

National Highways & Infrastructure Development Corporation Limited

REQUEST FOR PROPOSALS (RFP)

For
Selection of Consultants
For

Authority's Engineer for "Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan"

**Client: National Highways & Infrastructure
Development Corporation Limited
(NHIDCL)
Government of India**

**Project Scheme: North East Road Network Connectivity
Improvement Project (Phase - 6)**

Loan no. ID-P303

July'2025

Covers (Stages of Evaluation):

1. Shortlisting of Consultant - Pre-Qualification (Page 3-)

This stage involves the pre-qualification of consultants based on their general experience, specific experience in similar assignments, financial capacity, and compliance with eligibility conditions as per NHIDCL and JICA guidelines. Only firms shortlisted in this stage will proceed to Stage 2.

Evaluation Parameters:

- - Experience in similar highway supervision projects
- - Financial strength (turnover, net worth)
- - Technical staffing and organizational structure
- - Eligibility compliance including NHIDCL debarment rules

2. Technical Proposal Evaluation (Page _)

Technical Proposal of only Prequalified /Shortlisted consultants from Stage 1 will be opened. Evaluation will be based on Quality parameters including approach and methodology, team qualifications, past project experience and project understanding.

Technical Evaluation Criteria:

- - Approach and Methodology
- - Work Plan and Schedule
- - Team Composition and CVs of Key Experts
- - Experience with similar assignments as firm
- - Compliance with INFRACON registration

3. Financial Proposal Evaluation Page ()

Financial Proposals of only those consultants who qualify the Technical Evaluation will be opened. Evaluation will be based on cost effectiveness. Final selection will be based on QCBS (Quality and Cost-Based Selection) with a weight of 80:20 assigned to Technical and Financial scores respectively.

Financial Evaluation:

- - Cost of services (man-months, reimbursable)
- - Taxes and Duties
- - Compliance with FIN Forms

Letter of Invitation

Date: [03.10.2024]

LOI No. : [NHIDCL/Tripura/AE/KTH /JICA Phase-VI//NH-208/2021]

Client: [National Highways & Infrastructure Development Corporation Ltd.]

Country: [INDIA]

JICA Loan No. : [ID-P303]

Project Name: [North East Road Network Connectivity Improvement Project (Phase 6)]

Assignment Name : *[Authority's Engineer for Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan]*

To

All Bidders.

1. The National Highways & Infrastructure Development Corporation Limited (NHIDCL) invites proposals from consultancy firm for Authority Engineer(AE) on the basis of International Competitive Bidding for “: *Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan.*” The Government of India (hereinafter called as the Borrower is receiving financing from Japan International Cooperation Agency (JICA) toward the cost of the Project under the Scheme North East Road Network Connectivity Improvement Project (Phase -6).
2. More details on the services are provided in the Terms of Reference.
3. Shortlisting of firms: - Instant bidding will be Three (03) Cover bidding system which will comprise Shortlisting of bidders from Stage-1 evaluation and then the shortlisted bidders Technical Proposal will be evaluated.
4. It is not permissible to transfer this invitation to any other firm. Proposal of the Shortlisted Consultant's through Stage-1 evaluation shall only be considered without change in composition. The composition of the firm shall duly be marked on INFRACON Website aswell. Any deviation will lead to disqualification of the proposal for further evaluation.
5. A firm will be selected under QCBS (Quality and Cost-Based Selection) and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans as mentioned in this RFP. The selected AE shall be intimated to the JICA and to the Contractor.
6. The documents for Stage-1 (Shortlisting) and for Stage 2 & 3 are to be submitted separately in different covers in CPPPP Website. The result for Stage 1 evaluation i.e Shortlisting of Consultants will be uploaded on CPPP and INFRACON website and the bidders are requested to submit their representation (if any) on or before 3 days of uploading the result. Subsequent to evaluation of representations, the final list of Shortlisting will be uploaded on CPPP website. Subsequently the Technical Proposal of Shortlisted consultants will be considered for evaluation and finalization of H1 bidder.

7. Please inform us in writing by 25.07.2025 [14 days of this Lol] at the address below, upon receipt: that you received the Letter of Invitation; and whether you will submit a proposal alone or as a Joint Venture.

Ralceme S.
General Manager (Tech)
1st and 2nd Floor, Tower A,
NHIDCL, World Trade Center
Nauroji Nagar, New Delhi-110029
Telephone: 011-26768909
e-mail: gmt-tripura@nhidcl.com

The RFP Document has been uploaded on CPP Portal (<https://eprocure.gov.in>) and NHIDCL website (www.nhidcl.com) w. e. f. 11.07.2025 to 08.08.2025 upto 1430 hrs. RFP document has also been uploaded on INFRACON* Portal (<http://infracon.nic.in/>). Technical proposal is to be submitted through INFRACON Portal. In addition, hard copy of the documents in original, as mentioned at Clause 10.1(d) of Data Sheet are to be submitted at the address mentioned at Para 6 above. The Consultants (the firm and personnel included in the proposal) must get registered on the INFRACON Portal and upload their credentials/experience on INFRACON. For any information on INFRACON, the Consultancy Firms/ Key Personnel may contact at email: support-infracon@gov.in. It may please be ensured that the Financial Proposal is to be uploaded on CPP Portal (<https://eprocure.gov.in>) only. RFP submission must be received not later than 1100 hrs on 15.11.2024 in the manner specified in the RFP document

(*In order to make the evaluation process more objective, user friendly and transparent, NHIDCL has developed INFRACON portal (www.infracon.nic.in) which is a comprehensive National Portal for Infrastructure Consultancy firms & Key Personnel. The Portal has facility to host Consulting Firm's & Personnel Credentials online with linkage to Aadhar & Digilocker for Data , Consulting firm's & storage, validation & purity. The Information available on the portal would also be made available in Public Domain).

(**Key Personnel and Key Experts are used as synonyms in this document)

8. As part of the Standard Operating Procedure for adoption of Integrity Pact, an Independent External Monitor (IEM) has been appointed in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport & Highways, Govt. of India. The contact detail of IEM can be seen on the website of NHIDCL

9. Details on the proposal's submission date, time and address are provided in Clause 12.6 of the Instructions to Consultants (ITC).

Yours sincerely,

Insert signature

Ralceme S.
General Manager (Tech)
1st and 2nd Floor, Tower A,
NHIDCL, World Trade Center
Nauroji Nagar, New Delhi-110029
Telephone: 011-26768909
e-mail: gmt-tripura@nhidcl.com

1. Shortlisting of Consultant - Pre-Qualification

1. National Highways & Infrastructure Development Corporation Limited (NHIDCL) invites proposals on the basis of International Competitive Bidding (ICB) from eligible consulting engineering firms/ companies/ Joint Ventures to undertake and perform the duties and functions of Authority's Engineer for supervision work of *Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan*"

2. The details of the project packages are given below:

S. No.	Consultancy Package	NH No.	Project Length (Km)	Estimated Cost (Cr.)	Assignment period (months)
1	Package-I - Improvement and Widening to Two Lane with paved shoulder of road from Km 101.300 to km 127.319 (Total Length 26.019 Km) i.e. the Khowai –Teliamura section of NH 208 (Package I) in the state of Tripura on EPC under JICA ODA Loan Phase –VI	NH208	26.019 km	Rs. 228.16 Cr	24 months of construction + 60 month of Maintenance period
2	Package-II - Improvement and Widening to two lane with paved shoulder of road from existing Km 438.170 (Khowai Chowmuhan) to existing Km 439.410 (South Pulinpur) of NH-08 and from design Km 0.000 (South Pulinpur) to design Km 36.00 (near Rangamati) of NH 208 on Khowai – Teliamura- Harina section (Total length 37.24) (Package-II) in the state of Tripura on EPC mode under JICA ODA Loan Phase-6	NH208	37.24 km	Rs 331.39 Cr	24 months of construction + 60 month of Maintenance period
3	Package-III- Improvement and Widening to two lane with paved shoulder of road from design Km 36.000 (Rangamati) to design Km 72.000 (Pati Chhari) (Total length 36.000 Km) on Teliamura to Harina section of NH 208 (Package –III) in the state of Tripura on EPC mode under JICA ODA Loan Phase-6	NH208	36.00 km	Rs 316.60 Cr	24 months of construction + 60 month of Maintenance period
4	Package-IV - Improvement and Widening to two lane with paved shoulder of road from design Km 72.000 (Pati Chhari) to design Km 107.654 (Harina) (Total length 35.654 Km) on Teliamura to Harina section of NH 208 (Package-IV) in the state of Tripura on EPC mode under JICA ODA Loan Phase 6	NH208	35.654 km	Rs381.89 Cr	24 months of construction + 60 month of Maintenance period
	TOTAL -		134.913 km	Rs. 1258.04 Cr	

3. Construction period for each civil contract package shall be 24 months and Maintenance cum Defect Liability Period shall be 60 months. The total time period for assignment of the Authority's Engineer shall be 24 months during the Construction Period and 60 months during the Maintenance period with reduced man power.

4. Instructions for submission of the proposal of interest are enclosed at Annexure-I and guidelines for the preparation for the Shortlisting of Consultants for further evaluation is enclosed at **Annexure-II**.

Eligible Consulting Engineering firms/Joint Ventures interested in short-listing for Authority's Engineer should fill up the enclosed form (**Annexure-III**).

5. The sole applicant/members of Joint Venture (JV) should have experience as specified in Annexure-IV. Experience of project supervision in projects that have been substantially completed (not less than 90% of Contract value) shall be considered towards qualifying experience. For avoidance of doubt, it is clarified that those projects shall also be considered where the Provisional Completion Certificate for the project has been issued and the Authority/ Client have certified that the Project Highway has been safely put to the use of the road users.

6. Only those consultants who satisfy minimum eligible criteria need to apply. Client certificates shall be required for experience in both DPR and project Supervision. In case, a Consulting Engineering firm claims experience for a project undertaken as a member of JV, the particular firm's position in the JV needs to be clearly brought out in the Client's certificate or in a supporting sheet by the firm itself. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60% for lead partner and 40% for other partner.

7. The Authority shall evaluate 1st Stage (shortlisting) proposals based on relevant experience of project monitoring, construction supervision, contract management, etc., in accordance with pre-determined criteria as detailed in LOI and there upon shortlist 05 (five) qualified firms. The Short listing shall be done based on the marks obtained by the firm after evaluation of firm's experience, credential etc. The points assigned for evaluation criteria have been given in **Annexure-V**.

8. Detailed evaluation criteria which is to be used for evaluation of proposals is as indicated at Annexure-VI. The Consultant shall also carryout self-evaluation based on the evaluation criteria at Annexure-VI. While submitting the self-evaluation along with proposal, the Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL)

INSTRUCTIONS FOR SHORTLISTING PROPOSAL

1. The documents shall be the basis of shortlisting Consultants who will submit proposals for the services required for the subject consultancy project mentioned in the Letter of Invitation.
2. All applications shall be submitted in English.
3. Power of Attorney (on stamp paper and duly notarized) of the person submitting the shortlisting proposal on behalf of the applicant shall be attached.
4. A particular Consulting Engineering firm is allowed to be an eligible applicant provided it has applied either as a sole firm or in Joint Venture. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead partner + 1 other JV partner). In case of the application made by a Joint Venture, either Joint Venture MOU/Agreement or the Letter of Intent to form the Joint Venture shall be attached along with all necessary details. The Applicant whether a sole applicant or Joint Venture applicant may include an Associate company during RFP stage. The applicant may include as Associate Company during Shortlisting stage as well by submitting letter of Consent from the Associate Company.
5. A Consulting Engineering firm may apply for consultancy project either as a sole applicant or as a member of Joint venture for different consultancy packages. Formulation of more than one JV with different partners for the same consultancy package is NOT allowed and all such Shortlisting involving the firm shall be treated as non-responsive.
6. Submission must be addressed to the following:

Ralceme S.
General Manager (Tech)
1st and 2nd Floor, Tower A,
NHIDCL, World Trade Center
Nauroji Nagar, New Delhi-110029
Telephone: 011-26768909
e-mail: gmt-tripura@nhidcl.com

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

GUIDELINES FOR PREPARATION OF Stage-1 (Shortlisting) proposal

Consulting firms/ companies/ joint ventures, interested to be considered for the services contemplated, shall fill up the enclosed proposal form (**Annex-III**) in single copy.

The numbers below correspond to the numbers contained in the enclosed form (**Annex-III**):

1. Indicate the consultancy package(s) for which the application is to be considered.
2. Complete name of firm, date of establishment and type of organization whether individual, proprietorship, partnership, private limited company, limited company, etc.
3. Name of affiliate firms, their years of establishment, countries of origin and type of organization.
4. Exact and complete home and office address, business address, telephone number, Fax number, E- mail and cable address. For consulting firms of foreign registry, indicate if there is any branch office(s) established in India with details in the aforesaid manner. Information is to be furnished by the sole applicant or members of JV individually.
5. If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ies) and the year(s) of their original establishment are to be furnished by the sole applicant or members of JV individually.
6. Information containing brief narrative description of the firms is to be furnished by the sole applicant or members of JV individually.
7. List not more than two (2) principals who may be contacted by this Office. Listed principals must be empowered to speak for the firm on policy and contractual matters. Information is to be furnished by the sole applicant or members of JV individually.
8. (i) Indicate the number of employees by discipline. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his/her primary functions.
(ii) Indicate the number of permanent / regular employees (employed with the firm for at least last one year from the due date of submission of proposal) by discipline with experience of 5 to 10 years/ more than 10 years/ having at least one year experience in projects executed with funding assistance from World Bank, Asian Development Bank, Japan International Cooperation Agency or any other Multilateral Agency.
9. Under this item, indicate the financial figures from consultancy business for last three (3) financial years. Gross fees received as Sole Consultant or in Joint Venture with other consulting firms separately for design consultancy and supervision consultancy.
10. This item represents the completed highway and bridge consultancy projects of the consultant and those handled during last ten (10) years. The first column represents the serial number of all eligible projects. The second column represents the name of the project, year of commencement and how it was accomplished, i.e., as Sole Consultant or through Joint Venture or as an associate with other Consultants. If it was implemented as an associate with other consultant, indicate name of the consultant. Third column represents the consulting services rendered, defining as clearly as possible. Fourth column represents length of project. Fifth column represents the Client whom the services were rendered and the address of the Client. Sixth and seventh column represents the fee received by the Consultant and the last column represents the duration of services. The fee should be stated in Indian Rupees. The currency conversion rate shall be furnished, if applicable. Attach services completion certificates or any equivalent proof to substantiate the experience. The firm should furnish the project-wise supporting statement which best illustrates the experience of the firm relevant to the project.

Annexure- III

FORM FOR CONSULTING ENGINEERING FIRM/ JOINT VENTURE
(To be filled up by each of the constituent firm in case of a Joint Venture)

1. Consultancy package for which this application is to be considered (please mention YES/ NO in the last column of following table to confirm whether this application is to be considered or not for a particular consultancy package):

S. No.	Project Stretch	Existing Chainage	Design Length (km)	YES/ NO
1			134.913 km	

A Consulting Engineering firm may apply for subject consultancy project either as a sole applicant or as a member of Joint venture. Formulation of more than one JV with different partners for the same consultancy package is NOT allowed and all such proposals involving the firm shall be treated as non-responsive.

2 & 3.

Consultant	Year Established	Country	Type of organization			
			Individual	Partnership	Corporation	Other
2. Name						
3. Affiliated Firms						

4. OFFICE / BUSINESS ADDRESS / TELEPHONE NOS. / CABLE ADDRESS
5. CONSULTING FIRMS FORMER NAME AND YEAR OF ESTABLISHMENT
6. NARRATIVE DESCRIPTION OF FIRMS (Use other sheet, if necessary)
7. NAME OF, NOT MORE THAN TWO (2), PRINCIPALS WHO MAY BE CONTACTED WITH TITLE AND TELEPHONE NUMBER/FAX NUMBER
8. NUMBER OF PERSONNEL EMPLOYED WITH THE FIRM FOR AT LEAST LAST ONE YEAR FROM THE DUE DATE OF SUBMISSION OF SHORTLISTING PROPOSAL*

Sr. No.	KEY PERSONNEL	NUMBER		
		Experience [#] >10 years	Experience [#] between 5 to 10 years	Experience [#] in projects executed with funding assistance from WB/ ADB/ JIC A or any other Multilateral Agency.
1	Team Leader /Senior Highway Engineer			
2	Senior Contract Expert			
3	Senior Environmental Expert			
4	Senior Social Safeguard Expert			
5	Resident Engineer/ Highway Engineer			
6	Bridge/Structural Engineer			
7	Material/QC Engineer			

A list mentioning the name and INFRACON e-mail ID of the above mentioned Key Personnel is required to be enclosed.

[#]Experience here means experience in the capacity of Independent Consultant/ Independent Engineer/ Authority Engineer/ Project Supervision Consultants/DPR Consultancy project/Project Manager (Construction/Construction supervision). In Govt. Organization, Superintending Engineer and above (or equivalent) for Team Leader and Executive Engineer and above (or equivalent) for other key personal positions.

9. FINANCIAL STATEMENT OF THE LAST THREE FINANCIAL YEARS

Sl. No	Particulars	2022-23	2023-24	2024-25
I.	Annual turnover from Consulting business			
II.	Total Assets			
III	Current Assets			
IV	Total Liabilities			
V	Current Liabilities			
VI	Net Worth			
VII	Working Capital			
VIII	Net Profit			

- Note:**
- The amount shall be stated in INR .
 - The currency conversion rate for the respective years shall be taken as per 31st March of every financial year.
 - The application with amount stated in currencies other than INR shall be treated as non-responsive.

10. HIGHWAY PROJECTS HANDLED BY THE CONSULTING FIRMS DURING LAST TEN YEARS (Only those projects be included, which are supported by the certificate of the clients mentioning that the consultancy work has been completed or substantially completed satisfactorily (substantial completion means 90% work in financial value having been executed). In case of project supervision works, those projects shall also be considered where the Provisional Completion Certificate for the project has been issued and the Authority/ Client have certified that the Project Highway has been safely put to the use of the road users.

S No	Projects Name/ Year	Type of Services Rendered including (A,B,C,D)	Length of Project (kms)	Client (With complete address, contact person, telephone Nos. and Fax Nos.)	Fee in INR (Applicant's share in case of JV)		Duration
	Prime Consultant or Joint Venture (Road/Highway projects with or without bridges)				Fee for IC/IE Project Supervision/ Authority Engineer	Fee for design and other services	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- A - Design of 4/6-laned highway projects or Expressways.
- B - Design of 2-lane highways projects.
- C - Independent Consultant/ Independent Engineer/ Project Supervision/ Authority Engineer of 2/4/6 lane highway projects
- D - Design / Proof checking of major highway structures.

Note: Please also clearly mention if the project(s) has been executed with funding assistance from World Bank, Asian Development Bank, Japan International Cooperation Agency or any other Multilateral Agency.

Supporting Statements to Clients' certificates may be furnished giving full details of the projects carried out as below:

Name of Overall Project : _____

Location of Overall Project : _____

Owner's Name and Address : _____

Completion (Actual/ Estimated) : _____

Description of Project : _____

Description of Services Provided by the Firm: _____

I certify that the information in the above form is true to the best of my knowledge.

PRESIDENT / MANAGING DIRECTOR OR
AUTHORIZED SIGNATORY#

* Please attach Power of Attorney as described or valid authorization.

ELIGIBILITY CRITERIA

1. The eligibility criteria in respect of experience of firms have been mentioned below:

A). Eligibility Criteria for sole applicant firm or lead partner in case of JV

S.No.	Experience of the firm in last 10 years		Annual Turnover*
	Preparation of DPR (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
1 (a)	The firm should have minimum experience of preparation of Detailed Project Report/ Feasibility Study cum Preliminary Design Report of 2**-laning of aggregate length equal to 2 times of Project Length*** or more of similar category for which RFP is invited.	The firm should have minimum experience of Project Supervision/ Independent Engineer/Authority's Engineer of 2**-laning of aggregate length equal to 3 times of Project Length*** or more of similar category for which RFP is invited.	Annual turnover (updated average of last 3 years) of the firm from consultancy business should be equal to or more than 2% of Estimated Project Cost.
1 (b)	Firm should also have prepared DPR/Feasibility Study cum Preliminary Design Report for at least one project of similar category of 2**-laning of minimum 40% of Project Length***.	Firm should also have experience of Project Supervision as Independent Consultant/ Independent Engineer/ Authority Engineer/ Project Supervision Consultants of at least one project of similar category of 2**-laning of minimum 40% of Project Length***.	

* Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned.

**Experience of 4-lane (or more) also to be considered with a multiplication factor of 1.5

***Project Length for each consultancy package shall be the design length of that package as mentioned in the Table at Para 2 above.

B). Eligibility Criteria for partner in case of JV (not more than one partner shall be allowed) The lead partner must fulfill at least 50% of requirements at 1(a) of table in para (A) above and other JV partner should fulfill at least 30% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV

partner jointly should meet the eligibility criteria as mentioned at 1(a) of table in para (A) above. Lead partner should meet the criteria 1 (b) of table in para (A) above.

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

[#]For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover.

1. POINTS ALLOCATED FOR EVALUATION CRITERIA

S. No.	Description	Marks
1.	Year of Establishment of Firm	10
2.	Average Annual Turnover (last three years)	10
3.	Number of Key Personnel	10
4.	Experience of the firm in DPR/ Feasibility Study cum Preliminary Design Report preparation for National Highway projects during the last 10 years.	10
5.	Experience of the firm in DPR/ Feasibility Study cum Preliminary Design Report preparation for National Highway projects with atleast one Major Bridge/ ROB/Flyover during the last 10 years.	10
6.	Experience of the firm as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants for Highway projects during the last 10 years.	30
7.	Experience of the firm as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants for Highway projects during the last 10 years with atleast one Major Bridge/ ROB/Flyover.	10
8.	Experience of the firm as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants for Highway projects during the last 10 years executed with funding assistance from World Bank, Asian Development Bank, Japan International Cooperation Agency or any other Multilateral Agency.	10
TOTAL		100

The firms should score at least 75 marks for qualifying to the next stage.

5.									
	Add more lines, if required								
Total									
Whether fulfils Eligibility Criteria		(YES/NO)		(YES/NO)		(YES/NO)		(YES/NO)	(YES/NO)

(b) Eligibility Criteria for other JV Partner (and combined Lead Partner + Other Partner):

Name of firm: _____

S. No.	Experience (during last 10 years) of preparation of DPR/ Feasibility Study cum Preliminary Design Report of 2*-laning projects of similar category for which RFP is invited			Experience (during last 10 years) of Project Supervision/ Independent Consultant/ Independent Engineer/ Authority’s Engineer of 2*-laning projects of similar category for which RFP is invited			Annual average turnover	
	Aggregate length equal to or more than 2 times Project Length***.			Aggregate length equal to or more than 3 times Project Length***.			>2% of the total estimated cost of the project i.e. Rs. 1258.04 Cr	
	1(a)			1(a)				
	Other JV Partner (30%)		Lead Partner + Other Partner (100%)	Other Partner (30%)		Lead Partner + Other Partner (100%)	Other Partner (30%)	Lead Partner + Other Partner (100%)
(1)	(2)		(3)	(4)		(5)	(6)	(7)
	Detail (with ref. page no.)	Weighted** length	Aggregate Weighted** length	Detail (with ref. page no.)	Weighted** Length	Aggregate Weighted** length		
1.								
2.								
3.								

4.								
5.								
	Add more lines, if required							
Total								
Whether fulfils Eligibility Criteria		(YES/NO)	(YES/NO)		(YES/NO)	(YES/NO)	(YES/NO)	(YES/NO)

2. Second stage evaluation (to be carried out separately for each consultancy package for which Proposal is submitted and meets the minimum eligibility criteria as per first stage evaluation):

Name of firm: _____

Consultancy Project. _____

S.No.	Criteria	Max Marks	Marks Obtained	Remarks/ reference(s)
1	Year of Establishment of Firm (For Sole applicant or lead partner in JV)	10		Provide reference page no. in submitted Shortlisting Proposal
	Minimum 5 Years from due date of submission of proposal	7.5		
	0.25 marks for every additional complete year	2.5		
2	Average annual turnover of last three financial years	10		
	Minimum 2% of project cost	7.5		
	0.5 marks for every additional 0.5% of project cost	2.5		
3	Number of Key personnel (employed with firm for at least 1 Year) - For Sole applicant or both the JV Partners combined together.	10		
	3.1 Number of Key personnel having experience between 5 to 10 years	4		
	Minimum 20 Personnel	3		
	0.25 marks for every additional 5 Key personnel	1		
	3.2 Number of Key personnel having experience more than 10 years	4		
	Minimum 10 Personnel	3		
	0.5 marks for every additional 5 Key personnel	1		
	3.3 Number of Key personnel having minimum 1 year experience in WB/ ADB/ JICA Projects	2		
	Minimum 5 Personnel	1.5		
	0.1 marks for every additional Key Personnel	0.5		
4	Experience (during last 10 years) of preparation of DPR/Feasibility Study cum Preliminary Design Report of 4*-Laning National Highway projects (For Sole applicant or both the JV partners combined together)	10		
	4.1 Based on aggregate length	6		Total value of aggregate weighted** length in col. 3 in the table 1 (A) (for sole applicant) or 1 (B) (b) (for JV-Lead Partner + Other Partner) of first stage evaluation
	Minimum 2 times Project Length ***	4.5		
	0.5 marks for every additional 0.5 times Project Length ***	1.5		
	4.2 Based on number of projects of minimum 40% of Project Length ***	4		Provide reference page no. and/or project s. no. in submitted proposal
	1 project	3		
	0.5 marks for every additional project	1		

5	Number of Highway projects for preparation of DPR/ Feasibility Study cum Preliminary Design Report of 2*- Laning National Highway projects during the last 10 years of minimum 40% of Project Length*** with atleast one Major Bridge/ROB/Flyover (For Sole applicant or both the JV partners combined together)	10		Provide reference page no. and/or project s. no. in submitted Shortlisting Proposal
	1 project	7.0		
	0.5 marks for every additional project.	1.5		
	Add 1 marks if any project qualifying above has a Major Bridge/ROB/Flyover >200m (excluding approaches)	1.0		
6	Experience (during last 10 years) of Project Supervision/ Independent Consultant/ Independent Engineer/ Authority's Engineer of 4*-Laning National Highway projects of similar category for which RFP is invited (For Sole applicant or both the JV partners combined together)	30		Total value of aggregate weighted** length in col. 7 in the table 1(A) (for sole applicant) or col. 5 in the table 1(B) (b) (for JV-Lead Partner + Other Partner) of first stage evaluation
	6.1 Based on aggregate length	15		
	Minimum 3 times Project Length ***	11.25		
	0.75 marks for every additional 0.5 times Project Length***	3.75		Provide reference page no. and/or project s. no. in submitted Shortlisting Proposal
	6.2 Based on number of projects of minimum 40% of Project Length***	15		
	a) 1 project	11.25		
	b) 0.75 marks for every additional project	3.75		
7	Number of Highway projects of Project Supervision/Independent Consultant/ Independent Engineer/ Authority's Engineer of 4*-Laning National Highway projects during the last 10 years of minimum 40% of Project Length*** with atleast one Major Bridge / ROB / Flyover (For Sole applicant or both the JV partners combined together)	10		
	1 project	7.5		
	0.5 marks for every additional project.	1.5		
	Add 1 marks if any project qualifying above has a Major Bridge/ROB/Flyover >200m (excluding approaches)	1.0		

8	Number of Highway projects as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants of 4*-Laning during the last 10 years (WB/ADB/JICA funded projects) (For Sole applicant or both the JV partners combined together)	10		
	a) 1 project	7.5		
	b) 1.25 marks for every additional project.	2.5		

* Experience of 4-lane (or more) also to be considered with a multiplication factor of 1.5

** Weightage shall be as per the Note at the end of the Clause 1 of Annexure IV.

***Project Length for consultancy work shall be the design length as mentioned in the Table at Para 2 above of the stage-1.

