AGREEMENT No.13 of 2009-10

GOVERNMENT OF ORISSA

Works Department

CONTRACT FOR CONSULTANT'S SERVICES OF

***Hiring of Package Level (Implementing) NGO for* Implementation of Social Safeguard Instruments for the World Bank Assisted Year-1 Orissa State Roads Project**

(Chandbali-Bhadrak-Anandpur Road)

Between

Chief Engineer, World Bank Projects, Orissa
On behalf of
Orissa Works Department, Government of Orissa

And

Voluntary Association For Rural Reconstruction And Social Advancement (VARRSA)
At-Kotpur, P.O-Paripada-Nizampur,
Via-Mangalpur, Dist.-Jajpur (Orissa)

Project Implementation Unit, Orissa State Roads Project
Office of the Engineer-in-Chief (Civil),Orissa
Nirman Soudha, Keshari Nagar, Unit-V, Bhubaneswar-751001
Date 3rd March,2010

Pratibha Kumar

Consultant
SECRETARY
VARRSA
New Rausapatna,Buxibazar,Cuttack-753001

03/3/10

Chief Engineer
World Bank Projects, Orissa

Chief Engineer
World Bank Projects
O/o the E.I.C. (Civil), Orissa
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CONTRACT FOR

Consultants' Services

Lump Sum

Prativa Kumar

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CONTENTS OF CONTRACT

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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उड़ीसा ORISSA C 902458

I.CONTRACT FOR CONSULTANT'S SERVICES
OF
***Implementing NGO for* Implementation of Social Safeguard Instruments for the World Bank Assisted Year-1 Orissa State Roads Project**
(Chandbali-Bhadrak-Anandpur Road)

This CONTRACT (hereinafter called the "Contract") is made the 3rd day of the month of March,2010, between, on the one hand, **Chief Engineer, World Bank Project, Orissa, Bhubaneswar** (hereinafter called the "Client") and, on the other hand, **Voluntary Association For Rural Reconstruction And Social Advancement (VARRSA)** (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 personnel and technical resources, 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 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;

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IP
2091

3-3-10 100/-

Chief Engineer
World Bank
Project

3-3-10

NIRANJAN NANDI
STAMP VENDER
BHUBANESWAR COURT
Regd. No.-37/02

Purchased Through R. K. Swara

DISTRICT TREASURY
KHURDA, BHUBANESWAR
2 MAR 2010
TREASURY OFFICER

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;

   (b) The Special Conditions of Contract;

   c) The following Appendices:

Appendix A: Description of Services	____ (*Used*)
Appendix B: Reporting Requirements	____ (*Used*)
Appendix C: Key Personnel and Sub-Consultants	____ (*Used*)
Appendix D: Breakdown of Contract Price in Foreign Currency	____ (*Not used*)
Appendix E: Breakdown of Contract Price in Local Currency	____ (*Used*)
Appendix F: Services and Facilities Provided by the Client	____ (*Used*)
Appendix G: Form of Advance Payment Guarantee	____ (*Not used*)
Appendix H: Minutes of Contract negotiation meeting	
Appendix I: Affidavit of Consultant to the effect of correctness of documents	
Appendix J: Government approval Letter	
Appendix K: Letter of Award of Contract	

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

   (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultants 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 above written.

For and on behalf of the World Bank Projects

3/3/10

Er.Nalinikanta Pradhan
Chief Engineer, World Bank Project,Orissa, Bhabaneswar
[Authorized Representative]

Executive Engineer
World Bank Project
O/o the E.I.C. (Civil), Orissa
Bhubaneswar

For and on behalf of *[Consultant]*

Prativa Kuanara

SECRETARY
VARRSA
Nuapada, Near Buxibazar Cuttack-753001

Ms. Prativa Kuanara
Secretary, Voluntary Association For Rural Reconstruction And Social Advancement (VARRSA)
At-Kotpur, P.O-Paripada-Nizampur,
Via-Mangalpur, Dist.-Jajpur (Orissa)

Witness:

1. 3.3.10
(Pravat Kumar Nanda)
Asst. Commissioner
Land Acquisition, World Bank Projects
P.I.Unit, Nirman Soudh
Government of Orissa, Bhubaneswar

2. Beepally.
3/3/10
Executive Engineer
P. M. Unit, O.S.R.P.
O/o the E.I.C. (Civil), Orissa
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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 the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

(b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.

(c) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.

(d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) "Foreign Currency" means any currency other than the currency of the Client's country.

(h) "GC" means these General Conditions of Contract.

(i) "Government" means the Government of the Client's country.

(j) "Local Currency" means the currency of the Client's country.

(k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

(l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

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(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing 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

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

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A hereto 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 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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

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1.8 Taxes and Duties

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

1.9 Fraud and Corruption

1.9.1 Definitions

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

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

(i) ""corrupt practice[1]" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice[2]" 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;

(iii) "collusive practices[3]" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practices[4]"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;

(v) "obstructive practice"

(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 provided for under Clause 3.8

[1] "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.

[2] A "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.

[3] "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

[4] "Party" refers to a participant in the selection process or contract execution.

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below

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be Taken

(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive or obstructive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive or obstructive practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions and Fees

(d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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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. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes 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.

2.5.2No 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 insofar 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.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

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2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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2.6.2 By the Consultant The Consultants 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) through (c) of this Clause GC 2.6.2:

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

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

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

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

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall 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-Consultants or third Parties.

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3.2	**Conflict of Interests**	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.	**Consultants Not to Benefit from Commis-sions, Dis-counts, etc.**	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2	**Consultant and Affiliates Not to be Otherwise Interested in Project**	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3	**Prohibition of Conflicting Activities**	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3	**Confidentiality**	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4	**Insurance to be Taken Out by the Consultant**	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', 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.

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3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall 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, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement

(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 Consultant, such as retirement, death,

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of Personnel

medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall 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 have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall 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 shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

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 incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. Payments to the Consultant

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry 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

(a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in local currency 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 and E.

Pratiba Kumar.

SECRETARY
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& the E.I.C. (Civil), O
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6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. Settlement Of Disputes

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

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.

