of Integrated Urban Dev. Project of CYSD/PLAN Project (PRASNA, Hyderabad-28).
- Study on Profile of Women of Gujarat (PRASNA, Hyderabad 500028)
- Review of NORAD Aided Program (Women Development) in Orissa (PRASNA, Hyderabad-28)

**From 1985 to 1993**: Worked as Socio-economist in DANIDA Assisted Orissa Drinking Water Supply Project, Bhubaneswar and accomplished the assignments as follows:

- Planning, implementation, monitoring, and evaluation of socio-economic activities of the project.
- Organizing workshops and imparting training on Health Education and Sanitation for different level government and non-government community workers, school children, and community volunteers.
- Facilitating community based hand-pump maintenance system
- Promoting and facilitating water users committees in rural Orissa
- Confined to Rural Community development activities.
- Collection, Processing & analysis of secondary and primary data in respect to project.
- Identifying problems and providing appropriate software inputs to project implementing unit.
- Organizing motivational support activities
- Monitoring & Evaluation of project activities form the Socio-economic point of view
- Organizing action oriented programmes involving community.

From 1984 to 1985: Worked as Junior Research Fellow, Department of Psychology, Utkal University, Bhubaneswar (ICSSR Supported) and undertook the following study:

• Study on "Cognitive Development of Unilingual and Bilingual tribal children of Kondhmal District, Orissa".

**Training Seminars and Workshops**: During the total journey, I have attended and participated in different short-term courses, skill training programme, and seminars for professional growth organized by premier institutes of India and leading non-governmental organizations. And also conducted and organized work related training and orientation programmes.

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Training/ Courses	Organised by	Year
Competency Mapping and Feedback for Personal Effectiveness and Business development	Department of HSS, IIT Kgp.	2009
Research Methodology and Data Analysis	Department of HSS, IIT Kgp.	2009
HR management: Tools and Techniques	Department of HSS, IIT Kgp.	2009
Short term course on Strategic Management: Theory and Practice	Department of HSS, IIT Kgp.	2008
Short term course on Managing Stress at Work'	Department of HSS, IIT Kgp.	2008
Short term course on Emotional Intelligence: Optimizing Human Performance at the Work Place	Department of HSS, IIT Kgp.	2008
Short term course on Research Methodology and Application of Computer in Social Sciences	Department of HSS, IIT Kgp.	2002
Course of Trainer's Training for NGO Personnel on Rural Entrepreneurship Development Program	EDII, Ahmedabad(Eastern Region)	1999
Short-term course on Tourism: A Remedy for Social Evaluation.	Indian Institute of Tourism and Travel Management. Bhubaneswar	1997
Training of Logical frame work Approach	XIM Bhubaneswar	1993
Training. on Management Development Program (3 modules)	DANIDA. Bhubaneswar	1988
Convention on "Socio-Economic Change in African and Asian Countries"	ISTD Delhi	1988
Computer training on Dbase-III	ORICOM. Bhubaneswar	1987
Workshop and Seminars	Organised by	Year
National seminar on 'Encountering Globalisation: Triba Communities in India and Development Issues' Presente paper on "Post-displacement Risk and Reconstruction of Livelihood among Tribal Communities in Dan Presidente"	ed Studies, Rajiv Gandhi University, of Itanagar (Arunachal Pradesh)	2009
Projects".  National conference on 'Forecasting Financial Markets i India' (FFMI 08)	in VGSOM, IIT Kharagpur	2008
Third National Meet of RED Trainer- Motivators an Managers of Micro-Credit Projects in NGOs	d EDII, Ahmedabad	2000
Workshop on "Result Based Management"	ICCO/CIDA, Ranchi	2000
Workshop on Displacement and Environmental Problem in Mines Areas of Orissa		1999
Eastern Region Workshop on "Rural Entrepreneurshin Development Strategy"	ip EDI/SIDBI, Kolkata	1998
Refresher Program on "Micro-credit Development System"	" EDI/SIDBI, Lucknow	1998
Workshop on "Social Capital Development"	ORG/World Bank. Jharsuguda	1998
Workshop of "Status of Child Right & Universalisation of Primary Education"	of SAPNA/CPSW Bhubaneswar	1997
Policy Workshop on "Coal Sector Rehabilitation Program"	' CIL/World Bank. Kolkata	1997
Eastern Region Workshop on "Building up National Capabilities to Cope with National Disaster"	al JAC (Delhi)	1995
Workshop on Cerebral Palsy	Open Learning System. Bhubaneswar	1994
VIII Annual Conference of National Environmental Science Academy on "Environmental Management of Preventable Human Problems"	,	1990

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#### **Study Tour and Exposures:**

- Participated in different study teams and interacted with NGOs of Rajstan, Kerala, Bihar, and West Bengal, on different rural development programmes.
- Visited Srilanka with DANIDA team to study on "Rural Sanitation and Water Supply Project of Srilanka, assisted by DANIDA and FINIDA" in 1993.