2&3. RFP for Technical and Financial Proposal Evaluation Stage after Shortlisting

SECTION-I

QCBS - Instructions to Consultants

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Instructions to Consultants

A. General Provisions

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them.

(a) “Affiliate(s)” means an individual or a firm that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) “Applicable Guidelines” means the Guidelines for the Employment of Consultants under Japanese ODA Loans, **specified in the Data Sheet (DS)**, governing the selection and Contract award process as set forth in this RFP.

(c) “Borrower” means the Government, Government agency or other entity that signs the Loan Agreement with JICA.

(d) “Client” means the entity **as specified in the DS 2.1**, that signs the Contract for the Services with the selected Consultant.

(e) “Consultant” means any firm or a JV that may provide or provides the Services to the Client under the Contract.

(f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.

(g) “Data Sheet” or “DS” (Section II of the RFP) means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, or amend the provisions of the ITC.

(h) “day” means calendar day.

(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant, Subconsultant or JV member(s).

(j) “firm” means a private entity, a state-owned enterprise or institution.

(k) “Government” means the government of the Client’s country.

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(l) “Instructions to Consultants” or “ITC” (this Section I of the RFP) means an integral part of the RFP that

provides the shortlisted Consultants with all information needed to prepare and submit their Proposals.

- (m) “JICA” means the Japan International Cooperation Agency.
- (n) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) is taken into account in the technical evaluation of the Consultant’s Proposal.
- (p) “LOI” means the Letter of Invitation which is sent by the Client to the shortlisted Consultants, attaching the RFP.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “ODA” means Official Development Assistance.
- (s) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant, or both, as appropriate.
- (t) “Provisional Sum” means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sum may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (u) “Provisional Sum for Contingency Allowance” means

the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased

quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or (iii) any other even which entitles the Consultant to additional

payment.

- (v) “QCBS” means Quality- and Cost-Based Selection.
- (w) “RFP” means this Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (x) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (y) “Specified Provisional Sum” means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.
- (z) “SRFP” means the Standard Request for Proposals.
- (aa) “Subconsultant(s)” means a firm or an individual to whom/which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (bb) “Terms of Reference” or “TOR” (Section VI of the RFP) means an integral part of the RFP that describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

2. Introduction

- a. **Scope of Proposal**
 - 2.1 In connection with the LOI **specified in the DS**, the Client as **specified in the DS** located in the country, as **specified in the DS**, issues this RFP for the assignment of consultancy

services as specified in Section VI, Terms of Reference.

The name of the Project and the name of the assignment are **specified in the DS**.

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|-------------------------------|-----|--|
| b. Interpretation | 2.2 | Throughout this RFP: <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form and delivered against receipt; and (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular. |
| c. Source of Funds | 2.3 | <p>The Borrower specified in the DS has received or has applied for a Japanese ODA Loan from JICA in the amount and with the signed date of the Loan Agreement specified in the DS towards the cost of the Project specified in the DS. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the Contract for which this RFP is issued.</p> <p>Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Employment of the Consultants under Japanese ODA Loans specified in DS 1.1(b). No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.</p> <p>The above Loan Agreement will cover only a part of the Project cost. As for the remaining portion, the Borrower, the Executing Agency and the Client will take appropriate measures for finance through other sources as specified in the DS.</p> |
| d. Method of Selection | 2.4 | The Client will select the Consultant from the shortlisted Consultants, in accordance with the QCBS method of Selection. |
| | 2.5 | The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in DS 2.1 . The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. |
| e. Local Conditions | 2.6 | The Consultant shall familiarize themselves with the local conditions relevant to the Services and take them into account in preparing their Proposal, including attending a |

pre-proposal conference if one is arranged under ITC 8.2.

- f. Project Data and Reports** 2.7 The inputs, relevant project data, and reports **as specified in the DS** are provided with this RFP at no cost for the preparation of the Consultant's Proposal.

3. Conflict of Interest

- a. Impartiality** 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

- b. Conflict of Interest** 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

Without limitation on the generality of the foregoing the Consultant including Subconsultants shall not be hired under the circumstances set forth below:

- (a) Conflict between consulting activities and procurement of goods or non-consulting services:

A Consultant that has been engaged to provide goods or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- (b) Conflict among consulting assignments:

Neither a Consultant nor any of its Affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.

- (c) Relationship with Borrower's staff:

A Consultant that has a close business relationship with a professional personnel of the Borrower (or the Project Executing Agency, or the Client) who are

directly or indirectly involved in any part of:

- (i) preparation of the TOR for the assignment;
- (ii) selection process for the assignment; or
- (iii) supervision of the Contract resulting from the selection process;

shall be disqualified.

- (d) One Bid per Bidder:

Based on the “One Bid per Bidder” principle, which is to ensure fair competition, a firm, and any Affiliates shall not be allowed to submit more than one Proposal, either individually as a single firm or as a member of a JV. A firm (including its Affiliate), if acting in the capacity of a Subconsultant in one Proposal, may participate in other Proposals, only in that capacity.

- (e) Any other form of conflict of interest other than (a) through (d) of this ITC 3.2.

4. Corrupt and Fraudulent Practices

4.1 It is JICA’s policy to require that the Consultants, as well as the Borrowers, the Project Executing Agencies and the Clients under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject the result of evaluation of Proposals if it determines that the Consultant evaluated as the highest-ranked has engaged in any corrupt or fraudulent practice in competing for the contract in question.
- (b) will recognize a Consultant as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Consultant has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the DS.**
- (c) will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant or Subconsultant, who has a direct contract with the Consultant, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed

three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Consultant or Subconsultant so debarred if, in the Borrower's view, the ineligibility of such Consultant or Subconsultant would result in a clear and substantial disadvantage to the Borrower.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started operating cross debarment, as "cross debarment decisions by the Multilateral Development Banks." The list of debarred firms and individuals is available at the electronic address **specified in the DS**.

JICA will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant is debarred by the World Bank Group for the period starting from the date of issuance of this Request for Proposals up to the signing of the contract, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower.

If it is revealed that the Consultant was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Consultant.

If it is revealed that the Subconsultant, who has a direct contract with the Consultant, has been debarred by the World Bank Group as of the sub-contract date, JICA will in principle require the Borrower to have the Consultant cancel the sub-contract immediately, unless

(i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. If the Consultant refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

4.2 If the Client determines, based on reasonable evidence, that the Consultant has engaged in any corrupt and fraudulent practice, the Client may disqualify such Consultant after notifying the grounds of such disqualification.

4.3 Furthermore, the Consultant shall be aware of the provision stated in Clause 1.10 of the General Conditions of Contract.

5. Eligibility

5.1 The Consultant may be a single firm or a JV. In the case of a JV:

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms,
- (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the selection process and, in the event the JV is awarded the Contract, during contract execution, and
- (c) Proposal submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Proposal shall be signed by all members and submitted with the Proposal. The JV Agreement or a formal letter of intent, as the case may be, shall indicate at least the portion of the assignment to be executed by each member.

5.2 The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

5.3 The Consultant that has been determined to be ineligible by JICA in accordance with ITC 4.1 above, shall not be eligible to be awarded a contract.

5.4 The Consultant shall provide such evidence of its continued eligibility satisfactory to the Client, as the Client shall reasonably request.

B. Preparation of Proposals

6. Preparation of Proposals

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|---------------------------------------|-----|---|
| a. Completeness of RFP | 6.1 | Unless obtained directly from the Client, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance with ITC 8.3. In case of any contradiction, documents obtained directly from the Client shall prevail. |
| b. Information to be furnished | 6.2 | The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable. |
| c. Cost of Proposals | 6.3 | The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| d. Language of Proposals | 6.4 | The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language specified in the DS . |
| | 6.5 | Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern. |

7. Proposal Validity Period

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|---------------------------|-----|---|
| a. Validity Period | 7.1 | The Consultant's Proposal must remain valid for a period specified in the DS after the Proposal submission deadline. |
| | 7.2 | During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the |

Key Experts, the proposed rates and the total price.

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| | 7.3 | If it is established that any Key Expert nominated in the Consultant's Proposal was not scheduled at the time of Proposal submission to be available or was named in the Proposal without confirmation of his/her availability, such Proposal shall be disqualified and rejected from further evaluation. |
| b. Extension of Validity Period | 7.4 | The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal subject to the provisions under ITC 7.6. |
| | 7.5 | The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated. |
| c. Substitution of Key Experts at Validity Extension | 7.6 | If any of the Key Experts becomes unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. |
| | 7.7 | If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected. |
| d. Sub-Consulting | 7.8 | The Consultant shall not propose Subconsultants for the whole of the Services. |
| e. Delayed Contract Signing | 7.9 | <p>If the contract signing is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial period of proposal validity, the amounts payable under the Contract shall be determined as follows:</p> <p>(a) In the case of fixed price contracts, the amounts payable under the Contract shall be the price of the Financial Proposal adjusted by the factor specified in the DS.</p> <p>(b) In the case of adjustable price contracts, no adjustment shall be made.</p> |

In any case, evaluation shall be based on the price of the Financial Proposal without taking into consideration the applicable correction from those indicated above.

8. Clarification and Amendments of RFP

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| <p>a. Clarification of RFP</p> | <p>8.1</p> | <p>The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address specified in the DS or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later than twenty-one (21) days prior to that deadline. The Client shall forward copies of its response to all shortlisted Consultants, including a description of the inquiry but without identifying its source. If so specified in the DS, the Client shall also promptly publish its response on the Client's web page identified in the DS. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.</p> |
| <p>b. Pre-Proposal Conference</p> | <p>8.2</p> | <p>If so specified in the DS, the Consultant's designated representative is invited to attend a pre-proposal conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-proposal conference is at the Consultants' expense.</p> <p>Minutes of the pre-proposal conference, if applicable, including the text of the questions asked by the Consultant, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all shortlisted Consultants. Any modification to the RFP that may become necessary as a result of the pre-proposal conference shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 8.3 and not through the minutes of the pre-proposal conference. Nonattendance at the pre-proposal conference will not be a cause for disqualification of a Consultant.</p> |
| <p>c. Amendment of RFP</p> | <p>8.3</p> | <p>At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give the Consultants</p> |

reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.

- 8.4 The Consultant may submit a modified Proposal substituting the already submitted Proposal or submit a modification to any part of the already submitted Proposal, in accordance with ITC 12.8 at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the Proposal submission deadline except as permitted under ITC 7.6.

9. Preparation of Proposals – Specific Considerations

- 9.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) For the purpose of submitting a Proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:
 - (i) associating with other firms or individuals as Subconsultants, in which case such other firms or individuals shall not be liable for the Contract, and/or
 - (ii) forming a JV with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the JV, in which case the shortlisted Consultant shall be the lead member, shall execute a major portion of the assignment, and have the authority to conduct all businesses for and on behalf of any and all of its members. Each member of the JV are liable under the Contract as provided in ITC 5.1(a).
- (b) If the Consultant has been shortlisted through an Expression of Interest, any change in the structure or formation of the Consultant including Subconsultants named in the application in the Expression of Interest after being invited to submit a Proposal shall be subject to the written approval of the Client prior to the Proposal submission deadline. Any such change shall be submitted to the Client not later than twenty-one (21) days before the Proposal submission deadline.

10. Technical Proposal Format and Content

10.1 The Technical Proposal shall comprise the following:

- (a) completed Technical Proposal Forms, in accordance with ITC 10.2;
- (b) Power of Attorney, authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 12.4;
- (c) copy of the JV Agreement, or a formal letter of intent to enter into a JV in the case of a Proposal submitted by a JV in accordance with ITC 5.1; and
- (d) any other document **required in the DS.**

a. Contents

10.2 The Technical Proposal shall provide the information requested in subparagraphs (a) through (h) below, using the forms provided in Section III, Technical Proposal Forms. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

(a) Form TECH-1:

This form entitled “Technical Proposal Submission Form”, once completed, shall be the Technical Proposal Submission Letter.

(b) Form TECH-2:

A brief description of the Consultant’s organization and an outline of recent experience of the Consultant and, in the case of a JV, for each member, on assignments of a similar nature are required in Form TECH-2.

For each assignment, the outline shall indicate the names of all JV members (in the case of a JV), Subconsultants who participated, duration of the assignment, contract amount, and the Consultant’s involvement. Information shall be provided only for those assignments for which the Consultant was legally contracted individually as a single firm or, as a lead firm or one of the members of a JV. Assignments completed by individual Experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the JV members, but can be claimed by the Experts themselves in their CVs. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Consultant shall be prepared to substantiate the experience claimed if so requested by the Client.

(c) Form TECH-3:

Comments and suggestions on the TOR including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client in Form TECH-3.

Comments and suggestions on the TOR and on requirements for counterpart staff and facilities will be evaluated as part of the Technical Proposal and applicable amounts will be included in the Financial Proposal.

(d) Forms TECH-4 & TECH-8:

A description of the approach, methodology and work plan for performing the assignment.

Guidance on the content of this section of the Technical Proposals is provided in Form TECH-4. The work plan shall be consistent with the Work Schedule as indicated in Form TECH-8, which will show in the form of a bar chart the timing proposed for each activity.

(e) Form TECH-5:

The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information in Form TECH-5, duly completed considering the following:

- (i) The Consultants shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position except as permitted under sub-paragraph (ii) below. Failure to comply with this requirement will make the Proposal non-responsive.
- (ii) The Consultant may, where appropriate, propose two or more Key Experts to act jointly for one Key Expert position.

(f) Form TECH-6:

CVs of the Key Experts signed by the Key Experts themselves or by the authorized representative submitting Form TECH-6. In case of CVs signed by the authorized representative, should the firm be ranked first, copies of

the same CVs signed by the Key Experts must be submitted to the Client prior to commencement of contract negotiations.

(g) Form TECH-7:

Estimates (man-months) of the Experts needed to carry out the assignment in Form TECH-7. The man-months input shall be indicated separately for home work and field work.

(h) Form TECH-9:

The Acknowledgement of Compliance with the Guidelines for Employment of Consultants as Form TECH-9. The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant.

- 10.3 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

b. Volume

- 10.4 The contents of the Technical Proposal and the recommended number of pages are indicated in the table below. A page is considered to be one printed side of A4 (210mm × 297mm). If other sizes of paper are used, the number of pages is determined on a pro-rata basis (e.g.: one (1) A3 page is equivalent to two (2) A4 pages.). Excessively voluminous Technical Proposals at the discretion of the Client may not be evaluated.

Technical Proposal Form	No. of Pages
1. Consultant's Organization and Experience	
a. Form TECH-2A Consultant's Organization	Two (2) pages for each entity comprising the Consultant.
b. Form TECH-2B Consultant's Experience	Twenty (20) pages
2. Form TECH-3A Comments and Suggestions on Terms of Reference	No page limits. but shall be concise and to the point.
3. Form TECH-3B Comments and Suggestions on Counterpart Staff and Facilities	Two (2) pages.
4. Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment	Fifty (50) pages inclusive of charts and diagrams.
5. Form TECH-5 Team Composition, Task Assignments and Summary of CV Information	As required for Information requested.
6. Form TECH-6 Curriculum Vitae (CV) for Proposed Key Experts	Five (5) pages for each Key Expert's CV.
7. Form TECH-7 Expert Schedule	As required for information requested.
8. Form TECH-8 Work Schedule	As required for information requested.
9. Form TECH-9 Acknowledgement of Compliance with the Guidelines for Employment of Consultants	As required for information requested.

11. Financial Proposal Format and Content

- 11.1 The Financial Proposal shall comprise the following which shall be prepared using the Forms provided in Section IV, Financial Proposal Forms to be completed as described in subparagraphs (a) through (c) below. The forms shall be

completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The minimum number of man-months required to carry out the Services is **indicated in the DS** for information.

- (a) The Financial Proposal shall list all costs associated with the assignment, including
 - (i) remuneration for Key Experts and Non-Key Experts.
 - (ii) reimbursable expenses **indicated in the DS**.
- (b) The Financial Proposal requires completion of the following forms in Section IV, Financial Proposal Forms.
 - (i) Form FIN-1:
This form entitled “Financial Proposal Submission Form”, once completed, shall be the Financial Proposal Submission Letter.
 - (ii) Form FIN-2:
This form entitled “Summary of Costs” shall summarize the proposed cost(s) by currency(ies). It shall list all costs associated with the assignment, including remuneration for Experts and reimbursable expenses **indicated in DS 11.1(a)(ii)**. The total amounts of remuneration and reimbursable expenses in Form FIN-2 shall be consistent with those amounts in Forms FIN-3 and FIN-4.

The amounts and currencies of the Provisional Sum for Contingency Allowance and the Specified Provisional Sums, if any included in the FIN-2, shall be **as specified in the DS**. The Consultant shall be aware of the provisions stated in Sub-Clause 2.6.4 of the Conditions of Contract.
 - (iii) Form FIN-3:
This form entitled “Remuneration” shall show the details of remuneration.
 - (iv) Form FIN-4:
This form entitled “Reimbursable Expenses” shall show the details of reimbursable expenses.
 - (v) Form FIN-5:
This Form entitled “Table of Adjustment Data”,

shall show the indices and/or coefficients to be applied for the price adjustment formulae.

Unless otherwise specified in the DS, the rates and prices quoted by the Consultant are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Consultant shall furnish the indices and/or coefficients for the price adjustment formulae in the Table of Adjustment Data and the Client may require the Consultant to justify its proposed indices and/or coefficients.

- (c) All activities and items described in the Technical Proposal must be priced. Any activities or items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items provided for in the Financial Proposal.

a. Duties, Taxes and Levies 11.2 All duties, Taxes and levies arising out of the Contract shall be considered and included in the Financial Proposal:

- (a) **unless otherwise stated in the DS 11.2(c)**, the Consultant (including all members of a Consultant JV), all Subconsultants, and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad.
- (b) General information on duties, taxes and levies in the Client's country is **provided in the DS**.
- (c) The estimated amounts of all identifiable duties, taxes and levies in the Client's country (local taxes) shall be indicated in the Financial Proposal as follows:

- (i) Local Taxes to be exempted as "No Pay" exemptions

No amount in respect of any local tax which is **indicated in the DS** as a "No Pay" exemption shall be included or indicated in the Financial Proposal.

- (ii) Local Indirect Taxes exempted as "Pay & Reimburse" exemptions

The estimated amount of any local tax which is **indicated in the DS** as a "Pay & Reimburse" exemption shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. be included in the Contract Price.

(iii) Local Indirect Taxes to be paid by the Client on behalf of the Consultant

The estimated amount of any local indirect tax which is **indicated in the DS** as paid by the Client on behalf of the Consultant shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. not be included in the Contract Price.

(iv) Local Indirect Taxes payable by the Consultant

The estimated amount of any local indirect tax which is not indicated in DS 11.2(c) as exempted or as to be paid by the Client on behalf of the Consultant shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. be included in the Contract Price.

- b. Currency of Proposal and Payment**
- 11.3 The currency(ies) of the Financial Proposal shall be **as specified in the DS.**
 - 11.4 Payments under the Contract shall be made in the currency(ies) in which the Financial Proposal of the selected Consultant is expressed.

C. Submission, Opening and Evaluation of Proposals

- 12. Submission of Proposals**
- 12.1 The Consultant shall submit a signed and complete Proposal comprising the documents in accordance with ITC 10 and

ITC 11. The submission can be sent by mail or delivered by hand.

a. Format and Signing of Proposals

12.2 The Consultant shall prepare one original of the Technical Proposal and one original of the Financial Proposal as described in ITC 10 and ITC 11 respectively, and clearly mark them “TECHNICAL PROPOSAL - ORIGINAL” and “FINANCIAL PROPOSAL - ORIGINAL”, as appropriate.

12.3 In addition, the Consultant shall submit copies of the Technical and Financial Proposals, in the number **specified in the DS** and clearly mark each of them “TECHNICAL PROPOSAL - COPY”, “FINANCIAL PROPOSAL - COPY”, as appropriate.

In the event of any discrepancy between the original and the copies, the original shall prevail.

12.4 The original of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. The authorization shall be in the form of a Power of Attorney included in the Technical Proposal. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

A Proposal submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

12.5 The Consultants shall clearly mark “CONFIDENTIAL” any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets or commercial or financially sensitive information.

b. Sealing and Marking of Proposals

12.6 The Consultant shall enclose:

- (a) in a sealed envelope, duly marked as “TECHNICAL PROPOSAL - ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC 10;
- (b) in a sealed envelope, duly marked as “FINANCIAL PROPOSAL - ORIGINAL”, all documents comprising the

Financial Proposal, as described in ITC 11;

- (c) in sealed envelopes, duly marked as “TECHNICAL PROPOSAL - COPY”, all required copies of the Technical Proposal, sequentially numbered; and
- (d) in sealed envelopes, duly marked as “FINANCIAL PROPOSAL - COPY”, all required copies of the Financial Proposal, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Consultant;
- (b) addressed to the Client in accordance with ITC 12.7; and
- (c) clearly marked with the specific identification of this selection process **specified in DS 2.1**.

The outer envelopes and the inner envelopes containing the Technical Proposal shall be clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF TECHNICAL PROPOSAL”, in accordance with ITC 13.1.

The inner envelopes containing the Financial Proposal shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE CLIENT”, in accordance with ITC 13.7.

If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the Proposal.

c. Proposal Submission Deadline and Late Proposals

- 12.7 The Proposals must be submitted to the address(es) **indicated in the DS** and received by the Client no later than the date and the time **specified in the DS**, or any extension to this date in accordance with ITC 8.3.

Any proposal received by the Client after the deadline for submission of Proposals shall be declared late, rejected and returned unopened to the Consultant.

d. Substitutions and Modifications

- 12.8 The Consultants may substitute, or modify their Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative. The corresponding

substitution or modification of the Proposal must accompany the respective written notice and shall include a copy of the authorization in accordance with ITC 12.4. All notice must be:

- (a) prepared and submitted in accordance with ITC 12.1 through ITC 12.7, and in addition, the respective outer envelopes shall be clearly marked “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Client prior to the deadline prescribed for submission of Proposal, in accordance with ITC 12.7.

13. Opening of Proposals

- 13.1 The Client shall open and read out in public, in accordance with ITC 13.4, all Technical Proposals received by the deadline, at the date, time and place **specified in the DS**, in the presence of designated representatives of the shortlisted Consultants who choose to attend. The Financial Proposals shall remain unopened, sealed and be held in the custody of the Client until they are opened in accordance with ITC 13.7.
- 13.2 First, envelopes marked “SUBSTITUTION” shall be opened and read out and the envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Consultant unopened. Only the Substitution Technical Proposal, if any, shall be opened and read out. Substitution Financial Proposal will remain unopened in accordance with ITC 13.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Technical Proposal opening.
- 13.3 Second, envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Proposal. Only the Technical Proposals, both Original as well as Modification, are to be opened and read out at the Technical Proposal opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITC 13.1.
- 13.4 Next, all other envelopes containing the Technical Proposals shall be opened one at a time, reading out and recording:

- (a) the name and the country of the Consultant, or in case of a JV, the name of the JV, the name and the country of each member of the JV, starting from the lead member;
- (b) whether there is a modification or a substitution;
- (c) the presence or absence of duly sealed envelope with Financial Proposal; and
- (d) any other details as the Client may consider appropriate.

A copy of the record shall be sent to all Consultants who submitted Proposals in time, and to JICA.

- 13.5 At the end of the Technical Evaluation, the Client shall notify in writing the Consultants whose Technical Proposal were determined to be responsive to the key aspects of the RFP and achieved the minimum Technical Score, informing them of the Technical Scores secured by their Technical Proposals, indicating the date, time and place of public opening of the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening.
- 13.6 The Client shall simultaneously notify those Consultants whose Technical Proposals were determined to be non-responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score, informing them of the Technical Scores secured by their Technical Proposals, and return their Financial Proposals unopened.
- 13.7 The Client shall conduct the opening of the Financial Proposals in the presence of the Consultants' representatives who choose to attend at the place, date and time specified by the Client. The expected date for the public opening of the Financial Proposal is **indicated in the DS**.
- 13.8 At the opening of the Financial Proposal, first, the name of the Consultants; and, the Technical Scores of the Consultants shall be read out. Next, all envelopes containing Financial Proposals shall be opened one at a time, reading out and recording:
 - (a) the name of the Consultant;
 - (b) whether there is a modification or substitution;
 - (c) the Price of the Financial Proposal; and

(d) any other details as the Client may consider appropriate.

A copy of the record shall be sent to all Consultants who submitted Proposals in time, and to JICA.

14 Proposal Evaluation

14.1 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under ITC 7.6.

14.2 For the purpose of evaluation of the Proposal, the Client shall appoint an Evaluation Committee comprising of the persons competent for such purpose as its members.

The members of such evaluation committee shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. They shall have no access to the Financial Proposals until the technical evaluation is Concluded.

a. Technical Proposals

14.3 During the evaluation of the Technical Proposals, the Evaluation Committee shall determine if the Technical Proposals are responsive to the key aspects of the RFP and achieve the minimum Technical Score **specified in the DS**, applying the evaluation criteria, sub-criteria, and point system **specified in the DS**.

14.4 A Proposal shall be rejected at this stage if it is determined to be non-responsive to the key aspects of the RFP, particularly the TOR or if it fails to achieve the minimum Technical Score.

b. Financial Proposals

14.5 The Evaluation Committee will review the detailed content of each Financial Proposal and the compatibility of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure that they are:

- (a) complete (i.e., whether the Consultant has priced all items of the corresponding Technical Proposal);
 - (i) Any arithmetical errors will be corrected as follows: in case of discrepancy between a partial amount (sub-total) and the total amount; or between the amount derived by multiplication of unit price with quantity and the total price; or between words and figures; the former will prevail.
 - (ii) In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the

Client's Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total offered price.

- (iii) The prices will be adjusted for evaluation purposes only, if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal.

In case of material omissions of items of reimbursable expenses, the Client will price them by application of the highest unit cost of the omitted item in the Financial Proposals of the other Consultants (or a unit cost reasonably estimated by the Client) and the quantity omitted, and add their cost to the offered price.

In case of omissions of items of remuneration, if less than the minimum number of man-months **specified in the DS 11.1** is provided in the Technical Proposal, the relevant Financial Proposal will be adjusted to reflect the difference between the number of man-months so proposed and the number of the minimum man-months. Such an adjustment will be made for each of the international Experts and National Experts through adding the amount obtained as follows:

$$A_{ad} = (M_{min} - M_{pro}) \times RR_h$$

where:

A_{ad} : Amount adjusted

M_{min} : Minimum number of man-months as specified in DS 11.1

M_{pro} : Number of man-months proposed

RR_h : The highest remuneration rate per month in each category (international or local Experts) among all the Proposals

- (b) in compliance with the requirements set forth in RFP including but not limited to:
- a. Specified Provisional Sums and the Provisional

Sums for Contingency Allowance, which shall be included in the Financial Proposal as specified in DS 11.1(b)(ii).