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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	India
1.3	The language is : English
1.4	The addresses are: Client: **Chief Engineer, World Bank Projects, Orissa** Attention: Er. Nalinikanta Pradhan Facsimile: + 91 – 674 – 239 1476 E-mail: pmuosrp@gmail.com Consultant: **Voluntary Association For Rural Reconstruction And Social Advancement (VARRSA)** At-Kotpur, P.O-Paripada-Nizampur, Via-Mangalpur, Dist.-Jajpur (Orissa) Attention: Ms.Prativa Kuanara, Secretary Facsimile: Nil E-mail: varrsa._orissa@rediffmail.com

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{1.6}	Ms.Prativa Kuanara, Secretary Voluntary Association For Rural Reconstruction And Social Advancement (VARRSA) At-Kotpur, P.O-Paripada-Nizampur, Via-Mangalpur, Dist.-Jajpur (Orissa)
1.7	The Authorized Representatives are: For the Client: **Mr.Nalinikanta Pradhan,Chief Engineer, World Bank Projects, Orissa** For the Consultant: **Ms.Prativa Kuanara, Secretary** Voluntary Association For Rural Reconstruction And Social Advancement (VARRSA)
1.8 1.8.1 1.8.2	Deleted
1.8.3	Deleted
{2.1}	Effective date is the date of signing the Contract
2.2	The date for the commencement of Services is *[7 days: Seven days]*
2.3	The time period shall be ***[(36) thirty six months]***
3.4	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of ***[Rs.20,00,000 (Rupees Twenty Lakhs)*** (After each occurrence the Consultant shall repay premium necessary to make

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	insurance valid for this amount always)]; (c) professional liability insurance, with a minimum coverage of *[Three times the Contract Price]*; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, 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; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. *Note: Delete what is not applicable*
{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
{5.1}	"Not Applicable."
6.2(a)	The amount in foreign currency or currencies is. Nil
6.2(b)	The amount in local currency is **Rs.41,37,575/- + Service Tax(as Applicable)**

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6.4(a) The accounts are:

for foreign currency or currencies: Not Applicable

for local currency: **/ Current A/C No.11308935515 at State Bank of India, Jajpur/**

The Consultant will be paid fee as a percentage of the contract value as per the schedule given below basing on satisfactory completion and approval of the deliverable items by the client as stipulated in Terms of Reference.

Sl. No.	On Completion of Tasks as per ToR	(% of contract price due)
1	On submission of the inception Report complete in all respects as per Sl.No.1 of Reporting Requirement of Appendix-B and its acceptance by CE(WB), establishing and functioning the site office and on successful completion of the identification, verification and initial consultation sessions and submission of updated data of Title Holders and Non-Titleholders for stretches in the First mile stone of this package including distribution of I-Cards to eligible PAPs and verification of actual Compensation/Assistance to be received and review of the same by the Social Manager /Social Development Specialist	10%
2	On successful completion of the identification, verification and initial consultation sessions and submission of updated data of Title Holders and Non-Titleholders for the remaining stretches of this package including distribution of I-Cards to eligible PAPs and verification of actual Compensation/Assistance to be received and review of the same by the Social Manager /Social Development Specialist	15%
3	On verification of actual Compensation/Assistance received in their Bank A/Cs and utilized by eligible PAPs and on Completion of Physical Relocation and Rehabilitation of PAPs as per the approved Relocation Plan for stretches in the First Mile stone of this package as per para 4 of ToR.	5%
4	On verification of actual Compensation/Assistance received in their Bank A/Cs and utilized by eligible PAPs and on Completion of Physical Relocation and Rehabilitation of PAPs as per the approved Relocation Plan for the remaining stretches of this package as per para 4 of ToR.	5%
5	On completion of 1st year Interdepartmental and inter functionaries coordination training/workshop on HIV/AIDS and Roads Safety to Civil society, PRI and media members as per para 4 of ToR(Scope of services),Appendix-A and submission of Report	7.5%
6	On successful implementation for 1st year HIV/AIDS and Roads Safety Awareness Campaigns as per para 4 of ToR (Scope of services),Appendix-A and submission of Report	7.5%
7	On submission of documentation of Case Studies and on submission and acceptance of Annual Report for the First Year	5%
8	On completion of 2nd year Interdepartmental and inter functionaries coordination, training/workshop on HIV/AIDS and Roads Safety to Civil society, PRI and media members as per para 4 of ToR(Scope of	7.5%

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	services),Appendix-A and submission of Report	
9	On successful implementation for 2nd year on HIV/AIDS and Roads Safety Awareness Campaigns as per para 4 of ToR (Scope of services),Appendix-A and submission of Report	7.5%
10	On submission of documentation of Case Studies and on submission and acceptance of Annual Report for the 2nd Year	5%
11	On completion of 3rd year Interdepartmental and inter functionaries coordination, training/workshop on HIV/AIDS and Roads Safety to Civil society, PRI and media members as per para 4 of ToR(Scope of services),Appendix-A and submission of Report	7.5%
12	On successful implementation for 3rd year on HIV/AIDS and Roads Safety Awareness Campaigns as per para 4 of ToR (Scope of services),Appendix-A and submission of Report	7.5%
13	On submission of documentation of Case Studies and on submission and acceptance of Annual Report for the 3rd Year and consultancy completion Report	10%
	Total	100%

6.5 Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.

The interest rate is: 8 % (Commercial Bank's prime lending rate of interest) for local currency.

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8.2	Disputes shall be settled by arbitration in accordance with the following provisions: **Dispute Settlement** 8.2 (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: 8.2 (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 President, Indian Roads Congress India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress India, 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 Consultants 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. * *Insert President Indian Roads Congress (for Roads and Bridge Works) or any other appropriate Institution (for other type of consultancies).*
	8.3 **Rules of Procedure**

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Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

8.4 **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.

8.5 **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 an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.6 **Miscellaneous**

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in BHUBANESWAR.

(b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the parties.]

(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.

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IV. Appendices

APPENDIX A

TERMS OF REFERENCE

For the Implementation of Social Management Plan under Orissa State Road Project(OSRP)

1.0 Background:

Works Department, Government of Orissa, has planned to improve State Highways in Orissa with the assistance of World Bank. Based on strategic option study, Works Department has identified 461 km of State Highways improvement under proposed Bank funded project. These roads have been prioritized as year one and year two roads.

The present improvement proposal of 204 km. includes widening, strengthening and maintenance of various State Highways as well as important District roads.

DPR report has been prepared. Detailed engineering designs are prepared for the project corridors, including comprehensive environmental and social Management Plan. As part of project preparation a detailed social assessment has been carried out for the proposed corridors. Social assessment studies were done based on socio-economic and census survey of the affected areas. Based on the findings of social assessment a detailed Social management Plan is prepared.

2.0 Component of Social Management Plan is:

2.1 Resettlement Action Plan (RAP)

Resettlement Action Plan (RAP) is prepared for compensating and assisting the project-affected persons (PAPs) including the Project-Displaced Persons (PDPs) to restore their livelihood. The RAP prepared fully complies with the requirements of the Resettlement and Rehabilitation Policy of Government of Orissa, 2006 and it is approved in RPDAC meeting. Implementation of the RAP is an important component of the overall project implementation.

2.2 Action Plan for the Prevention and Control of HIV/AIDS Transmission

Strategy and Action Plan for prevention of HIV/AIDS transmission are prepared. The Action Plan envisages intervention for awareness generation, Behavior Change Communication (BCC), Information Education Communication (I-E-C) campaigns and care and support to AIDS orphan. The implementation of HIV/AIDS action plan is integrated with RAP implementation.

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2.3 Indigenous People Development Plan (IPDP)

The project envisages indigenous people development as an important component. A strategy and action plan for the development of indigenous people is prepared.

The indigenous plan would be implemented by NGOs involving local communities along the project road. The Indigenous People Development Plan (IPDP) suggests preparation of community managed and community owned sustainable plan. The implementation framework of IPDP has been integrated with implementation of other social management plan

2.4 Implementation Mechanism

Social Management Plans will be implemented by Project Management Unit (PMU), Orissa, Works Department (World Bank Projects) through its package unit at each contract packages. Implementation framework of Social Management Plan envisages support from NGOs for implementation at two levels. First tier will be at PMU level and second tier would be at package level. At PMU level nodal NGO will provide guidance to package level NGOs. Services of package level NGO would be hired for three years at this contract package level to facilitate implementation of Social Management plans.