Language Known: Oriya, English, and Hindi

Other Proficiency: Computer (MS Office, SPSS), President's Scout, Stage Acting, and N.C.C

Personal

Date of Birth:

07-06-1960

Sex

Male

Father's Name:

Late Narasingha Hota

Permanent/Present Address:

Jagannath Matha Lane, Bhubaneswar-751 002, Odisha.

PAN Card No.:

ABGPH2764M

The above information is true to the best of my knowledge and believes.

(Dr. L. B. Hota)

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Chief Engineer, World Bank Proiects. Odisha

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# WORK PLAN AND METHODOLOGY

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#### WORKPLAN

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		MONTHS/PERIOD																							
SL	ACTIVITIES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	SELF																								
	ORIENTATION/INTRODUCTION TO																								
	THE SYSTEM			_		_	_		_												_	_			-
	SELECTION OF SMO			_	_	_	_								_		$\dashv$							_	<u> </u>
	TRAINING TO SMO				•		_																		_
	REFRESHER TRAINING*						_																		
5	MONITORING SOCIAL IMPACT SURVEY OF PHASE-II					_																			
1	COMPUTATION AND DATA ANALYSIS						- [																		
7	PREPARING RAP FOR PHASE-II			-		4	4																		
8	MONITORING IMPLEMENTATION OF RAP**									_	_	_	_	_	_	_	_	_		_	_	_	_	_	L
1	RAP QALITY CONTROL FOR P-01, 02, 03, 04		_	_	_	_	-	_	_	L	. –	_	_	_	_	_	_	_	_	_	_	_	_	_	_
10	FINALIZATION OF STAUS REPORT*** (ON MONTHLY BASIS)			-		_	_	_	_	_		_	_	_	_	_	_	_	_		_	_	_	_	F
11	MONITORING POST- DISPLACEMENT SITUATION****							+									_								
	MONITORING SMO AND NGO ACTIVITIES			_	_	3	_	_	_		_	_		_		_	_	_	_	_	_	_	-	_	-
13	INTERACTION WITH WB					7																		$\neg$	

<sup>\*</sup> REFRESHER TRAINING MAY BE ARRANGED ACCORDING TO THE NEED OF ACTIVITIES

N.B. THIS WORKPLAN IS SUBJECT TO MODIFICATION CNSIDERING THE REQUIREMENT (S) OF PROJECT DIRECTOR/PMU

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Loreni Bilosh Itha Consultant 1/11/12

<sup>\*\*</sup> DEPENDS ON STARTING OF EXECUTION OF PHYSICAL WORK

<sup>\*\*\*</sup> DEPENDS ON ACTIVITIES

<sup>\*\*\*\*</sup>IT ASSUMED THAT THE RELOCATION WILL BE STARTED FROM 9TH MONTH ONWARDS

#### **METHODOLOGY**

The methodology is the process to achieve the objective or goal. Hence, the process(s) for each activity (pre-assumed as suggested in ToR) is detailed below. These methods are inclusive of situations that comprising of field work and work at Head Office. The methodology of different activities is also based on both primary and secondary information. These methods may be modified considering the situation and also when there is modification in activities.

Sl.	ACTIVITIES		METHODS/PROCESS
1	SELF ORIENTATION/ INTRODUCTION TO THE SYSTEM	a. b.	Making of interactions with role players.  Analysis and interpretation of documents related
2	SELECTION OF SMO	a.	to project.  Preparation of job specification for SMO.
		b. с.	Analyzing need assessment.  Recruitment and selection of candidates.
3	TRAINING TO SMO	a.	Making training need assessment in context with project objective and timeline.
		b.	Preparing training process of finalizing venue, period, participants, resource persons and etc.
		c.	Conducting training and refresher training.
4	MONITORING SOCIAL IMPACT	a.	Finalization of area to be surveyed.
	SURVEY OF PHASE-II	b.	Finalization of social impact survey questionnaire/interview schedule.
		c.	Identification/selection of surveyors.
		d.	Work orientation to survey people.
		e.	Field testing.
		f.	Feedback and modification (if any) of schedule,
			time and people.
		g.	Implementation of survey and field
			supervision/cross check.
		h.	Taking photograph of potential PAPs with
			structure.
		1.	Data sheet preparation and computation.
		j.	Data analysis.
5	PREPARING RAP FOR PHASE-II	k.	Data interpretation and reporting.
3	PREPARING KAP FOR PHASE-II	a. h	Analysis of social impact survey.  Analysis of R&R policy (GOO) especially on
		b.	linear projects.
		c.	Comparative study of other R&R policy (other state/NHAI/ADB if any).
		d.	Analysis of World Bank operational
			directives/guidelines.
		e.	Preparation of RAP.
6	MONITORING IMPLEMENTATION	a.	Periodical interaction with implementers of
	OF RAP		programs.
		b.	Periodical coordination meeting between
			different stakeholders of the project
			implementation.
		c.	Analyzing the gap between expected outcome and actual achievement.
		d.	Making alternatives to fulfill the gap.
		e.	Facilitating grievance management procedure.
		f.	Strengthen interface/establish proper coordination
			between project staff and line departments.
		g.	Facilitating and making proper documentation of
			public meetings.