- b. the validity period which shall be **as indicated in the DS 7.1.**

- 14.6 The evaluated total price (ETP) for each Financial Proposal will be determined including any corrections and adjustments if required in accordance with ITC 14.5(a) above, but excluding non-competitive components indicated in FIN-2 (i.e. Provisional Sum for Contingency Allowance, Specified Provisional Sums and local indirect taxes); and

The ETP shall be then converted to a single currency using the selling rates of exchange, source and date **indicated in the DS.**

- 14.7 The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$S_f = 100 \times F_m / F$$

where:

S_f is the financial score of the Financial Proposal being evaluated,

F_m is the ETP of the lowest evaluated Financial Proposal,

F is the ETP of the Financial Proposal under consideration

- 14.8 Upon completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight **as specified in the DS** respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.

D. Negotiations and Award

15. Negotiations

- 15.1 The negotiations will be held at the date and the place **indicated in the DS** with the Consultant's representative(s)

who must have a Power of Attorney to negotiate and sign a Contract on behalf of the Consultant.

15.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

15.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 7.6. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client will proceed to negotiate the Contract with the next-ranked Consultant.

15.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

15.5 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the Special Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

15.6 The negotiations include a discussion and/or clarification of the Consultant's tax liability and tax payment procedures in the Client's country, and how such liabilities and procedures will be stated in the Contract. The outcome of such discussions/ clarifications will be reflected in the relevant financial and/or technical documents, as appropriate.

15.7 The negotiations, as necessary, fine-tune duration of the Expert's inputs and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The unit rate of remuneration shall not be subject to negotiations. Unless there are exceptional reasons, the unit rates of reimbursable expenses shall not be subject to negotiation.

16. Conclusion of the Negotiations

16.1 Successful negotiations shall conclude with a review of the agreed draft Contract. To complete the negotiations, the Client and the Consultant will initial the agreed draft Contract.

- 16.2 If in the opinion of the Client, the negotiations are not successful, then, upon consultation with JICA, the Client may terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

17. Signing of Contract

- 17.1 Upon conclusion of the Contract negotiations, the Client shall invite the selected Consultant for signing of the Contract.
- 17.2 The Consultant is expected to commence the Services on the date and at the place **specified in the DS**.

18. Notification to Unsuccessful Consultants and Debriefing

- 18.1 After the signing of the Contract with the selected Consultant, the Client shall notify all Consultants who have submitted Proposals but not selected, the result of the selection and that they were unsuccessful.
- 18.2 After receipt of the Client's notification pursuant to ITC 18.1 above, the unsuccessful Consultants (including those rejected on the grounds of their Technical Proposals not being substantially responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score) may request a debriefing in writing or in a meeting with the Client, seeking an explanation of the grounds on which their proposals were not selected.
- 18.3 The Client shall promptly respond in writing to any unsuccessful Consultants who request a debriefing in accordance with ITC 18.2 above.

19. Publication

- 19.1 After a Contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:
- (a) the names of all Consultants who submitted Proposals,
 - (b) the technical points assigned to each Consultant,
 - (c) the offered prices of each Consultant,

- (d) the overall ranking of the Consultants,
- (e) the name and address of the successful Consultant, and
- (f) signing date and amount of the Contract.

20. Confidentiality

20.1 Information relating to evaluation of Proposals and Contract negotiations shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the selection process, until the information on Contract signing is communicated to all Consultants in accordance with ITC 18.1.

The use by any Consultant of confidential information related to this selection process may result in the rejection of its Proposal.

- 20.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for contract negotiation may result in the rejection of its Proposal.
- 20.3 Notwithstanding ITC 20.2, from the time of Proposal opening to the time of Contract signing, if any Consultant wishes to contact the Client on any matter related to the selection process, it shall do so in writing.

SECTION-II QCBS DATA SHEET

A. General

ITC 1.1(b)	The Applicable Guidelines are those published in April 2012					
ITC 2.1	The Letter of Invitation: [NHIDCL/Tripura/AE/KTH /JICA Phse-VI//NH-208/2021] The Client is: [National Highways Infrastructure and Development Corporation Limited (NHIDCL)] located in [New Delhi, INDIA]. The Project is: [North East Road Network Connectivity Improvement Project (Phase 6)]. The name of the Assignment is: Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan.					
	SNo	Consultancy Package	NH No.	State	Project Length (Km) / Estimated Cost (Cr.)	Assignment period (months)
	1	Package-I - Improvement and Widening to Two Lane with paved shoulder of road from Km 101.300 to km 127.319 (Total Length 26.019 Km) i.e. the Khowai – Teliamura section of NH 208 (Package I) in the state of Tripura on EPC under JICA ODA Loan Phase –VI.	208	Tripura	Project Length: 26.019 km, Estimated Cost :Rs 228.16 Cr	24 months of construction + 60 month of Maintenance period
	2	Package-II - "Improvement and Widening to two lane with paved shoulder of road from existing Km 438.170 (Khowai Chowmuhani) to existing Km 439.410 (South Pulinpur) of NH-08 and from design Km 0.000 (South Pulinpur) to design Km 36.00 (near Rangamati) of NH 208 on Khowai – Teliamura- Harina section (Total length 37.24) (Package-II) in the state of Tripura on EPC mode under JICA ODA Loan Phase – VI.	208	Tripura	Project Length: 37.24 km, Estimated Cost :Rs 331.39 Cr	24 months of construction + 60 month of Maintenance period
	3	Package-III Improvement and Widening to two lane with paved shoulder of road from design Km 36.000 (Rangamati) to design Km 72.000 (Pati Chhari) (Total length 36.000 Km) on Teliamura to Harina section of NH 208 (Package –III) in the state of Tripura on EPC mode under JICA ODA Loan Phase –VI.	208	Tripura	Project Length: 36.000 km, Estimated Cost :Rs 316.60 Cr	24 months of construction + 60 month of Maintenance period
	4	Package-IV - "Improvement and Widening to two lane with paved shoulder of road from design Km 72.000 (Pati Chhari) to design Km 107.654 (Harina) (Total length 35.654 Km) on Teliamura to Harina section of NH 208 (Package-IV) in the state of Tripura on EPC mode under JICA ODA Loan Phase –VI.	208	Tripura	Project Length: 35.654 km, Estimated Cost :Rs 381.89 Cr	24 months of construction + 60 month of Maintenance period

				134.913 km / Rs. 1258.04 Cr	
ITC 2.3	The Borrower is: [<i>The President of India</i>]. The number of the JICA Loan Agreement is: <i>ID-P303</i> . The amount of a Japanese ODA Loan is: <i>JPY 23,129 million</i> . The signed date of the Loan Agreement is: <i>31.03.2022</i> . The other sources of finance are: [<i>Govt. of India</i>].				
ITC 2.7	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Project Report of “: <i>Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan.</i> ”				
ITC 4.1(b)	The list of ineligible firms and individuals is available at the JICA’s website: www.jica.go.jp/english/about/organization/corp_gov/index.html				
ITC 4.1(c)	This sub-para is modified as below: (c) will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant (sole firm or lead firm and any of the JV partners or any Sub-consultant, who has a direct contract with the Consultant) has been barred by MoRTH/NHIDCL/NHAI or any other state government PWD or road development corporations in India, or debarred under the cross debarment decision by the Multilateral Development Banks* or by the World Bank Group or by JICA (A list of debarred firms and individuals is available at the World Banks website: www.worldbank.org/debarr) and the bar subsists as on the date of Application.				
B. Preparation of Proposals					
ITC 6.4	Language of the Proposals: English				
ITC 7.1	Proposals must remain valid 120 days after the Proposal submission deadline date				

ITC 7.9(a)	This Clause is Not Applicable
ITC 8.1	Clarifications may be requested by the date of pre-proposal conference (As stated at Para 8.2 of the Data Sheet). The address for requesting clarifications is: As stated in 8.2 of this Data Sheet. Response (including an explanation of the queries but without identifying the source of inquiry) will be uploaded on the websites mentioned at Para 8 of the Letter of Invitation (LOI). Therefore, no written copies of response will be sent to the Consultants.
ITC 8.2	A pre-proposal conference will be held: <u>Time and Date:</u> at 03:00 PM IST on xx.02.2023 (<u>Three weeks from the date of Invitation</u>) At: National Highways & Infrastructure Development Corporation Limited (NHIDCL) HQ, 1st and 2nd Floor, Tower A, NHIDCL, World Trade Center, Nauroji Nagar , New Delhi-110029. The Client's representative is: Ralceme S. General Manager (Tech) Address: 1st and 2nd Floor, Tower A, NHIDCL, World Trade Center Nauroji Nagar , New Delhi-110029 Telephone: +91-11-2346-1626 e-mail: gmt-tripura@nhidcl.com

ITC 10.1(d)	The Consultant shall submit the following additional documents in its Technical Proposal: (a) Power of Attorney (on stamp paper and duly notarized) of the person submitting the Proposal on behalf of the Consultant; (b) If applicable, the Power of Attorney for Lead Member of JV; (c) If the Consultant is a joint venture: Letter of Intent to form a Joint Venture in the format of Memorandum of Understanding between JV partners; or, if a JV is already formed, “a certified copy of the JV agreement”; (d) If the Consultant includes associate: Consent letter from Associate Partner; (e) The Bidders shall deposit the cost of RFP document of Rs. 5,900/- (Non Refundable) including GST online (RTGS/NEFT/Other online mode) facility provided by the IndusInd Bank to the NHIDCL’s Bank account as specified in Datasheet. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted. The RFP will be invited through e-tendering portal. Refer Procedure under e-tendering for submission of RFP through e-tendering.. For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A. (f) The Consultant shall furnish as part of its Proposal, a Bid Security of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of, Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-B), E- Bank Guarantee (as per the format specified in Appendix C of this RFP document) or in the form of Demand Draft (the “Bid Security”) or may be deposited through online facility provided by the IndusInd Bank in favour of National Highways & Infrastructure Corporation Ltd. payable at New Delhi, valid for 45 days beyond the validity of the Proposal. The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited: (a) If a consultant withdraws its Proposal during the period of bid validity; or (b) If the Consultant fails to accept the Client’s corrections of arithmetic errors in the Consultant’s Proposal (if any); or (c) If the Successful Consultant fails to sign the contract agreement with the Client within the prescribed period; or (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time. Unsuccessful Consultants would be informed regarding their non-qualification, without any

explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful Consultant.

(g) For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A.

1. For determining the eligibility of bidder from a country which shares a land border with India the following shall apply:-

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. 'Bidder from a country which shares a land border with India' for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country, : or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the Consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of para (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means,

Explanation—

- a. "Controlling ownership interest" means Ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits -of-such-association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order) (As per Appendix-D)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country has been registered with the Competent Authority and is eligible to be considered."

Model Certificate for Tenders

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a Country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that

this vendor,' bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached."

- (h) The Consultant shall comply with the provisions of Office Memorandum No. RW/NH-37010/4/2010/PIC-EAP(Printing) dated 22.02.2016 and its subsequent amendments issued by MoRT&H/NHIDCL regarding Integrity Pact (IP) and the Integrity Pact (Format as per Section-XI of this RFP) duly signed by Authorised signatory shall be submitted by the Consultant with the RFP & shall be part of the Contract Agreement; and

The details of ongoing assignments, in the format given below, with a declaration that all Key Experts in the existing contracts have been deployed in such projects during the last 3 months:

Name of Project:					
Name of Project Director:					
Name of Project Implementation Unit:					
Name of IE / AE / SC (please specify):					
Stage of project: Under Implementation/ O&M of Completed Project (please select one)					
Names of Key Personnel	Designation	Aadhar No.	Number of days present on the project during last 3 months	Number of days required to be present during last 3 months as per schedule	% availability

ITC 10.4

Table given in this Sub-Clause is replaced with following table:

Experience of the Firm	(i) About two (2) pages introducing Consultant's Organization and general experience (Form TECH-2A), to be uploaded on CPP Portal (https://eprocure.gov.in). (ii) Consultant's Experience of relevant completed projects, to be uploaded on INFRACON Portal (http://infracon.nic.in). The experience of a project shall be considered only if an experience certificate containing the requisite details and issued/ authenticated by the concerned Competent Government Department/ Authority is also uploaded with the project details. In case of any additional data required for this project, which are not covered in the input details of INFRACON and the uploaded certificate; then the additional requisite certificate issued/ authenticated by the concerned Competent Government Department/ Authority then a copy of such submission alongwith the copy of the certificate may be uploaded on CPP Portal.
Comments on Terms of Reference	No limit, but to concise and to the point (Form TECH- 3A) to be uploaded on CPP Portal (https://eprocure.gov.in).
Comments on counterpart staff and facility requirements	About two (2) pages (Form TECH-3B) to be uploaded on CPP Portal (https://eprocure.gov.in).
General approach and methodology, work plan	About fifty (50) pages inclusive of charts and diagrams (Form TECH-4) to be uploaded on CPP Portal (https://eprocure.gov.in).
List of proposed Key Expert team and Summary of CV particulars CVs	To be uploaded on INFRACON Portal (http://infracon.nic.in).
Expert schedule	(Form TECH-7) to be uploaded on CPP Portal (https://eprocure.gov.in).
Work Schedule	(Form TECH-8) to be uploaded on CPP Portal (https://eprocure.gov.in).

	Acknowledge ment of Compliance with the Guidelines for Employment of Consultants (Form TECH-9) to be uploaded on CPP Portal (https://eprocure.gov.in).				
ITC 11.1	Minimum numbers of man-months for Experts are: -				
	Lots Requirement	Key Experts as per Annexure-11 of MoD between JICA and NHIDCL	Nos. Require d	Man Months (Lot-1)	Man Months (Lot-2)
		International Experts			
	Lot-1/2	Team Leader/ Senior Highway Engineer	2	24	24
	Lot-2	Senior Slope Protection Expert	1		12
		National Experts			
	Lot-1/2	Resident Engineer / Highway Engineer	2	84	84
	Lot-1/2	Bridge/ Structure Engineer	2	84	84
	Lot-1/2	Material/ QC Engineer	2	84	84
	Lot-1/2	Senior Quantity Surveyor	2	24	24
	Lot-1/2	Slope Protection/ Geotechnical Engineer	2	12	12
	Lot-1/2	Senior Environmental Expert	2	8	8
		National Sub Professionals			
	Lot-1/2	Highway Design Engineer	2	7	7
	Lot-1/2	Senior Contract Expert	2	5	5
	Lot-1/2	Hydraulic Engineer	2	5	5
	Lot-1/2	Bridge/ Structure Designer	2	7	7
	Lot-1/2	E&M Engineer	2	10	10
	Lot-1/2	Environmental Expert	2	12	12
	Lot-1/2	Social Safeguard Expert	2	12	12
	Lot-1/2	Traffic Survey & Analysis Expert	2	2	2

ITC 11.1(a)(ii)	This sub-para is modified as below: The Financial proposal shall be prepared and uploaded on CPP Portal only using the Form of BOQ available on CPP Portal. Number of man-months for each position shall be fixed as mentioned in the BOQ The applicable Reimbursable expenses in foreign and in local currency is as follows: (1) a per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home office; (2) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) land transportation including vehicle rental; (5) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (6) cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services; (7) cost of printing and dispatching of the reports to be produced for the Services; (8) miscellaneous administrative and support costs including office operations, support personnel and translation; and (9) cost of procuring the professional liability insurance in accordance with Sub-Clause SCC 3.5(b). Amount for Financial Proposal for all items should preferably be quoted in INR only.
ITC 11.1(b) (ii)	This sub-para is modified as below: The Financial proposal shall be prepared and uploaded on CPP Portal only using the Form of BOQ available on CPP Portal. The BOQ has the provision of the entering the amount in INR only. Exchange Rate of RBI 28 days prior to Bid Due date shall be considered for comparing the Financial proposal in equivalent INR. Amount for provisional sums and Contingency amount shall be as below: Amount for provisional sums: - for foreign currency: NIL - for local currency: NIL Contingency amount: - for foreign currency: NIL - for local currency: INR Ten million.
ITC 11.1(b)(v)	Adjustment will be as per Clause 6.8 of SCC
ITC 11.2(b)	Information on the Consultant's tax liabilities in the Client's country can be www.incometaxindia.gov.in and www.cbec.gov.in and also refer clause 6.3 (a) & (b) of SCC

ITC 11.2(c)	GST Payable is 18%. If any local taxes, duties, fees, levies fall under “No Pay” exemption category the client shall provide certificate of exemption. If its fall under the "Pay and Reimburse" category then it will be reimbursed by the concerned department of Client’s Country as per applicable law;
ITC 11.3	The currency(ies) of the Financial Proposal shall be as described below: (a) the input to the Services that the Consultant expects to supply from within the Client’s country shall be quoted in INR Only. , referred to as “the local currency”, to 2 decimal place(s); and (b) the inputs to the Services that the Consultant expects to supply from outside the Client’s county (referred to as “the foreign currency”), shall be quoted in: NIL

C. Submission, Opening and Evaluation of Proposals

ITC 12.3	Number of copies of the Technical Proposal: One (1) original The submission shall be done as per para 10 and 11 of ITC including Data Sheet.
ITC 12.6 (b) & (d)	No hard Copy of Financial Proposal is accepted. The Financial proposal shall be prepared and uploaded online on CPP Portal only using the Form of BOQ available on CPP Portal.
ITC 12.7	Technical and Financial Proposals shall be prepared and submitted/ uploaded as mentioned at para 10 and 11 of ITC including Data Sheet. Original hard copy of the requisite documents shall be placed in a sealed envelope clearly and bear the submission address, reference number and title of the Loan, time and date of the Proposal submission dead line and be clearly marked “DONOT OPEN , EXCEPT ”PRESENCE OF THE EMPOWERED TECHNICAL BID OPENING COMITTEE Time and date of the Proposal submission deadline: - Time a.m. Date – 08.08.2025 (15:00 hrs) Note- In the event of any discrepancy between hard copy and electronic data, the electronic data will be considered for evaluation.
ITC 12.8	This clause is modified as below: Modification / Substitution/ Withdrawal of bids: (i) The Bidder may modify, substitute or withdraw its e-bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded. (iii) For modification of e-bid, bidder has to detach its old bid from e- tendering portal and upload / resubmit digitally signed modified bid. (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e- tendering portal and can withdraw its e-bid. (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again. Financial Proposals are to remain unopened until the completion of the evaluation of Technical Proposal,

ITC 13.1	The opening of the Technical Proposals shall take place at: NHIDCL, HQ, New Delhi Date: [11.08.2025] Time: [15:00 hrs.]
ITC 13.7	The opening of the Financial Proposals is expected to take place at: Mailing Address: [insert mailing address] Date: [insert month, and year, e.g., June 2018]
ITC 14.3	In the <i>Criteria, sub-criteria, and point system for the evaluation and Detailed Evaluation Criteria</i>: The weightage given for experience of a firm against their role in the respective assignments is as follows: Sole firm: 100% Lead partner in a JV: as per the JV share* Other partner in a JV: as per the JV share* As Associate: 25% *In absence of clear demarcation of JV share in client certificate, the weight age will be treated as 60% for lead partner and 40% for other partner. <u>Points</u> (i) Experience of the Consultants relevant to the assignment in Highway Projects (2 lane or more)* during last 10 years from Bid Due Date: a) Experience in DPR**. [3] b) Number of DPR** projects of minimum 25% of Project length in Mountainous/ Hilly regions [2] c) Experience in Project Supervision as Independent Consultant[#]/ Independent Engineer[#]/ Authority Engineer[@]/ Project Supervision Consultants[@] [7] d) Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority Engineer/ Project Supervision Consultants of minimum 25% of Project length in Mountainous/Hilly regions [2] e) Experience in Project Supervision as Independent Consultant/Independent Engineer/Authority's Engineer/Project Supervision Consultants in WB/ADB/JICA or any other Multilateral/ Bilateral Agency funded projects. [3] f) Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority Engineer/ Project Supervision Consultants of minimum 40% of Project length in International Projects or developing Countries. [3] Total points for criterion (i): 20 *Equivalent 2-lane length for projects of 4-lane (or more) shall be considered with a multiplication factor of 1.5 ** Experience in Feasibility Study shall also be considered under the experience of DPR by multiplying the length with a factor of 2/3 [#]Independent Consultant/ Independent Engineer are Consultants selected by client for Independent Supervision of PPP Projects. [@]Authority Engineer/ Project Supervision Consultants are Consultants selected by client for Supervision on behalf of Client in EPC/ Item Rate Projects. (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology [10 points] b) Work plan [5 points] c) Organization and staffing [5 points] Total points for criterion (ii): [20]

(iii) Key Experts qualifications and competence for the assignment:

Lots Require ment	Key Experts as per Annexure-11 of MoD between JICA and NHIDCL	Nos. Require d	Man Months (Lot-1)	Man Months (Lot-2)	Marks
	International Experts				
Lot-1/2	Team Leader/ Senior Highway Engineer	2	24	24	10
Lot-2	Senior Slope Protection Expert	1		12	5
	National Experts				
Lot-1/2	Resident Engineer / Highway Engineer	2	84	84	8
Lot-1/2	Bridge/ Structure Engineer	2	84	84	8
Lot-1/2	Material/ QC Engineer	2	84	84	7
Lot-1/2	Senior Quantity Surveyor	2	24	24	8
Lot-1/2	Slope Protection/ Geotechnical Engineer	2	12	12	7
Lot-1/2	Senior Environmental Expert	2	8	8	7

Total points for criterion (iii): 60

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- | | |
|--|-------------|
| 1) General qualifications | [25] |
| 2) Adequacy for the assignment | [60] |
| 3) Familiarity with the language and the conditions of India | [15] |
| Total weight: | 100% |

Total points for the four criteria: 100

Detailed Evaluation Criteria		
(i) Experience of the Consultant relevant to the assignment		
S. No	Criteria	Max Marks
1	Highway Projects (2 lane or more)* during last 10 years	20
a	Experience in Detailed Project Report (DPR)**	3
i	Aggregate length	2
	Minimum 2 times of Project length	1.5
	Additional 0.25 marks for every additional Project length	0.5
ii	Number of projects of minimum 40% of Project length	1
	Minimum 1 Projects	0.75
	Additional Projects	0.25
b	Number of DPR** projects of minimum 25% of Project length in Mountainous/ Hilly regions	2
	1 Projects	1.25
	Additional projects	0.75
c	Experience in Project Supervision as Independent Consultant/Independent Engineer/ Authority's Engineer/Project Supervision Consultants	7

i	Aggregate length	3
	Minimum 3 times of Project length	2.5
	Additional 0.25 marks for every additional Project length	0.5
ii	Number of projects of minimum 40% of Project length	4
	Minimum 2 Projects	3
	Additional 0.5 marks for every additional Project	1
d	Experience in Project Supervision as Independent Consultant/Independent Engineer/ Authority's Engineer/Project Supervision Consultants Supervision Consultants in projects of minimum 25% of Project length in Mountainous/ Hilly regions	2
	1 Projects	1.5
	Additional projects	0.5
e	Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Project Supervision Consultants in WB/ADB/JICA or any other Multilateral/ Bilateral Agency funded projects	3
	1 Projects	2.5
	Additional projects	0.5
f	Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority Engineer/ Project Supervision Consultants of minimum 40% of Project length in International Projects or developing Countries.	3
	1 Projects	2.5
	Additional projects	0.5
Note: * Equivalent 2-lane length for projects of 4 lane (or more) shall be considered with a multiplication factor of 1.5 ** Experience in feasibility study shall also be considered under the experience of DPR by multiplying the length with a factor of 2/3		

Evaluation Criteria for assessment of Key Staff for the Assignment:

1	Team Leader cum Senior Highway Engineer	
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Civil Engineering	20
II)	Post Graduate in Construction Management/ Highway Engineering/ Traffic/Transportation Engineering/ Pavement Engineering/ Structural Engineering/ Geotechnical Engineering/ Soil Mechanics and Foundation Engineering	5
2	Adequacy for the Project	60
a)	Experience in Highway/road related field:	15
i)	Aggregate minimum 20 years' experience	10
	Additional 1 Mark for each additional 1 year	5
b)	Experience of construction supervision of Highway/ Expressway projects in similar capacity*	30
i)	10 years or more	8
	Additional 1 Mark for each additional year	5
ii)	Minimum 3 Projects with minimum 2 years period in each project	5
	Additional 1 Marks for each additional project with minimum 2 years period	2
iii)	At least one project funded by Multilateral/ Bilateral Funding Agency(ies)	4
	Additional 1 Mark for additional project funded by Multilateral/ Bilateral Funding Agency(ies)	1
iv)	Minimum 2 international highway Projects of which each contract amount is more than Rs. 250 Cr (USD 30 Million)	3

	Additional 1 Marks for each additional international highway Projects of which each contract amount is more than Rs. 250 Cr (USD 30 Million)	2
c)	Experience of design of road sector project of 2 laning or more	5
	Minimum 2 Projects with minimum one year period in each project	4
	Additional 0.5 Marks for each additional project with minimum one year period	1
d)	Experience in highway/road sector project under mountainous/steep terrain	10
i)	Minimum 2 projects (with minimum one year period in each project)	7.5
	Additional 1.25 marks for each additional project with minimum one year duration	2.5
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	
Note: *Similar Capacity includes the following positions (Experience in initial five years in road related field, whether in any post, shall not be counted):		
i) On behalf of Consultant: Team Leader/ Deputy Team Leader/ Resident Engineer/ Technical Director/ Project Director (Construction Supervision/ IE/ AE).		
ii) On behalf of Contractor: Project Director/ Project Manager (Construction/ Construction Supervision)		
iii) In Government Organizations: Superintending Engineer (or equivalent) and above.		
2 Senior Slope Protection Expert		
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Civil Engineering/Geology/Geotechnical Engineering	20
II)	Post Graduate in Structural / Geotechnical / Soil Mechanics and Foundation Engineering	5
2	Adequacy for the Project	60
a)	Experience in road related field:	20
i)	Aggregate 15 years	15
	Additional 1 Mark for each addition 1 year	5
b)	Experience of construction supervision of slope protection measure in Highway/ Expressway projects	25
i)	Minimum 10 years	10
	Additional 1 Mark for each addition 1 year	3
ii)	Minimum 3 Projects with minimum 0.5 years period in each project	5
	Additional 0.75 Marks for each additional project with minimum 0.5 years period	1.5
iii)	At least one projects funded by Multilateral/ Bilateral Funding Agency(ies)	5
iv)	Additional 0.5 Mark for projects funded by Multilateral/ Bilateral Funding Agency(ies)	0.5
c)	Experience of design work in highway project under mountainous/steep terrain including advance slope protection technology such as landslide prevention, reinforcement embankment wall in steep mountain, concrete crib protection.	15
i)	3 projects with minimum 0.5 year period in each project	11.25
	Additional 1.25 marks for each project with minimum 0.5 year duration	3.75
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5

	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Year	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	

3 Resident Engineer / Highway Engineer		
Sr.	Description	Max. Points
No.		
1	General Qualification	25
	I) Graduate in Civil Engineering	20
	II) Post Graduate in Construction Management/ Highway Engineering/ Traffic/Transportation Engineering/ Pavement Engineering/ Geotechnical Engineering/ Soil Mechanics and Foundation Engineering	5
2	Adequacy for the Project	60
a)	Experience in Highway/road related field:	20
i)	Minimum 15 years	15
	Additional 1 mark for each additional year	5
b)	Experience of construction supervision of Highway/ Expressway projects in similar capacity*:	25
i)	Minimum 10 years	7.5
	Additional 0.5 Marks for each additional year	2.5
ii)	Minimum 3 Projects with minimum 2 years period in each project	5
	Additional 1.25 Marks for each additional project with minimum 2 years period	2.5
iii)	At least one project in any other country than his home country	3
iv)	Minimum 2 Projects with atleast 1 year period in funded by Multilateral/ Bilateral Funding Agency(ies)	3
	Additional 0.75 Marks for each additional project with atleast 1 year period in projects funded by Multilateral/ Bilateral Funding Agency(ies)	1.5
c)	Experience of construction supervision of road project under mountainous/steep terrain	15
i)	2 projects (with minimum one year period in each project)	10
	Additional 2.5 marks for each project with minimum one year duration	5
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	
Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):		
i) On behalf of Consultant: Team Leader/ Deputy Team Leader/ Resident Engineer/ Assistant Resident Engineer/ Highway Engineer/ Technical Director/ Project Director (Construction Supervision/ IE/ AE).		
ii) On behalf of Contractor: Project Director/ Project Manager/ Deputy Project Manager (Construction/ Construction Supervision).		
iii) In Government Organizations: Executive Engineer or equivalent and above		

4. Bridge/Structure Engineer		
Sr.	Description	Max. Points
No.		

1	General Qualification	25
	I) Graduate in Civil Engineering	20
	II) Post Graduate in Structural Engineering	5
2	Adequacy for the Project	60
a)	Experience in road related field:	15
i)	Minimum 15 years	10
	Additional 1 mark for each additional year	5
b)	Experience of construction supervision of Bridge/ interchange/ any other similar structure:	15
i)	Minimum 10 years	10
	Additional 1 mark for each additional year	5
c)	Experience in similar capacity* in:	15
i)	Supervision of 3 Major Highway Bridges on pile / well foundation with aggregate period 2 years or more with minimum 1 year for each bridge	5
	Additional 1 mark for each additional project of Major Highway Bridges on pile / well foundation	1
ii)	Atleast one Major Bridge project with minimum aggregate 2 years in other country(ies) than his home country	4
iii)	At least 2 project funded by Multilateral/ Bilateral Funding Agency(ies).	4
	Additional 1 Mark for additional project funded by Multilateral/ Bilateral Funding Agency(ies)	1
d)	Experience in Supervision of Rehabilitation and Repair of 2 No. Major bridges with aggregate period 1 year or more	5
e)	Minimum 5 years' Experience of design work of bridge structure:	5
f)	Must be familiar with modern methods of construction of bridges/ ROB/ flyover involving RCC/ pre-stress concrete, design standards, technical specifications and statistical quality control/ assurance procedures for construction of different component of bridges	5
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	
Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):		
i)	On behalf of Consultant/ Contractor: Senior Bridge Engineer/ Bridge Engineer/ Bridge Design Engineer.	
ii)	On behalf of Contractor: Project Director/ Project Manager/ Deputy Project Manager (Construction/ Construction Supervision).	
iii)	In Government Organizations: Executive Engineer or equivalent and above.	