To assist the implementation of the above mentioned Social Management Plans, PMU, Works Department now invites the services of eligible NGOs at package level. The package level NGOs will be contracted to facilitate implementation of the Social Management Plans, coordinate with nodal NGOs and Package Managers and Social Develoment Specialist. **The service of the present consultant (VARRSA) is selected for Chandbali-Bhadrak-Anandpur Road (SH-9 &53).**

Package	Name of Corridor	Length (km)	District
1	Bhawanipatna-Khariar(SH-16)	68	Kalahandi,Bolangir, Nuapada
2	Chandbali-Bhadrak-Annadpur (SH-9 & SH-53)	95	Bhadrak
3	Berhampur-Taptapani (SH-17)	41	Ganjam
Total		204	

3.0 Specific task of package level NGOs (but not limited to):

- Educating the PAPs on their right to entitlements and obligations.
- Impart information to all the PAPs about the functional aspects of the various district level committees set up by the project, and assist them in benefiting from such institutional mechanism

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To ensure that the PAPs are given their full entitlements as due to them,

- Assist the PAPs in relocation and rehabilitation, including counseling, and co-ordination with the local authorities.
- Assist the PAPs in redressal of their grievances through the grievance redressal cells (GRC) set up for the project by the district Administration.
- To assist the package Unit (PU) in ensuring social responsibilities of the Project, such as, compliance with the labour laws, prohibition of child labour, and gender issues.
- To collect data and submit progress reports on a monthly basis as well as quarterly basis for OWD to monitor the progress of the RAP implementation.
- To reduce the risk of the spread of HIV/AIDS in the project area through raising awareness among local residents and the road users. Beneficiary's awareness is to be raised before, during and after road improvements.
- Enhance the level of awareness and knowledge of all stakeholders, particularly high risk groups, on HIV/ AIDS and safe sexual behaviours.
- Facilitate access by local communities to condoms, medical care services for treatment of STDs and voluntary counselling/ testing centres for the diagnosis of HIV/ AIDS; and
- Develop technical capacities of agencies delivering HIV/ AIDS and activities in the project area
- Implement demand driven indigenous development plans, to ensure community participation for operation and management
- To conduct Road safety awareness campaign along the project road.

4.0 Scope of Work

The NGO will play a role of secondary stakeholder in implementation of the Social Management Plans and in mitigating the adverse effects of the project. The NGOs will remain responsible for the development of a comprehensive implementation plan to facilitate the PAPs to take advantages of the options available in the projects.

Scope of Work towards Implementation of the Social Management Plans (SMPs) are :

4.1 Works towards Implementation of RAP

Identification and Verification

The NGO will undertake a survey of the project area and will update the information on the eligible PAPs and Project-Affected Families (PAFs). The NGO will verify the information already contained in the RAP and the individual losses of the PAPs.

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The NGO will establish rapport with PAPs, consult them, provide them information about the respective entitlements as proposed under the RAP, and distribute Identity Cards to the eligible PAPs (Approx.-1361). An identity card would include a photograph of the PAP, the extent of loss suffered due to the project, and the choice of the PAP with regard to the mode of compensation and assistance (if applies, as per the RAP).

The NGO will develop rapport between the PAPs and the Project Authority, particularly the Social Manager at package level/Social Development Specialist. This will be achieved through regular meetings with both the Manager and the PAPs. Meetings with the Manager social will be held at least fortnightly, and meetings with the PAPs will be held as and when required basis but at least once in a month in project village (preferably the date of gram sabha meeting), during the entire duration of the assignment. All meetings and decisions taken will be documented by the NGO.

The NGO will prepare a report on the list of the Project-Affected Persons/Families (PAPs/PAFs) including for relocation, enlisting the losses and the entitlements as per the RAP, after verification. Verification exercise will include actual measurement of the extent of loss/damage, and valuation of the loss/damage/affect along with the social Manager and representative of nodal NGO/Social Development Specialist. The NGO will display the list of eligible PAPs in District offices, Tahsil offices, Panchayat Offices, and prominent public places.

During the identification and verification of the eligible PAPs/PAFs, the NGO will ensure that each of the PAPs are contacted and consulted either in groups or individually. The NGO will specially ensure consultation with the women and other vulnerable families.

While finalising the Entitled Persons (EPs) for compensation/assistance the NGOs will make a list of entitled PAPs, and distribute **Identity Cards** to each and every verified eligible AP(Affected Person).

4.2 Counselling the Entitled Persons

The counselling will include the following activities by the NGO:

- The NGO will explain to the PAPs the need for land acquisition, the provisions of the policy and the entitlements under the RAP. This will also include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements as per the RAP.
- Distribution of the OSRP entitlement framework and the translated version of the policy (in Oriya) for each and every PAP to make them understand the entitlement packages in correct perspectives.
- The NGO will disseminate information to the PAPs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.

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- The NGO will initiate micro-level plans for income restoration, in consultation with the PAPs. Women's perceptions are important to be incorporated in the development of these plans.
- NGO will monitor the involvement of child labour in the civil construction work in this package.

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

Details to be reflected in Monthly Progress Report.

4.3 Disbursing the Assistance

- The NGO will assist in determining and preparation of individual entitlement of each of the PAPs/PAFs on the basis of the RAP. In case of discrepancies, the NGO will try to resolve it in consultation with the package level manager/Nodal NGO/Social Development Specialist on the basis of the Policy guidelines or take up the matter to the RPDAC, GRC.
- The NGO will assist the project authorities in ensuring a smooth transition (during the part or full relocation of the PAPs/PAFs), helping the PAPs to take salvaged materials and shift with proper notices. In close consultation with the PAPs, the NGO will inform the package manager about the shifting dates agreed with the PAPs in writing and the arrangements desired by the PAPs with respect to their entitlements.
- The NGO will assist the PAPs in opening bank accounts explaining the implications, the rules and the obligations of a joint account, and how s/he can access the resources s/he is entitled to.
- The NGO will ensure proper utilisation of the R&R entitlements by the PAPs available for each of the packages. The NGOs will ensure that the PAPs have found economic investment options and are able to restore against the loss of land and other productive assets. The NGO will identify means and advise the package manager/Social Development Specialist to disburse the entitlements to the eligible persons/families in a manner that is transparent, and will report to the PMU on the level of transparency achieved in the project.

Details to be reflected in Monthly Progress Report

4.4 Facilitating PAPs at the Grievance Committee Meetings

- The NGO will nominate a suitable person (from the staff of the NGO) to be a member of the committees agreed upon by GRC.
- The NGO will make the PAPs aware of the functioning of RPDAC,DCAC,GRC
- The NGO will train the PAPs on the procedure to file a grievance application and to confirm that a statement of claim from the concerned PAP accompanies each grievance application. The NGO will help the PAPs in filling up the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.