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8	RAP QUALITY CONTROL FOR P- 01, 02, 03, 04  SCRUTINY AND FINALIZATION OF STAUS REPORT	b. c. d. d. f. a. d. a. d.	Analyze all achievement reports for concerned project.  Analyze backlogs of deliverables. Interaction with role players regarding problems and to assist in selecting the alternative activities to complete the backlogs. Periodical close monitoring of activities. Strengthening the documentation of outcomes for each activity. Analyze the feedback on investment of compensation amount by concerned PAPs. Comparative analysis of achievement report for different activities in respect to target of each deliverable.
9	MONITORING POST- DISPLACEMENT SITUATION	•	Comparative analysis of pre- and-post displacement status of each PAPs. Analysis of case studies of success and failure.
10	MONITORING SMO AND NGO ACTIVITIES	b. 1	Periodical interaction with SMOs and NGO personnel. Interaction with potential PAPs about the support received by SMO and NGO staff. Analysis of gap against expected outcome.

#### **Annexure-4**

### FINANCIAL PROPOSAL

Lephi Islah Min Consultant

#### FINANCIAL PROPOSAL

- 1. COMPENSATION: RS. 60000.00 (Sixty Thousand) only + Service Tax (This may be paid either in consultant mode or on salary mode with break-up)
- 2. Working days: As per government norm
- 3. Leave: Casual Leave (15days) and compensatory leave for working against govt. holidays.

#### REIEMBURSABLE:

- Field Allowance: Rs.1000/day for outstation night halt and Rs 250 for more than six hours field visit without night halt.
- 2. Lodging: Actual as per the bill for night halt or paying guest charge in case of non-availability of accommodation.
- 3. Travel: Expenditure towards hiring of independent vehicle (taxi).
- 4. Communication: All expenditures regarding making communication to project staff i.e. postal, telephone (land phone and mobile), Xerox charges, computer stationeries, office stationeries, and etc.

#### FACILITIES:

- 1. Independent working space with furniture and fixtures.
- 2. Computer with UPS, Internet facility and printer.
- 3. Secretarial assistance/ Computer hand for data entry and other assistance.
- 4. Working space in field office/division office (where and when necessary).

The concerned NGO and other field staff may also need to be communicated for extend all kind of support during field work.

Jami Molar Wat 16/10/12

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### **CEILING OF FINANCIAL PROPOSAL**

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#### **CEILING OF FINANCIAL PROPOSAL**

A	Remuneration (Per month)		
	Compensation for Consultation (in consultant mode or on salary mode	=	₹ 60,000/-
	with break up)		
	(Working Days: As per Government norms and		
	Leave: Casual leave (15 days) and compensatory leave for working against government holidays)		
	Remuneration per month		
В	Reimbursable: (Per month)		
1	Field Allowance		
	Night halts: Average 3 no.s per month @ ₹1000	=	₹ 3,000/-
	.> 6 hours < Night halts: Average 7 no.s per month @ ₹250	=	₹ 1,750/-
2	Lodging : Average 3 no.s per month @ ₹1000	=	₹ 3,000/-
3	Travel: PMU will provide Taxi		
4	Communication: Telephone (Mobile) @ ₹ 500/-	=	₹ 500/-
	Other Official Stationary, photocopy and postal facilities will be provided by PMU		
C	Facilities (To be provided by PMU)		
i	Independent Working space with furniture and fixtures		
ii	Computer with UPS, Internet facility and printer		
iii	Secretarial Assistance/Computer hand for data entry and other assistance		
iv.	Working space in field office/division office(where and when necessary)		
	Total Reimbursable per month	=	₹ 8,250/-
	Total fees per month A+B	=	₹ 68,250/-
	For 24 months, Remuneration + Reimbursable (Ceiling)	=	₹ 16,38,000/-

Note:- Service tax shall be paid extra as per prevailing rate of Government.

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## BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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#### Bank Policy – Corrupt and Fraudulent Practices

#### **Bank Policy - Corrupt and Fraudulent Practices**

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

#### "Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its subconsultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
  - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
  - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
  - (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
  - (v) "obstructive practice" is

exam Wilsh Hold Consultant 1/1/12 is sub-paragraph, "party" refers to a participant in the selection process or contract exec

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<sup>&</sup>lt;sup>1</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>&</sup>lt;sup>2</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>&</sup>lt;sup>3</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated6 sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

Losani Bolosh Hair Consultant TIIII2

<sup>5</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>6</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.