5 Material/QC Engineer		
Sr. No.	Description	Max. Points
1	General Qualification	25
	I) Graduate in Civil Engineering	20
	II) Post Graduate in Geotechnical Engineering/ Soil Mechanics and Foundation Engineering/Soil Mechanics/ Foundation Engineering or PhD in Geology	5
2	Adequacy for the Project	60
a)	Experience in highway/road:	25
i)	Minimum 15 years	20
	Additional 1 mark for each additional year	5
b)	Experience in similar capacity* in construction/ Construction supervision of Highway/ Expressway project:	30

i)	Minimum 10 years	10
	Additional 1 mark for each additional year	3
ii)	2 projects with minimum 2 years period in each project	10
	Additional 2.5 marks for each project with minimum 2 years period in each project	3
iii)	Atleast 1 project funded by Multilateral/Bilateral Agency(ies)	4
c)	Must be familiar with material property of road construction material, technical specification and procedures of material tests and testing equipment	5
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	
Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):		
i) On behalf of Consultant/ Contractor: Material cum Geotechnical Engineer/ Material Engineer/ Material Expert/ Geotechnical Engineer/ Manager (Material)		
ii) On behalf of Contractor: Project Director/ Project Manager/ Deputy Project Manager/Material Engineer/QA QC Engineer (Construction/ Construction Supervision).		
iii) In Government Organizations: Executive Engineer or equivalent and above.		

6 Senior Quantity Surveyor		
Sr. No.	Description	Max. Points
1	General Qualification	25
i)	Graduate in Civil Engineering	20
ii)	Post Graduate in Construction Management/ Post Graduate in Construction Engineering/ Certificate Course in Management/ Certificate Course in Construction Management/ Certificate Course in Contract Management.	5
2	Adequacy for the Project	60
a)	Experience in handling highway contracts	20
i)	Minimum 15 years	15
	Additional 1 Mark for each addition year	5
b)	Experience as Quantity Surveyor in Highway/ Expressway/ bridge project	20
i)	Minimum 10 years	15
	Additional 1 Mark for each addition year	5
c)	Experience as Quantity Surveyor in construction supervision of two/four of lane highway	20
i)	3 projects with minimum 1 years period in each project	7
	Additional 2.5 marks for each project with minimum 1 years period	5
ii)	At least 1 project funded by Multilateral/Bilateral Agency(ies)	5
iii)	1 International projects with minimum 2 years period in each project	3
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	

Note: Similar Capacity In Government Organizations: Executive Engineer or equivalent and above.

7 Senior Environmental Expert		
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Civil Engineering/Environmental Management or Sociology/ B.Sc in Environment Studies/Botany	20
II)	Post Graduate in Construction Management/ Post Graduate in Construction Engineering/Environmental Management/Sociology.	5
2	Adequacy for the Project	60
a)	Experience in handling Environmental management of Highway/road project	20
i)	Minimum 15 years	10
	Additional 1 Mark for each addition year	3
ii)	Minimum 1 for projects funded by Multilateral/ Bilateral Funding Agency(ies)	5
	Additional 1 Mark for each additional projects funded by Multilateral/ Bilateral Funding Agency(ies)	2
b)	Experience as Environmental Expert in Highway/ Expressway/ bridge project	20
i)	Minimum 10 years	15
	Additional 1 Mark for each addition year	5
c)	Experience as Environmental Expert in construction supervision of two/four of lane highway	20
i)	Minimum 3 projects	15
	Additional 2.5 marks for each project	5
3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	
Note: Similar Capacity In Government Organizations: Executive Engineer or equivalent and above.		
8 Slope protection/Geotechnical Engineer		
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Civil Engineering/Geology/Geotechnical Engineering	20
II)	Post Graduate in Geotechnical Engineering/ Soil Mechanics and Foundation Engineering/Soil Mechanics/ Foundation Engineering or PhD in Geology	5
2	Adequacy for the Project	60
a)	Experience in highway/road:	25
i)	Minimum 15 years	20
	Additional 1 mark for each additional year	5
b)	Experience in similar capacity* in design/ Construction supervision of Slope protection measure of Highway/ road project:	30
i)	Minimum 10 years	10
	Additional 1 mark for each additional year	3
ii)	Minimum 3 Projects with 9 Months experience period in each project	10
	Additional 2.5 marks for each project with minimum 9 Months period in each project	3
iii)	Atleast 1 project funded by Multilateral/Bilateral Agency(ies)	4
c)	Must be familiar with material property of road construction material, technical specification and procedures of material tests and testing equipment	5

3)	Familiarity with the language and the conditions of India including North East Region	15
i)	Experience in India	10
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	5
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	100
	Age on bid due date: Not more than 65 years.	
Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):		
i) On behalf of Consultant/ Contractor: Geotechnical Engineer/ Geotechnical Engineer/ Soil Engineer/Manager (Material)/Material Engineer		
ii) In Government Organizations: Executive Engineer or equivalent and above.		
The minimum technical score (St) required to pass is: 75 Points		
Note: 1. If any information in the Technical Proposal is found incorrect, at any stage, action including termination may be taken by Employer on the personnel and the Firm.		
2. If the same CV is submitted by two or more firms in an assignment, zero marks shall be given for such CV. Key Personnel has to certify in their CV that he has not consented to any other Consultant to propose their CV for any position for this assignment.		
If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. Key Personnel for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned in TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned in TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 3 nos. Key Personnel for determining the total score of the firm. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive. During negotiation, Key Personnel will be required to produce certificate regarding qualification and experience		
This sub-clause is modified as below:		
The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error		
The single currency for price conversion is: Indian Rupee/ INR/ ₹		
The source of official selling rates is: Reserve Bank of India		
The date of exchange rates is: 28 days prior to the date of proposal submission deadline		
Quality-Cost Ratio: 80:20		
Add the following at the end of this sub-clause:		
In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.		
D. Negotiations and Award		

ITC 15.1	Expected date and address for contract negotiations: Date: To be informed later to the selected (First Ranked, i.e. H-1) Consultant after Financial Evaluation. Address: National Highways & Infrastructure Development Corporation Limited (NHIDCL), 1st and 2nd Floor, World Trade Center, Nauroji Nagar, New Delhi-110029.
ITC 15.3	Deleted
ITC 15.4	This sub-clause is modified as below: (i) Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations. Each key personnel of the preferred consultant shall be called for interaction at the time of negotiation at the cost of the Consultant. During negotiation, Key Personnel will be required to produce certificate regarding qualification and date of birth. Interaction with the Key Personnel during negotiation may also be done on Video Calling/ Video Conferencing, for Key Personnel who are not able come in person and to avoid any extra burden on the Consultant. Such Key Personnel may present (show) their certificate regarding qualification and date of birth for verification at the time of joining their duties. (ii) All such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm at the time of contract negotiations by persons scoring at least 75% marks. The reduction in remuneration of such replacements shall be 5% for ^{1st} and ^{2nd} replacement and 10% for ^{3rd} replacement. (iii) In case of 1st round of negotiation is not held within 180 days from the Bid Receipt Date due to reasons attributable to Employer, the selected consultant (H-1) shall be permitted for replacement upto a maximum of 50% key personnel with key personnel of equivalent or better qualifications without considering the same as replacement and without any deduction. However, for avoidance of doubt, it is clarified that replacement of key personnel whose CV has scored less than 75% marks shall continue be considered as replacement as per sub-para (ii) above. (iv) Having selected a firm, among other things, on the basis of an evaluation of proposed key personnel staff, the Employer's expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. The substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In no case more than four replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment of the project, the replaced key personnel shall not be professionally employed anywhere in Employer's works. Employer shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5% for 1st and 2nd replacement and 10% for 3rd and 4th replacement within validity period of bid. In case during negotiations held within validity period of bid, more than four replacements are sought by the H1 consultant; his proposal shall be considered as Non-Responsive. In such case the combined score of

	remaining technically qualified firms, meeting the non-conflict condition shall be evaluated to arrive at new H1.
ITC 15.5	This sub-clause is modified as below: The negotiations include discussions on, the proposed methodology, the Client's inputs, the Special Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
ITC 15.6	Deleted.

ITC 17.2	Expected date for commencement of consulting services is; at: the Project site in Tripura
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Technical Proposal - Standard Forms

Notes on Technical Proposal - Standard Forms

Section 3. Technical Proposal Standard Forms provides Technical Forms that the Client shall include in its Request for Proposals. Consultants shall fill out these Forms and include them in their proposals. As specified in this section, these forms are the Technical Proposal Submission Forms and other relevant Technical Proposal Forms.

The Acknowledgement of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans shall be included in the Technical Proposal.

Italicized notes provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.

Refer to ITC 10.1 for Forms required and number of pages recommended.

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Improvement and Widening to two lane with paved shoulder of Khowai – Teliamura- Harina section of NH-208 in the state of Tripura on Engineering, Procurement & Construction (EPC) mode - starting near Khowai at km 101.300 of Khowai to Teliamura section of NH 208 and ending at km 107.654 near Harina on Teliamura to Harina section of NH 208 of total length = 134.913 km (Package-I, II, III & IV) under JICA ODA loan Phase-VI on Engineering, Procurement, Construction (EPC) Mode.**” in accordance with your Request for Proposals dated, 2024 and our Proposal.

“We are hereby submitting our proposal, which includes this Technical Proposal in a sealed envelope and uploaded on CPP Portal (<https://eprocure.gov.in>) and INFRACON Portal (<http://infracon.nic.in/>) and a Financial Proposal uploaded on CPP Portal (<https://eprocure.gov.in>)

[Insert the following in case of a Consultant JV]

We are submitting our Proposal as a Joint Venture comprising of: [insert a list with the full name and the legal address of each member, starting from the lead member]. We have attached a copy [insert: “of our letter of intent to form a Joint Venture” or, “of the JV Agreement” as appropriate] signed by each member, which details the likely legal structure of and the confirmation of joint and severable liability of each member of the said Joint Venture

OR

[insert the following if the Consultant proposes Subconsultants]

We have proposed in our proposal the following firms as Subconsultants: [insert a list with the full name and the legal address of each Subconsultant.]

We hereby declare that:

- (a) All the information provided and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Section II, Data Sheet (DS) 7.1.
- (c) We including Subconsultants have no conflict of interest in accordance with Section I.Instructions to Consultant (ITC) 3.
- (d) We meet the eligibility requirements as stated in ITC 5.

- (e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 7.6 and ITC 15.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal shall be binding upon us and subject to any modifications resulting from the Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in DS 7.1.
- (g) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain, Yours

sincerely,

Authorized Signature: *[insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory: *[insert full name and title of the person above]*

Name of Consultant: *[insert name of firm or JV, as appropriate]*

In the capacity of: *[insert position of the person signing above]*

Contact information: *[insert mailing address]*

[insert tel. no. with country and city codes]

[insert fax no. with country and city codes]

[insert email address]

[Person signing the Proposal shall have the Power of Attorney given by the Consultant to be included in the Technical Proposal.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Upload on CPP Portal (<https://eprocure.gov.in>). Provide a brief description of the organization and general experience of the Consultant and, if applicable, each joint venture member for this assignment.]

B - Consultant's Experience

[Upload on INFRACON(<http://infracon.nic.in>), provide information on each assignment for which your firm and each joint venture member for this assignment, was legally contracted either individually as a corporate entity or as a lead firm or one of members within a joint venture, for carrying out consulting services similar to the ones requested under this assignment.]

Note: 1 The experience of a project shall be considered only if an experience certificate containing the requisite details and issued/ authenticated by the concerned Competent Government Department/ Authority is also uploaded with the project details.

Note: 2 In case of any additional data required for this project, which are not covered in the input details of INFRACON and the uploaded certificate; then the additional requisite certificate issued/ authenticated by the concerned Competent Government Department/ Authority then a copy of such submission alongwith the copy of the certificate may be uploaded on CPP Portal.]

Form TECH-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided

by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities).]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Clause 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Site Appreciation, Technical Approach and Methodology,*
 - b) Work Plan, and*
 - c) Organization and Staffing,*
- d) Technical Approach, Site Appreciation and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here.*
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*
- d) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-consultants. For joint ventures, you must attach a copy of the joint venture agreement or a letter of intention to form a Joint Venture, as specified in Form TECH-1.]*

Form TECH-5: Team Composition, Task Assignments and Summary of CV Information

[illegible]

Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts

[Upload on INFRACON (<http://infracon.nic.in/>). Provide information on each proposed key expert.]

Sample snap shots for details of CV on INFRACON Portal are as below:

(These are for reference purpose only. The Consultant should get registered all the proposed Key Personnel, if not registered earlier, and furnish all relevant details on INFRACON Portal).

1. Basic details

The screenshot shows the INFRACON portal header with the Ministry of Road Transport & Highways logo. The user is logged in as 'Welcome' and 'Last Login'. The 'Edit Basic Details' form is displayed, showing the following fields:

- Status: Pending for Submission
- Photo: Choose File | No file chosen
- Name: [Text Field]
- Date of Birth: [Date Picker]
- Mother's Name: [Text Field]
- Current State: [Dropdown Menu]
- Current District: [Dropdown Menu]
- Current Address: [Text Area]
- Permanent State: [Dropdown Menu]
- Permanent District: [Dropdown Menu]
- Permanent Address: [Text Area]
- PAN Number: [Text Field]
- Passport Number: [Text Field]
- Aadhar Number: [Text Field]
- Mobile: [Text Field]
- Alternate Mobile: [Text Field]
- Landline Number: [Text Field]

A 'Submit' button is located at the bottom right of the form.

2. Company experience

The screenshot shows the INFRACON portal header. The 'Add New Company Experience' form is displayed, showing the following fields:

- Select Company: [Dropdown Menu]
- Company Name: [Text Field]
- From Year: [Date Picker]
- To Year: [Date Picker]
- Number of Projects Completed: [Text Field]

A 'Submit' button is located at the bottom right of the form. Below the form is a table titled 'Company Experience Details' with the following columns: S.No., Company, From Year, To Year, and Projects Completed. The table currently shows 'No Records Found'.

3. Qualifications details

The screenshot shows the INFRACON portal interface. At the top, there is a header with the INFRACON logo and the text 'Ministry of Road Transport & Highways'. Below the header, there is a navigation bar with links for 'Profile', 'Project Details', and 'Search'. The main content area displays the 'ADD Qualifications DETAILS' form. The form includes fields for 'Level', 'Qualification Level', 'College', 'University/Board', 'Year Of Passing', 'Percentage', 'Upload Certificate', and 'Digilocker link for Certificate (Optional)'. Below the form, there is a table titled 'Qualifications DETAILS' with columns for 'SNO', 'College', 'University/Board', 'Passing Year', 'Certificate', 'Digilocker Link', and 'Add New'. The table currently shows 'No Records Found'.

4. Work Experience

The screenshot shows the 'ADD DETAILED WORK' form in the INFRACON portal. The form includes fields for 'Major Activities', 'Name of Work', 'Country', 'Select State', 'Employer Name', 'Employer Address', 'Client', 'Client Address', 'Start Date', 'Completion Date', 'Project Cost', 'Whether EPC or PPP or Hybrid Annuity Model', and 'Designation'. The 'Major Activities' field has a dropdown menu with options: Highway Project, Bridge Project, Tunnel Project, Revenue Work, Others, Expressway, Airport Runway, and IT. The 'Select State' field has a dropdown menu with options: ANDAMAN & NICOBAR ISLANDS, ANDHRA PRADESH, and ARUNACHAL PRADESH. The 'Project Cost' field has a text input and a note: 'The INR value for Project Cost/ Consultancy Fee (in foreign currency) shall be determined based on the prevailing exchange rate for USD on the Project Completion Date/ Date of receipt of Consultancy Fee as the case be.' The 'Whether EPC or PPP or Hybrid Annuity Model' field has radio buttons for EPC, PPP, and Hybrid Annuity Model.

Certification by the Candidate (To be uploaded on INFRACON portal)

I, the undersigned, certify to the best of my knowledge and belief that:

(i) The CV uploaded on INFRACON with my email id (please mention email id registered on INFRACON) correctly describes ... experience;

(ii) In the absence ... thereof;

(iii) I am ... Standard Forms TF-12

(iv) I am not part of the team ...services assignment;

(v) I am, pursuant to Clauses 3 and 4 ... engagement. .

(vi) My CV is being proposed for this project by----- (the Consultant firm) and I have not given consent to **any other** consultant(s) to propose my CV for any position for this project.

.....
(Signature of Key Personnel)

Date :(Day/Month/Year)

.....
[Signature of authorized representative of the Firm]

Date:(Day/Month/Year)

Note: Following documents are also to be uploaded on INFRACON portal:

(i) Document for proof of age.

(ii) Document for proof of qualification.

(iii) Experience Certificates from Clients/self undertaking from the Key Expert. .

Form TECH-7:Expert Schedule¹

N ^o	Name of Expert /Position /Category(International or Other)	Professional Expert input (in the form of a bar chart) ²											Total man-month input	
		2	3	4	5	6	7	8	9	10	11	12		n
Key Experts														
ex.	Mr. XYZ Project Manager (International)	[Home]												
1		[Field]												
2														
n														
Subtotal														
Non-Key Experts														
1		[Home]												
2		[Field]												
n														

Notes for the Consultant

1. The input shall be indicated:
 - (a) In case of Key Experts, individually (by name) for each position;

(b) In case of Non-Key Experts, either individually (by name) or, if appropriate by category (e.g. economists, financial analysts, etc.).

2. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
3. Home work means:
 - (a) in case of an International Expert, work carried out in his/ her country of residence.
 - (b) in case of a National Expert, work carried at his/her normal place of work.
4. Field work means:
 - (a) in case of an International Expert, work carried out in a country other than his/ her country of residence.
 - (b) in case of a National Expert, work carried at a place other than his/ her normal place of work.
5. If a time-based contract form is included in the RFP, Working Days and Hours shall be as set forth in Clause 4.6 of the Conditions of Contract.

Form TECH-8: Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each Phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Form TECH-9: Acknowledgement of Compliance with the

Guidelines for Employment of Consultants

A) I, [insert name and position of authorized signatory] being duly authorized by [insert name of Consultant/members of joint venture] (“JV”) (hereinafter referred to as the “Consultant”) to execute this Acknowledgement of Compliance with Guidelines for Employment of Consultants under Japanese ODA Loans, hereby certify on behalf of the Consultant and myself that:

- (i) all information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by the Consultant and its sub consultant for [Authority’s Engineer for “: Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan] (hereinafter called “the Project”) is true, correct and accurate to the best of the Consultant’s and my knowledge and belief; and
- (ii) the Consultant or any of its sub consultants has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Request for Proposals.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Consultant has NOT been debarred by the World Bank Group for more than one year since the date of issuance of the Request for Proposals.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Consultant has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of the Request for Proposals at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Consultant will not enter into a subcontract with a firm or an individual which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Consultant and its sub consultants, that if selected to undertake services in connection with the Contract, the Consultant and its sub consultants shall carry out such services in continuing compliance with the terms and conditions of the Contract.

E) I further certify, on behalf of the Consultant and its sub consultants, that if the Consultant or any of its sub consultants is requested, directly or indirectly, to engage in any corrupt or fraudulent act or practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of consultant selection such as negotiations, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA’s information desk on fraud and corruption (A report can be made to either of the offices

identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA India Office

TEL : 91-11-4909-7000

The Consultant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Consultant's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Consultant. The Consultant further acknowledges and agrees that JICA is not involved in or responsible for the selection.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Consultant will accept, comply with, and not object to any remedies taken by the Client and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[insert name of signatory; title]

For and on behalf of the Consultant

[insert name of the Consultant]

Date: *[insert Date]*

- -

Appendix A:

National Highways & Infrastructure Development Corporation Limited
3rd Floor, PTI Building, New Delhi-110001

Ref No.: NHIDCL/F&A-25/2019-20/E-182855/516

Dated: 22nd March 2023

Office Order

Subject: Mandatory E-BG, EMD and Tender fee Deposit through Induscollect

E-Bank Guarantee

An Electronic Bank Guarantee (e-BG) eliminates the physical documentation usually associated with issuance of BG. It reduces the turn-around time of the BG. The digital steps in an e-BG includes BG application, preview and confirm, paperless e-stamping, e-signing, hosting of the final electronic BG on the NeSL portal and intimation of final BG to the beneficiary (e.g NHIDCL). The beneficiary can view the final digital BG on the NeSL portal immediately on issuance. Such an e-BG eliminates the need for a separate authentication from the BG issuing Bank. At present seven banks are issuing E-BG (State bank of India, Canara Bank, Indian Overseas Bank, HDFC Bank, ICICI Bank, Axis Bank and Yes Bank and more may start soon. The Ministry of Road Transport and Highways has prescribed acceptance of E-BGs vide their OM No. NH-35014/20/2020-H dated 12th August 2022.

2. The bidders/contractors/DPR Consultants and Authority Engineers submit BG as bid security, PBG, APBG and BG against advances. It takes time in getting SFMS confirmations and in many cases, the SFMS confirmations are not received.
3. In view of above, the Competent Authority has decided that from first April 2023 only E-BG shall be accepted. No BG shall be accepted in the physical form. The format of the BG will remain the same as prescribed in the RFP documents.
4. Entity ID of NHIDCL is AAECN7759E, which may be quoted for getting e-BG.
5. For any further details, the bidders/contractors may visit the website of National E Governance Services Limited at <https://nesl.co.in/e-bg/>
6. For E-BGs, the IFSC code and name of the bank should be continued to be Canara Bank, Transport Bhawan, Sansad Marg, New Delhi-11001 as given below:

Sr. No.	Particulars	Details
(i)	Name of Beneficiary	MD-NHIDCL
(ii)	Beneficiary Bank Account No	90621010002659
(iii)	Beneficiary Bank Branch	Canara Bank, Transport Bhawan, 1-Parliament Street, New Delhi-110001
(iv)	Beneficiary Bank Branch IFSC	CNRB0019062



Bid Security and Tender fee

7. The bidders will continue to have facility to deposit the bid Security/tender fee into the bank account of the NHIDCL through the online facility provided by the Indusind Bank. **No amount may be deposited directly in the bank account of NHIDCL.** The payment through bank portal will facilitate issuance of invoice for the tender fee and refund of EMD to the unsuccessful bidders immediately on finalization of the bidder.

8. Please refer below steps to do the transaction for payment of EMD and tender fee via Payment Gateway/ generate NEFT/ RTGS challan by visiting website as given below:

Visit IndusCollect website: <https://induscollect.indusind.com/pay/index.php>

Step by Step process is attached as Annexure- I

9. Requisite changes may please be made in the RFP by the Technical Division.

This bears the approval of the Competent Authority.

(Mahesh Gupta)

Dy. General Manager (Fin)

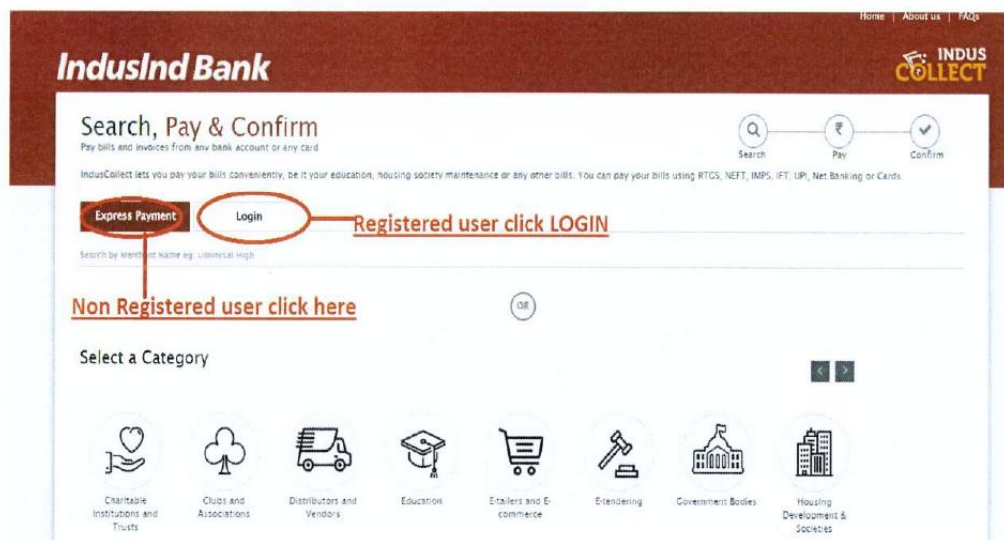
Copy to :

1. All ED (T). *All GM MD, All Dy GM (T)*
2. PS to MD, NHIDCL for information please.
3. PS to Dir (A&F), for information please.
4. PS to Dir (T), for information please
5. GM(IT) for uploading on the employees portal

Encl: As above

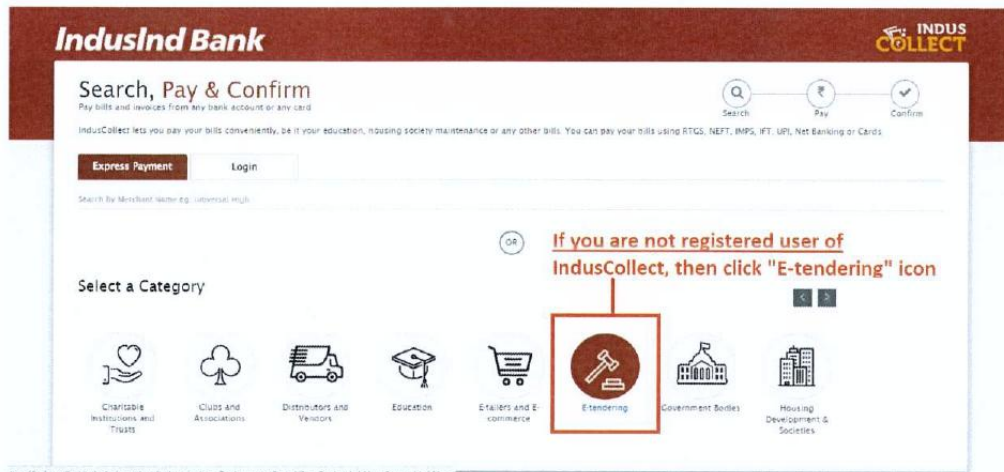
Steps for Bidder Payment

1. Visit IndusCollect website: <https://induscollect.indusind.com/pay/index.php>
2. Kindly select one of the two tabs:
 - # Express Payment (For Non-Registered User)
 - # Login (For Registered User)
3. If you are a registered user of IndusCollect, then login click on LOGIN tab. If you are not registered user of IndusCollect then click on Express Payment tab.