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- The NGO will record the grievance and bring the same to the notice of the GRCs within 7 (seven) days of receipt of the grievance from the PAPs. It will submit a draft resolution with respect to the particular grievance of the AP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the NGO representative in the GRC.
- To accompany the PAPs to the GRC meeting on the decided date, help the AP to express his/her grievance in a formal manner if requested by the GRC and again inform the PAPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC. (The time frame for the GRC to take a decision is 15 days).

Details to be reflected in Monthly Progress Report.

4.5 Assisting the PAPs and the Package Manager/Social Development Specialist to Identify and Negotiate for the New Land for Resettlement

The NGOs will be responsible for the following activities

- Obtain the PAP's choice in terms of (i) land identification, (ii) site for relocation; (iii) shifting plan and arrangements; (iv) grant utilization plan; (v) community asset building plan and institutional arrangements in maintaining the assets.
- Assist the PAPs/Manager in identifying suitable land for relocation and for agriculture, ensuring the replacement of the land lost in terms of quality and quantity.
- Identify suitable government land in consultation with the Revenue Department Officials and assist in negotiating its transfer to the PAPs/ Manager (social) at reasonable prices and motivate them to appreciate and welcome the new neighbors.

Details to be reflected in Monthly Progress Report.

4.6 Facilitating the eligible PAPs to take advantage of the existing Government Housing and Employment Schemes

With regard to the above, the NGO will,

- Co-ordinate (and impart wherever required) the training and capacity building of the PAPs, for upgrading their skills for income restoration. This will include the training to be given by the NGO to women self-help-group members in accounting, record maintenance, skill acquisition in the chosen enterprise, and marketing, etc.
- Help the PAPs in realizing and optimizing the indigenous technology knowledge (ITK) through use of local resources.
- Define, evolve and implore alternative methods of livelihood using the local skill and resources.

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- Contact financial institutions like NABARD, SIDBI, and the Lead Bank of the area in accessing the credit required by the individual as well as groups of PAPs and the women's groups from the PAFs. The NGO will maintain a detailed record of such facilitation, and plan for each PAF to repay the loan.
- Establish linkages with the district administration for ensuring that the PAPs are benefited from the schemes available and those they are entitled to. The focus for this component of the NGO's work will be the vulnerable PAPs for their income restoration. The NGO will maintain a detailed record of such facilitation.

Details to be reflected in Monthly Progress Report

4.7 Representing the EPs in Market Value Assessment Committee for consent award

- Market Value Assessment Committees for consent award will be established at the district level and village level to evaluate the actual market price of the properties in the areas where acquisition or land and/or structures are necessary. The NGO will represent the entitled persons (EPs) in the committee to ensure that a fair assessment takes place.

Details to be reflected in Monthly Progress Report.

4.8 Works towards the Implementation of Action Plan for Prevention of HIV/AIDS Transmission

Information campaign in collaboration with line agencies (such as NACO,DFID,OSACS etc), including provision of signage/hoardings at suitable locations, I-E-C, and provision of condom vending machines at suitable locations (communities, rest areas, truck parking lay-byes, etc.). The NGO will assist the PMU to implement these measures, including collaborating with the line agencies.

- The NGOs shall undertake a desk review and sample survey of the project area to determine information given in the Action Plan for Prevention of HIV/AIDS Transmission:
- NGOs, CBOs or other public service deliverers operating in the project area that have an interest and capacity to be involved in the project;
- Location of places where high risks groups gather,
- Local health service providers, both public and private,
- Availability of existing public awareness materials and media channels,
- Priority target stakeholders and key behaviours to be influenced under the project;
- Stratified survey of beneficiaries to determine the health profile and level of knowledge on HIV/ AIDS in a few key areas;

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4.9 Prepare Detailed Campaign Implementation Plan (CIP)

The NGOs shall prepare and agree with the PMU a detailed Campaign Implementation Plan (CIP) for delivery over the subsequent 36 months. The following flow chart shows steps to be followed during Implementation plan.

- Mobilisation and start up meeting
- Literature Review
- Primary survey for baseline status
- Consultation with stakeholders

The CIP shall describe how following tasks will be implemented.

The CIP will identify:

- Who the target beneficiaries are and which behaviours are to be changed;
- How the target beneficiaries' behaviours to be changed, including the methods and materials (existing materials to be used wherever feasible) to be used;
- Timing of/ frequency of campaign delivery in relation to the construction program;
- How target beneficiaries will be directed to access medical care services for treatment of STDs and voluntary counseling/ testing centers for the diagnosis of HIV / AIDS.
- How the NGOs will work with the respective State AIDS Control Societies and their partner agencies to complement and strengthen the AIDS control effort in the state; and
- The mechanism, including indicators and targets to be used for monitoring and evaluating progress of the campaign.

No. of Workshops to be conducted:

- Strengthening PLWHA net work -3 nos(Each year), 3 participants
- Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/Truck Association-3nos(Each year), 12 participants
- Advocacy workshop with media-3 nos(Each year), 12 participants
- Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-6 nos(Each year), 24 participants
- Advocacy workshop with PRI members-6 nos(Each year), 48 participants

All the workshops would be for two days

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4.10 Deliver HIV/ AIDS awareness campaign: Design & Implementation of campaign

The NGOs shall deliver the HIV/AIDS awareness campaign as given in the agreed CIP. The campaign delivery shall be either through the NGOs own staff. The campaign shall be delivered in close collaboration with the State AIDS Control Society.

The NGOs shall provide all necessary resources (e.g. materials, fees, out of pocket expenses) to awareness raisers to implement their role throughout the campaign This cost shall be included as part of the NGOs's Financial Proposal.

The campaign delivery methods are expected to include the following:

- Public meetings; Group discussions, meeting with target groups.
- Posters, larger bill boards, banners and mobile hoardings(To be provided by the PMU)
- Leaflets of other objects with HIV/AIDS safety messages embedded; street plays, magic shows, puppet show, short films, Nukrad Natak, Road site retro boards(To be provided by the PMU)
- Travelling loudspeaker vans(To be provided by the PMU)
- Construction camp or truck lay bye focus groups;
- Workshops and training of CBOs;
- Local radio broadcasts;
- Distribution of condoms and
- Other method to be described in the CIP.

No. of Awareness Campaign to be conducted:

- Road side Communities- 56nos in 36 months(56x36)
- Truck Parkings - 2nos in 36 months(2x36)
- Construction Camp - 1no in 36 months(1x36)
- Brothel - 5nos in 36 months(5x36)

4.11 Works towards the Implementation of Indigenous People Development Plan

- Coordination with District Administration for dovetailing schemes of rural development such as TSC, total literacy mission etc and understanding community needs of such project. The objective of such assessment is to integrate IPDP to these rural development plans in selected stretches for partnership development and role of OWD in the schemes.
- Facilitate community based organisations, and local NGOs working along project stretches in the planning mission of present project IPDP.
- Develop profile of indigenous communities, village resource mapping for needs of the people and conduct public meeting to reach consensus about required demand driven tribal initiatives.