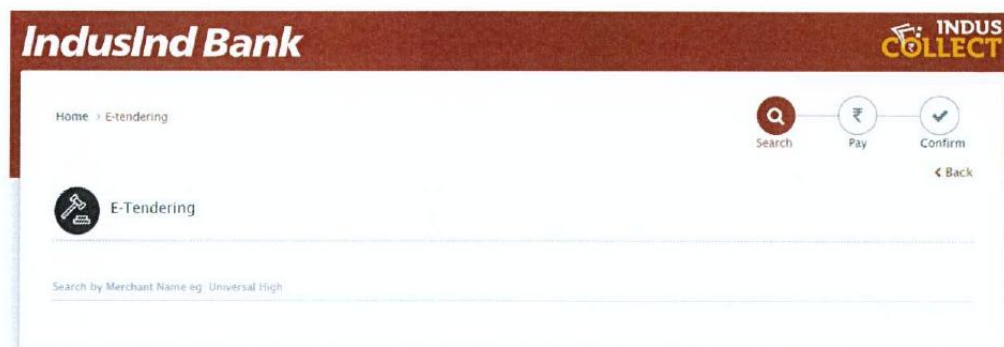


Flow for Non-Registered Users

a. Select Category



b. Type NHIDCL:



c. Select type of payment:

Home | About us | FAQs

IndusInd Bank

INDUS COLLECT

Home > E-tendering >

Search Pay Confirm

← Back

I want to make payment for:

Please select:

- Please select EMD
- Tender Fees

d. Enter Data & Click Submit:



Search
Pay
Confirm
← Back



I want to make payment for :

Department*

Division*

Job ID*

Tender type*

Contractor Name*

Mobile No*

Email*

Amount*

Verify Code*

Tender Fees

Please Select Tender type

FILL YOUR FIRM/COMPANY NAME



[Generate New Code \(/pay/index.php/easyPay/captcha?refresh=1\)](#)

Submit
Cancel

e. Select the payment mode:

IndusInd Bank




Reference No.: 111118178005401
Click for Future Reference

Invoice No.
FY 12-18

Invoice No.
WC 1

Job ID
Please add value

Mobile No.
7045570455

Email
sandeep@gmail.com

Bank Amount
100.00

Search
Pay
Confirm
← Back


Payment Options

Internet Banking	0
Credit Card	0
Debit Card	0
NEFT/RTGS/IMPS/Transfer Within Bank	0

f. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page.

g. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then:

Reference No.: 111118178005491
(Use for future reference)

Financial year
FY 17-18
Department
WC1
Job ID
Please add value
Mobile No.
7045570455
Email
pandey@gmail.com
User Amount
100.00

Internet Banking
Credit Card
Debit Card
NEFT/RTGS/IMPS/Transfer Within Bank

NEFT IMPS Transfer within bank

Post generation of payment slip please initiate the remittance through your bank.

Beneficiary Account No.
Beneficiary Name
Beneficiary IFSC Code
Beneficiary Bank

Challan Details

Basic Amount Rs. 100.00
Total Amount to be paid Rs. 100.00

Click on Generate Payment Slip

Generate Payment Slip

- User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
- User will then login to their own bank's Netbanking or mobile app.
- User will add beneficiary basis the details on Challan.
- User will then make the payment to beneficiary

Flow for Registered Users

a. Click Login

IndusInd Bank

INDUS COLLECT

Search, Pay & Confirm

Pay bills and invoices from any bank account or any card

IndusCollect lets you pay your bills conveniently, be it your education, housing society maintenance or any other bills. You can pay your bills using RTGS, NEFT, IMPS, IFD, UP, Net Banking or Cards.

Express Payment

Login

CUSTOMER

Email/Mobile No.

Password

Verify Code

maareed

Generate New Code

Reset

Login

Not yet registered? / Forgot password

MERCHANT

Merchant ID

Merchant Name

Merchant Code

Reset

Login

b. Click on MAKE PAYMENT

IndusInd Bank

INDUS COLLECT

Payment Analysis

3 Months

6 Months

1 Year

E-tendering

Education

My Favorite Biller

Add Biller

Click on MAKE PAYMENT

Last Payment

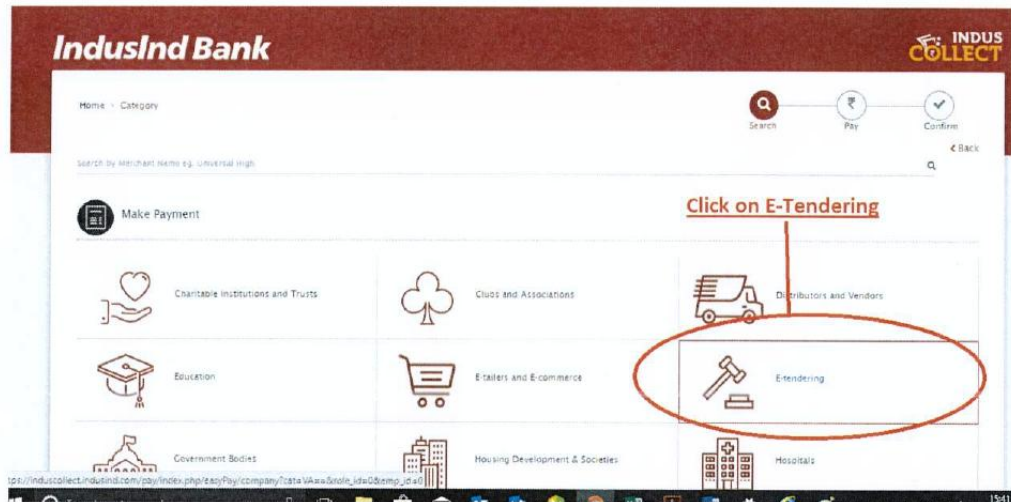
Make Payment

Date	Amount	Reference No.
15/06/2018	₹ 64.28	111118166006432
13/06/2018	₹ 56.64	111118166006431
15/06/2018	₹ 37.2	111118166006434
13/06/2018	₹ 53.1	111118166006428
15/06/2018	₹ 64.0	111118166006425

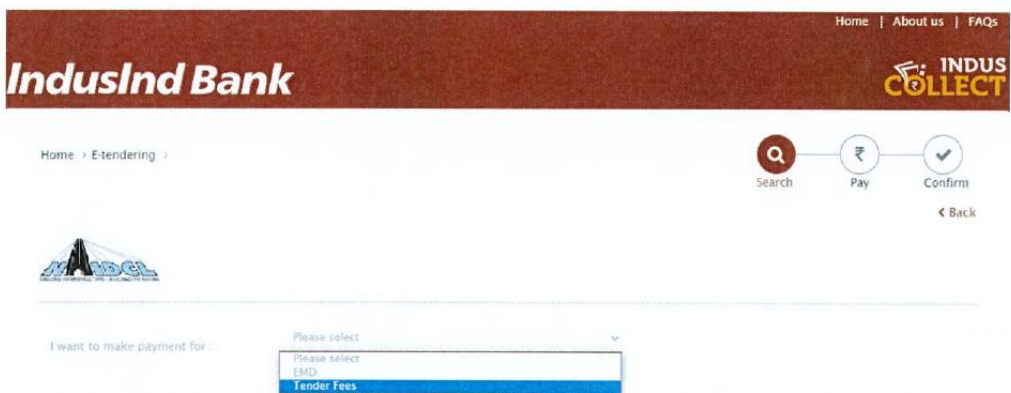
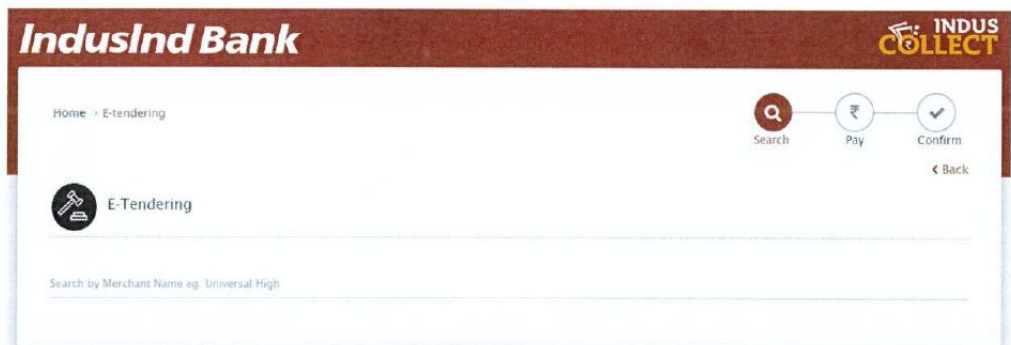
View All

8

c. Select Category



d. Type NHIDCL and Select type of Payment:



e. Enter Data & Click Submit:


Search


Pay


Confirm

[< Back](#)


MIDC
MUMBAI INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

I want to make payment for :

Tender Fees

Department*

Division*

Job ID*

Tender type*

Contractor Name*

Mobile No*

Email*

Amount*

Verify Code*

Please Select Tender type

FILL YOUR FIRM/COMPANY NAME


Generate New Code (</pay/index.php/easyPay/captcha?refresh=1>)

Submit

Cancel

f. Select the payment mode:

IndusInd Bank

Home > E-banking > NODIA A/J700879 > Payment

Reference No.: 111111877005401
(date for future reference)

Financial year:
FY 17-18

Department:
WC I

Job ID:
Please add value

Mobile No:
7045570455

Email:
pandey@gmail.com

Base Amount:
100.00

Payment Options

- Internet Banking
- Credit Card
- Debit Card
- NEFT/RTGS/IMPS/Transfer Within Bank

g. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page.

h. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then:

Reference No.: 111111877005401
(date for future reference)

Financial year:
FY 17-18

Department:
WC I

Job ID:
Please add value

Mobile No:
7045570455

Email:
pandey@gmail.com

Base Amount:
100.00

Payment Options

- Internet Banking
- Credit Card
- Debit Card
- NEFT/RTGS/IMPS/Transfer Within Bank

Challan Details

Beneficiary Name
with a authority

Beneficiary IFSC Code
WBI0000000

Beneficiary Bank
Individual Bank

Base Amount: Rs. 100.00
Total Amount to be paid: Rs. 100.00

Generate Payment Slip

Click on Generate Payment Slip

- User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
- User will then login to their own bank's Netbanking or mobile app.
- User will add beneficiary basis the details on Challan.
- User will then make the payment to beneficiary

Appendix B:

FORM FOR INSURANCE SURETY BOND

(See Clauses 2.21)

[Performance Security/Additional Performance Security]

To

_____ [Name of Authority]
_____ [Address of Authority]

WHEREAS _____ [name and address of Contractor] (hereafter called the “Contractor”) has undertaken, in pursuance of Letter of Acceptance (LOA) No _____ Dated _____ for construction of _____ [**Name of the project**] (hereinafter called the “Contract”)

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs. Cr. (Rupees crore) (the “**Surety Bond Amount**”¹).

AND WHEREAS we, ... through our branch at (the “**Surety Insurer**”) have agreed to furnish this **Surety Bond** by way of Performance Security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of **the Surety Bond Amount** as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this **Surety Bond**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**

¹ **Surety Bond** Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.

4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the **Surety Insurer** its demand under this **Surety Bond**.

5. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.

6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.

8. The **Surety Bond** shall cease to be in force and effect on ****\$. Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.

9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer**.

[§]Insert date atleast 2 (two) years from the date of issuance of this Surety Bond (in accordance with Clause 2.21 of the RFP). The Contractors can submit the Surety Bond for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the Surety Bond in one go for the entire DLP.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This **Surety bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Appendix C

BANK GUARANTEE FORMAT FOR BID SECURITY

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: **Tender No.** _____, **dated** _____

Bank Guarantee:

Date:

WHEREAS, _____ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____, **dated** _____ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Client] (hereinafter called "the Client") in the sum of Rs. _____ (Rupees _____ Lakhs Only) for which payment will and truly to be made to the said Client the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 201_

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,we undertake to pay the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Client, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall also be operatable at our New Delhi Branch located at _____, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

NOTE for Issuing Bank (Not to be included in the BG):-

1. *The stamp papers of appropriate value shall be purchased in the name of bank, who issues the "Bank Guarantee".*
2. *The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank*

acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.

3. The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
4. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
5. The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
6. The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) Transport Bhawan, 1st Parliament Street, New Delhi-110001
6	PAN No	AAECN7759E

7. The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

- -

Appendix-D

(To be on the letter head of the Bidder/ Each Member of the JV/Associates)
Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General
Financial Rules
(GFRs)

Mohammad Khalid
General Manager (Technical)
National Highways & Infrastructure
Development Corporation Ltd.
2nd Floor, PTI Building,
4- Parliament Street, New Delhi- 110001
Contact No. 011-23461696
Email: gmt5@nhidcl.com.
Ed3nhidcl@gmail.com

Sub: BID for "Name of work....."

Dear Sir,

With reference to your RFP document dated *** **\$, I, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors/Consultant from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020 and will not sub-contract any work to a contractor/Consultant from such countries unless such contractor/Consultant is registered with the said Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Each Member of the Consortium

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

OM F. No. 6/18/2019-PPD, dated 23rd July 2020 along MoRT&H Om dt 04.08.2020 are enclosed herewith for ready reference.

SECTION-

IV

Financial Proposal - Standard Forms

Table of Financial Forms

Form FIN-1: Financial Proposal Submission Form	3
Form FIN-2: BOQ	4-8
Appendix: Instructions for preparing Financial Proposal (to be uploaded in BOQ online at CPP Portal, https://eprocure.gov.in)	9-11

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan.**” in accordance with your Request for Proposal dated.. .., 2023 and our Technical Proposal. Our attached Financial Proposal has been uploaded in the prescribed BOQ form on CPP Portal (<https://eprocure.gov.in>).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 7.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form FIN-2: Format of BOQ

(**PLEASE NOTE** that this BOQ format is **not to be filled here**, but is to be filled in the EXCEL Sheet named 'BOQ' available on CPP Portal. After completing all the details therein **it must be uploaded ONLY on the CPP Portal** as Financial Proposal).

Format as below:

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: NHIDCL

Name of Work: Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan

BOQ Contract No: NHIDCL/TRIPURA/NH-208/K-T-H/JICA6/AE/2024

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBE R #	TEXT #	TEXT #	NUMBE R #	NUMB ER #	NUMBE R #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder excludi ng GST	Total GST @ 18%	TOTAL AMOU NT, inclusiv e of GST (in figures)	TOTAL AMOU NT inclusi ve of GST In Words
1	2	4	5	12	13	51	54	55

1	Lot-1							
1.1	Remuneration for Local Staff (inclusive of per Diem allowance)							
1.11	Team Leader/ Senior Highway Engineer 1 * [24]	24.000	Mont hs	INR		0	0.00	INR Zero Only
1.12	Resident Engineer / Highway Engineer 1* [24+60]	84.000	Mont hs	INR		0	0.00	INR Zero Only
1.13	Bridge/ Structure Engineer 1 * [24+ 60]	84.000	Mont hs	INR		0	0.00	INR Zero Only
1.14	Material/ QC Engineer 1*[24+60]	84.000	Mont hs	INR		0	0.00	INR Zero Only
1.15	Senior Quantity Surveyor [1*24	24.000	Mont hs	INR		0	0.00	INR Zero Only
1.16	Slope Protection/ Geotechnical Engineer 1*12	12.000	Mont hs	INR		0	0.00	INR Zero Only
1.17	Senior Environmental Expert 1*8	8.000	Mont hs	INR		0	0.00	INR Zero Only
1.2	Remuneration for Sub- Professional							
1.21	Highway Design Engineer	7.000	Mont hs	INR		0	0.00	INR Zero Only
1.22	Senior Contract Expert	5.000	Mont hs	INR		0	0.00	INR Zero Only
1.23	Hydraulic Engineer	5.000	Mont hs	INR		0	0.00	INR Zero Only
1.24	Bridge/ Structure Designer	7.000	Mont hs	INR		0	0.00	INR Zero Only
1.25	E&M Engineer	10.000	Mont hs	INR		0	0.00	INR Zero Only

1.26	Environmental Expert	12.000	Mont hs	INR		0	0.00	INR Zero Only
1.27	Social Safeguard Expert	12.000	Mont hs	INR		0	0.00	INR Zero Only
1.28	Traffic Survey & Analysis Expert	2.000	Mont hs	INR		0	0.00	INR Zero Only
2	Lot-2							
2.1	Remuneration for Local Staff (inclusive of per Diem allowance)							
2.11	Team Leader/ Senior Highway Engineer 1 * [24]	24.000	Mont hs	INR		0	0.00	INR Zero Only
2.12	Senior Slope Protection Expert 1 * [12]	12.000	Mont hs	INR		0	0.00	INR Zero Only
2.13	Resident Engineer / Highway Engineer 1* [24+60]	84.000	Mont hs	INR		0	0.00	INR Zero Only
2.14	Bridge/ Structure Engineer 1 * [24+ 60]	84.000	Mont hs	INR		0	0.00	INR Zero Only
2.15	Material/ QC Engineer 1*[24+60]	84.000	Mont hs	INR		0	0.00	INR Zero Only
2.16	Senior Quantity Surveyor [1*24]	24.000	Mont hs	INR		0	0.00	INR Zero Only
2.17	Slope Protection/ Geotechnical Engineer 1*12	12.000	Mont hs	INR		0	0.00	INR Zero Only
2.18	Senior Environmental Expert 1*8	8.000	Mont hs	INR		0	0.00	INR Zero Only
2.2	Remuneration for Sub- Professional							
2.21	Highway Design Engineer	7.000	Mont hs	INR		0	0.00	INR Zero Only

2.22	Senior Contract Expert	5.000	Mont hs	INR		0	0.00	INR Zero Only
2.23	Hydraulic Engineer	24.000	Mont hs	INR		0	0.00	INR Zero Only
2.24	Bridge/ Structure Designer	7.000	Mont hs	INR		0	0.00	INR Zero Only
2.25	E&M Engineer	10.000	Mont hs	INR		0	0.00	INR Zero Only
2.26	Environmental Expert	12.000	Mont hs	INR		0	0.00	INR Zero Only
2.27	Social Safeguard Expert	12.000	Mont hs	INR		0	0.00	INR Zero Only
2.28	Traffic Survey & Analysis Expert	2.000	Mont hs	INR		0	0.00	INR Zero Only
3	Support Staff (inclusive of per diem allowance)							
3.01	Office Manager Cum Accountant [2 * 24(const)+ 1 * 60(maint.)]	108.000	Mont hs	INR		0	0.00	INR Zero Only
3.02	Computer operator cum steno [2 * 24(const)+ 1 * 60(maint.)]	108.000	Mont hs	INR		0	0.00	INR Zero Only
3.03	Office Boy [2 * 24(const)+ 1 * 60(maint.)]	108.000	Mont hs	INR		0	0.00	INR Zero Only
4	Transportation (Fixed Costs)							
4.01	Innova/or equivalent (not more than 3 years old) (2 nos x 24 months + 1 nos x 60 months)	108.000	Mont hs	INR		0	0.00	INR Zero Only
4.02	Bolero or equivalent (not more than 3 years old) (4 nos x 24 months + 2nos x 60months)	216.000	Mont hs	INR		0	0.00	INR Zero Only

4.03	Duty Travel to Site(Fixed Costs): Professional and Sub-Professional Staff. The employer may require the key personnel to visit the Employer's Site Offices/Regional Office. The quoted amount against remuneration should include travel fare for 20 round trip to Employer's Head Office and 20 round trip to Employer's regional office	1.000	LS	INR		0	0.00	INR Zero Only
5	Office rent and Supplies, Utilities and Communication (Fixed Costs) e.g. Office Supplies, Drafting Supplies, Computer Running Costs and Domestic and International Communication							
5.01	During Construction Period (02 nos Offices) [2 * 24(Const.)]	48.000	Mont hs	INR		0	0.00	INR Zero Only
5.02	During Defect Liability Period (02 nos)	120.000	Mont hs	INR		0	0.00	INR Zero Only
6	Office Furniture and Equipment (Rental)Executive Table, Executive Chairs, Tables (for executive), Ordinary Chairs Type-I, Tables (for all other staff), Ordinary Chairs Type II (for all other staff), Steel Almirah, Visitors chairs/Conference room chairs, Tables for computers with 3 drawers, keyboard/mouse pull out trays, Printer desks, Side tables, Conference Table, Revolving Chairs for Computer Room/Drawing room, Telephone with PABX facilities, Photocopier, FAX, Computer PC (state of the art), LaserJet Printers, Binding Machine, Water Coolers and Software.							

6.01	During Construction Period (02 nos Offices) [2 * 24(Const.)]	48.000	Mont hs	INR		0	0.00	INR Zero Only
6.02	During Defect Liability Period (02nos)	120.000	Mont hs	INR		0	0.00	INR Zero Only
7	Rental cost towards Survey Equipment(GPS/Total station /Auto Level/LIDAR) with semiskilled survey Party (4 persons) and one dedicated vehicle for Survey Party (inclusive salary, fuel operationand maintenance etc complete) with rods, flags and other sundries	48.000	Mont hs	INR		0	0.00	INR Zero Only
8	Contigencies	1.000	Nos	INR		0	0.00	INR Zero Only
Total in Figures	0.00							INR Zero Only
Quoted Rate in Words	INR Zero Only							

-
- * roposed man month for supervision consultancy work has been prepared considering 24 month of construction period. However, the actual man month for the supervision consultancy will be as per actual construction period of subject project comprising 4 civil packages.
 - * The key professional expert shall remain same for all the 4 civil packages. however, sub professional expert & support staff will be divided in to two teams i.e 1st team will be deputed for 1st , 2nd civil and another team will be deputed for 3rd and 4th civil packages and the monthly remuneration shall be paid as per actual start of work.

* All items, only INR shall be applicable.

Note: Total amount/ Quoted Rate (in figures and words) reflected in the 2nd last and last row depicts the numerical sum of the amounts shown at Column no.7, without converting the same into equivalent INR and therefore may not be directly used for comparing the Financial Proposal(s) in case foreign currency figure(s) are also involved. For comparing the Financial Proposal in equivalent INR, the Cost arrived out by converting the foreign currency amount (if any) into equivalent INR using the Reference Rate of RBI 28 days prior to Bid Due date shall be considered as (Please refer clause 11.1(ii)) of Data Sheet to Instructions to Consultants. Reference Rate of RBI may please be seen at the following URL:

<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>

uploaded in the BOQ)

- 1 Financial Proposal is to be uploaded ONLY in prescribed BOQ on CPP Portal strictly in accordance with the instructions.
- 2 **S. No. 1 to 3 of BOQ: Remuneration (inclusive of per Diem allowance)**

The purpose is to identify the monthly billing rates for each Key Expert (also named as Key Professional) and Non-Key Expert (i.e. Sub-Professionals and Support Staff) to be filled by the Consultant as part of its proposed team of Experts. Please note that, for purposes of computing remuneration payable to Experts, payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
- 3 **S. No. 4 to 8 of BOQ Breakdown of Reimbursable Expenses**
 - (i) The purpose is to identify all reimbursable expenses in foreign and local currencies considered by the Consultant necessary to carry out the assignment.
 - (ii) Miscellaneous Costs

Miscellaneous costs include, but are not limited to:

 - a. The costs of international and local communication reasonably required by the Consultant for the purposes of the Services;
 - b. The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.;
 - c. The cost of acquisition, shipment and handling of the equipment, instruments, materials and supplies required for the Services;
 - d. Miscellaneous administrative and support costs.
 - (iii) Provisional Sums and Contingency

The amounts indicated as "Provisional sums" (e.g. workshops, seminar amount, etc.), which are reimbursable, and the contingency amount must be the exact amounts and in the same currency as specified in the Data Sheet for such cost.

Section V. Eligible Source Countries of Japanese ODA Loans

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

Section VI. Terms of Reference

1. Scope:

- 1.1. These Terms of reference (the “TOR”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated (the “Agreement”), which has been/is going to be entered into between the Authority and (the “Contractor”) **or Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan and a copy of which is annexed hereto and marked as Annex-A (OR shall be provided on signing of the contract with the selected Contractor) to form part of this TOR**

- 1.2 The TOR shall apply to construction and maintenance of the Project Highway.

1. Definitions and interpretation

- 1.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 1.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 1.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

2. Scope of Consulting Services

- 3.1 The Authority’s Engineer shall discharge its duties in a fair impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

- 3.2.1 The Authority’s Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:

- (a) any Time Extension;
- (b) any additional cost to be paid by the Authority to the Contractor;
- (c) the Termination Payment; or
- (d) any other matter, which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding 0.2% of Contract Price of the Civil Contract.

- 3.2.2 The Authority’s Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority’s Engineer within 10 (ten) days of the beginning of every month.

3.2.3 The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 3.2 above.

3.3 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13 of the Contract Agreement with the EPC Contractor.

3.4 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4. Role and responsibility of Officers of the Authority

The officer in-charge of the Authority (e.g. PD/ RO/ CGM/ Member in the case of NHAI; RO/CE/ADG in the case of MoRTH projects executed through the State PWDs; and GM/ED/Director in the case of NHIDCL) is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed under clause 18.2 of the EPC Agreement. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

5 Construction Period

- 5.1 During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6 of EPC Agreement. The Authority's Engineer shall complete such review and approve and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards
- 5.2 The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The review/approval of drawing should be authenticated by Authority's Engineer.
- 5.3 Quality Assurance Manual and Plan forms the basis of quality of the work. It is therefore essential that the Quality Assurance Manual and Plan prepared by the Concessionaire be checked and approved. Thus, the Authority's Engineer shall check contents of Quality Assurance Plan and Manual of Concessionaire as per requirements of Quality Management System (as per ISO 9001), IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The Authority's Engineer shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Authority's Engineer shall review and formally approve the QAM and Quality Plan and send one copy to the Authority. The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

5.4 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4 EPC Agreement.

5.5 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the contractor within 7 (seven) days of receipt of such report.

5.6 On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works. Following activities need to be undertaken during the visits.

- Review of construction including progress, quality and safety of construction
- Inspection of defects and deficiencies in construction works
- Witnessing quality inspection tests at labs established by Concessionaire on a sample basis

Review of quality of work shall be done in reference to Quality Assurance Plan (QAP)/Manual and ISO 9001:2008, IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The Authority's Engineer also needs to capture following documents and send to NHIDCL field office via email on a daily basis

- Scanned copy of filled RFI (Request for Inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by Concessionaire
- Daily inspection report Proforma as provided in Annexure I
- Readings of quality inspection tests witnessed by the Consultant
- Minimum 6 high resolution photographs supporting the remarks made by the Authority's Engineer in RFI form Team Leader will be responsible for sending daily emails to NHIDCL office

5.7 On a monthly basis, the Authority Engineer shall prepare a **Monthly Inspection Report** in accordance with the format prescribed in **Annexure V** setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Authority Engineer shall send a copy of its Inspection Report to the Authority and the Contractor latest by 7th of every month. Key sections of the Monthly Progress Report are as follows.

S No.	Section	Sub-Sections
1	Executive Summary	1.1 Construction progress in current month
		1.2 Summary of strip plan
		1.3 Detailed strip plan
		1.4 Current issues and recommended actions by AE
2	Project Overview	2.1 Salient Features of the Project
		2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
	Critical issues and Action	3.1 Pending issues and action log

3	log	3.2 Obligations as per contract
4	Physical Progress	4.1 Detailed physical progress by component
5	Land Acquisition and Clearances	5.1 LA summary
		5.2 LA detail by CALA
		5.3 LA detail by village
		5.4 Manpower with each CALA
		5.5 Clearances summary
		5.6 Status of utility shifting
6	Change of Scope	6.1 Status of pending COS proposals
7	Mobilization of Resources	7.1 Resource mobilization by contractor/ concessionaire
8	Financial Progress Details	8.1 Pen picture- Escrow
		8.2 Escrow details
9	Summary of quality control tests	9.1 Tests witnessed by IE/AE
		9.2 Tests conducted by IE/AE
10	Monitoring of maintenance obligations during construction phase	10.1 Critical issues and action log
		10.2 Cumulative defects and deficiencies
		10.3 Status of damages
11	Safety features	11.1 Pen picture on safety features at construction site
		11.2 Accident report
12	Annexures	Annex 1: Detailed list of physical components as per Schedule G
		Annex 2 onwards: Additional details provided by AE

- 5.8 If at any time during the Construction Period, the Authority Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.9 The Authority's Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- 5.10 For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the "Quality Control Manuals") or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 5.11 The Authority's Engineer shall test check at least 60(sixty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 5.12 The timing of tests referred to in Paragraph 5.10, and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 5.13 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- 5.14 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 of EPC Agreement shall apply.
- 5.15 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- 5.16 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's

quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2 of EPC Agreement.

- 5.17 Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- 5.18 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.19 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K. The Authority's Engineer shall use following equipment in carrying out the tests.

S No	Key metrics of Asset	Equipment to be used
1	Surface defects of pavement	Network Survey Vehicle (NSV)
2	Roughness of pavement	Laser Profilometer
3	Strength of pavement	Falling Weight Reflectometer (FWD)
4	Bridges	Mobile Bridge Inspection Unit (MBIU)
5	Road signs and road markings	Retro-reflectometer

6. Maintenance Period

6.1 The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with Contractor.

6.2 The Authority's Engineer shall undertake regular inspections, at least once every month to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

6.3 Visual Inspection of project highway

6.3.1 The Authority Engineer shall carry out visual inspection of entire highway stretch as per the frequency defined in the following table

Nature of defect or deficiency		Frequency of inspection
ROADS		
(a)	Carriageway and paved shoulders	
(i)	Breach or blockade	Daily
(ii)	Pot holes	Daily
(iii)	Cracking	Weekly
(iv)	Rutting	Weekly
(v)	Bleeding/skidding	Weekly
(vi)	Ravelling/Stripping of bitumen surface	Weekly
(vii)	Damage to pavement edges	Weekly
(viii)	Removal of debris	Daily
(b)	Hard/earth shoulders, side slopes, drains and culverts	
(i)	Variation by more than 2% in the prescribed slope of camber/cross fall	Weekly
(ii)	Edge drop at shoulders	Weekly
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	Weekly
(iv)	Rain cuts/gullies in slope	Weekly
(v)	Damage to or silting of culverts and side drains during and immediately preceding the rainy season	Weekly
(vi)	Desilting of drains in urban/semi-urban areas	Daily
(c)	Road side furniture including road signs and pavement marking	
(i)	Damage to shape or position; poor visibility or loss of retro-reflectivity	Daily
(d)	Street lighting and telecom (ATMS)	
(i)	Any major failure of the system	Daily
(ii)	Faults and minor failures	Daily
(iii)	Streetlight with Lux Meter	Weekly
(e)	Trees and plantation	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	Daily
(ii)	Deterioration in health of trees and bushes	Weekly
(iii)	Replacement of trees and bushes	Weekly
(iv)	Removal of vegetation affecting sight line and road structures	Weekly
(f)	Rest areas/Wayside amenities	
(i)	Cleaning of toilets	Daily
(ii)	Defects in electrical, water and sanitary installations	Daily
(g)	Toll plaza[s]	
(i)	Failure of toll collection equipment including ETC or lighting	Daily
(ii)	Damage to toll plaza	Weekly
(h)	Other Project Facilities and Approach roads	
(i)	Damage or deterioration in Approach Roads, [pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works]	Daily
(j)	Incident Management	

Nature of defect or deficiency		Frequency of inspection
(i)	Instances of Incident Management as reported including time of call, response time, services rendered and time of clearing of the Highway.	Daily
(ii)	List of the Incident Management Services rendered.	Weekly
BRIDGES		
(a)	Superstructure of bridges	
(i)	Cracks	Weekly
(ii)	Spalling/scaling	Weekly
(b)	Foundations of bridges	
(i)	Scouring and/or cavitation	Weekly
(c)	Piers, abutments, return walls and wing walls of bridges	
(i)	Cracks and damages including settlement and tilting	Weekly
(d)	Bearings (metallic) of bridges	
(i)	Deformation	Weekly
(e)	Joints in bridges	
(i)	Loosening and malfunctioning of joints	Weekly
(f)	Other items relating to bridges	
(i)	Deforming of pads in elastomeric bearings	Weekly
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	Weekly
(iii)	Damage or deterioration in parapets and handrails	Weekly
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	Weekly
(v)	Damage to wearing coat	Weekly
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	Weekly
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	Weekly

6.3.2 All elements which have daily inspection frequency shall be inspected weekly as well. Similarly, all elements which have weekly inspection frequency shall be inspected monthly as well.

6.3.3 Daily inspection report format and weekly inspection report format has been provided in Annexure II and III of this document respectively. Manpower which needs to conduct visual inspection and mode of reporting is defined in the following table

Frequency of inspection	Inspection to be carried out by	Mode of reporting
Daily	Sub-professional staff	Soft copy by Email
Weekly	Key personnel	Soft copy by Email
Monthly	Key personnel	Hard copy and Soft copy

6.3.4 High resolution photographs and video of the highway stretches having defects and/or deficiencies shall be submitted along with Weekly Inspection Report and Monthly Status Report. Summary of key observations around defects and deficiencies in highway stretch shall be reported in Monthly Progress Report and detailed inspection report shall be provided as Annexure to Monthly Progress Report.

6.3.5 The Authority's Engineer shall also be responsible for inspection and monitoring of Wayside Amenities. ETC (Electronic Toll Collection) and ATMS (Advanced Traffic Management System) and incident management.

6.4 Road conditions surveys

6.4.1 The carrying out of condition surveys will be one of the most important and crucial field tasks under the project. The Authority Engineer shall carry out condition surveys using equipment and following a frequency as defined under.

S No	Key metrics of Asset	Equipment to be used	Frequency of condition survey
1	Surface defects of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy season)
2	Roughness of pavement	Laser Profilometer	At least twice a year (As per survey months defined for the state basis rainy season)
3	Strength of pavement	Falling Weight Reflectometer (FWD)	At least once a year
4	Bridges	Mobile Bridge Inspection Unit (MBIU)	At least twice a year (As per survey months defined for the state basis rainy season)
5	Road signs	Retro-reflectometer	At least twice a year (As per survey months defined for the state basis rainy season)

The first equipment based inspection shall be conducted at the time of completion testing. The other inspections shall be conducted before and after the rainy seasons as per the schedule defined in Annexure IV, except for FWD testing which shall be conducted once a year.

Calibration of equipment, wherever needed, is required to be done in presence of Competent Authority. Once approval of equipment, the settings and a sample data set is provided by Competent Authority, network level data for entire project stretch can be collected. Month of survey for each state has been defined in Annexure IV of this document.

6.4.2 Measurement of pavement surface defects and roughness

- i. The Authority Engineer shall use Network Survey Vehicles mounted with equipment such as Laser based automatic crack detection , high resolution digital cameras for RoW and pavement, high accuracy DGPS receiver and in vehicle data processing software or better technology to accurately measure following pavement surface properties

Surface defect	Dimensions to be reported
Cracking	• Length • Width • Depth
Potholes	• Area • Depth
Raveling	• Indicator

Surface defect	Dimensions to be reported
	• % • Area
Rutting	• Depth • Width
Concrete Joint/ Faulting	• Length
Roughness	• IRI in both wheel paths

- ii. The following criteria shall be met by the process of defects detection
- ☐ Measurement of 3D road profile using such technologies as laser scanning or other proven technologies.
 - ☐ Ability to operate (collect data) at different speeds with a minimum speed of 30km/hr and upto at least 75 km/ hr.
 - ☐ Profile depth accuracy of 0.5mm
 - ☐ Capability for lane tracking to control driver wander' and ensure high repeatability of data between surveys.
 - ☐ Measure at least 3.5m width of highway lane.
 - ☐ Transverse Profile including rut depth measurement of pavement surface widths of both carriageway and shoulders. The rut depth data must be convertible to different straightedge lengths (1.8m to 3.5m) and meet industry standards (ASTM E1703 / E1703M).
 - ☐ Pavement images with capability to automatically identify and rate distresses
 - ☐ Roughness measurement with outputs of both raw longitudinal profiles and International Roughness Index (IRI) calculation shall be reported at least 100m referenced to the preceding Location Reference Post (LRP). The roughness must meet ASTM-E950 (equivalent to Class I road profiler). The IRI shall be determined in both wheel paths.
 - ☐ Ability to record images at user-defined intervals (e.g. every 5, 10m, etc.)
 - ☐ Minimum images resolution of 1600x1200
 - ☐ Outputs must include Standard JPEG image or similar industry standard
 - ☐ Distance resolution of <1mm,
 - ☐ Capable of achieving distance accuracy of 0.1% (i.e. within 1m over 1km distance)
 - ☐ All data outputs should be in a non-proprietary format (e.g. .CSV, .MDB, Excel) and not require specialist software in order to view or format data
 - ☐ Data should also be capable of being easily formatted into data compatible with HDM-4
- iii. The following are the set of deliverables which should be submitted after completion of survey as part of Monthly Progress Report
- ☐ Raw data generated from the equipment which are part of Network Survey covering the parameters mentioned in above table. It should also include
 - Survey ID, Description, Date, Lane
 - GPS referenced data for GIS mapping

- Video logging
 - Pavement imagery (AVI/JPEG)
 - 360 degree imagery (JPEG)
- Interpretation report covering summary of entire survey and analysis of defects and deficiencies

6.4.3 Measurement of pavement strength

- (i) The Authority Engineer shall carry out structural strength surveys for existing pavements using Falling Weight Deflectometer technique in accordance with the procedure given in IRC:115-2014 (Guidelines for Structural Evaluation and Strengthening of Flexible Road Pavements Using Falling Weight Deflectometer (FWD) Technique) and IRC: 117-2015 (Guidelines for the Structural Evaluation of Rigid Pavement by Falling Weight Deflectometer)
- (ii) The interval at which deflection measurements are to be taken up are as per IRC:115- 2014 / IRC:117-2015. For flexible pavements, the sample size and the interval of the data to be collected depends on the length of the uniform section calculated and condition of the pavement section i.e. ‘good’, ‘fair’ and ‘poor’ for each lane, established on the pavement condition data based on the criterion given in IRC:115-2014. For rigid pavements, the deflection data may be collected at interiors, corners, transverse joints and longitudinal joints in the outer lanes at intervals as specified in IRC:117-2015.
- (iii) The following are the set of deliverables which should be submitted after completion of inspection test as part of Monthly Progress Report
 - Data report covering following parameters
 - Deflection Bowl (Transient Deflections at seven different points)
 - Corrected Elastic Modulus Bituminous E1
 - Corrected Elastic Modulus Granular E2
 - Corrected Elastic Modulus Subgrade E3
 - Subgrade CBR
 - Interpretation report covering summary of entire survey results and analysis of key parameters

6.4.4 The Authority Engineer shall carry out the condition and structural assessment survey of the bridges in accordance with IRC-SP; 35 with the use of Mobile Bridge Inspection unit (MBIU) or better technology.

- (i) The following criteria shall be met by the process of bridge condition assessment
 - Automatic folding and unfolding of platform
 - 90 degree rotation of platform
 - Sufficient safety features to be incorporated such as dedicated power supply, emergency cut off system, etc
 - Complete access to hidden parts of the bridge by the raters
- (ii) Detailed bridge inspection report shall be submitted as per the Inspection

Proforma provided in IRC-SP 35

6.4.5 Measurement of retro reflection of road signs

- (i) The Authority Engineer shall measure Coefficient of retro reflected luminance R_A (night time retro reflection) of road traffic signs using a portable retro reflectometer.
- (ii) The following criteria shall be met by the process of road signs retro reflection measurement
 - Measurement of retro reflective signs shall be conducted in accordance with ASTM E1709 and ASTM E2540
 - Measurement time after pressing trigger shall be less than or equal to 1 sec
 - Observation angle adjustment from 0.2 degrees to 2.0 degrees
 - Entrance angle adjustment from -45 degrees to +45 degrees
 - Self-contained commercially available battery
 - Inbuilt data storage of at least 2,000 measurements so that data transfer requirement is minimized while the survey is being conducted
 - Interface for transferring data from device to Computer
 - Built in GPS to capture GPS coordinates of road sign
 - Range shall be at least 0-2000 cd/lx/m²
- (iii) The following are the set of deliverables which should be submitted after completion of survey as part of Monthly Progress Report
 - System generated coefficient of retro reflected luminance R_A (nighttime retro reflection) of all road signs
 - Interpretation report covering analysis of road signs falling in different range of R_A and actions to be taken

6.4.6 The Authority Engineer shall carry out following inspections of ETC lanes at toll plazas on a month basis:

- (i) *Infrastructure:*
 - *Availability of civil infrastructure at toll plazas required for installation of ETC systems*
 - *Adequacy of hardware, software and other related items as per IHMCL/ NHIDCL technical specifications and requirements*
- (ii) *Operations:*
 - *Adherence of various stakeholders (acquirer bank, system integrator, toll operator, issuer bank etc) of the ETC system to the service level agreements*
 - *Efficacy of the ETC system (RFID tagging, AVC, WIM etc) in terms of accuracy and uptime*
 - *Tracking and reporting toll plaza experience metrics such as average*

waiting time, transaction times for different modes of payment (RFID, cash, smart cards, QR codes etc) and congestion levels (eg. length of queue in different lanes) across 4 different times in a day

- *Robustness of dispute resolution mechanisms in place for the tag holder and toll operators by the issuer and acquirer banks*

6.5 The Authority Engineer shall prepare a Monthly Status Report in O&M phase of project in respect of its duties and functions under this Agreement and in accordance with the format prescribed in Annexure VI. 1st deliverable of the report which is an executive summary to the main report (Section 1) shall be submitted to the Authority and updated on the PMIS and project specific website by 4th of every month. Main report (Section 2 onwards) shall be submitted to the Authority and updated on the PMIS and project specific website by 7th of every month. Key sections of the Monthly Status Report are as follows;

S.No	Sections	Sub sections
1	Executive Summary	1.1 Overall road condition
		1.2 Key reporting metrics
		1.3 Key maintenance activities undertaken
		1.4 Pending issues
		1.5 Recommended actions by AE
		1.6 Strip plan for maintenance
2	Project Overview	2.1 Key project details
		2.2 Location map
		2.3 Key plan
		2.4 Summary of project features
		2.5 RoW availability
3	Critical issues and action taken	3.1 Issue and action log
		3.2 Summary of deficiencies
		3.3 Obligations as per contract
		3.4 Inspection schedule
4	Monthly Inspection Report	4.1 Summary of NCR issued
		4.2 Equipment based inspection report
5	Monitoring of ETC Lanes	5.1 Monthly ETC Report
		5.2 On-ground infrastructure report
		5.3 On ground ETC operations & SLA adherence
6	Status of damages	6.1 Damages for non completion of project facilities
		6.2 Damages for breach of maintenance activities
		6.3 Damages for non completion of major maintenance works
7	Change of Scope proposals	7.1 Change of Scope proposals
8	Status of pending disputes	8.1 Status of pending disputes
9	Reports	9.1 Toll collection statement
		9.2 Accident Report
		9.3 Details of user complaints
		9.4 Encroachment list
		9.5 Lane closure report
		Annex I- Detailed visual inspection report of project highway

6.6 The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf.

6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.8 The Authority's Engineer shall examine the request of the Contractor for closure of any lane (s) of the Project Highway for undertakings maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane (s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5 of EPC Agreement

7 *Determination of costs and time*

- 7.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 7.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- 7.3 The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5 of EPC Agreement.

8 *Payments*

- 8.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provision of Clause 10.2.4 (d) of EPC Agreement.
- 8.2 Authority's Engineer shall
 - (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
 - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement.

8.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the First stage Maintenance Payment Statement from the Contractor pursuant to Clause 19.6 of EPC Agreement, verify the Contractor's statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

8.4 The Authority's Engineer shall certify final payment with 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16 of EPC Agreement.

9. Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMP)

The Consultant shall:

- (a) Update EMP as appropriate; incorporate necessary technical specifications with design and contract documentation;
- (b) Assist NHIDCL in preparation of Forest Clearance or the required environmental clearance in accordance with EIA and the conditions stated in environmental permit certifications (EPC) for the Project;
- (c) Assist NHIDCL in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations, if necessary;
- (d) Assist NHIDCL in obtaining the Forest Clearance from the state and central government, or the required environmental clearance, in accordance with the planned implementation schedule;
- (e) During the preparation of bidding documents, clearly identify environmental responsibilities as explained in the EIA and EMP;
- (f) Assist NHIDCL to review the construction Contractors' Environmental program to be prepared by the contractor in accordance with EMP, relevant plans and JICA Environmental Guidelines and to make recommendations to NHIDCL regarding any necessary amendments for its approval;
- (g) Assist NHIDCL to implement the measures identified in the EMP; Monitor the effectiveness of EMP and negative impacts on environment caused by the construction works and provide technical advice, including a feasible solution, so that NHIDCL can improve situation when necessary;
- (h) Assist NHIDCL in monitoring the compliance with conditions stated in the EPC and the requirements under EMP and JICA Environmental Guidelines;
- (i) Assist NHIDCL to review the Construction Contractor's STI, STD and HIV/AIDS Prevention Program to be prepared by the contractor in accordance with the civil works contract, and to make recommendations to NHIDCL regarding any necessary amendments for its approval;
- (j) Assist NHIDCL in preparation of the answer to the request from JICA's advisory committee for environmental and social consideration if necessary.
- (k) Assist NHIDCL in the capacity building of NHIDCL staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting.

10. Technology Transfer

The Consultant shall carry out the technology transfer as an important aspect in supervision works. The Consultant shall provide the opportunity to NHIDCL and other relevant authorities' officers and staffs to be involved in the working team of the consultant during the contract administration and supervision works for their capacity building wherever possible. If requested by NHIDCL, the Consultant shall brief and demonstrate the survey and design procedure, the construction supervision

and contract management process and procedures. The consultant shall assist NHIDCL and its staff to build their capacity as a part of on the job training under the Project.

11 Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

12 Miscellaneous

- 12.1 All key personnel and sub professional staff of the Authority Engineer shall use the fingerprint based (biometric) attendance system for marking their daily attendance. Attendance shall be marked at least once a day and anytime during the day. 1 Biometric Attendance System shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway upto a maximum of 1 system per 50 km in order to encourage frequent visits of project highway by key personnel and sub professional staff. A copy of monthly attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from Project Director of concerned stretch
- 12.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
- 12.3 The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as – built' Drawings and keep them in its safe custody.
- 12.4 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as built Drawings in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Authority against receipt thereof.
- 12.5 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
- 12.6 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

13. PERFORMANCE CLAUSE

Authority's Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Authority Engineer shall appoint its authorized representative, who shall issue on behalf of the AE, Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

Note: Regarding Non Performance, Guidelines issued by MoRT&H vide letter No. RW/NH-33044/24/2020-S&R (P&B) dated 06.01.2021 (copy enclosed) and vide letter No. RW/NH-33044/76/2021-S&R (P&B) dated 07.10.2021 (copy enclosed) will be followed and accordingly, suitable action will be taken as per these guidelines.

14 Project Performance Indicators

The Authority Engineer Shall, two years after **the completion** of all the construction works, conduct necessary surveys and measure/assess both quantitative and qualitative effects of the Project agreed in the Loan Agreement, and submit to NHIDCL. Indicators to be measured are as follows and baseline values were set in 2021 by the JICA preparatory survey:

- Average Travel Time (min)
- Traffic Volume (PCU/Day)
- Average Travel Cost (Rupees/Vehicle/km)
- No. of Passengers (000 Pax/year)
- Freight Volume (000 tonne/year)

15 Miscellaneous

- 15.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Authority's Engineer pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
- 15.2 Within 90 (ninety) days of the project completion date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in two hard copies editable soft copy and hand over to the Authority.
- 15.3 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the parties in arriving at an amicable settlement of any dispute between the parties.
- 15.4 The Authority's Engineer shall inform the Authority and the Contractor for any event of Contractor's Default within one week of its occurrence.
- 15.5 The Consultant Shall:

- (a) Conduct awareness activities to the Contractors concerning prevention and mitigation of Coronavirus disease (Covid-19) at the Construction sites.
- (b) Immediately report to NHIDCL if any person infected with Covid-19 is confirmed at the construction sites;
- (c) Assist NHIDCL in preparing 'COVID Mitigation Matrix,' which will be submitted together with Quarterly Progress Report.

16. Expected Time Schedule

The total duration of consulting services will be 84 months i.e., 24 months Construction period and 60 months of defects liability period.

The project shall be divided into two packages for supervision. Package –I & II comprise of length = 63.259 km shall be supervised by team mentioned under clause 14.1 of Table 1 of Lot1 and Package –III & IV comprise of length = 71.654 km shall be supervised by team mentioned under clause 14.1 of Table 1 of Lot2

17. Staffing (Expertise Required)

17.1 Professional consultants (Key Experts) will be engaged as tabulated below:

Normal Highway Project: Lot 1

A . International Experts		
S. No.	Description	Person-Months of Input (Minimum)
1	Team Leader/ Senior Highway Engineer	24
	Subtotal of Pro A	24
B. National Experts		
1	Senior Environmental Expert	8
2	Highway Design Engineer	7
3	Slope Protection/Geotechnical Engineer	12
4	Hydraulic Engineer	5
5	Bridge/ Structure Designer	7
6	Senior Quantity Surveyor	24
7	E&M Engineer	10
8	Environmental Expert	12
9	Social Safegaurd Expert	12
10	Senior Contract Expert	5
11	Resident Engineer / Highway Engineer	84
12	Bridge/ Structure Engineer	84
13	Material/ QC Engineer	84
14	Traffic Survey & Analysis Expert	2
	Subtotal of Pro B	380

Normal Highway Project: Lot 2

A . International Experts		
S. No.	Description	Person-Months of Input (Minimum)
2	Team Leader/ Senior Highway Engineer	24
3	Senior Slope Protection Expert	12
	Subtotal of Pro A	36
B. National Experts		
15	Senior Environmental Expert	8
16	Highway Design Engineer	7
17	Slope Protection/ Geotechnical Engineer	12
18	Hydraulic Engineer	5
19	Bridge/ Structure Designer	7
20	Senior Quantity Surveyor	24
21	E&M Engineer	10
22	Environmental Expert	12
23	Social Safegaurd Expert	12
24	Senior Contract Expert	5
25	Resident Engineer / Highway Engineer	84
26	Bridge/ Structure Engineer	84
27	Material/ QC Engineer	84
28	Traffic Survey & Analysis Expert	2
	Subtotal of Pro B	392

172 Qualification of Key Experts

The qualification of key team members is shown in Table below:

Qualification of Key Experts for LoT 1

International	
Team Leader/Senior Highway Engineer	<u>Education:</u> - Graduate in Civil Engineering - Preferably Post Graduate in Construction Management/Highway Engineering
	<u>Experience:</u> - Experience in highway/road related field: 20 years or more - Experience of construction supervision in international project: at least two highway project contracts, of which each contract amount is more than USD 30 Million - Experience of leading a consultants' team in construction supervision of highway/road project as the Team Leader/deputy Team Leader/Project Manager: 3 or more - Experience of Japanese ODA loan project or

	international doner's project as a management position 1 or more
National	
Senior Environmental Expert	<u>Education:</u> - Graduate in Civil Engineering/Environment Management or Sociology <u>Experience:</u> - Experience in environmental management of highway/road projects' 10 years or more and 3 projects or more - Experience of Japanese ODA loan project: 1 or more
Resident Engineer/Highway Engineer	<u>Education:</u> - Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> - Experience in highway/road related field: 15 years or more - Experience of construction supervision of highway/road projects in similar capacity: 10 years or more and 3 projects or more including at least one international projects - Experience as Resident Engineer in highway/road project funded by Multilateral Bilateral Agency(ies): 2 or more
Bridge/Structure Engineer	<u>Education:</u> - Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> - Experience in highway/road/bridge related field: 15 years or more - Experience of construction supervision of bridge projects in similar capacity' 10 years or more and 3 projects or more - Experience of design/design review of bridge structure: 5 years or more - Experience in highway/road project funded by Multilateral Bilateral Agency(ies): 2 or more
Material/QC Engineer	<u>Education'</u> - Graduate in Civil/Structure Engineering or relevant field <u>Experience</u> - Experience in road related field- 15 years or more - Experience of construction supervision of highway/road projects in similar capacity' 10 years or more and 2 projects or more including at least one project funded by Multilateral/ Bilateral Agency(ies)
Senior Quantity Surveyor	<u>Education:</u> - Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> - Experience in highway/road related field: 15 years or more - Experience of construction supervision of highway/road projects in similar capacity: 10 years or more and 3 projects or more including at least one international projects - Familiarity with the language and the conditions of India including North East Region