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4.12 Works towards Road Safety programme

The package level NGO would educate, aware people about road safety to

- Make community residents aware that road safety is a major community concern.
- Encourage community residents to identify the specific road safety problems faced by the community as well as remedial measures.
- Strengthen local Non Government Organizations (NGOs) and Community Based Organisations (CBOs) and their linkages to external institutions with a role in road safety.
- Educate community residents and road users in the safe use of the road and actions to be taken in the event of an accident.
- Linking community facilators and ORWs to road safety programme to ensure sustainibilty of programme.

No. of Workshops to be conducted:

- Training Workshops about road safety with Police/Civil society/Tranport Association-3nos(Each year), 12 participants
- Advocacy workshop with media-3 nos(Each year), 12 participants

All the workshops would be for two days

No. of Awareness Campaign to be conducted:

- Rapid Action Campaign(RAC) through cultural shows in Road side Communities -19nos in 24 months(10+9)
- Road Safety Theatre near Truck park, bus bay and other common places-3 nos in 24 months (2+1)
- Student Traffic cadets(STCs) involving school children-2nos in 24 month(2+1)

5.0 Condition of Services

The NGO will ensure that the Social Management Plans is implemented in an effective and proper manner. The prime responsibility of the NGO will be to ensure that each and every eligible PAPs receive appropriate and due entitlement (within the Entitlement Framework of OSRP) and that, at the end of the project the eligible PAPs have improved (or at least restored) their previous standard of living.

Additionally the NGO will help the PMU, OWD in all other matters deemed to be required to implement the Social Management Plan in its spirit and entirety irrespective of scope of works mentioned in ToR.

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 OWD. No information gathered or generated during and in carrying out this assignment will be disclosed by the NGO without explicit permission of the OWD.

The Package level NGO will open its offices within project corridor preferably near the office of package manager.

Pootakkaran

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6.0 Documents to be deposited

- Documentation of Case Studies/Best Practices-12 copies(4 copies in each year)
- Production of Annual Report- 15 copies(5 copies in each year)

7.0 Time frame for Services

The NGOs will be contracted for a period of three years from the date of commencement, with a withdrawal methodology in built into the proposals from the NGO.

Sl.No.	Tasks as per ToR	Due date and months from start	No. of copies
1	Submission of the inception Report complete in all respects and submission of Report	1	4
2	Completion of the identification, verification and initial consultation sessions, and submission of updated data of Non-titleholders and review of the same by the Social Manager and nodal NGOs and submission of Report.	2	4
3	Finalization of identification of hot spot, CIP and networking with stakeholders ,Training of Awareness raisers and submission of Report	4	4
4	Submission of first round of community consultation report	4	4
5	Completion of the distribution of Identity Cards to eligible NTH PAPs and submission of Report.	6	4
6	Disbursement of compensation to at least 33% of titleholders and submission of Report	4	4
7	Submission of the Detailed Budget of compensation/Assistance for non-titleholders (micro-individual plan) and submission of Report	4	4
8	Disbursement of budget of Compensation/Assistance and submission of Report	6	4
9	Substantial completion of the relocation and rehabilitation process and submission of Report	8	4
10	Strengthening PLWHA net work -3 nos, Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/uck Association-3no., Advocacy workshop with media-1no, Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-3no., Advocacy workshop with PRI members-6nos on HIV/AIDS and submission of Report	10	4
11	Completion of HIV/AIDS Awareness Campaign-27x12(Road side Communities19, Truck Parkings -2 , Construction Camp-2, Brothel-5) and submission of Report	10	4
12	Advocacy workshop with Police/Civil society/Transport Association-3no., Advocacy workshop with media-3no on Road Safety and submission of Report	11	4

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13	Submission of the Final Completion Report of the above work and submission of case study and submission of Report	12	4
14	Strengthening PLWHA net work -3 nos, Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/Truck Association-3no., Advocacy workshop with media-1no, Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-3no., Advocacy workshop with PRI members-6nos on HIV/AIDS and submission of Report	14	4
15	Completion of HIV/AIDS Awareness Campaign-27x12(Road side Communities19, Truck Parkings -2 , Construction Camp-2, Brothel-5) and submission of Report	16	4
16	Advocacy workshop with Police/Civil society/Transport Association-3no., Advocacy workshop with media-3no on Road Safety and submission of Report	18	4
17	On Completion of Road Safety Awareness Campaign-Rapid Action Campaign(RAC) through cultural shows in Road side Communities -30nos and submission of Report	18	4
18	Road Safety Theatre near Truck park, bus bay and other common places-3 nos and submission of Report	20	4
19	Student Traffic cadets(STCs) involving school children-12nos and submission of Report	22	4
20	On submission of the Anuula Report of the above work and submission of case study and submission of Report	24	4
21	Strengthening PLWHA net work -3 nos, Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/Truck Association-3no., Advocacy workshop with media-1no, Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-3no., Advocacy workshop with PRI members-6nos on HIV/AIDS and submission of Report	26	4
22	On Completion of HIV/AIDS Awareness Campaign-27x12(Road side Communities19, Truck Parkings -2 , Construction Camp-2, Brothel-5) and submission of Report	28	4
23	Advocacy workshop with Police/Civil society/Transport Association-3no., Advocacy workshop with media-3no on Road Safety and submission of Report	30	4
24	On Completion of Road Safety Awareness Campaign-Rapid Action Campaign(RAC) through cultural shows in Road side Communities -26nos and submission of Report	30	4

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25	Road Safety Theatre near Truck park, bus bay and other common places-2 nos and submission of Report	32	4
26	Student Traffic cadets(STCs) involving school children-12nos and submission of Report	34	4
27	On submission of the Annual Report of the above work and submission of case study and submission of Report	36	4
	Total	36 months	

8.0 Data, Services and Facilities to be provided by the Client

The OWD will provide to the NGO the copies of the PAPs' Census, the RAP, the land acquisition plan, HIV/AIDS action Plan, IPDP and any other relevant reports/data prepared by the Project Preparation team. The OWD will assist the NGOs in collaborating with the Supervision consultant.

All facilities required in the performance of the assignment, including office space, office stationery, transportation and accommodation for staff of the NGO, etc., will be born by the NGO.

9.0 Team for the Assignment

The NGO will depute a team of professional at the office and at the site. The constitution of the team for the team members is given below:

The CVs of the following staff is provided on or before contract negotiations and is evaluated quality against the criteria set down

Sl.No	Position	Man Months
1	Team Coordinator /Community Mobilizer	36
2	HIV/AID specialist	36
3	Communication Strategy Specialist	12

CVs for following staff are not required. However, the inputs of these are included in the technical proposal and the costs in respect of these personnel are included in the financial proposal

Sl.No	Position	Man Months
1	Amin-2	24
2	Counselor-2	36
3	Accountant-1	36
4	Office Attendant-1	36

Pratima Kumar

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10.0 Additionally the following conditions will apply to the team proposed by the NGO.

- That the proposal should accompany a personnel deployment schedule, clearly indicating whether the deployment is home-office based or in the filed.
- That the NGOs must propose at least one woman as part of the key personnel.
- That the women key persons, if selected for the contract, may be replaced during the period of contract, only with women key persons of equivalent qualifications and experience.
- That the NGOs will depute a technical team to work at the site, junior support personnel and/or administrative staff will not be considered as 'technical support' professionals, as far as this condition is concerned.

11.0 Key Points agreed during Negotiation

1. The NGO will make a site establishment in the site in terms of the TOR (enclosed in the RFP for the facilitation of community participation in the implementation of RAPs and IPDPs) and post the following 3 key personnel suggested by the NGO in the technical proposal:

(i.) Mr. R.K.Kuanar	Team Coordinator
(ii). Mr.S.Sahoo	HIV/AIDS Specialist
(iii) Ms.M.Pattanaik	Community Strategy Specialist

2. The NGO shall assist the Package Manager/Social Development Specialist and work in coordination with Nodal NGO for Berhampur-Taptapani Road in carrying out all the activities mentioned in the Scope of the Work of the TOR enclosed in the RFP for the facilitation of community participation in the implementation of RAPs and IPDPs.
3. The Implementing NGO will undertake a survey of the project area and will update the information on the eligible PAPs and Project-Affected families (PAFs) (which is prepared by consultant during DPR). The NGO will verify the information already contained in the RAP(which is prepared by consultant during DPR) and the individual losses of the PAPs and will submit their report to Nodal NGO and PMU.
4. All the documents prepared by package level NGO like inception report, CIP, monthly /quarterly report, Annual Report, finalization of I-Cards and all other documents to be submitted to PMU etc. will be certified by Nodal NGO and to get the approval of the Social Development Specialist/Package Manager.
5. The Consultant will produce an affidavit before commencement of services showing all the information mentioned in Technical Proposal are true and if any matter found false in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect.
6. The Consultant agrees to take up other stretch if approved by PMU and the Consultancy fees will be negotiated.

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The NGO will assist the Package Manager/Social Development Specialist and work in coordination with Nodal NGO for Berhampur-Taptapani Road in carrying out all the activities mentioned in the Scope of the Work of the TOR enclosed in the RFP for the facilitation of community participation in the implementation of RAPs and IPDPs.

7. The NGO will prepare quarterly implementation plan of each quarter under RAP after consultation with Package Manager/Social Development Specialist and Nodal NGO and obtain approval on the same and implement such plan in a time bound manner.
8. The NGO will attain quarterly review meeting organized by Nodal NGO for implementation of RAP in every quarter.
9. The NGO will keep suitable data relating to the PAPs and undertake concurrent evaluation for enabling any one to know whether improvements (or otherwise) are taking place in their quality of lives.

12.0 Review Committee to Monitor Consultants' Works

A review committee consisting of the following officers of the OWD shall review the progress of the work and the consultants' performance quarterly.

1. Chef Engineer, World Bank Project - Chairman
2. Package Manager(Executive Engineer of the Corridor)- Member
3. Assistant Commissioner(LA) - Member
4. .Social Development Specialist, World Bank Project - Member
5. Financial Advisor/Senior DAO - Member
6. Executive Engineer-II(PMU) - Convener

13.0 Review on RAP will be taken up by Revenue Divisional Commissioner as and when required.

Pratibakzaras

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Appendix B
Reporting Requirements

The NGOs will be contracted for a period of three years from the date of commencement, with a withdrawal methodology in built into the proposals from the NGO.

Sl.No.	Tasks as per ToR	Due date and months from start	No. of copies
1	Submission of the inception Report complete in all respects and it includes- • each of the Tasks of the NGO/CBO as set out in the TOR, • The status of and methodology proposed for each of the said Tasks in the TOR, • The initial work plan and schedule, • The contract Budget, and expenditures/ commitments against the Budget, actual and forecast. • Identify any likely deviations from the original proposal and any significant issues that have been identified, The proposed content and format of subsequent Progress Reports (Monthly and Quarterly) to be submitted under the Contract.	1	4
2	Completion of the identification, verification and initial consultation sessions, and submission of updated data of Non-titleholders and review of the same by the Social Manager and nodal NGOs and submission of Report.	3	4
3	Finalization of identification of hot spot, CIP and networking with stakeholders ,Training of Awareness raisers and submission of Report	4	4
4	Submission of first round of community consultation report	4	4
5	Completion of the distribution of Identity Cards to eligible NTH PAPs and submission of Report.	6	4
6	Disbursement of compensation to at least 33% of titleholders and submission of Report	4	4
7	Submission of the Detailed Budget of compensation/Assistance for non-titleholders (micro-individual plan) and submission of Report	4	4
8	Disbursement of budget for Compansation/Assistance and submission of Report	6	4
9	Substantial completion of the relocation and rehabilitation process and submission of Report	8	4

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10	Strengthening PLWHA net work -3 nos, Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/uck Association-3no., Advocacy workshop with media-1no, Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-3no., Advocacy workshop with PRI members-6nos on HIV/AIDS and submission of Report	10	4
11	Completion of HIV/AIDS Awareness Campaign-27x12(Road side Communities19, Truck Parkings -2 , Construction Camp-2, Brothel-5) and submission of Report	10	4
12	Advocacy workshop with Police/Civil society/Transport Association-3no., Advocacy workshop with media-3no on Road Safety and submission of Report	11	4
13	Submission of the Final Completion Report of the above work and submission of case study and submission of Report (To be submitted within 30 days of the end of twelve (12) month period commencing from the Effective Date) The Report shall: • summaries the Progress throughout the year and describe the current status of each task identified the TOR; • discuss any significant problems that arose during the period and how they were overcome; make recommendations for any significant changes to the programme or tasks which will benefit the objectives of the TOR.	12	4
14	Strengthening PLWHA net work -3 nos, Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/Truck Association-3no., Advocacy workshop with media-1no, Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-3no., Advocacy workshop with PRI members-6nos on HIV/AIDS and submission of Report	14	4
15	Completion of HIV/AIDS Awareness Campaign-27x12(Road side Communities19, Truck Parkings -2 , Construction Camp-2, Brothel-5) and submission of Report	16	4
16	Advocacy workshop with Police/Civil society/Transport Association-3no., Advocacy workshop with media-3no on Road Safety and submission of Report	18	4
17	On Completion of Road Safety Awareness Campaign-Rapid Action Campaign(RAC) through cultural shows in Road side Communities -30nos and submission of Report	18	4

Positive Vizaren

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18	Road Safety Theatre near Truck park, bus bay and other common places-3 nos and submission of Report	20	4
19	Student Traffic cadets(STCs) involving school children-12nos and submission of Report	22	4
20	Annual Report for the Second Year(To be submitted within 30 days of the end of twenty (24) month period commencing from the Effective Date) The Annual Report shall: • summaries the Progress throughout the year and describe the current status of each task identified the TOR; • discuss any significant problems that arose during the period and how they were overcome; make recommendations for any significant changes to the programme or tasks which will benefit the objectives of the TOR.t	24	4
21	Strengthening PLWHA net work -3 nos, Advocacy workshop with Police/Civil society/Labour Contractors/Hotelier/Truck Association-3no., Advocacy workshop with media-1no, Advocacy workshop with Works Deptt./Supervision Consultant/Contractors-3no., Advocacy workshop with PRI members-6nos on HIV/AIDS and submission of Report	26	4
22	On Completion of HIV/AIDS Awareness Campaign-27x12(Road side Communities19, Truck Parkings -2 , Construction Camp-2, Brothel-5) and submission of Report	28	4
23	Advocacy workshop with Police/Civil society/Transport Association-3no., Advocacy workshop with media-3no on Road Safety and submission of Report	30	4
24	On Completion of Road Safety Awareness Campaign-Rapid Action Campaign(RAC) through cultural shows in Road side Communities -26nos and submission of Report	30	4
25	Road Safety Theatre near Truck park, bus bay and other common places-2 nos and submission of Report	32	4
26	Student Traffic cadets(STCs) involving school children-12nos and submission of Report	34	4
27	Final Report (To be submitted within 30 days of the end of thirty five (35) month period commencing from the Effective Date) The Report shall: • summaries the Progress throughout the year and describe the current status of each task identified the TOR;	36	4

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	• discuss any significant problems that arose during the period and how they were overcome; make recommendations for any significant changes to the programme or tasks which will benefit the objectives of the TOR. along with case study.		
	Total	36 months	

Pratiru Kumar

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Appendix C
Key Personnel
(Refer Clause 4.1 of the Contract)

Key Professional				
Sl. No	Name	Qualification	Experience	Description of work
1	Mr.Rajendra Kumar Kuanra	M.A(Pol.Science)	6	As a team leader he is responsible for the development of a comprehensive implementation plan to facilitate the PAPs to take advantages of the options available in the projects and dovetailing existing Government developmental schemes
2	Mr. Subas Chandra Sahoo	M.A(Sociology)	5	As a HIV/AIDS Specialist she will work in coordination with HIV/AIDS Specialist of Nodal NGO in counselling,awareness and imparting communication techniques of HIV/ AIDS. She will also coordinate with OSAC and in consultation with PMU, Package Managers/Social Development Specialist and Nodal NGO would finalize CIP agreed in HIV/AIDS action plan.
3.	Ms. Mousumi Pattanaik	MA(Sociology)	5	As a Community Strategy Specialist She will verify the information of PAPs list using suitable statistical techniques. Based on the survey and verification she will plan specific strategy for the restoration of the livelihood of PAFs.

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Appendix D

Breakdown of Contract Price in Foreign Currency

NOT USED

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Appendix E

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 exclusively be used for determining remuneration for additional services.

Activities	Unit	Amount(Rs)
A. To be paid to NGO		
Remuneration		
(I) Key Person		
(a)Community Mobilisation Coordinator	Person	24500
(b)HIV/AIDS specialist	Person	18000
@ Communication Strategy Specialist	Person	12500
(ii)Support/Technical Staff	Person	
(a)Counselor	Person	7500
(b)Amin	Person	6000
(v) Office Accountant	Person	5500
(vi) Office Attendant	Person	3000
Reimbursable		
1.0ffice Expenditure		
(i) House Rent - 7000 Telephone/ IntemetIFax-2000, Electric/watercharges-750, Stationeries/Ciurier-1250 Misc 1000	Month	12000
(ii)Transport	Month	10000
2. Programme Expenditure		
(i) Identification and Verification, 1- card preparation and distribution(Structures and Landholders)	Person	155
(ii)Cost of Road Safety Awareness Programme		
(a) Workshops and sensitization Programme to Be conducted with Police/Civil society/Transport Association	No	12000
(b) Workshops to be conducted with media	No	10500
(c) Rapid Action Campaign(RAC) through cultural show/ pala/ daskathia in public places	No	7000
(d) Student Traffic Cadets(STCs) involving school children in Cycle rally/ marches along the proposed road	No	3000
(e)Road Safety Theatre near Truck park, bus bay and other common places	No	5500
(iii)Cost ofHIV/AIDS Action Plan		
(a)Strengthening PLWHA netWork	No	2500
(b)Advocacy workshop with Civil societies etc.	No	7500
© Advocacy workshop with media	No	7500

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(d) Advocacy workshop with Supervision Consultant/Works Deptt Contractors	No	7500
(e) Advocacy workshop with PRI members	No	6500
(f)Awareness Campaign at Road side communities	No	300
(iv) Cost of Skill Development for Tribals.		
(a) Vocational Training for Skill Development	No	12500
(v) Documentation of Case studies/Best practices	No	2500
(iv) Production of Annual Report (5-Copies in each year)	No	5000

Notes:

1. The above rates shall be applicable for any addition specified in Appendix-E excluding Service Tax.
2. The above rates are subject to negotiation with the PMU.
3. The proposed cost shall be hiked each year as per RBI Index.

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Appendix F

Services and Facilities Provided by the Client

Note: List here the services and facilities to be made available to the Consultants by the Client.

The OWD will provide to the NGO the copies of the PAPs' Census, the RAPs of the said Corridors, the land acquisition Plan, HIV/AIDS Action Plan, any other relevant reports/data prepared by the DPR Consultant. The OWD will assist the NGO in collaborating with the Supervision consultant and Contractor.

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Bank Guarantee for Advance Payment

NOT USED

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MINUTES OF THE CONTRACT NEGOTIATIONS MEETING

CONSULTANCY SERVICES FOR IMPLEMENTING NGO- VOLUNTARY ASSOCIATION FOR RURAL RECONSTRUCTION AND SOCIAL ADVANCEMENT (VARRSA) FOR IMPLEMENTATION OF SOCIAL SAFEGUARD INSTRUMENTS FOR WORLD BANK ASSISTED YEAR-1 ORISSA STATE ROADS PROJECT FOR CHANDBALI BHADRAK ANANDPUR ROAD

Held on 29th October-2009.

The negotiation meeting chaired by the Chief Engineer, World Bank Project, Orissa in the mini-conference hall of the P.I.U of OSRP, Nirman Soudha, Bhubaneswar.

Members present

A. Members representing Government of Orissa

1. Mr. Jayamangal Nayak-Chief Engineer, World Bank Projects
2. Mr. Mr.S.K.Behera –Spl.LAO,PMU
3. Mr. A.K.Dey - SDS, PMU
4 Mr. S.N.Ray - Social Welfare Officer

B. Members representing the consulting Firm

1. Ms.Prativa Kuanara - Secretay,
Voluntary Association For Rural Reconstruction
And Social Advancement (VARRSA)

At the outset, the Chief Engineer, World Bank Projects, Orissa welcomed the consultant participating in the meeting.

The Consultant submitted confirmation on the availability of all key personnel for proposed assignment. As per the Section-5 of the Terms of Reference attached to the RFP, the Consultant reported that the firm has already submitted CVs of the proposed Key Professionals for review by the Client.

The following points were discussed and agreed upon.

1. As part of the Technical Negotiations a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing and suggestions made by the Consultant to improve the Terms of Reference were discussed and agreed in a meeting chaired by the Engineer-in Chief(Civil) on dt.09.10.2009.

2. The breakup of financial bid was submitted by the consultant. The Client agreed to supply Oriya translation of R&R frame work and other materials such as hoardings, leaflets etc for awareness of HIV/AIDS, Roads Safety, Capacity Building etc.

3.The Consultant will produce an affidavit before commencement of services showing all the information mentioned in Technical Proposal are true and if any matter found false

in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect. It is agreed by both the parties.

4. The Issue of payments to the Consultant was discussed and agreed by the Client. The Draft Contract is prepared accordingly for the payment to consultant as mentioned in Cl.6.4 (a).

5. The issue of payment of carrying out additional services was also discussed. To take up other stretch if approved by PMU and the Consultancy fees will be negotiated and attached in the draft Contract for future requirement.

The meeting ended with the Vote of Thanks to the Chair.

Mr. Jayamangal Nayak
Chief Engineer
World Bank Projects,Orissa

P. Kuanara 29.10.09

Ms.Prativa Kuanara
Authorised Signatory,
VARASSA

SECRETARY
VARRSA
Near Rangamatia, Cuttack

103

GOVERNMENT OF ORISSA
WORKS DEPARTMENT
****

No. 1933 /W., Bhubaneswar, dated the 5th February, 2010
EAP(Cell)-76/09

From

Sri S. K. Ray,
EIC-cum-Secretary to Government.

To

The Chief Engineer (DPI & Roads),
Orissa, Bhubaneswar.

Sub: Engagement of NGOs (for Nodal and three Corridors) for implementation of Social Safe Guard/Instruments for the World Bank assisted Year-1 Orissa State Roads Project.

Sir,

I am directed to refer to your Letter No. 47012 dated 28.10.2009 on the above subject and to say that after careful consideration Government have been pleased to approve your proposal for engagement NGOs for Nodal and three corridors of Orissa State Roads Project as follows.

Sl. No.	Name of Corridor	Name of the NGO	Cost of engagement (in Rs.)	Remark
1	Berhampur-Taptapani	Krusi Adivashi Self-help Society (KASS)	Rs. 37,24,730/-	Package level
2.	Bhawanipatna-Khariar	Krushi Adivashi Self-help Society (KASS)	Rs. 37,05,680/-	
3	Chandbali-Bhadrak-Anandpur	Voluntary Action for Rural Reconstruction & Social Action (VARRSA)	Rs. 41,37,575/-	
4	Nodal NGO	Centre of Action Research & Training (CART)	Rs. 33,20,000/-	
		Total	Rs. 1,48,87,985/-	

2. Since Finance Department has conveyed its observation that Administrative Department is competent for executing the contract, you are requested to execute the same with each of the NGO and send the documents to Works Department for reference.

Yours faithfully,

EIC-cum-Secretary to Government

By Speed Post

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ORISSA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT – V, BHUBANESWAR – 751 001 (ORISSA)

Letter No. PIU – WB – 2 / 2007 / Pt/ 6731 Dt. 16.2.10

From
Chief Engineer
World Bank Projects
Orissa, Bhubaneswar
Email: pmuosrp@gmail.com

To
The Secretary
VOLUNTARY ASSOCIATION FOR RURAL RECONSRUCTION & SOCIAL ADVANCEMENT (VARRSA)
At-Kotpur, P.O.-Paripada-Nizampur, Via-Mangalpur, Dist-Jajpur (Orissa)
Tel.-06728-252152

Sub: - *Consultancy Services for Engagement of Implementing NGOs for Implementation of Social Safeguard Instruments for the World Bank Assisted Year-I Orissa State Roads Project* ***(For Chandbali-Bhadrak-Anandpur Road))***

Ref: *Your Technical and Financial Proposal dt.21.07.2009*

Award of Contract thereof:

Sir

In inviting a reference to your aforesaid offer and the approval of the Government of Orissa, Works Department, this is to intimate that the Contract for the aforesaid consultancy services is hereby awarded to you for an amount of **Rs.41, 37,575/-** + Service tax (as applicable) as per the following condition.

1. The consultancy service shall be strictly be limited to the agreed period.
2. Additional liability shall not be created in respect of the Consultancy Services.
3. The Consultant will give their service as per the ToR in the Contract
4. The Consultant will produce an affidavit before commencement of services showing all the information mentioned in Technical Proposal are true and if any matter found false in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect.

You are requested to attend this office within 21(twenty-one) days for signing the contract.

Yours faithfully,

Chief Engineer
World Bank Projects, Orissa,

Memo No. 6732 Dt 16.2.10

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Orissa for favour of information.

Chief Engineer
World Bank Projects, Orissa,

Memo No. 6733 Dt 16.2.10

Copy submitted to **Mr.Rajesh Rohatgi**, Sr. Transport Specialist & Task Team Leader OSRP, Sustainable Development (South Asia Region), The World Bank, 50-M, Santi Path, Chanakyapuri, New Delhi-110002 for favour of information.

Chief Engineer
World Bank Projects, Orissa,

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

TANKADHAR MISHRA
ADVOCATE, NOTARY
CUTTACK ORISSA, INDIA

NOTARY GOVT. OF ORISSA

ओडिशा ORISSA 07AA 375882

BEFORE THE NOTARY PUBLIC, ORISSA, CUTTACK.

A F F I D A V I T

I, Prativa Kuanar, aged about 39 years, The Secretary, Voluntary Association for Rural Reconstruction & Social Advancement (VARRSA), At.: Kotpur, P.O.: Paripada Z -Nizampur, Via.:Mangalapur, P.S.: Mangalpur, Dist.: Jajpur (Orissa) do hereby solemnly affirms and state as follows:-

1. That, I am the Secretary of the Voluntary organization.

2. That, the consultancy Services for Engagement of Implementing NGOs, for Implementation of Social Safeguard Instruments for the World Bank Assisted Year-I, Orissa State Roads Project (For Chandbali-Bhadrak-Anandpur Road).

3. That, the information mentioned inTechnical proposal are true and if any matter found false in future the consultant is liable to refund all the consultant's fees till date and will be debarred from the Services with immediate effect.

4. That, this affidavit is to be produced before the concerned authority Chief Engineer, World Bank Projects, orissa, Bhubaneswar for Consultancy Services for Engagement of Implementing NGOs for Implementatin of Social Safeguard Instruments for the World Bank Assisted Year-I, Orissa State Roads Project (For Chandbali-Bhadrak-Anandpur Road).

Prativa Kuanar
20.2.10

टंकधर मिश्र
नोटारी पब्लिक, कटक
TANKADHAR MISHRA
NOTARY PUBLIC, CUTTACK

14 JAN 2010

TREASURY OFFICER,
CUTTACK

Rabindra Kumar Biswal
Stamp Vendor
COLLECTORATE, CUTTACK

Pratiba Kumar

SECRETARY
VARRSA
New Ramanatna, Cuttack-753009

5. That, the facts stated aboveare true and correct to the best of my knowledge and belief.

IDENTIFIED BY

ADVOCATE

DEPONENT

SECRETARY
VARRSA
New Ranasaratna, Cuttack-753004

The above named deponent being identified by Sri B. N. Samantray Advocate, Cuttack solemnly affirms and states before me thatthe facts stated above are true and correct to the best of her knowledge.

CUTTACK.

DATE: 20;02.2010.

NOTARY PUBLIC, CUTTACK.

नोटारी पब्लिक, कटक
TANKADHAR MISHRA
NOTARY PUBLIC, CUTTACK

NOTARY
T MISHRA
CUTTACK
Regd.No-O.N-31/99
GOVT. OF ORISSA