Qualification of Key Experts for LoT 2	
International	
Team Leader/Senior Highway Engineer	<u>Education</u> • Graduate in Civil Engineering • Preferably Post Graduate in Construction Management/Highway Engineering <u>Experience:</u> • Experience in highway/road related field 20 years or more Experience of construction supervision in international project at least two highway project contracts, of which each contract amount is more than USD 30 Million • Experience of leading a consultants' team in construction supervision of highway/road project as the Team Leader/deputy Team Leader/Project Manager - 3 or more Experience of Japanese ODA loan project or international donor's project as a management position 1 or more
Senior Slope Protection Expert -	<u>Education-</u> • Graduate in Civil Engineering/Geology/Geotechnical Engineering <u>Experience:</u> • Experience in design and/or construction supervision of slope protection measures of highway/road projects- 10 years or more and 3 projects or more • Experience of Japanese ODA loan project' 1 or more
National	
Senior Environmental Expert	<u>Education</u> • Graduate in Civil Engineering/Environment Management or Sociology <u>Experience</u> • Experience in environmental management of highway/road projects: 10 years or more and 3 projects or more • Experience of Japanese ODA loan project' 1 or more
Resident Engineer/Highway Engineer	<u>Education:</u> • Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> • Experience in highway/road related field: 15 years or more • Experience of construction supervision of highway/road projects in similar capacity' 10 years or more and 3 projects or more including at least one international projects • Experience as Resident Engineer in highway/road project funded by Multilateral/ Bilateral Agency(ies): 2 or more
Bridge/Structure Engineer	<u>Education:</u> • Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> • Experience in highway/road/bridge related field: 15 years or more • Experience of construction supervision of bridge projects in similar capacity: 10 years or more and 3 projects or more • Experience of design/design review of bridge structure:

	1 year or more • Experience in highway/road project funded by Multilateral/Bilateral Agency(ies): at least 1 project
Material/QC Engineer	<u>Education:</u> • Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> • Experience in road related field: 15 years or more • Experience of construction supervision of highway/road projects in similar capacity: 10 years or more and 2 projects or more including at least one project funded by Multilateral/ Bilateral Agency (ies).
Senior Quantity Surveyor	<u>Education:</u> • Graduate in Civil/Structure Engineering or relevant field <u>Experience:</u> • Experience in highway/road related field: 15 years or more • Experience of construction supervision of highway/road projects in similar capacity: 10 years or more and 3 projects or more including at least one international projects • Familiarity with the language and the conditions of India including North East Region
Slope protection/Geotechnical Engineer	<u>Education:</u> • Graduate in Civil Engineering/Geology/Geotechnical Engineering <u>Experience:</u> • Experience in design and/or construction supervision of slope protection measures of highway/road projects- 10 years or more and 3 projects or more • Experience of construction supervision of highway/road projects in similar capacity 10 years or more and 2 projects or more including at least one project funded by Multilateral/ Bilateral Agency(ies)

173 Scope of Works for the Respective Personnel

Detailed information on the major tasks and duties each member of the construction supervision team shall perform is provided as follows:

Position	Major Tasks & Duties
IE 1 and IE2 Team Leader	1. Ensure that all supervision team members undertake comprehensive day-to-day field contract supervision, quality assurance, measurements and administration services at the site. He shall act as representative of the Consulting firm appointed by the Authority. 2. Instruct and advise all supervision team members to maintain full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 3. Review all the design, drawings and construction plans submitted by the Contractors. 4. Certify advance payments in accordance with the contracts when necessary. 5. Certify interim and final payment certificates for submission to NHIDCL and assist in preparing loan withdrawal documentation for submission to JICA. 6. Prepare monthly progress reports and quarterly progress reports in a form of agreed with NHIDCL and submit the reports. 7. Prepare a final report, which will be a compilation and condensation of the data presented in regular monthly progress reports, together with copies of as built drawings, for each and all contracts. 8. Preparation of QPRs, Environmental and Social reports as per JICA Format.
IE3 (for Lot 2 only) Senior Slope Protection Expert	1) Review all the detailed designs and the tender documents. 2) Review all the design, drawings and construction plans submitted by the Contractor. 3) Assist the Team Leader in all his/her activities including technology transfer plan and implementation.
LE 1 and LE15 A 3 Senior Environmental Expert	1. Assist NHIDCL to implement the measures identified in the Project's Environmental Management Plan (EMP). 2. Provide skills transfer with respect to environment, through workshops, seminars, and on-the-job training, to the NHIDCL regional engineers and district coordinators. Review of EMP and revise it if required. 3. Establish actual environmental management and monitoring plan at beginning of project implementation. 4. Supervise and monitor whether the required measures specified in the EMP and provide instruction as required. 5. Supervise and monitor whether the required measures specified in the EMP and provide instruction as required. 6. Review, supervise and monitor STI, STD and HIV/AIDS prevention program implemented by the Contractor. 7. At the completion of each road rehabilitation project, (a) undertake final environmental monitoring and evaluation against the set indicators, (b) evaluate sustainability of environmental benefits associated with road improvement, taking into account both positive and negative impacts associated with roads, and (c) prepare an evaluation report.
LE2 and LE16 Highway Design Engineer	1. Review and Check the highway design, drawings and work plan submitted by the Contractors 2. Carry out modifications in design / drawings as considered necessary. 3. Assist in issuing good for construction drawings to Contractor.

	4. Assist the Team Leader in all matters related to the highway design. 5. Assist the Team Leader to approve the contractor's mobilization plan, work program, method statements, key personnel, etc.
LE3 Geotechnical Engineer	1. Review and check the geotechnical investigations plan and result submitted by the Contractors 2. Review and check the design and drawings of embankment protection works. 3. Carry out modifications in design / drawings as considered necessary. 4. Assist in issuing good for construction drawings to Contractor. 5. Assist the Team Leader in all matters related to the geotechnical issues.
LE 17 (for Lot 2 only) Slope Protection/Geotechnical Engineer	1. Review and check the geotechnical investigations plan and result submitted by the Contractors. 2. Review and check the design and drawings of slope/embankment protection measures and method statements. 3. Assist in issuing good for construction drawings to Contractor. 4. Supervise and monitor the contractors' slope protection works. 5. Assist the Team Leader and the Senior Slope Protection Expert in all matters related to the slope protection and geotechnical issues.
LE4 and LE 18 Hydraulic Engineer	1. Review available study report, design and drawings for hydrological analysis and structures. 2. Check the hydrological, hydraulic analysis and design of bridge/culverts by the Contractors. 3. Carry out modifications in design / drawings as considered necessary.
LE 12 and LE26 Bridge/Structure Engineer	1. Review available study report, design and drawings for bridges and structures. 2. Check the design of bridge/culverts by the Contractors. 3. Carry out modifications in design / drawings as considered necessary.
LE6 and LE20 Quantity Surveyor	1. Ensure full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 2. Review and check the inspection sheets submitted by the field engineers. 3. Review and check the interim payments and final payment claims submitted by the Contractors, particularly the bill of quantities done by the Contractors. 4. Provide or review the unit price for new work items when necessary. 5. Support the Contract Expert to evaluate the claims submitted by the contractor. 6. Assist the Team Leader/Resident Engineer in all the activities related to work volume calculation and payments during the 7. Construction supervision stage.
LE7 and LE21 E&M Engineer	1. Review available study report, design and drawings of lightings. 2. Check the design of lighting by the Contractor. 3. Carry out modifications in design / drawings as considered necessary. 4. Check the method statement submitted by the Contractor including material and equipment plan. 5. Assist the Team Leader/Resident Engineer in all activities related to lighting and other equipment during the construction supervision stage.
LE8 and LE22 Environmental Expert	1. Work under and together with Senior Environmental Expert 2. Assist NHIDCL to implement the measures identified in the Project's Environmental Management Plan (EMP). 3. Provide skills transfer with respect to environment, through workshops, seminars, and on-the-job training, to the NHIDCL regional engineers and district coordinators. Review of EMP and revise it if required so. 4. Establish actual environmental management and monitoring plan at beginning of project implementation. 5. Supervise and monitoring whether the required measures specified in the EMP and provide instruction as required. 6. Supervise and monitoring whether the required measures specified in the EMP and provide instruction as required. 7. At the completion of each road rehabilitation project, (a) undertake final

	environmental monitoring and evaluation against the set indicators, (b) evaluate sustainability of environmental benefits associated with road improvement, taking into account both positive and negative impacts associated with roads, and (c) prepare an evaluation report for each subproject
LE9 and LE23 Social Safeguard Expert	1. Assist NHIDCL in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. The places where each eligible PAPs will relocate to are necessary to be recorded so that NHIDCL could implement monitoring on income and living conditions of resettled persons. 2. Monitor the existing income restoration plan and special assistance plan for vulnerable PAPs and revise/update the contents of the plans if necessary based on priorities identified through the social assessment during detailed design stage with support of relevant government agencies and NGOs. 3. Assist NHIDCL to implement the measures identified in the Project's Resettlement Action Plan (RAP). 4. Monitor land acquisition and compensation activities being undertaken by NHIDCL and/or competent authorities, and report the results in monthly progress reports. 5. Assist in procurement of Implementation NGO and external monitoring agency (EMA), if necessary. 6. Assist NHIDCL in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP. 7. Assist NHIDCL in establishment of grievance redress mechanism including formation of Grievance Redress Committee. 8. Assist NHIDCL to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law. 9. Provide technical services with grievance redress committee for keeping and updating records when necessary. 10. Provide skills transfer with respect to resettlement and land acquisition, through workshops, seminars, and on the job training, to NHIDCL staff. 11. Provide a part of the reports to be submitted to NHIDCL in terms of the social safeguard monitoring.
LE 10 and LE24 Senior Contract Expert	1. Assist Team Leader /Resident Engineer/NHIDCL in all aspects of contract management in proper implementation of contract provisions including controlling the project cost. 2. Advice on contractual complications arising during the implementation as per the request by NHIDCL. 3. Responsible for giving appropriate suggestions in handling claims of the Contractors and any dispute arising. 4. Evaluate the claims submitted by the Contractors with support from the engineers. 5. Support the Team Leader/ /Resident Engineer to issue the variation order and various certificates to the contractors. 6. Support NHIDCL to deal with DAB discussion with the contractor's claim.
LE11 and LE25 Resident Engineer/Highway Engineer	1. Lead the construction supervision site teams. 2. Ensure all deliverables are prepared in accordance with quality and time constraints. 3. Review all the design, drawings and construction plans submitted by the Contractors. 4. Ensure full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 5. Ensure that all supervision site team members undertake comprehensive day-to-day field contract supervision, quality

	assurance, measurements and administration services at the site. He shall be directly responsible for regulating the construction process i.e. various activities like earth work, sub-base/ base courses, bituminous pavement, bridge/ culvert works proposed for being carried out under stipulated specifications/manuals etc. 6. Instruct and advise all supervision site team members to maintain full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 7. Provide the contractors with all necessary survey data and reference for setting out the works. 8. Receive, assess and approve the contractors' implementation work plans and programs. 9. Ensure that the works are executed in accordance with all the provisions of the contract, including those concerning standards of workmanship, and other safety provisions and protection of the environment. 10. Ensure that the Contractors provide sufficient safety devices and sign boards for own safety as well as safety of general traffic and pedestrians in accordance with the safety plan. 11. Maintain regular estimates of the cost to completion and time to completion for each contract. 12. Assess time and cost claims submitted by contractors and advise NHIDCL for actions to be taken. 13. Attend the periodical site inspection during the maintenance period and order the contractors' actions to be taken and payment methods.
LE 12 and LE26 Bridge/Structure Engineer	1. Review and check all the design, drawings and construction plan of bridges submitted by the Contractor. 2. Check and supervise proper mix designs, adequacy of form-work, laying/ compacting of concrete including curing operations, etc. 3. Assist the Team Leader/Resident Engineer in all the activities related to bridge and other structures during the construction supervision stage.
LE 13 and LE27 Material/QC Engineer	1. Investigate the suitability of locally available construction materials, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance. 2. Approve the equipment list for laboratory submitted by the Contractors. 3. Approve the materials to be used for the project submitted by the Contractors by checking the test results. 4. Participate in the material testing at laboratory or factory in order to confirm the test procedure and its result. 5. Ensure full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 6. Assist the Team Leader/Resident Engineer in all the activities related to materials and quality control during the construction supervision stage.
LE14 and LE28 Traffic Survey and Analysis Expert	1. Plan and conduct traffic surveys and measure/assess both quantitative and qualitative effects of the Project two years after the completion of all the construction works 2. Submit the measurement/analysis result to NHIDCL

18. Reporting

Within the scope of consulting services, the Consultant shall prepare and submit reports and documents to NHIDCL as shown in Table 5.3. The Consultant shall provide electronic copy of each of these reports.

Table 5.3 List of Deliverables (Each Package)

Category	Type of Report	Timing	No. of Copies
Construction Supervision	Inception Report	Within 1 month after commencement of the services	5
	Monthly Progress Report	Every month	5
	Quarterly Progress Report	Every quarter	5
	Completion Report (and As-built Drawings, if any)	At the end of the Project	5
Training	Training Plan	At appropriate timing in accordance with the Inception Report	5
	Training Execution and Evaluation Report	Within 1 month after training	5
Environment and Social Safeguard	Environmental Monitoring Report	Every quarter	5
	Environmental and Social Safeguard Evaluation Report	At the end of the Project	5
Other Report	Technical Report	As required or upon request	As required

Inception Report (5 copies in English) is to be submitted within 1 month after the commencement of the services, presenting the methodologies, schedule, organization, etc.

2) Monthly Progress Report (5 copies in English) shall be submitted to NHIDCL. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month and status of tenders. It should be submitted in a format approved by NHIDCL.

3) Quarterly Progress Report (5 copies in English) will have the same information as in the case of monthly progress report but should contain the information for the period of three months.

4) Project Completion Report (5 copies): The Consultant will submit a completion report for every contract. The report will include a brief description of work executed, as built drawings, all the payments made to the contractor, details of contractors claims, if any their status and copies of relevant correspondence.

5) Training plan should be submitted (5 copies in English) to NHIDCL at an appropriate timing discussed and agreed with NHIDCL in the inception stage. It should describe the detailed training plan during the Project.

6) Training Execution and Evaluation Report to be submitted (5 copies in English) within one month after the training is conducted. It should describe contents of training done and its outcome and lessons learnt.

7) Environmental Monitoring Report (5 copies in English), to be submitted at every three (3) months after the commencement of the services, presenting the environmental impacts and implementation of environmental mitigation measures during the construction stage. Environmental monitoring forms will be filled and attached to the Report.

8) Environmental and Social Safeguard Evaluation Report (5 copies in English), to be submitted at the end of the Project which should summarize all issues concerning environmental and social safeguards concerning the Project and the result of final evaluation.

9) Other report includes but not limited to the report for traffic surveys and measurement of project performance indicators.

10) Soft copies for all reports shall also be provided in addition to the pdf versions. The formats of soft copies of the reports (MS Word, MS Excel, MS Power Point, Auto CAD etc.) will be finalized in consultation with NHIDCL

19. Obligations of the Executing Agency

Unless otherwise specified in the SC, NHIDCL shall use its best efforts to ensure the followings for smooth implementation of the Consulting Services:

- 1) Make available to the Consultant existing reports and data related to the Project:
- 2) Appoint counterpart officials, agent and representative as may be necessary for effective implementation of the Consulting Services:
- 3) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
- 4) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's Country:
- 5) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents:
- 6) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services:
- 7) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law:
- 8) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Client's Country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- 9) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice.

11. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) in for an amount of 3% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [84+2] i.e. up to 2 months beyond the expiry of the Contract period of [86 Months]. Performance Security be furnished in the form of , Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory & Development Authority of India Appendix forms), **E-Bank Guarantee** (E-BG) or in case it is not possible to furnish e-BG, a physical BG in the format specified in Appendix forms and furnished from and furnished from a Nationalized Bank, IDBI The BG shall be in the format specified in Appendix H of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.1000 crore as per latest Annual Report of the Bank amongst the list of banks available at NHIDCL website ([https:// nhidcl.com/](https://nhidcl.com/)) only. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or and not individually by the members.

Further, in cases where the bid of the successful consulting firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful bid and average of all bids received. The BG shall be valid for a period of 80 months i.e. up to 2 months beyond the expiry of the Contract of 78 months. The other requirements of APS are same as those of Performance Security.

The bank detail of NHIDCL is as under if required for BG preparation by issuing bank:-

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002610
3	Beneficiary Bank Branch IFSC	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001

Section VII. Form of Contract

FORM OF CONTRACT

Consultants' Services

Time-Based Contract

CONTRACT FOR CONSULTANTS' SERVICES

Time-Based

Project Name:

Authority's Engineer for *Improvement & Widening to two lane with paved shoulder of road from km 101.300 (Khowai) to km 236.213 (Harina) (Total length = 134.913 km) of NH-208 in the State of Tripura on Engineering Procurement & Construction (EPC) basis under Japan International Cooperation Agency (JICA) Official Development Assistance (ODA) Loan.*”
Loan Agreement No.: [ID-P303]

Contract No.: [insert contract number]

Between

**National Highways & Infrastructure Development Corporation Limited (NHIDCL),
Ministry of Road Transport & Highways, Govt. of India**

and

[name of the Consultant]

Dated: _____

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VII. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [The **National Highways & Infrastructure Development Corporation Limited (NHIDCL)** represented by its Managing Director and having its principle office at 1st and 2nd Floor, World Trade Center, Nauroi Nagar, New Delhi-110029] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above shall be partially amended to read as follows: ... (hereinafter called the “Client”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter collectively 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, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated [day, month, year] (hereinafter called the Loan Agreement) between the [name of Borrower] (hereinafter called the Borrower) and Japan International Cooperation Agency (hereinafter called **JICA**), JICA has agreed to make a loan to the Borrower for the purpose of financing [name of the Project] (hereinafter called the Project);

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) Minutes of Contract Negotiation;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC);
 - (d) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements

Appendix C:	Key experts and Sub-consultants (Expert Schedule)
Appendix D:	Remuneration Cost Estimates
Appendix E:	Reimbursable Cost Estimates
Appendix F:	Summary of Cost Estimates
Appendix G:	Deleted
Appendix H:	Form of Performance Security
Appendix I:	Form of Bank Guarantee for Advance Payments
Appendix J:	Letter of Award
Appendix K:	Minutes of pre- Proposal meeting
Appendix L:	Joint Venture Agreement
Appendix N:	Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loan
Appendix O:	Integrity Pact.
Appendix P:	Medical Certificate
Appendix-Q	- Eligible Source Countries of Japanese ODA Loans.....

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
 - (c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed [*amount*] in foreign currency/currencies, and [*amount*] in local currency. Except as otherwise agreed between the Client and the Consultant:
 - (i) Foreign currency payments to the Consultant hereunder will be made in [*currency/currencies*];
 - (ii) Local currency payments to the Consultant hereunder will be made in [*currency*].
 - (d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for

under Clause 5 of the General Conditions of Contract and in Appendix G as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenses not envisaged in the cost estimates in Appendices D and E.

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 [*name of Client*]

[*Authorized Representative of the Client – name, title and signature*]

For and on behalf of [*name of Consultant or Name of a Joint Venture*]

[*Authorized Representative of the Consultant – name and signature*]

[*For a joint venture, either all members shall sign or only the member in charge, in which case the power of attorney to sign on behalf of all members shall be attached.*]

For and on behalf of each of the members of the Consultant [*insert the name of the Joint Venture*]

[*Name of the member in charge*]

[*Authorized Representative on behalf of a Joint Venture*]

[*Add signature blocks for each member if all are signing*]

Section VIII. General Conditions of Contract

General Conditions of Contract

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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 Guidelines” means the Guidelines for the Employment of Consultants under Japanese ODA Loans, **specified in the Special Conditions of Contract (SCC).**
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be **specified in the SCC**, as they may be issued and in force from time to time.
- (c) “Base Date” means the date 28 days prior to the latest date for submission of the Financial Proposal.
- (d) “Borrower” means the Government, Government agency or other entity that signs the Loan Agreement with JICA.
- (e) “Client” means the entity, named as Client **in the SCC.**
- (f) “Consultant” means the firm or a JV, named as Consultant **in the SCC.**
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (Minutes of Contract Negotiation, the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Contract Price” means the amount **stated in Clause SCC 6.1(a).**
- (i) “day” means calendar day unless indicated otherwise.
- (j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant or Subconsultant assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (l) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (m) “GCC” means these General Conditions of Contract.
- (n) “Government” means the Government of the Client’s country.
- (o) “JICA” means the Japan International Cooperation Agency.
- (p) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping. A Joint Venture may or may not have the legal personality distinct from its members.
- (q) “Key Expert(s)” means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was/were evaluated during the selection process of the Consultant.
- (r) “Local Currency” means the currency of the Client’s country.
- (s) “Non-Key Expert(s)” means an individual professional assigned by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract, whose Curricula Vitae (CV) was/ were not evaluated individually, during the selection of the Consultant.
- (t) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (u) “Provisional Sum” means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sums may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (v) “Provisional Sum for Contingency Allowance” means the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or

(iii) any other event which entitles the Consultant to additional payment.

(w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(x) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A.

(y) “Specified Provisional Sum” means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.

(z) “Subconsultant(s)” means a firm or an individual to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(aa) “Third Party” means any person or entity other than the Client, the Consultant or a Subconsultant.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract shall be executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Communications

1.6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such communication 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 SCC**.

1.6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address **specified in the SCC**.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.

1.8 Authority of Lead Member

If the Consultant is a JV:

- (a) the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (b) the members shall hereby authorize the lead member **specified in the SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including, but not limited to, the receiving of instructions and payments from the Client.

1.9 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 representatives **specified in the SCC**.

1.10 Corrupt and Fraudulent Practices

If the Client determines, based on reasonable evidence, that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Contract and expel the Consultant from the Project site, and the provisions of Clause GCC 2.9 shall apply as if such termination had been made under Clause GCC 2.9.1.

Should any Expert or Subconsultant of the Consultant be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that Expert or Subconsultant shall be immediately removed and replaced by a suitable Expert or Subconsultant in accordance with Clauses GCC 4.4 and 4.5.

The Consultant is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in Appendix H.

1.11 Monitoring by JICA

Without assuming the responsibilities of the Client or the Consultant, JICA may monitor the Services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, JICA may take part in discussions between the Client

and the Consultant. However, JICA shall not be liable in any way for the performance of the Services by reason of such monitoring or participation in discussions. Neither the Client nor the Consultant shall be released from any responsibility of this Contract by reason of JICA's monitoring or participation in discussion.

1.12 Difference of Opinion

In the case of a difference of opinion between the Client and the Consultant on any important matters involving professional judgment that might affect the proper evaluation or execution of the Project, the Client shall allow the Consultant to submit promptly to the Client a written report and, simultaneously, to submit a copy to JICA. The Client shall forward the report to JICA with its comments in time to allow JICA to study it and communicate with the Client before any irreversible steps are taken in the matter. In cases of urgency, the Consultant has the right to request the Client and/or JICA that the matter be discussed immediately between the Client and JICA.

1.13 Eligibility of Consultant

The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Appendix Q.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

With respect to the effectiveness of the Contract, the following shall apply:

- (a) **Unless otherwise specified in the SCC**, this Contract shall come into force and effect on the date (the "Effective Date") when:
 - (i) this Contract has been signed by the Parties; and
 - (ii) this Contract has been reviewed and concurred by JICA.
- (b) Upon fulfillment of the conditions indicated above, the Client shall issue a written notice to the Consultant which confirms the Effective Date and instructs the Consultant to deliver an advance payment security and an invoice for advance payment to the Client.
- (c) The Consultant shall submit the required advance payment security and the invoice for the advance payment, pursuant to Clause GCC 6.5(a), within fourteen (14) days or within such other period **specified in the SCC** following the receipt of the notice specified in this Clause GCC 2.1.

2.2 Termination of Contract for Failure to

Unless a different period of time is **otherwise specified in the SCC**, if this Contract has not become effective within four (4) months after the date of the Contract signed by the Parties, the Consultant or the

Become Effective Client may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services With respect to the commencement of the Services, the following shall apply:

- (a) Subject to Clause GCC 6.5(a), the Consultant shall commence carrying out the Services not later than fourteen (14) days from the receipt of the advance payment.
- (b) The Consultant shall confirm in writing the date of commencement of the Services and availability of Key Experts before starting to deliver the Services.
- (c) In the absence of such confirmation, the Consultant is deemed to have commenced the services on the last day of the above period of fourteen (14) days.

2.4 Expiration of Contract Unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, **as specified in the SCC**, after the commencement of the Services specified in Clause GCC 2.3.

2.5 Entire Agreement This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications

2.6.1 Modifications or Variations (a) 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.

- (b) In case of important modifications or variations, the prior written concurrence of JICA is required.

2.6.2 Extension If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) through (f) of this Clause GCC 2.6.2, the contract term as set forth in Clause GCC 2.4 shall be extended by

such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price (which includes remuneration and/or reimbursable expenses, as applicable) shall be made accordingly.

- (a) Any modifications or variations pursuant to Clause GCC 2.6.1;
- (b) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
- (c) Any suspension by the Client pursuant to Clause GCC 2.8.1 (c), suspension or reduction in the rate of performance of the Services pursuant to Clause GCC 2.8.2;
- (d) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g. designs, plans, etc.) prepared and submitted by the Consultant;
- (e) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other consultants and/or contractors employed by the Client; or
- (f) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

2.6.3 Consultant's Claims

- (a) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.
- (b) The Consultant shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.
- (c) Disagreement between the Parties as to any modification or variation, and extension shall be settled according to Clause GCC 8.

2.6.4 Provisional Sum

- (a) Each Provisional Sum shall only be used, in whole or in part, in accordance with the instructions of the Client which may involve or relate to the services to be provided or expenditures to be incurred in the course of the assignment.
- (b) The total sum paid to the Consultant shall include only such

amounts for services or expenditures to which the Provisional Sum relates, as the Client shall have instructed. Each Provisional Sum shall be used under Clause GCC 2.6.1 as a modification or variation of the scope of Services, except for the use of Provisional Sum for Contingency Allowance in accordance with GCC 6.8.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of

such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

2.8 Suspension

2.8.1 Suspension by Client

- (a) The Client may, by written notice of suspension to the Consultant, suspend, in whole or part, the Services and such suspension continues until the Client gives a written permission or instruction to proceed.
- (b) The Client may suspend, in whole or part, the Services if an event shall have happened and be continuing, in which the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension shall:
 - (i) specify the nature of the failure, and
 - (ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.
- (c) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1 (b)

more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed and reimbursable expenses incurred prior to the receipt of a notice of suspension.

- (d) During any suspension of the Services under Clause GCC 2.8.1 (c), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

2.8.2 Suspension by Consultants

Without prejudice to entitlement to financing charges on late payments under Clause GCC 6.7, the Consultant may suspend the Services or reduce the rate of performance of the Services after twenty-eight (28) days prior notice to the Client, if the Client fails to pay the Consultant the amount due, pursuant to Clause GCC 6.5 (c). In no event shall the suspension of the Services or reduction of the rate of performance of the Services pursuant to this Clause GCC 2.8.2 be subject to termination of this Contract by the Client pursuant to Clause GCC 2.9.1.

2.9 Termination

This Contract may be terminated by either Party as per provisions set up below:

2.9.1 Termination by 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 GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8.1 (b);
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8;
- (d) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;
- (e) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 2.3(b); and
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Termination by Consultant

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.2 occurs:

- (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 GCC 8 within forty-two (42) days after receiving written notice from the Consultant that such payment is overdue;
- (b) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8;
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (e) If the Services are suspended pursuant to Clause GCC 2.8.1 (c) for more than eighty-four (84) days; and
- (f) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver trustee or manager for the benefit of

his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenses for this purpose to a minimum. With respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.9.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GCC 6.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenses pursuant to Clause GCC 6.2 for expenses actually incurred prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause

GCC 8, and this Contract shall not be terminated on account of such event unless otherwise settled in accordance with GCC 8.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

- (a) The Consultant shall perform the Services and carry out the Services 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 adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- (b) The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.
- (c) The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

3.1.2 Law Applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interest

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.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

- (a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to

ensure that any Subconsultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and JICA's Guidelines for Procurement under Japanese ODA Loans and shall at all times exercise such responsibility in the best interest of the Client.

**3.2.2 Consultant,
and Affiliates
Not to Engage
in Certain
Activities**

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 Subconsultants and any entity affiliated with such Subconsultants, shall be disqualified from providing goods, works or services or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the Project.

**3.2.3 Prohibition of
Conflicting
Activities**

The Consultant shall not engage, and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.2.4 Strict Duty to
Disclose
Conflicting
Activities**

The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of the Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Liability of the
Consultant**

- (a) The Consultant shall be responsible for and shall indemnify the Client in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.

- (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.
- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than twelve (12) months after the expiration of the Contract pursuant to the Clause GCC 2.4 or termination of the Contract pursuant to the Clause GCC 2.9, unless a different period of time is **otherwise specified in the SCC**;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount **indicated in the SCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under

Clause GCC 3.1.1.

- (g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be Taken Out by the Consultant The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost, insurance against the risks, and for the coverage **specified in the SCC**, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 2.3.

3.6 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 up to five 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, if so required by the Client as the case may be.

3.7 Reporting

3.7.1 Reporting Obligations The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.7.2 Serious Hindrances The Consultant shall report to the Client and JICA promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. When the Client receives such a report from the Consultant, the Client shall immediately forward a copy of it to JICA, together with its comments.

3.7.3 Accident Should any accident in relation to construction safety occur during

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| Reports | the implementation of the Project, the Consultant shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by JICA. |
| 3.8 Property of the Reports and Records | The Consultant retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultant under this Contract. Unless otherwise stated in the SCC , the Client shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Consultant's permission to copy for such use. |
| 3.9 Equipment, Vehicles and Materials Furnished by the Client | Any equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. |
| 3.10 Equipment and Materials Provided by the Consultant | Any equipment or materials brought into the Client's country by the Consultant or its Experts and used either for the Project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

4. CONSULTANT'S EXPERTS AND SUBCONSULTANTS

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| 4.1 Description of Experts | <p>(a) The title, agreed job description, qualification and time-input estimates to carry out the Services of each of the Consultant's Experts are described in Appendix B. Subject to Clause GC 4.4, all experts included in that Appendix shall be deemed to be accepted by the Client when awarding the Contract to the Consultant.</p> <p>(b) Adjustments with respect to the time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided that:</p> <ul style="list-style-type: none">(i) such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and(ii) the aggregate of such adjustments shall not result in an |
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increase of the Contract Price.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A:
 - (i) the time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant in accordance with Clause GCC 2.6;
 - (ii) the Contract Price as set forth in Clause GCC 6.1 shall accordingly be adjusted; and
 - (iii) the Parties shall sign a Contract amendment.

4.2 Replacement of Key Experts

- (a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- (b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration and such replacement shall be subject to the Client's approval and the procedure set forth in GCC Clause 4.3(a) shall apply for such approval process.

4.3 Approval of Additional Key Expert

- (a) If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- (b) The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

4.4 Removal of Experts or Subconsultants

- (a) If the Client finds that any of the Experts or Subconsultants has committed serious misconduct or has been charged with having committed a criminal action, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- (b) In the event that any of the Experts or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall, at the Client's written request

specifying the grounds, provide a suitable replacement.

- (c) Any replacement of the removed Experts or Subconsultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

**4.5 Replacement/
Removal of
Experts – Impact
on Payments**

Except as the Client may otherwise agree:

- (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement; and
- (b) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**4.6 Working Hours,
Overtime, Leave,
etc.**

**4.6.1 Working
Hours**

Working hours and holidays for Experts are **stated in the SCC** and Appendix B.

4.6.2 Overtime

The Experts shall be entitled to be paid for overtime or to take paid leaves (whether sick or vacation), if so specifically provided in the Contract.

4.6.3 Leave

Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and/or impact adequate supervision of the Services.

5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and
Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the

Experts and their eligible dependents.

- (d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

5.2 Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the Project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the Project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Subconsultants or the Experts of either of them.

5.3 Change in the Applicable Law

If, after the Base Date, there is any change in the Applicable Law in the Client's country, including the 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 hereto, and corresponding adjustments shall be made to the Contract Price specified in Clause GCC 6.1(a). If the Consultant has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law in the Client's country, the contract term shall be extended in accordance with the Clause GCC 2.6.2.

5.4 Services, Facilities and

- (a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any

Property of the Client

charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1 (b).

5.5 Counterpart Personnel

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the affected part of the Services shall be carried out, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1(b).
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

5.6 Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.

6. PAYMENTS TO THE CONSULTANT**6.1 Contract Price**

- (a) The Contract Price shall be as **set forth in the SCC**. The Contract Price breakdown shall be as provided in Appendix C.
- (b) The amounts payable to the Consultant shall be subject to

adjustments in accordance with the Contract and any such adjustment other than the price adjustment stipulated in GCC6.8 can be made only by an amendment to the Contract agreed and signed by both Parties.

**6.2 Remuneration
and
Reimbursable
Expenses**

- (a) The Client shall pay to the Consultant
 - (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing the Services or such other date as the Parties shall agree in writing; and
 - (ii) reimbursable expenses on the basis of Unit Rate Reimbursement (URR) or Actual Cost Reimbursement (ACR) described below.
- (b) All payments shall be based on Appendix D and Appendix E.
- (c) The remuneration rates shall cover:
 - (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),
 - (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B; and
 - (iii) the Consultant's fee.

Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- (d) The reimbursable expenses consist of:
 - (i) Unit Rate Reimbursement (URR) which means the expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with the Clause GCC 6.8, upon incurring of such expense by the Consultant or elapse of the relevant interval or period indicated in the Contract (such as months). For such reimbursements, submission of any evidence of expenses incurred (such as receipt, delivery records, tickets) is not required.
 - (ii) Actual Cost Reimbursement (ACR) which means the expenses which are reimbursed by the Client based on the actual cost incurred by the Consultant upon incurring of such expense. For such reimbursements, submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is required, and price adjustments

stipulated in the Clause GCC 6.8 shall not apply.

- 6.3 Duties, Taxes and Levies**
- (a) The Consultant, Subconsultants and Experts are responsible for meeting all liabilities with respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad, except **as otherwise provided in the SCC**.
- (b) If so **specified in the SCC**, any local duty, tax or levy is exempted or paid by the Client on behalf of the Consultant, and the following shall apply to each such exception or payment as the case may be.
- (i) If any duty, tax or levy is exempted as a "no pay" exemption, then, the Client shall obtain from the relevant authority and provide to the Consultant, a tax exemption certificate evidencing that such exemption has been provided.
- (ii) If any duty, tax or levy is exempted as a "pay and reimburse" exemption, the relevant authority will reimburse to the Consultant, any amount paid or to be paid by the Consultant for the purpose of meeting with such tax liabilities upon submission of all relevant documentation.
- (iii) If any duty, tax or levy is paid by the Client on behalf of the Consultant, the Client shall obtain from the relevant authority upon such tax payment and provide to the Consultant, a tax payment certificate evidencing that such payment has been made.
- 6.4 Currency of Payment**
- Any payment under this Contract shall be made in the currency(ies) **specified in the SCC**.
- 6.5 Terms and Conditions of Payment**
- Billings and payments in respect of the Services shall be made as follows:

- (a) Within twenty-eight (28) days after the receipt of the advance payment security and the invoice for advance payment, the Client shall pay to the Consultant an advance payment, as an interest-free loan for mobilization and cash flow support, as and **"Specified in SCC"**
- The advance payment security shall be in the amount (or amounts) and in the currency (or currencies) of the advance payment **specified in the SCC**. Such security
- (i) is to remain effective until the advance payment has been

- fully set off, and
(ii) is to be in the form set forth in Appendix G, or in such other form as the Client shall have approved in writing.

The advance payment shall be repaid through percentage deductions from the invoices at the amortization rate stated **in the SCC**, commencing from the invoice in which the total of all payments (cumulative total amount excluding the advance payment amount) exceeds 30 percent (30%) of the Contract Price less Provisional Sums. The advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Contract Price less Provisional Sums is due for payment.

- (b) As soon as practicable and not later than fourteen (14) days after the end of each calendar month during the period of the Services, or after the end of each time intervals **otherwise indicated in the SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 6.4 and GCC 6.5 for such interval, or any other period **indicated in the SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within fifty-six (56) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Client shall pay the Consultant's final invoices within fifty-six (56) days after the approval by the Client to the final report and the final invoice submitted by the Consultant. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory eighty-four (84) days after receipt of the final report and final invoice by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process

shall be repeated. Any amount that the Client has paid or caused to be paid in accordance with this Clause GCC 6.5 (d) in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within twenty-eight (28) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after the approval by the Client to the final report and the final invoice in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC**.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the amount for these items as set forth in Appendices D and E, may be charged to the Provisional Sum for Contingency Allowance, provided for foreign and local currencies only if such expenses were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**6.6 JICA
Disbursement
Procedure**

- (a) Any payments payable from the proceeds of the Loan shall be made through the disbursement procedure as **stated in the SCC**.

Any charges or fees associated with or incidental to remittance of funds from JICA/ Client to the Consultant's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall be solely borne by the Client.

- (b) Any Payment payable from any source of finance other than the Loan Agreement shall be made directly by the Client.

**6.7 Interest on
Delayed
Payments**

If the Consultant does not receive payment in accordance with Clause GCC 6.5 (c), the Consultant shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall commence on the date for payment as specified in Clause GCC 6.5 (c).

These financing charges shall be calculated at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available,

the interbank offered rate, and shall be paid in such currency.

The Consultant shall be entitled to this payment without formal notice or statement, and without prejudice to any other right or remedy provided by the Applicable Law or this Contract.

6.8 Adjustment for Changes in Cost

Unless otherwise stated in the SCC, the amounts payable to the Consultant under Clause GCC 6.2 shall be adjusted for rises or falls in the cost of Remuneration and Reimbursable Expenses, by the addition or deduction of the amounts determined by the formulae prescribed in this Clause.

For the purposes of this Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in Appendix F. If there is no such table of adjustment data, this Clause shall not apply.

The adjustment to be applied to the amount payable to the Consultant, shall be determined from formulae for each of the currencies of payment **stated in Clause SCC 6.4**. No adjustment is to be applied to any remuneration or reimbursable expense, valued on the basis of cost or current prices.

Subject to the above paragraphs any remuneration and/or reimbursable expense payable under the Contract shall be adjusted **as stated in the SCC**, using the formula below.

$$R_n = R_0 \times \left[a + b \frac{Ln}{Lo} \right]$$

“R_n” is the adjusted value of:

- (a) remuneration payable for the period “n”, this period being a period of 12 months, and the first time being in the 13th calendar month after the Contract signing date, **unless otherwise indicated in the SCC**; or
- (b) reimbursable expenses incurred during the period “n”, this period being a period of 3 months, and the first time being in the 4th calendar month after the Contract signing date, **unless otherwise indicated in the SCC**.

“R₀” is the remuneration or reimbursable expense payable on the basis of the rates set forth in Appendices D and E;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in each payment component;

“b” is a fixed coefficient, stated in the relevant table of adjustment data, representing the adjustable portion in each payment component;

“Ln” is the current cost indices or references for period “n”, expressed in each of the relevant currencies of payment, each of which is applicable to the relevant tabulated cost element on the first day of the period “n”.

“Lo” is the base cost indices, stated in the relevant table of adjustment data, expressed in each of the relevant currencies of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

7. FAIRNESS AND 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 shall seek to resolve any dispute amicably by mutual consultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

(a) Contract with foreign Consultants (or, in case of a Joint Venture, where the Lead Member is a foreign Consultant)

(i) Mediation

The Parties may agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC

8.1 to settlement proceedings under the “ICC ADR Rules” (Rules of Amicable Dispute Resolution of the International Chamber of Commerce).

(ii) Arbitration

If the dispute or disagreement cannot be settled amicably pursuant to Clause GCC 8.1, or if, where the settlement proceedings under Clause GCC 8.2(a)(i) are agreed, the dispute or disagreement has not been settled pursuant to the ICC ADR Rules within forty-two (42) days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute or disagreement shall be finally settled under international arbitration (1) with proceedings administered by the arbitration institution designated in the **SCC**, and conducted under the rules of arbitration of such institution; or, if so specified in the **SCC**, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the **SCC**, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with the said arbitration rules

(b) Contract with local Consultants (or, in case of a Joint Venture, where the Lead Member is a local Consultant)

The Parties agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the laws of the Client's country.

Section IX. Special Conditions of Contract

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Applicable Guidelines are those published in April 2012 including those given in the RFP and in this Contract Agreement.
1.1 (b)	This clause is Not Applicable.
1.1(e) & 1.6	Client's name and address: National Highways and Infrastructure Development Corporation Limited (NHIDCL), 1 st and 2 nd Floor, Tower A, World Trade Center, Nauroji Nagar, New Delhi-110029
1.1(f) & 1.6	Consultant's name and address:
1.4	The Contract shall be executed in: English
1.6	The addresses are: Client: Shri Trivendra Kumar, Executive Director-II, NHIDCL, 1st Floor, Tower A, World Trade Center, Nauroji Nagar, New Delhi-110029, Phone No- 011-2346607 Attention: _____ Dy. General Manager (Tech), NHIDCL E-mail: gmt-tripura@nhidcl.com Phone No : 011-23461647 Consultant: _____ _____ _____ Attention: _____ Facsimile: _____ E-mail: _____
{1.8}	The Lead Member is [<i>insert name of member</i>] Note: <i>If the Consultant consists of a Joint Venture the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, delete this Clause SCC 1.8.</i>
1.9	The Authorized Representatives are: For the Client: Shri Trivendra Kumar, Executive Director-II, NHIDCL For the Consultant: _____

2.1(a)	<i>This Clause SCC 2.1(a) is not applicable</i>
2.1 (c)	<i>This Clause SCC 2.1(c) is not applicable</i>
2.2	<i>This Clause SCC 2.2 is not applicable</i>
2.4	The time period shall be 84 months.
3.4 (e) (i)	<i>This Clause SCC 3.4 (e)(i) is not applicable</i>
3.4 (e) (ii)	The ceiling on Consultant's liability shall be limited to the Contract Price.
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Country by the Consultant or its experts or any Sub-Consultants or their experts, with a minimum coverage in accordance with the applicable law in the clients country. (b) Third Party liability insurance with a minimum coverage of Rs. 1.0 million for the period of consultancy. (c) (c) Professional liability insurance, with a minimum coverage of 1.0 billion Yen (d) Employer's Liability and worker's compensation Insurance in respect of the Experts 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 Experts, 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.
3.8	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.
4.5	Replace GCC 4.5 entirely with the following: (a) Any of the Personnel provided as a replacement under Clauses 4.2 and 4.4, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise

	agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground (certified by a competent registered medical practitioner), (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 10% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 15% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 20% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate. However, no reduction in the remuneration shall be applicable for the Key Personnel whose replacement is sought after he/she has been deployed for at least 50% of his/her scheduled Man-months. For the avoidance of doubt, Key Personnel replaced during negotiations or due to death/extreme medical grounds and those replaced after deployment of 50% of his/her scheduled Man-months, shall not be counted under the total replaced Key Personnel. (b) The consulting firm and the personnel through consulting firm shall understand that if CV is found incorrect and inflated at a later date, the personnel accepted may be removed from his assignment and debarred from further Employer's works for an appropriate period to be decided by Employer and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by Employer to black-list that firm.
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4.6.1	Working days and hours shall be as described below: (a) One month equals 26 working days. (b) One (1) working day shall be 8 Hours. (c) Weekly working days and time shall be as per site requirements. (d) National holidays, public holidays weekly holidays etc. shall be locally recognized days.
5.1(a) through (f)	<i>This Clause</i> <i>SCC 5.1(a) through (f) is not applicable.</i>
6.1(a)	The Contract Price is
6.3 (a) & (b)	Replace GCC 6.3 entirely with the following: 1. The Consultants, Sub Consultants and the Personnel shall pay the corporate income tax and personal income tax payable by them under the Contract and applicable laws. 2. The Client; a) shall effect Tax deduction at source (TDS) as per the applicable rates in respect of payments made to the Consultants; b) shall arrange to deposit the above TDS with the Government /Tax Authorities within the time stipulated under the relevant Act. Certificates evidencing such deposits shall be forwarded by the Client to the Consultants; 3. Service Tax is now replaced with Goods and Service Tax (GST). All the taxes including GST and any other local taxes, duties, fees, levies and other impositions imposed, under the applicable law in the country, Consultant, and the Personnel shall be borne by the consultant, sub-consultant & the Personnel.
6.4	The currency(ies) of payment shall following (i) Indian Rupees (INR) <i>The currency (ies) shall be the same as that/those indicated in ITC 11.3 and in the Financial Proposal.]</i>

6.5(a)	The Advance Payment shall be interest bearing with interest rate @ 2% above the discount rate of the central bank in the country of the currency of payments (on outstanding amount). The amount of the advance payment is: - 2% above the discount rate of the central bank - 10% of the Contract amount in foreign currency; and - 10% of the Contract amount in local currency. The advance payment bank guarantees shall be in the amounts and in the currencies of the advance payment. The Advance Payment shall be made within 28 days after receipt and verification of advance payment bank guarantees. The advance payment along with interest will be set off by the Client in equal installments against the invoices for the 12 months from the third month from the month in which they have received advance payment until the advance payment has been fully set off. For the avoidance of doubt, it is clarified that if the Advance has been paid in the month of July, then recovery shall begin from the Invoice of the month of October.
6.5 (b)	<i>This Clause SCC 6.5(b) is not applicable</i>
6.5(e)	The accounts are: - for local currency: <i>[insert account]</i>.
6.6 (a)	Payment of the amount due in: (a) local currency, payable from the proceeds of the Loan shall be made through as per The brochures describing the JICA's Disbursement Procedures above are available at: https://www.jica.go.jp/Resource/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.htm.
6.8	1. Price adjustment on the remuneration: Payments for remuneration made in local currency shall be adjusted as follows: Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the submission of bid) by applying the following formula: $R = R_o \times [0.1 + 0.9 (I/I_o)]$ where: R is the adjusted remuneration; R_o is the remuneration payable on the basis of the remuneration rate (Appendix D) in local currency;

	I is the official Consumer Price Index maintained by Central Statistical Office, India for Urban (General) for the first month for which the adjustment is to have effect; and Io is the official Consumer Price Index for salaries maintained by Central Statistical Office, India for Urban (General) for the month of the date of submission of bid. Official Consumer Price Index for salaries maintained by Central Statistical Office, India for Urban (General) is available at link: https://data.gov.in/catalog/all-india-consumer-price-index-ruralurban 2. <u>Price Adjustment of reimbursable expenses</u> Payments for reimbursable expenses made in local currency shall be adjusted as follows: Reimbursable expenses pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the reimbursable expenses in the 13th calendar month after the date of the submission of bid) by applying the following formula:: $R = R_o \times [0.1 + 0.9 (I / I_o)]$ where R is the adjusted reimbursable expenses, R_o is the reimbursable expenses payable on the basis of the rates set forth in Appendix E for reimbursable expenses, I is the relevant official Consumer Price Index maintained by Central Statistical Office, India for Urban (General) for the first month for which the adjustment is to have effect; and Io is the relevant official Consumer Price Index maintained by Central Statistical Office, India for Urban (General) for the month of the date of submission of bid. Official Consumer Price Index for salaries maintained by Central Statistical Office, India for Urban (General) is available at link: https://data.gov.in/catalog/all-india-consumer-price-index-ruralurban
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8.2	Replace GCC 8.2 (b) with the following: Dispute shall be settled by arbitration in accordance with the following provisions: I. Selection of Arbitrators 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: i) 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, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. ii) 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 later 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. iii) If, in a dispute subject to Clause SC 8.2.(a)(ii), 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. II. Rules of Procedure Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India. III. Substitute Arbitrators If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
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	IV. Qualifications of Arbitrators The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute. V. Miscellaneous In any arbitration proceeding hereunder: i) Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI ii) 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.] iii) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. iv) The maximum amount payable per Arbitrator in Arbitration clauses shall be as under:
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S. No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental	Rs 20,000/-
4	Charges for publishing/	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses	Economy class (by air), First class AC (by train) and AC Car (by road) Rs 15,000/- per day (in metro cities)
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

In exceptional cases, such as cases involving major legal implications/ wider ramifications/ higher financial stakes etc., a special fee structure could be fixed in consultation with the Contractor/ Supervision Consultants and with the specific approval of NHIDCL before appointment of the Arbitrator.

X. Appendices

Appendices

Appendix A Description of the Services

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

Details as per TOR.

Appendix B Reporting Requirements —

{List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here “Not applicable”.}

Please refer TOR

Appendix C Key Personnel and Sub-consultants (Expert Schedule)

{List under; C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications, experience of Personnel to be assigned to work in India, and staff- months for each.

C-2 Same information as C-1 for Key local Personnel.

C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.

C-4 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)

Please refer TOR

Note: *Insert a table based on Form TECH-7 of the Consultant’s Technical Proposal and finalized at the Contract negotiation. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant’s Technical Proposal) updated and signed by the respective Key Experts.*

No. 1 to 3 of Form FIN-2: Format of BOQ

Appendix E -Reimbursable Cost Estimate

Ref. Sr. No. 4 to 7 of Form FIN-2: Format of BOQ

Appendix F – Summary of Cost Estimate

Ref. Form FIN-2: Format of BOQ

List here under cost estimate in INR:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable/Rental/ Fixed expenditures as follows:*
 - a. *Cost of local transportation.*
 - b. *Cost of other local services, rentals, utilities, etc.*

Appendix H – FORM OF PERFORMANCE SECURITY

(PERFORMAMANCE BANK GUARANTEE)

(Clause-17 of TOR)

To

Address of Employer:

WHEREAS

[Name and address of Consultants]* (hereinafter called “the consultants”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of

_____ [amount of Guarantee]
_____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to

Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ (Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 17 of TOR). Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall also be operatable at our New Delhi Branch located at _____, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation

1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address _____

2. _____

(Name & Occupation)

Date _____

NOTE for Issuing Bank (Not to be included in the BG):-

(i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

(iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002610
3.	Beneficiary Bank Branch Name& Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001
4.	Beneficiary Bank Branch IFSC	CNRB0019062

Appendix I Form of Bank Guarantee for Advance Payments (Reference
— Clause 6.5(a) of Contract)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: Bank Guarantee_____

Date: _____

Dear Sir,

*In consideration of M/s. _____(hereinafter referred as the "**Client**", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to*

M/s _____(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____dated _____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____for _____Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) _____as an advance against Bank Guarantee to be furnished by the Consultant.

We _____(Name of the Bank) having its Head Office at _____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____as aforesaid at any time upto _____@ _____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any

covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other Indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this guarantee has been given.

This guarantee shall also be operatable at our New Delhi Branch located at from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) Transport Bhawan, 1st Parliament Street, New Delhi-110001
6	PAN No	AAECN7759E

Dated this _____ day of 201_ at

WITNESS

_____ (signature)

(Signature)

-

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No.

Dated

Strike out, whichever is not applicable.

NOTE for Issuing Bank (Not to be included in the BG):-

- 1. The stamp papers of appropriate value shall be purchased in the name of bank, who issues the "Bank Guarantee".*
- 2. The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.*
3. The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
4. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
5. The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
6. The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002610
3.	Beneficiary Bank Branch Name& Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001
4.	Beneficiary Bank Branch IFSC	CNRB0019062

7. The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

Appendix J - Letter of Award

Appendix K- Minutes of pre-bid meeting

Appendix-L - Memorandum of Understanding
(To be replaced by Joint Venture Agreement in the Contract)

between

And

Whereas the National Highways & Infrastructural Development Corporation Limited (NHIDCL) (the ' **Employer** ') has invited proposal for appointment of Authority's Engineer for _____(Name of project) hereinafter called the Project.

And Whereas _____(Lead Partner) and _____JV partner/s have agreed to form a Joint Venture to provide the said services to the Employer as Authority's Engineer; and

Now, therefore, it is hereby agreed by and on behalf of the partners as follows:

- (i) _____ will be the lead partner and _____ will be the other JV partner/s.
- (ii) _____ (lead partner) shall be the in charge of overall administration of contract and shall be authorised representative of all JV partners for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer/EPC Contractor if Consultancy work is awarded to JV.
- (iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Consultancy Services.
- (iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each partner/s along with percentage sharing of cost of services shall be submitted to the Employer (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For _____(Name of Lead partner)

Managing Director/Head of the Firm
Address

For _____(Name of JV partner/s)

Managing Director/Head of the Firm
Address

For _____(Name of Associate Partner/s)

Appendix N — Acknowledgment of Compliance with Guidelines for the Employment
of Consultants under Japanese ODA Loan

Note: *Form TECH-9 in Section 3 is used for this Appendix*

Appendix O

INTEGRITY PACT

As per Section 8 of RFP

[Type here]

Appendix P — Medical Certificate

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable."]

The form of Medical Certificate as required under the rules of Govt. of India

Appendix Q

Eligible Source Countries of Japanese ODA Loans

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

Section –XI: INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHIDCL)

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this.....day of 201...

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 1st and 2nd Floor, Tower A, NHIDCL, World Trade Center, Nauroji Nagar , New Delhi-110029 (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as- “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

WHEREAS, the Principal/ Owner has floated the Tender *{NIT award, No.....dtd.....}* (hereinafter referred to as “Tender/Bid”) and intends to under laid down organizational procedure, contract/s for *{Name of the work}* (hereinafter referred to as the “Contract”).

AND WHEREAS the Principal/ Owner values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

AND WHEREAS to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender/ Bid documents and Contract between the parties.

AND WHEREAS in order to achieve the above goals, the Principal has appointed an Independent External Monitor (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned herein.

Now, THEREFORE, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article 1: Commitments of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/ Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitments of the Bidder(s)/ Contractor(s)/ Consultant(s)

- (1) It is required that each Bidder/ Contractor/ Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/ Contractor(s)/ Consultant (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contract, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize the bidding process.

- (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/ Contract(s) will not use improperly for the purpose of competition or personal gain, or pass on the others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (f) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (h) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right

-
- (1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ contractor(s) from the Tender process or terminate/determine the Contract, if already executed or executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
 - (2) Forfeiture of EMO/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
 - (3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, as its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a

commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Subcontractors/sub-vendors.

- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any state of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolutions.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) it is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the MD, NH1DCL.
- (3) The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub-contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can submit non-binding recommendations in this regard. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD, NH1DCL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the MD, NH1DCL a substantiated suspicion of an offence under relevant IPC/PC Act and the MD, NH1DCL does not, within the reasonable time, takes visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article 9- Legal and Prior Rights

All right and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses.

.....
.....

(For and on behalf of
Principal/Owner)

.....
.....

(For and on behalf of
Bidder/Contractor)

WITNESSES:

- 1.
(Signature, name and address)
- 2.....
(Signature, name and address)

Place: Dated: