



REQUEST FOR PROPOSAL

For
Selection of Consultant

As

AUTHORITY'S ENGINEER FOR SUPERVISION OF "Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode." [3rd Call]

LOI No. : NHIDCL/ASSAM/S-D/JICA5/AE/2021/199467/RFP/C3
Client : NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL) (Government of India)
Client Address : 3rd floor, PTI Building, 4-Parliament Street, New Delhi – 110001
Country : INDIA
JICA Loan No. : ID-P293
Project : NORTH EAST ROAD NETWORK CONNECTIVITY IMPROVEMENT PROJECT (PHASE V)

June, 2023

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Letter of Invitation

Date : 07/06/2023
 LOI No. : NHIDCL/ASSAM/S-D/JICA5/AE/2021/199467/RFP/C3
 Client : NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL)
 Country : INDIA
 JICA Loan No. : ID-P293
 Project Name : NORTH EAST ROAD NETWORK CONNECTIVITY IMPROVEMENT PROJECT (PHASE V)
 Assignment Name : ***AUTHORITY'S ENGINEER FOR SUPERVISION OF "Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode." [3rd Call]***

To

All Participating Bidders,

1. The Government of India (hereinafter called as the “**Borrower**”) has received a loan from the Japan International Cooperation Agency (JICA) towards the cost of the Project under the Scheme – North East Road Network Connectivity Improvement Project (Phase V) (hereinafter called “the Project”) and intends to apply part of the proceeds towards payments under the contract for ***AUTHORITY'S ENGINEER FOR SUPERVISION OF "Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode. [3rd Call]***
2. National Highways & Infrastructure Development Corporation Limited (NHIDCL) now invites Proposals from the shortlisted Consultants to provide the consultancy services under the above consulting services assignment. More details on the services are provided in the **Terms of Reference**.
3. This Letter of Invitation and the Request for Proposals (RFP) attached hereto is open to all interested and eligible consultants.

Eligibility Criteria:

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	The firm should have minimum experience of Project	Annual Turnover (updated average of last 3 years) of

	Project Report/ Feasibility Study cum Preliminary Design Report of 4**-laning of aggregate length equal to 2 times of Project Length*** or more of similar category for which RFP is invited.	Supervision/Independent Engineer /Authority's Engineer of 4**-laning of aggregate length equal to 3 times of Project Length*** or more of similar category for which RFP is invited.	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 4**-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 4**-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 4/6 lane shall be considered for 4 laning projects. For 4 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 crores.

*** Project Length for consultancy work shall be 54.154 km.

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 firms, 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/experience will be considered.

4. A firm(s) will be selected under QCBS (Quality and Cost-Based Selection) and the procedure described in the RFP, in accordance with the applicable Guidelines for the

Employment of Consultants under Japanese ODA Loans. The selected AE shall be intimated to the JICA and to the Contractor.

5. The Consultants are hereby requested to inform us whether or not you intend to submit a Proposal for the subject consultancy work in writing on or before **15.00 hrs on 16/06/2023** at the address below:

Sh. K. C. Bhatt
Dy. General Manager (T)
National Highways & Infrastructure Development Corporation Limited
(NHIDCL)
3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001
Phone: 011-2346 1626
E-mail: kc.bhatt@gov.in,
ed5@nhidcl.com

6. The RFP Document has been uploaded on CPP Portal (<https://eprocure.gov.in>) and NHIDCL website (www.nhidcl.com). RFP document has also been uploaded on INFRACON AE Version 2.0 Portal (<http://infracon.nic.in/>). Technical proposal is to be submitted through INFRACON AE Version 2.0 Portal. In addition to above, 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 5 above. The shortlisted 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.

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

7. The interested consultancy firms may download the RFP document from CPP portal or the official website of the Employer (NHIDCL) or **w.e.f. 07/06/2023 upto 06/07/2023 before 15.00 hrs**. The participating bidders will be required to pay a non- refundable Cost of RFP document of **₹ 5,900/- inclusive of GST @ 18%** (RTGS/NEFT/Other online mode) on or before 06/07/2023 **at 15.00 hrs** to the NHIDCL's Bank account details as follows:

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

Proof of payment receipt must be submitted online & hard copy along with bid document.

8. As part of the Standard Operating Procedure for adoption of Integrity Pact, Shri Subhash Chandra IAS (Retd.) has been appointed as Independent External Monitor (IEM) 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 below:

Sr. No	Event Description	Date
1.	Invitation of RFP (NIT)	07/06/2023
2.	Last date for receiving queries	22/06/2023 (1100 Hrs)
3.	Pre-BID meeting	22/06/2023 (1400 Hrs)
4.	Authority response to queries latest by	27/06/2023
5.	Last date of Request for BID Document	06/07/2023 (1500 Hrs)
6.	Bid submission End Date (online)	06/07/2023 (1500 Hrs)
7.	Physical submission of Bid Security / PoA etc., if any	07/07/2023 (1200 Hrs)
8.	Opening of Technical BIDs at venue	07/07/2023 (1600 Hrs)
9.	Date of uploading of list of Technically Qualified Applicants	To be intimated later
10.	Date of Opening of Financial Bids of Qualified Applicants	To be intimated with the result of technical evaluation
11.	Letter of Award (LOA)	To be intimated later
12.	Validity of BID	120 days from bid due date

10. Proposals will be opened in the presence of Consultant's representatives who choose to attend at the offices as specified in the Request for Proposals.

Yours sincerely,

Sh. K. C. Bhatt

Dy. General Manager (T)

National Highways & Infrastructure Development Corporation Limited (NHIDCL)

3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001

Phone: 011-2346 1626

E-mail: kc.bhatt@gov.in, ed5@nhidcl.com

Attachment: RFP for the "***AUTHORITY'S ENGINEER FOR SUPERVISION OF "Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to***

Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode.” [3rd Call]

PART1 – SELECTION PROCEDURES

Quality and Cost-Based Selection (QCBS)

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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.

- (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**.

- b. Interpretation** 2.2 Throughout this RFP:
- (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 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.
- 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.
- 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**.
- 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** 2.7 The inputs, relevant project data, and reports **as specified in**

and Reports

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.

“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, or (ii) three (3) years have passed since such debarment decision.

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, was debarred by the World Bank Group on 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, or (ii) three (3) years have passed since such debarment decision. 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

- 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

- 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.
- 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 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:
- (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**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.

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

- a. Clarification of RFP**
- 8.1 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.

- b. Pre-Proposal Conference** 8.2 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.

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.

- c. Amendment of RFP** 8.3 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 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** 9.1 While preparing the Proposal, the Consultant must give particular attention to the following:

Considerations

- (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(a) 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 local 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:

$$Sf = 100 \times Fm / F$$

where:

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

Fm 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 2

Data Sheet

A. General																							
ITC 1.1(b)	The Applicable Guidelines are those published in April 2012.																						
ITC 2.1	<p>The Letter of Invitation: NHIDCL/ASSAM/S-D/JICA5/AE/2021/199467 /RFP/C3</p> <p>The Client is: NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL) located in New Delhi, India.</p> <p>The Project is: North East Road Network Connectivity Improvement Project (Phase V).</p> <p>The name of the Assignment is: AUTHORITY'S ENGINEER FOR SUPERVISION OF "Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode." [3rd Call]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">S. No.</th> <th style="width: 55%;">Package details</th> <th style="width: 5%;">NH No.</th> <th style="width: 5%;">State</th> <th style="width: 15%;">Project Length (Km) / Estimated Cost (Cr.)</th> <th style="width: 10%;">Assignment period (months)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Package-I - Widening / Improvement to 4 (Four) Lane with Paved Shoulder configuration of existing single lane road from Srirampur (near Bhairiguri Village) to Kachukhana Harichara Paglagaunj (Package-I) of Srirampur - Dhubri Section of NH-127B from existing Km 0.000 to Km 28.050 (Design Km 0.000 to Km 27.650), (Design Length=27.650 Km) on EPC Mode in the State of Assam under JICA - ODA loan assistance.</td> <td style="text-align: center;">127B</td> <td style="text-align: center;">Assam</td> <td>Project Length: 27.650 km km, Awarded Cost: ₹ 297.28 Cr</td> <td>24 months of construction + 60 month of Maintenance period</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Package-II - Widening / Improvement to 4 (Four) Lane with Paved Shoulder configuration of existing single lane road from Kachukhana Harichara Paglagaunj to Dhubri - Pulbari Bridge approach (Package-II) of Srirampur - Dhubri Section of NH-127B from existing Km 28.050 to Km 55.060 (Design Km 27.650 to Km 54.154), (Design Length=26.504 Km) on EPC Mode in the State of Assam under JICA - ODA loan assistance.</td> <td style="text-align: center;">127B</td> <td style="text-align: center;">Assam</td> <td>Project Length: 26.504 km, Awarded Cost: ₹ 453.90 Cr</td> <td>24 months of construction + 60 month of Maintenance period</td> </tr> </tbody> </table>					S. No.	Package details	NH No.	State	Project Length (Km) / Estimated Cost (Cr.)	Assignment period (months)	1	Package-I - Widening / Improvement to 4 (Four) Lane with Paved Shoulder configuration of existing single lane road from Srirampur (near Bhairiguri Village) to Kachukhana Harichara Paglagaunj (Package-I) of Srirampur - Dhubri Section of NH-127B from existing Km 0.000 to Km 28.050 (Design Km 0.000 to Km 27.650), (Design Length=27.650 Km) on EPC Mode in the State of Assam under JICA - ODA loan assistance.	127B	Assam	Project Length: 27.650 km km, Awarded Cost: ₹ 297.28 Cr	24 months of construction + 60 month of Maintenance period	2	Package-II - Widening / Improvement to 4 (Four) Lane with Paved Shoulder configuration of existing single lane road from Kachukhana Harichara Paglagaunj to Dhubri - Pulbari Bridge approach (Package-II) of Srirampur - Dhubri Section of NH-127B from existing Km 28.050 to Km 55.060 (Design Km 27.650 to Km 54.154), (Design Length=26.504 Km) on EPC Mode in the State of Assam under JICA - ODA loan assistance.	127B	Assam	Project Length: 26.504 km, Awarded Cost: ₹ 453.90 Cr	24 months of construction + 60 month of Maintenance period
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ITC 2.3	The Borrower is: Government of India.																						

	<p>The number of the JICA Loan Agreement is: ID-P293</p> <p>The amount of a Japanese ODA Loan is: JPY 15,285,000,000.00</p> <p>The signed date of the Loan Agreement is: 26.03.2021.</p> <p>The other sources of finance are: Ministry of Road Transport & Highways, Government of India.</p>
ITC 2.7	<p>The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals:</p> <p>Project Report of Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode; and</p>
ITC 4.1(b)	<p>The list of ineligible firms and individuals is available at the JICA’s website: www.jica.go.jp/english/our_work/compliance</p>
ITC 4.1(c)	<p>1) The list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr</p> <p>2) Consultant will be recognized 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.</p>
ITC 5.1	<p>Add the following at the end of this Sub-Clause:</p> <p>Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive. If the Consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No Consultant shall submit more than one bid.</p> <p>(A) The Applicant whether a sole applicant or lead member with joint venture may include anynumber of Associate to provide technology in assignment (refer para 10(iii) of data sheet). The Associate firm can provide equipment based road inspection services for any of the 4 equipment viz., (i) Network Survey Vehicle including all modules required as per technical specifications, (ii) Falling Weight Deflect meter, (iii) Mobile Bridge Inspection Unit and (iv) Retro Reflect meter. However, the Associate(s) cannot be common for 2 or more bidders. If any Associate is common with 2 or more bidders, all those bids shall be declared nonresponsive. Hence, the bidder may ensure on his own that the associate proposed by him is not proposed by any other bidder participating in the same assignment and the bidder is solely responsible in this regard.</p>

	(B) In addition, the applicant whether a sole applicant or lead member with joint venture may also include an Associate for providing key personnel. In such case, the applicant should submit an MOU with associate regarding role and responsibility of Associate Company. However, the maximum no. of key personnel from Associate firm during RFP proposal and implementation of contract should be limited to two (2).
B. Preparation of Proposals	
ITC 6.4	Language of the Proposals: English All the personnel shall have working knowledge of English and all the reports etc. shall be written in English.
ITC 7.1	Proposals must remain valid 120 days after the Proposal submission deadline date.
ITC 7.9	Deleted.
ITC 8.1	<p>For <u>clarification purposes</u> only, the Client's address is:</p> <p>Sh. K. C. Bhatt Deputy General Manager (T) National Highways & Infrastructure Development Corporation Limited (NHIDCL) 3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001 Phone: 011-2346 1626 E-mail: kc.bhatt@gov.in, ed5@nhidcl.com</p> <p>Response (including an explanation of the queries but without identifying the source of inquiry) will be uploaded on the websites mentioned at Para 6 of the Letter of Invitation (LOI). Therefore, no written copies of response will be sent to the Consultants.</p>
ITC 8.2	<p>A pre-proposal conference will take place at the following date, time and place:</p> <p>Pre-Proposal Conference shall be held through VC at Employer's Office on - 22/06/2023 at 1400 Hrs.</p> <p>The VC link shall be shared on the websites mentioned at Para 6 of Lol before Pre-Proposal Conference.</p> <p>The Client's representative in charge of pre-proposal conference:</p> <p>Sh. K. C. Bhatt</p>

	<p>Deputy General Manager (T) National Highways & Infrastructure Development Corporation Limited (NHIDCL) 3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001 Phone: 011-2346 1626 E-mail: kc.bhatt@gov.in, ed5@nhidcl.com</p>
<p>ITC 8.3</p>	<p>Addendum to the RFP will be uploaded on the websites mentioned at Para 6 of the Letter of Invitation (LOI). Therefore, no written copies of the Addendum will be sent to the Consultants.</p>
<p>ITC 9.1(b)</p>	<p>Add the following at the end of this Sub-Clause:</p> <p>Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive. If the Consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No Consultant shall submit more than one bid.</p> <p>(A) The Applicant whether a sole applicant or lead member with joint venture may include any number of Associate to provide technology in assignment (refer para 10(iii) of data sheet). The Associate firm can provide equipment based road inspection services for any of the 4 equipment viz., (i) Network Survey Vehicle including all modules required as per technical specifications, (ii) Falling Weight Deflect meter, (iii) Mobile Bridge Inspection Unit and (iv) Retro Reflect meter. However, the Associate(s) cannot be common for 2 or more bidders. If any Associate is common with 2 or more bidders, all those bids shall be declared nonresponsive. Hence, the bidder may ensure on his own that the associate proposed by him is not proposed by any other bidder participating in the same assignment and the bidder is solely responsible in this regard.</p> <p>(B) In addition, the applicant whether a sole applicant or lead member with joint venture may also include an Associate for providing key personnel. In such case, the applicant should submit an MOU with associate regarding role and responsibility of Associate Company. However, the maximum no. of key personnel from Associate firm during RFP proposal and implementation of contract should be limited to two (2).</p>
<p>ITC 10.1(d)</p>	<p>The Consultant shall submit the following additional documents in its Technical Proposal:</p> <p>In addition to above, hard copy of the following documents, in original, is to be submitted at the address mentioned at Para 5 of the Letter of Invitation (LoI) by due date and time of submission:</p> <p>(a) Power of Attorney (on stamp paper and duly notarized) of the person submitting the Proposal on behalf of the Consultant;</p>

	<p>(c) If applicable, the Power of Attorney for Lead Member of JV;</p> <p>(d) 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” (Refer Format as per Appendix-M);</p> <p>(e) If the Consultant includes associate: Consent letter from Associate Partner;</p> <p>(f) Proof/Receipt of Payment of Cost of RFP of ₹ 5,900/- (Non-Refundable) including GST @18% (RTGS/NEFT/Other online mode).</p> <p>(g) 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 e- Bank Guarantee (as per the format specified in Appendix N of this RFP document) or may be deposited through online facility provided by the IndusInd Bank (the “Bid Security”), valid for 45 or days beyond the validity of the bid. The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer 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:</p> <ul style="list-style-type: none"> (i) If a Consultant withdraws its bid during the period of bid validity; or (ii) If the Consultant fails to accept the Employer’s corrections of arithmetic errors in the Consultant’s bid (if any); or (iii) If the Successful Consultant fails to sign the contract agreement with the Employer within the prescribed period; or (iv) If the Successful Consultant fails to furnish the Performance Security within the stipulated time. <p>Unsuccessful Consultants would be informed regarding their nonqualification, 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.</p> <p>Please refer NHIDCL Office order dated 22.03.2023 for further details and step by step process regarding e-BG and online payment annexed to this RFP;</p> <p>(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-8 of this RFP) duly signed by Authorised signatory shall be submitted by the Consultant with the RFP & shall be part of the Contract Agreement;</p>
ITC 10.2(b)	The information desired in this sub-clause is to be uploaded on INFRACON

	Portal (http://infracon.nic.in/) (Form TECH-2).																														
ITC 10.2(e)	The information desired in this sub-clause is to be uploaded on INFRACON Portal (http://infracon.nic.in/) (in place of Form TECH-5).																														
ITC 10.2(f)	<p>The information desired in this sub-clause is to be uploaded on INFRACON Portal (http://infracon.nic.in/) (Form TECH-6).</p> <p>NOTE:</p> <p>(i) 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:</p> <p>Name of Project: _____</p> <p>Name of Project Director: _____</p> <p>Name of Project Implementation Unit: _____</p> <p>Name of IE / AE / SC (please specify): _____</p> <p>Stage of project: Under Implementation/ O&M of Completed Project (please select one) _____</p> <table border="1" data-bbox="381 1003 1388 1291"> <thead> <tr> <th>Names of Key Personnel</th> <th>Designation</th> <th>Aadhar No.</th> <th>Number of days present on the project during last 3 months</th> <th>Number of days required to be present during last 3 months as per schedule</th> <th>% availability</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>A scanned copy of all the above documents is also to be uploaded on CPP Portal (https://eprocure.gov.in).</p>	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																								
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ITC 10.4	<p>Table given in this Sub-Clause is replaced with following table:</p> <table border="1" data-bbox="365 1491 1412 1864"> <thead> <tr> <th colspan="2">Technical Proposal Form</th> <th>No. of Pages</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Consultant's Organisation and Experience</td> <td>To be uploaded on INFRACON Portal (http://infracon.nic.in/). (Form TECH 2A and Form TECH 2B) 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</td> </tr> </tbody> </table>	Technical Proposal Form		No. of Pages	1.	Consultant's Organisation and Experience	To be uploaded on INFRACON Portal (http://infracon.nic.in/). (Form TECH 2A and Form TECH 2B) 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																								
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		<p>uploaded with the project details.</p> <p>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 may be submitted to INFRACON Division of NHIDCL (contact details available on INFRACON Portal) for uploading as an additional/ supportive document for the respective project and a copy of such submission alongwith the copy of the certificate may be uploaded on CPP Portal.</p>
2.	Comments and Suggestions on Terms of Reference	No limit, but shall be concise and to the point (Form TECH-3A) to be uploaded on CPP Portal (https://eprocure.gov.in).
3.	Comments and Suggestions on Counterpart Staff and Facilities	About two (2) pages (Form TECH-3B) to be uploaded on CPP Portal (https://eprocure.gov.in).
4.	Description of Approach, Methodology and Work plan for performing the Assignment	About fifty (50) pages inclusive of charts and diagrams (Form TECH-4) to be uploaded on CPP Portal (https://eprocure.gov.in).
5.	Team Composition, Task Assignments and Summary of CV Information	To be uploaded on INFRACON Portal (http://infracon.nic.in/). (Form TECH 5 and Form TECH 6)
6.	Curriculum Vitae (CV) for Proposed Key Experts	
7.	Expert schedule	(Form TECH-7) to be uploaded on CPP Portal (https://eprocure.gov.in).
8.	Work Schedule	(Form TECH-8) to be uploaded on CPP Portal (https://eprocure.gov.in).
9.	Acknowledgement 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	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.
ITC 11.1(a)(ii)	<ol style="list-style-type: none"> (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 Country shall be considered to be included in the remuneration and shall NOT be paid separately; (2) Cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route (inclusive of Miscellaneous Travel Expenses, if any) ; (3) Land transportation including vehicle rental; (4) Cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) Cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services; (6) Cost of printing and dispatching of the reports to be produced for the Services; (7) Miscellaneous administrative and support costs including office operations, support personnel and translation; and <p>Amount for Financial Proposal for all items should preferably be quoted in INR only.</p>
ITC 11.1(b)(ii)	<p>This sub-para is modified as below:</p> <p>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:</p> <p>Amount for provisional sums: NIL</p> <p>Contingency amount: INR Ten million.</p>
ITC 11.1(b)(v)	The rates and prices quoted by the Consultant shall be “subject to adjustment”.
ITC 11.2(b)	Information of the Consultant’s tax liabilities in the Client’s country can also be found at www.incometaxindia.gov.in , www.cbec.gov.in and also refer clause 6.3 (a) & (b) of SCC.

ITC 11.2(c)	<p>GST Payable is 18%.</p> <p>If any local taxes, duties, fees, levies fall under “No Pay” exemption category the client shall provide certificate of exemption.</p> <p>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;</p>
ITC 11.3	<p>The currency(ies) of the Financial Proposal shall be as described below:</p> <p>(i) Indian Rupees (INR) to two decimal place(s) only</p>
C. Submission, Opening and Evaluation of Proposals	
ITC 12.1	<p>Add at the end of para “and upload online as mentioned in the RFP.”</p>
ITC 12.3	<p>The submission shall be done as per Para 10 and 11 of ITC including Data Sheet.</p>
ITC 12.4	<p>The Financial proposal shall be prepared and uploaded on CPP Portal only using the Form of BOQ available on CPP Portal.</p> <p>Add the following at the end of this Sub-Clause:</p> <p>The authorized signatory holding Power of Attorney shall be the Digital Signatory for uploading the requisite documents on CPP Portal (https://eprocure.gov.in).</p>
ITC 12.6 (c) & (d)	<p>Not Applicable.</p>
ITC 12.7	<p>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 marked “TECHNICAL PROPOSAL” 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 “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EMPOWERED TECHNICAL BID OPENING COMMITTEE”.</p> <p>Time and date of the Proposal submission deadline online:</p> <p>- Time: 1500 hrs - Date: 06/07/2023</p> <p>Hard Copy of requisite documents at DS 10.1 (d) must be ensured to be submitted on or before 07/07/2023 at 1200 hrs. Documents for “TECHNICAL PROPOSAL” uploaded online shall only be considered valid for technical evaluation.</p> <p>Consultants must submit the original hard copy of the requisite documents to the Client at the following address in addition to the on-line submission:</p>

	<p>Sh. K. C. Bhatt Deputy General Manager (T) National Highways & Infrastructure Development Corporation Limited (NHIDCL) 3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001 Phone: 011-2346 1626 E-mail: kc.bhatt@gov.in, ed5@nhidcl.com</p>
<p>ITC 12.8</p>	<p>This clause is modified as below: Modification / Substitution/ Withdrawal of bids:</p> <ul style="list-style-type: none"> (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. (ii) 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. (vi) Financial Proposals are to remain unopened until the completion of the evaluation of Technical Proposal.
<p>ITC 13.1</p>	<p>The opening of the Technical Proposal shall take place online as per the scheduled timeline.</p> <p>For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.</p> <p>The Employer will open the Technical Proposals of all the participating firms at 16.00 hrs Indian Standard Time on 07/07/2023, in the presence of the representatives of the participating firms who may choose to attend and thereafter evaluate the Applications in accordance with the provisions set out in the RFP.</p>
<p>ITC 13.7</p>	<p>The Financial Proposal will be opened of the applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified on a later date.</p>

ITC 14.3	The minimum Technical Score required to be achieved: <u>75 Points</u> .														
	Criteria, sub-criteria, and point system for the evaluation are:														
	<table border="1"> <thead> <tr> <th data-bbox="362 348 1247 432">(i) Experience of the Consultants relevant to the assignment in Highway Projects (2 lane or more)* during last 10 years from Bid Due Date:</th> <th data-bbox="1255 348 1414 432">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 432 1247 474">(a) Experience in DPR** for Highway Projects.</td> <td data-bbox="1255 432 1414 474">[3]</td> </tr> <tr> <td data-bbox="427 474 1247 537">(b) Number of DPR** for Highway Projects of minimum 40% of Project length with atleast one Major Bridge/ROB/Flyover.</td> <td data-bbox="1255 474 1414 537">[3]</td> </tr> <tr> <td data-bbox="427 537 1247 642">(c) Experience in Project Supervision as Independent Consultant[#]/ Independent Engineer[#]/ Authority's Engineer[@]/ Project Supervision Consultants[@] for Highway Projects</td> <td data-bbox="1255 537 1414 642">[8]</td> </tr> <tr> <td data-bbox="427 642 1247 779">(d) Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants for Highway Projects of minimum 40% of Project length with atleast one Major Bridge/ROB/Flyover.</td> <td data-bbox="1255 642 1414 779">[3]</td> </tr> <tr> <td data-bbox="427 779 1247 936">(e) 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.</td> <td data-bbox="1255 779 1414 936">[3]</td> </tr> <tr> <td data-bbox="873 936 1414 968" style="text-align: right;">Total points for criterion (i):</td> <td data-bbox="1255 936 1414 968">20</td> </tr> </tbody> </table>	(i) Experience of the Consultants relevant to the assignment in Highway Projects (2 lane or more)* during last 10 years from Bid Due Date:	Points	(a) Experience in DPR** for Highway Projects.	[3]	(b) Number of DPR** for Highway Projects of minimum 40% of Project length with atleast one Major Bridge/ROB/Flyover.	[3]	(c) Experience in Project Supervision as Independent Consultant [#] / Independent Engineer [#] / Authority's Engineer [@] / Project Supervision Consultants [@] for Highway Projects	[8]	(d) Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants for Highway Projects of minimum 40% of Project length with atleast one Major Bridge/ROB/Flyover.	[3]	(e) 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.	[3]	Total points for criterion (i):	20
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	<p>* Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on:</p> <ol style="list-style-type: none"> NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE. MDRs with loan assistance from multilateral/bilateral agencies or on BOT basis. roads in Municipal Corporation limits, construction of Bypasses. Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways. 														
	<p>** Experience in Feasibility Study / Feasibility Study cum Preliminary Design Report shall also be considered under the experience of DPR by multiplying the length with a factor of 2/3</p>														
	<p># Independent Consultant/ Independent Engineer are Consultants selected by client for Independent Supervision of PPP Projects.</p>														
	<p>@ Authority's Engineer/ Project Supervision Consultants are Consultants selected by Client for Supervision on behalf of Client in EPC/ Item Rate Projects.</p>														

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	<u>Points</u>
(a) Technical approach, Methodology, Site Appreciation and Comments/ suggestions on TOR	[10]
(b) Work plan	[5]
(c) Organization and staffing	[5]
Total points for criterion (ii): 20	
(iii) Key Experts' Qualifications and Competence for the assignment:	<u>Points</u>
International Experts*	
(a) Team Leader cum Sr. Highway Engineer	[15]
(b) Senior Contract Expert	[5]
(c) Senior Environmental Expert	[3]
(d) Senior Social Safeguard Expert	[3]
National Experts :	
(e) Resident Engineer/Highway Engineer	[2x6=12]
(f) Bridge/Structure Engineer	[2x6=12]
(g) Material/ QC Engineer	[2x5=10]
Total points for criterion (iii): 60	
<p>* International Experts shall be considered those who have worked in at least 3 countries (which may include their home country) with minimum two years in each country. Indian Nationals with relevant international experience can be proposed as International Expert.</p>	
<p>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:</p>	
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 three 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) for Highway Projects	3
i	Aggregate length	2
	Minimum 2 times of Project length	1.5
	Additional (1/4) marks for every additional Project length	0.5
ii	Number of DPR projects of minimum 40% of Project length	1
	Minimum 1 Projects	0.75
	(1/8) marks for every additional project	0.25
b	Number of DPR for Highway Projects of minimum 40% of Project length with atleast one Major Bridge/ROB/Flyover.	3
	1 Projects	2.25
	0.15 marks for every additional project	0.45
	Add 0.3 marks if any project qualifying above has a Major Bridge/ROB/ Flyover >200m (excluding approaches)	0.3
c	Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants for Highway Projects.	8
i	Aggregate length	3
	Minimum 3 times of Project length	2.25
	Additional 0.25 marks for every additional Project length	0.75
ii	Number of projects of minimum 40% of Project length	5
	Minimum 2 Projects	4
	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 for Highway Projects of minimum 40% of Project length with atleast one Major Bridge/ROB/Flyover.	3
	1 Projects	2.25
	0.15 marks for every additional project	0.45
	Add 0.3 marks if any project qualifying above has a Major Bridge/ROB/ Flyover >200m (excluding approaches)	0.3
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 Highway Projects (2 or more Lane)	3
	1 Project	2.25
	(3/8) marks for every additional project	0.75

- Note:
- *(1) Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :
- NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE.
 - MDRs with loan assistance from multilateral agencies or on BOT basis.
 - roads in Municipal Corporation limits, construction of Bypasses.
 - Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways.
- (2) Experience in Feasibility Study / Feasibility Study cum Preliminary Design Report shall also be considered under the experience of DPR by multiplying the length with a factor of 2/3.

(ii) Adequacy of proposed methodology and work plan in responding to the Terms of Reference

S. No.	Description	Max. Points
a)	Technical approach, Methodology, Site Appreciation and Comments/ suggestions on TOR (i) Average 4 (ii) Good 6 (iii) Very Good 10	10
b)	Work plan (i) Average 2 (ii) Good 3 (iii) Very Good 5	5
c)	Organisation and staffing (i) Average 2 (ii) Good 3 (iii) Very Good 5	5
	Total Points	20

(iii) 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/ Transportation Engineering/ Pavement Engineering	5
2	Adequacy for the Project	60

a)	Experience in Highway** Projects:	15
i)	Aggregate minimum 20 years experience in minimum 3 countries (which may include their home country) with minimum two years in each country.	10
	Additional 1 Mark for each additional 1 year	5
b)	Experience of construction supervision of Highway**/ Expressway projects in similar capacity*	30
i)	Atleast 3 projects	10
	Additional 1 Mark for each additional project	5
ii)	Minimum 2 International Highway Projects having Contract Amount of USD 30 Million or more in each project with minimum 2 years period.	7.5
	Additional 1.25 Marks for each additional project with minimum 2 years period	2.5
iii)	At least one project funded by JICA/Multilateral/ Bilateral Funding Agency(ies) with minimum 2 years period	4
	Additional 1 Mark for additional project funded by Multilateral/ Bilateral Funding Agency(ies) with minimum 2 years period	1
c)	Experience of design of Highway projects** of 4 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 construction supervision of Highway Project** of at least 40% project length having a Major Bridge/ ROB/ Flyover of more than 200m excluding approaches.	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 (Construction Supervision/ IE/ AE).
 - ii) On behalf of Contractor: Project Director/ Project Manager (Construction/ Construction Supervision)
 - iii) In Government Organizations: Executive Engineer (or equivalent) and above.

**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :

- a. NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE.
- b. MDRs with loan assistance from multilateral agencies or on BOT basis.
- c. roads in Municipal Corporation limits, construction of Bypasses.

d. Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways.

2 Senior Contract Specialist		
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Civil Engineering	20
II)	Degree in Law/ Legal/ PG in Management / Certificate Course in Management / Certificate Course in Construction Management / Certificate Course in Contract Management	5
2	Adequacy for the Project	60
a)	Experience in Contract Management	20
i)	Minimum 15 years	15
	Additional 1 Mark for each addition year	5
b)	Experience as Contract Specialist on Highway projects**	15
i)	Minimum 5 years	10
	Additional 1 Mark for each addition year	5
c)	Experience in Contract Management of large scale highway** contract say over Rs. 200 crore including experience of handling variation order, claim of the contractor and there appropriate disposal	15
i)	2 projects with minimum 9 months period in each project.	10
	Add 2.5 marks for each additional project with minimum 9 months period	5
d)	Experience for atleast 2 projects as Contract Specialist in JICA/Multilateral/ Bilateral Agency(ies) funded Highway projects**	10
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.	
<p>Note: (1) Similar Capacity includes the following positions:</p> <p>i) On behalf of Consultant/Contractor: Contract Specialist/Project Manager</p> <p>ii) On behalf of Government: Executive Engineer (or equivalent) and above</p> <p>**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :</p> <p>a. NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE.</p> <p>b. MDRs with loan assistance from multilateral agencies or on BOT basis.</p> <p>c. roads in Municipal Corporation limits, construction of Bypasses.</p> <p>d. Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways.</p>		
3 Senior Environmental Expert		
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Civil Engineering/ Environment Management or Sociology.	20
II)	Post Graduate in Environmental Engineering/ Environmental Management or Sociology	5
2	Adequacy for the Project	60
a)	Experience in Environment Management of Highway projects**	20
i)	Minimum 10 years	15
	Additional 1 Mark for each addition year	5
b)	Experience in environmental management of highway projects**	30
i)	3 projects with minimum 1 year period in each project	22
	Additional 4 Marks for each project with minimum 1 year period	8
c)	Experience of project funded by JICA/Multilateral/ Bilateral Funding Agency(ies)	10
i)	1 project with minimum 1 year period in the project	7.5
	Additional 2.5 Marks for additional project with minimum 1 year period	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.	
<p>**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :</p> <p>a. NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE.</p> <p>b. MDRs with loan assistance from multilateral agencies or on BOT basis.</p> <p>c. roads in Municipal Corporation limits, construction of Bypasses.</p> <p>d. Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways.</p>		
4 Senior Social Safeguard Expert		
Sr. No.	Description	Max. Points
1	General Qualification	25
I)	Graduate in Social Development / Sociology / Anthropology / Indigenous people studies or other relevant fields	20
II)	Post Graduate in Social Development / Sociology / Anthropology / Indigenous people studies or other relevant fields	5
2	Adequacy for the Project	60
a)	Experience in Social Management/ Social Safeguard	20
i)	Minimum 10 years	15
	Additional 1 Mark for each addition year	5
b)	Experience in social safeguard/ social management of highway projects**	30
i)	3 projects with minimum 1 year period in each project	22
	Additional 4 Marks for each project with minimum 1 year period	8
c)	Experience of project funded by JICA/Multilateral/ Bilateral Funding Agency(ies)	10
i)	1 project with minimum 1 year period in the project	7.5
	Additional 2.5 Marks for additional project with minimum 1 year period	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.	

**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :

- NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE.
- MDRs with loan assistance from multilateral agencies or on BOT basis.
- roads in Municipal Corporation limits, construction of Bypasses.
- Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways.

5 Resident Engineer/ Highway Engineer		
Sr. No.	Description	Max. Points
1	General Qualification	25
	I) Graduate in Civil/ Structure 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 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	7.5
	Additional 1.25 Marks for each additional project with minimum 2 years period	2.5
iii)	At least one project with minimum 2 years period in any other country than his home country	2.5
iv)	Minimum 2 years period in any one project funded by Multilateral/ Bilateral Funding Agency(ies)	2.5

c)	Experience in construction supervision of Highway Project** of atleast 40% project length having a Major Bridge/ ROB/ Flyover of more than 200m excluding approaches.	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.	
<p>Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):</p> <p>i) On behalf of Consultant: On behalf of Consultant: Team Leader/ Resident Engineer/ Assistant Resident Engineer/ Highway Engineer (Construction Supervision/ IE/ AE). ii) On behalf of Contractor: Project Director/ Project Manager (Construction/ Construction Supervision). iii) In Government Organizations: Executive Engineer or equivalent and above</p> <p>**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on:</p> <p>a. NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE. b. MDRs with loan assistance from multilateral agencies or on BOT basis. c. roads in Municipal Corporation limits, construction of Bypasses. d. Construction of stand- alone bridges, ROB, tunnels w.r.t roads/railways.</p>		
6 Bridge/Structure Engineer		
Sr. No.	Description	Max. Points
1	General Qualification	25
	I) Graduate in Civil/ Structural/Bridge Engineering	20
	II) Post Graduate in Structural/ Bridge Engineering	5
2	Adequacy for the Project	60
a)	Experience in highway projects**:	15
i)	Minimum 15 years	10
	Additional 1 mark for each additional year	5

b)	Experience of Construction Supervision of Bridge/ Interchange/ ROB/Flyover/Viaduct	15
i)	Minimum 10 years	12
	Additional 1 mark for each additional year	3
c)	Experience in similar capacity* in:	10
i)	Supervision of 2 Major Highway Bridges/ROB/Flyover > 200m excluding approaches on pile / well foundation with aggregate period 2 years or more with minimum 1 year for each bridge.	5
	Add 2.5 marks for each additional project	5
d)	Minimum 5 years Experience of design/ design review of bridge structure; 7.5 marks Add 1.25 marks for every additional year of experience	10
e)	Experience as Resident Engineer in highway projects** funded by Multilateral / Bilateral Agency (/ies) : atleast 2 years; 7.5 marks Add 1.25 marks for every additional year of experience	10
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.	
<p>Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted) :</p> <p>i) On behalf of Consultant/ Contractor: Senior Bridge Engineer/ Bridge Engineer/ Bridge Design Engineer.</p> <p>ii) In Government Organizations: Executive Engineer or equivalent and above.</p> <p>**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :</p> <p>a. NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE.</p> <p>b. MDRs with loan assistance from multilateral agencies or on BOT basis.</p> <p>c. roads in Municipal Corporation limits, construction of Bypasses.</p> <p>d. Construction of stand- alone bridges, ROB, tunnels w.r.t roads/railways.</p>		
7 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/airfield runway project **:	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	5
iii)	2 projects with minimum 2 years period in each project with atleast one international project	10
	Additional 2.5 marks for each project with minimum 2 years period in each project	5
c)	Experience in JICA/World Bank/ADB or any other Multilateral Funding Agency project 1 project -4 marks Add 1 marks for additional 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.	
<p>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) In Government Organizations: Executive Engineer or equivalent and above.</p> <p>**Experience of 4/6 lane shall be considered for 4 Laning projects. For 4 Laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 Crores. For clarity NH/SH/Equivalent in "Highway Projects" refers to works on :</p> <p>a. NH / SH or any category of road taken up under CRF, ISC/ EI, SARDP & LWE. b. MDRs with loan assistance from multilateral agencies or on BOT basis. c. roads in Municipal Corporation limits, construction of Bypasses. d. Construction of stand- alone bridges, ROBs, tunnels w.r.t roads/railways.</p>		

	<p>Note:</p> <ol style="list-style-type: none"> 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. 3. For International Experts, those CVs shall be considered, where the person has worked in at least 3 countries (which may include their home country) with minimum two years in each country. If this condition is not met their CV will not be evaluated and shall be assigned 0 (Zero) mark. 4. 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 CVs 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. 5. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the Key Personnel in their CVs and found to be correct. This certification should be made of all Key Personnel after the certification by the candidate. 6. In case of any additional data required for experience of the Key Expert(s), which are not covered in the input details of INFRACON and the uploaded certificate; then the additional requisite certificate issued from Employer(s) or Self-undertaking from the Key Expert(s) may be submitted to INFRACON Division of NHIDCL (contact details available on INFRACON Portal) for uploading as an additional/ supportive document for respective project and a copy such submission along with the copy of the certificate/ Self-Undertaking may be uploaded on CPP Portal.
ITC 14.4	Add at the end of the Para – “The Financial Proposals of such rejected (/non-responsive) Technical Proposals shall not be opened.

	The Client shall simultaneously upload the Result of Evaluation of Technical Proposals on CPP Portal, NHIDCL website & INFRACON indicating their technical scores obtained by their Technical Proposals and indicating the date, time and location for opening the Financial Proposals. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.”
ITC 14.5	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.
ITC 14.6	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 <u>the date of proposal submission deadline.</u>
ITC 14.7	This sub-clause is modified as below: The lowest financial proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores of other proposals will be computed as follows: $S_f = 100 \times F_m / F$ (F= amount of Financial Proposal)
ITC 14.8	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	This sub- clause stands modified as below: The interactions will be held at the following date and address with the Consultant's representatives: 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), 3rd Floor, PTI Building, 4-Parliament Street, New Delhi - 110001
ITC 15.2	Deleted
ITC 15.3	Deleted
ITC 15.4	Deleted
ITC 15.5	Deleted
ITC 15.6	Deleted
ITC 15.7	The rate quoted by the bidder shall not be subjected to any negotiations.
ITC 17.2	Expected date for commencement of consulting services is [REDACTED] at the Project site in the State of Assam

Section – 3

Technical Proposal Forms

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Form TECH-1: Technical Proposal Submission Form

Date : __/__/____

LOI No. : NHIDCL/ASSAM/S-D/JICA5/AE/2021/199467/RFP/C3

Project : NORTH EAST ROAD NETWORK CONNECTIVITY IMPROVEMENT
PROJECT (PHASE V)

Assignment : Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode. (3rd Call)

To: *[insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for ***“Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode. (3rd Call)”*** in accordance with your Request for Proposals dated *[insert Date of LOI]* 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.

[insert the following if the Consultant proposes Subconsultants(i.e. an Associate)]

We have proposed in our proposal the following firms as Sub-consultants: *[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 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 : *[inset 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 Client 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 here a brief description of the organization and general experience of the Consultant and, if applicable, each JV 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 may be submitted to INFRACON Division of NHIDCL (contact details available on INFRACON Portal) for uploading as an additional/ supportive document for the respective project and 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 adding others, or proposing a different phasing of the activities), if any.]

B - On Counterpart Staff and Facilities

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

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that the Consultant presents its Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

(a) Technical Approach and Methodology:

The Consultant shall explain its 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.

The Consultant shall highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. The Consultant shall also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training shall also be explained, if so required in the TOR. A simple repeat/copy of the TOR will not be appropriate.

(b) Work Plan:

The Consultant shall 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 shall 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, shall be included here. The work plan shall be consistent with the Work Schedule of Form TECH-8.

(c) Organization and Staffing:

The Consultant shall propose the structure and composition of its team. The Consultant shall list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. The Consultant shall also specify if it will be the lead firm in a JV or in an association with Subconsultants. In the case of a JV, a copy of the JV Agreement or a formal letter of intent to form a JV must be included in the Technical Proposal, as specified in Form TECH-1.]

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 'Edit Basic Details' form on the INFRACON portal. The form is titled 'Edit Basic Details' and has a status of 'Pending for Submission'. It contains the following fields:

- Photo:** Choose File | No file chosen
- Name:** Text input field
- Date of Birth:** Date picker
- Mother's Name:** Text input field
- Current State:** Dropdown menu (---Select---
- Current District:** Dropdown menu (---Select---
- Current Address:** Text area
- Permanent State:** Dropdown menu (---Select---
- Permanent District:** Dropdown menu (---Select---
- Permanent Address:** Text area
- PAN Number:** Text input field
- Passport Number:** Text input field
- Aadhar Number:** Text input field
- Mobile:** Text input field
- Alternate Mobile:** Text input field
- Landline Number:** Text input field

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

2. Company experience

The screenshot shows the 'Add New Company Experience' form on the INFRACON portal. The form includes the following fields:


- Select Company:** Dropdown menu (---None of the Below---
- Company Name:** Text input field
- From Year:** Date picker
- To Year:** Date picker with a note: "Leave this field in case you are still working with this company"
- Number of Projects Completed:** Text input field with a note: "* Projects Completed Till This Date"

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

Below the form is a table titled 'Company Experience Details':

S.No.	Company	From Year	To Year	Projects Completed	Add New
No Records Found					

3. Qualifications details



INFRACON
Ministry of Road Transport & Highways

Welcome :-
Last Login :-

Profile
Project Details
Search

ADD Qualifications DETAILS	
Level	Certificate Course
Qualification Level	Certificate course from Institution of Quantity Surveying
College	<input type="text"/>
University/Board	<input type="text"/>
Year Of Passing	<input type="text"/>
Percentage	<input type="text"/> % Or CGPA Obtained <input type="text"/> / Out Of <input type="text"/>
Upload Certificate	<input type="button" value="Choose File"/> No file chosen * Upload Supporting document/certificate in PDF upto 5MB
Digilocker link for Certificate (Optional)	<input type="text"/> Please Provide Link of Digilocker Shared Document
<input type="button" value="Submit"/>	

Qualifications	
Select Level:	Certificate Course ▼
Select Qualifications:	Certificate course from institution of Quantity Surveying ▼

Qualifications DETAILS						
SNO	College	University/Board	Passing Year	Certificate	Digilocker Link	Add New +
No Records Found						

4. Work Experience

ADD DETAILED WORK

Major Activities	<input type="checkbox"/> Highway Project <input type="checkbox"/> Bridge Project <input type="checkbox"/> Tunnel Project <input type="checkbox"/> Revenue Work <input type="checkbox"/> Others <input type="checkbox"/> Expressway <input type="checkbox"/> Airport Runway <input type="checkbox"/> IT <small>You can select multiple Major Activities</small>
Name of Work	<input type="text"/>
Country	<input type="text" value="----Select----"/>
Select State	<input type="text" value="--Select--"/> <ul style="list-style-type: none"> ANDAMAN & NICOBAR ISLANDS ANDHRA PRADESH ARUNACHAL PRADESH <small>Use Ctrl Key to select multiple States</small>
Employer Name	<input type="text"/>
Employer Address	<input type="text"/>
Client	<input type="text"/>
Client Address	<input type="text"/>
Start Date	<input type="text"/>
Completion Date:	<input type="text"/> <small>Leave this field in case of ongoing work</small>
Project Cost	<input type="text"/> Cr <small>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.</small>
Whether EPC or PPP or Hybrid Annuity Model	<input checked="" type="radio"/> EPC <input type="radio"/> PPP <input type="radio"/> Hybrid Annuity Model
Designation	<input type="text" value="----Select----"/>

7. Certification:

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

- (a) this CV correctly describes my qualifications and my experience;
- (b) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (c) I am committed to undertake the assignment within the validity of Proposal;
- (d) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (e) I am, pursuant to Clauses 3 and 4 of the Instructions to Consultants, eligible for engagement.

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
 [*Signature of Key Expert or authorized representative of the firm*]¹ *Day/Month/Year*

Full name of authorized representative: _____

Notes for the Consultants

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

No	Name of Expert / Position/ Category (International or Local)	Professional Expert input (in the form of a bar chart) ²													Total man-month ⁵ input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home ³	Field ⁴	Total		
Key Experts																			
ex.	Mr. XYZ Project Manager (International)	[Home]															/	/	
		[Field]															/	/	
1																	/	/	
2																	/	/	
																	/	/	
n																	/	/	
													Subtotal						
Non-Key Experts																			
1		[Home]															/	/	
		[Field]															/	/	
2																	/	/	
n																	/	/	
													Subtotal						
													Total			/	/		

Continuous input
 Intermittent input

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. One (1) month equals twenty six (26) working days. One working day shall be not less than eight (8) hours.
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 Local 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 Local 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-9 (Form ACK): 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 subconsultant for *[insert name of the Project, and name, number and identification of assignment as stated in DS 2.1]* (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 subconsultants 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 subconsultants, that if selected to undertake services in connection with the Contract, the Consultant and its subconsultants 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 subconsultants, that if the Consultant or any of its subconsultants 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 process in any way.

- 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]*

Section 4

Financial Proposal Forms

Table of Financial Forms

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Form FIN-1: Financial Proposal Submission Form

Date : / /
 LOI No. : NHIDCL/ASSAM/S-D/JICA5/AE/2021/199467/RFP/C3
 Project : NORTH EAST ROAD NETWORK CONNECTIVITY IMPROVEMENT PROJECT (PHASE V)
 Assignment : Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode. (3rd Call)

To: *[insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for **“Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode. (3rd Call)”** in accordance with your Request for Proposals dated *[insert Date of LOI]* and our Proposal.

We are hereby submitting our Financial Proposal for the sum of *[insert amount(s) in words and figures¹]*.

We hereby declare that:

- (a) 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 Section II, Data Sheet 7.1.
- (b) 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 : *[inset 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]

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:

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency*	BASIC RATE In Figures To be entered by the Bidder excluding Taxes	Taxes including Goods & Services Taxes	TOTAL AMOUNT, inclusive of all taxes including GST	TOTAL AMOUNT In Words
1	2	3	4	5	6	8	7	8
1	Remuneration for Expatriate and National Experts							
1.01	Team Leader Cum Senior Highway Engineer (1 No) 1*24=24	24.000	Man Months	INR			0.00	INR Zero Only
1.02	Senior Contract Expert (1 No) 1*6=6	6.000	Man Months	INR			0.00	INR Zero Only
1.03	Senior Environmental Expert (1 No) 1*5=5	5.000	Man Months	INR			0.00	INR Zero Only

1.04	Senior Social Safeguard Expert (1 No) 1*5=5	5.000	Man Months	INR			0.00	INR Zero Only
1.05	Resident Engineer cum Highway Engineer (2 Nos) 2*24+1*60 = 108	108.000	Man Months	INR			0.00	INR Zero Only
1.06	Bridge/Structural Engineer (1No) 2*24=48	48.000	Man Months	INR			0.00	INR Zero Only
1.07	Material cum QC Engineer (2 Nos) 2*24+1*60 = 108	108.000	Man Months	INR			0.00	INR Zero Only
2	Remuneration for Sub-Professional							
2.01	Highway Design Engineer (1 no.)	24.000	Man Months	INR			0.00	INR Zero Only
2.02	Geotechnical Engineer (1 no.)	12.000	Man Months	INR			0.00	INR Zero Only
2.03	Hydraulic Engineer (1 no.)	8.000	Man Months	INR			0.00	INR Zero Only
2.04	Quantity Surveyor (2 no.)	48.000	Man Months	INR			0.00	INR Zero Only
2.05	E&M Engineer (1 no.)	7.000	Man Months	INR			0.00	INR Zero Only
2.06	Environmental Expert (1 no.)	24.000	Man Months	INR			0.00	INR Zero Only
2.07	Social Safeguard Expert (1 no.)	10.000	Man Months	INR			0.00	INR Zero Only

2.08	Contract Expert (1 no.)	12.000	Man Months	INR			0.00	INR Zero Only
2.09	Traffic Survey & Analysis Expert (1 no.)	2.000	Man Months	INR			0.00	INR Zero Only
2.10	CAD Engineer (1 no.)	18.000	Man Months	INR			0.00	INR Zero Only
2.11	Surveyor (2 nos.) 2*24 = 48	48.000	Man Months	INR			0.00	INR Zero Only
2.12	Field Engineer (2nos.) 2*24 = 48	48.000	Man Months	INR			0.00	INR Zero Only
2.13	Lab Technician (2 nos.) 2*24 + 1*60 = 108	108.000	Man Months	INR			0.00	INR Zero Only
3	Support Staff (inclusive of per diem allowance)							
3.01	Office Manager cum Accountant (2 Nos) (2*24+ 1*60)	108.000	Man Months	INR			0.00	INR Zero Only
3.02	Steno cum Computer Operator (2 Nos) (2*24+ 1*60)	108.000	Man Months	INR			0.00	INR Zero Only
3.03	Office Boy (2 Nos) (2*24+ 1*60)	108.000	Man Months	INR			0.00	INR Zero Only
4	Transportation (Fixed Cost)							
4.01	Innova/Scorpio or equivalent (not more than 3 years old)	108.000	Months	INR			0.00	INR Zero Only

	(2 * 24 + 1*60)							
5	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 (including Hotel Charges, travel costs etc. complete							
5.01	For 12 round trip to Employer's Head Office	24.000	Trip	INR			0.00	INR Zero Only
5.02	For 24 round trip to Employer's regional office.	48.000	Trip	INR			0.00	INR Zero Only
6	Office Rent (Fixed Costs) The rent cost includes electricity and water charges, maintenance, cleaning, repairs, etc. (Rate per Month)							
6.01	During Construction period (1 No) 1*24=24	24.000	Months	INR			0.00	INR Zero Only
6.02	During Maintenance /DLP period (1 No) 1*60=60	60.000	Months	INR			0.00	INR Zero Only

7	Office Supplies, Utilities and Communication (Fixed Costs), Rate per Month							
7.01	Office Supplies during construction period for 1 office 1*24=24	24.000	Months	INR			0.00	INR Zero Only
7.02	Office Supplies during Maintenance /DLP period for 1 office 1*60=60	60.000	Months	INR			0.00	INR Zero Only
7.03	Drafting Supplies during construction period for 1 office 1*24=24	24.000	Months	INR			0.00	INR Zero Only
7.04	Drafting Supplies during Maintenance /DLP period for 1 office 1*60=60	60.000	Months	INR			0.00	INR Zero Only
7.05	Computer Running Costs during construction period for 1 office 1*24=24	24.000	Months	INR			0.00	INR Zero Only
7.06	Computer Running Costs during Maintenance /DLP period for 1 office 1*60=60	60.000	Months	INR			0.00	INR Zero Only
7.07	Domestic and International Communication during construction period for 1 office 1*24=24	24.000	Months	INR			0.00	INR Zero Only

7.08	Domestic and International Communication during Maintenance /DLP period for 1 office 1*60=60	60.000	Months	INR			0.00	INR Zero Only
8	Office Furniture and Equipment (Rental) Office furniture shall include executive tables, chairs, visitor chairs, steel almirahs, computer furniture, conference table etc. Office equipment shall include as a minimum of telephone (3 external & 10 internal lines), photocopier (15ppm, 12000 copies per month with A3 & A4 input) fax machine, PCs(5 No., Intel Core i5, 19" colour TFT, Cache-6MB, RAM-4 GB, HDD-500 GB, DVD Writer, Key board, optical scroll mouse, MS-Windows 11, pre-loaded anti-virus etc.), laser printers (2 no., 14 ppm, 266 MHZ, 5000 pages per month, 600x600 dpi or better etc., Engineering Plan printer (1 no.), binding machine (1 no.), plotter A0 size, overhead projector, AC (5 no., 1.5 Ton), Water Coolers (as							

	required)etc.,							
8.01	During Construction period for 1 no of office 1*24=24	24.000	Months	INR			0.00	INR Zero Only
8.02	During Maintenance period for 1 no of office 1*60=60	60.000	Months	INR			0.00	INR Zero Only
9	Reports and Document Printing (rate as per copy)							
9.01	Inception Report (within one month of commencement of the service)	5.000	Copy	INR			0.00	INR Zero Only
9.02	Monthly progress reports (Design and Construction)	420.000	Copy	INR			0.00	INR Zero Only
9.03	Quarterly Progress & Enviromental Monitoring Reports	100.000	Copy	INR			0.00	INR Zero Only
9.04	Various others reports as provided in the Contract Agreement such as Completion Report(and As-Built Drawings; at the end of project), Training Plan (after inceprtion report), Training Execution & Evaluation Report, Environmental & Social Safegaurd Evaluation Report (at the end of	1.000	LS	INR			0.00	INR Zero Only

	project)							
10	Rental cost towards Survey Equipment (GPS/Total station /Auto Level/LIDAR/NSV/ MBIU/ Retro-Reflectometer) with semiskilled survey Party (4 persons) and one dedicated vehicle for Survey Party (inclusive of vehicle rental driver's salary, fuel operation and maintenance etc complete) with rods, flags and other sundries	84	months	INR			0.00 INR Zero Only	
11	Contingency (Fixed Rs 10000000/-)	1.000	Nos	INR			0.00 INR Zero Only	
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

Notes for the Consultants

- Proposed 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 2 civil packages.
- The key professional expert shall remain same for both the 2 civil packages. However, sub professional expert & support staff will be divided in to two teams i.e 1st team will be deputed for 1st civil package & the 2nd team will be deputed for 2nd civil packages and the monthly remuneration shall be paid as per actual start of work.

3. 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>

Appendix: Instructions for Preparing Financial Proposal Forms

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 2 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. 3 to 10 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. workshop, seminar amounts 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 5. Eligible Source Countries of Japanese ODA Loans

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

PART 2—TERMS OF REFERENCE

Section 6: Terms of Reference

Terms of Reference for Consulting Services on Authority’s Engineer For Supervision of “Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode.”

1. Background

■ The Government of India has received a loan from the Japan International Cooperation Agency (hereinafter referred to as "JICA") toward the cost of improvement of National Highway 127B (Srirampur-Dhubri) in the State of Assam which connects NH-27 (East-West Corridor) to NH-17 and further to the under construction 19.282 km Dhubri-Phulbari Bridge terminating in the State of Meghalaya at Nongstoin. The project on completion shall provide better accessibility from the Kokrajhar District in Assam which serves as the gateway to the North-eastern part of India and provides economic route between Bhutan and Bangladesh with due augmentation by Dhubri - Phulbari Bridge across River Brahmaputra which will enhance movement of people and products influencing economic prosperity and strengthening stability of the region. The objective of this Project is in line with the Three Year Action Agenda: 2017 April -2020 March that the Government of India (GOI) announced for the country's future development, focusing on connectivity between northeast and the other regions. The Government of India also intends to use part of the proceeds of the loan for eligible payments for consulting services for which this ToR is issued.

■ The outline of the Project is as follows:

- Executing Agency (synonymous with “the Employer” or “Client”): National Highways & Infrastructure Development Corporation Limited (NHIDCL)
- Location of the Project: The project road starts from Srirampur on NH-27 (old NH-31 C) to the immediate approach of proposed bridge over Brahmaputra River near Dhubri in the State of Assam. 55
- Major output: The national highway NH127B Srirampur-Dhubri section of 54.154 km in total will be improved to four lane highways.
- Expected project completion: February 2025

■ At this moment, the Project is expected to comprise the following contract packages:

Package No.	Package Name	Procurement Method	Applicable Standard Bidding
Package 1	Ch. 0+000 to Ch. 27+650	LCB	Model EPC for National Highway
Package 2	Ch. 27+650 to Ch. 54+154	LCB	Model EPC for National Highway

2. Objectives of Consulting Services

The consulting services shall be provided by consulting firm(s) (hereinafter referred to as "the Consultant") in compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012. The objective of the consulting services is to assist NHIDCL to implement the Project as follows:

- 1) Review of the detailed design and other technical inputs by the EPC Contractors
- 2) Construction Supervision including Maintenance Period
- 3) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP), Resettlement Action Plan, Indigenous People Plan etc.
- 4) Technology Transfer

3. Scope of Consulting Services

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") for *"Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode."*, 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.

2) Definitions and interpretation

- 2.1 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.
- 2.2 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.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3) 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) **Construction Period**

- 4.1 During the Construction Period, the Authority's Engineer shall review 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. The Authority's Engineer shall complete such review 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.
- 4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- 4.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21

(twenty-one) days stating the modifications, if any, required thereto.

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- 4.8 The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- 4.9 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 Paragraph 4.9, 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 MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 4.10 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 4.11 The timing of tests referred to in Paragraph 4.9, 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.
- 4.12 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.

- 4.13 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 shall apply.
- 4.14 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.
- 4.15 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 12.4.
- 4.16 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.
- 4.17 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.
- 4.18 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.

5) Maintenance Period

- 5.1 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 the Contractor.
- 5.2 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.

- 5.3 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 the remedial measures, if any, taken by the Contractor in this behalf.
- 5.4 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.
- 5.5 The Authority's Engineer shall examine the request of the Contractor for closure of any lane(s) of the Project Highway for undertaking 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.

6) Determination of costs and time

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

7) Payments

- 7.1 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 provisions of Clause 10.2.4 (d).
- 7.2 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.

- 7.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.
- 7.4 The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

8) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP)

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 Contractor's 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 considerations 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.

9) 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.

10) Other duties and functions

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

11) Miscellaneous

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

11.5 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

12) 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 Client 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's Engineer shall appoint its authorized representative, who shall issue on behalf of the AE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carryout any such task as may be decided by Client. The AE shall take prior approval of Client before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

4. Expected Time Schedule

The total duration of consulting services will be 84 months including 60 months of defects liability period. The implementation schedule expected is as shown in Table below:

Key Activities	Date	Duration in Months
Commencement of Civil works	02 January, 2023	24
End of Civil works	14 February, 2025	
Defect Liability Period	02 January, 2025 to 14 February, 2030	60
Termination of Consulting Services	14 February, 2030	-

5. Staffing (Expertise Required)

4 International Experts and 16 National Experts will be engaged, over 84 months duration of consulting services, for a total of 40 man-months for International Experts

and 411 man-months for National Experts. Total consulting input is 451 man-months of experts and 13 assigned support staff with 546 man-months.

1) Qualification of Key Experts

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

Professional Key Expert Staff (i.e. International)	
Designation	Qualification
A-1 Team Leader cum Senior Highway Engineer	<p>Education:</p> <p>(1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Construction Management/ Highway Engineering/Transportation Engineering/ Pavement Engineering</p> <p>Experience:</p> <p>(1) Experience in Highway/Road related field: 20 years or more in minimum 3 countries (which may include their home country) with minimum two years in each country. (2) Experience of construction supervision in International Projects: atleast 2 highway project contracts, of which each contract amount is more than USD 30 million. (3) Experience of leading a consultants' team in construction supervision of highway projects in similar capacity: 3 or more (4) Experience of Japanese ODA loan project or international Doner's Project as a management position: 1 or more. (5) Age: Not more than 65 years.</p> <p>Note: Similar Capacity includes the following positions: i) On behalf of Consultant: Team Leader/ Deputy Team Leader/Resident Engineer (Construction Supervision/ IE/ AE). ii) On behalf of Contractor: Project Director/ Project Manager (Construction/ Construction Supervision). iii) In Government Organizations: Executive Engineer (or equivalent) and above.</p>
A-2 Sr. Contract Expert	<p>Education:</p> <p>(1) Graduate in Civil Engineering/Construction Management. (2) Preferably Degree in Law/ Legal/ PG in Management/ Certificate Course in Management/ Certificate Course in Construction Management/ Certificate Course in Contract Management.</p> <p>Experience:</p> <p>(1) Professional Experience in contract management: 15 years or more. (2) Experience as Contract Specialist on Highway projects: 5 years or more. (3) Experience in contract management of large scale highway contract say over Rs. 200 crore including experience of handling variation order, claim of the contractor and their appropriate disposal: 2 projects or more with minimum 9 months period in each project. (4) Experience as Contract Specialist in Multilateral/Bilateral</p>

	<p>Agency(ies) funded projects: Atleast 2 project with minimum 9 months period in the project.</p> <p>(5) Age: Not more than 65 years.</p>
A3 Sr. Environmental Expert	<p>Education:</p> <p>(1) Graduate in Civil Engineering/ Environment Management or Sociology.</p> <p>(2) Post Graduate in Environmental Engineering / Environmental Management or Sociology.</p> <p>Experience:</p> <p>(1) Experience in Environmental management of highway projects: 10 years or more and 3 projects or more.</p> <p>(2) Experience of Japanese ODA Loan project: 1 or more.</p> <p>(3) Age: Not more than 65 years.</p>
A4 Sr. Social Safeguard Expert	<p>Education:</p> <p>(1) Graduate in Social Development, Sociology, Anthropology, Indigenous people's studies, or other relevant fields.</p> <p>Experience:</p> <p>(1) Experience in social safeguard/ social management of highway projects: 10 years or more & 3 projects or more.</p> <p>(2) Experience of Japanese ODA project 1 or more.</p> <p>(3) Age: Not more than 65 years.</p>
Professional Key Expert Staff (i.e. National)	
B-1 & B-2 Resident Engineer cum Highway Engineer	<p>Education:</p> <p>(1) Graduate in Civil/Structural Engineering.</p> <p>(2) Preferably Post Graduate in Construction Management/ Highway Engineering/ Transportation/ Pavement Engineering/Geotechnical Engineering/Soil Mechanics.</p> <p>Experience:</p> <p>(1) Experience in highway projects: 15 years or more.</p> <p>(2) Experience of construction supervision of Highway projects in similar capacity:</p> <p>(a) 10 years or more;</p> <p>(b) Minimum 3 Projects with minimum 2 years period in each project;</p> <p>(c) preferably atleast one project with minimum 2 years in any other country than his home country and</p> <p>(d) preferably atleast one project funded by Multilateral/ Bilateral Funding Agency(ies) with minimum 2 years period.</p> <p>(3) Age: Not more than 65 years.</p> <p>Note: Similar Capacity includes the following positions:</p> <p>i) On behalf of Consultant: Team Leader/ Resident Engineer/ Assistant Resident Engineer/Highway Engineer (Construction Supervision/ IE/ AE).</p> <p>ii) On behalf of Contractor: Project Director/ Project Manager (Construction/ Construction Supervision).</p> <p>iii) In Government Organizations: Executive Engineer or equivalent and above.</p>

<p style="text-align: center;">B-3 Bridge/Structure Engineer</p>	<p>Education:</p> <ol style="list-style-type: none"> (1) Graduate in Civil/Structural/Bridge Engineering. (2) Preferably Post Graduate in Structural/Bridge Engineering. <p>Experience:</p> <ol style="list-style-type: none"> (1) Experience in Highway projects: 15 years or more. (2) Experience of construction supervision of bridge/ interchange/ ROB/Flyover/Viaduct: 10 years or more. (3) Experience in similar capacity in (a) supervision of two Major Highway Bridges/ROB/Flyover > 200m excluding approaches on Pile/ Well Foundation with aggregate period 2 years or more with minimum 1 year for each bridge. (4) Experience of design/ design review of bridge structure: 5 year or more. (5) Experience as Resident Engineer in Highway Projects funded by JICA/ Multilateral/Bilateral Funding agencies: 2 years or more. (6) Age: Not more than 65 years. <p>Note: Similar Capacity includes the following positions:</p> <ol style="list-style-type: none"> i) On behalf of Consultant: Senior Bridge Engineer/ Bridge Engineer/ Bridge Design Engineer. ii) In Government Organizations: Executive Engineer or equivalent and above.
<p style="text-align: center;">B4 & B5 Material/QC Engineer</p>	<p>Education:</p> <ol style="list-style-type: none"> (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Geo-Technical Engineering/ Soil Mechanics and Foundation Engineering. <p>Experience:</p> <ol style="list-style-type: none"> (1) Experience of highway/road/airfield runway: 12 years or more. (2) Experience in similar capacity in construction/ construction supervision of Highway/ Expressway project: <ol style="list-style-type: none"> (a) 10 years or more; (b) 2 projects or more with minimum 2 years period in each project including one international project. (3) Experience in atleast one project funded by JICA /World Bank/ ADB or any other Multilateral/Bilateral funding agencies. (4) Age: Not more than 65 years. <p>Note: Similar Capacity includes the following positions:</p> <ol style="list-style-type: none"> i) On behalf of Consultant/ Contractor: Material Engineer/ Material Expert/ Geotechnical Engineer/ Manager (Material). ii) In Government Organizations: Executive Engineer or equivalent and above.

Sub-Professional Staff (Not to be evaluated in Technical Evaluation). The Consultant shall have to get their CVs approved from Client before mobilization.	
Designation	Qualification
B-6 Highway Design Engineer	Should be a graduate in civil engineering/ highway/ transportation engineering with experience of design & construction supervision of Highway /Airfield runway related projects for minimum 12 years. He should have 3 years experience and should have handled at least 1 road project costing more than Rs. 200 Crore for minimum two years. Should be fluent with computer aided designing.
B-7 Geotechnical Engineer	The candidate should be a post graduate in geotechnical Engineering/Soil Mechanics with relevant experience in field for making geotechnical investigations, preparation of design & drawing for embankment protection works, pile & well foundations etc. He should have atleast 8 years experience in plan preparation, review & checking of geotechnical investigation, review & checking of designs & drawing of Foundations and embankments. Must have worked as Geotechnical Engineer for atleast 4 years in any Highway/ Expressway/Bridge Projects.
B-8 Hydraulic Engineer	Should be a post graduate in civil engineering with minimum 5 years experience in construction supervision/ design of hydraulic structures, its review and hydrological/hydraulic analysis.
B-9 Quantity Surveyor	The candidate should be a graduate in Civil Engineering with relevant experience in the field of estimating, preparation and processing of the invoices, analyzing rates, checking survey details etc. of the projects. He should have about 8 years of relevant professional experience involving resource planning and scheduling, quantity survey, cost control, contract management etc. Diploma holders with longer relevant experience of about 12 years could also be considered. He must have worked as Quantity Surveyors for atleast 4 years in any Highway/ Expressway Projects
B-10 E&M Engineer	Graduate in Electrical Engineering. Minimum 10 years Experience in design/supervision of lightings. Review/ Checking & implementation of drawing & design for related structures, utility shifting and ancillaries.
B-11 Environmental Expert	Graduate in Civil Engineering/ Environment Management or Sociology. Experience in Environmental management of civil engineering projects: 8 years or more and atleast 1 project funded by JICA/ ADB/other Multilateral/Bilateral funding agencies. Experience of reviewing/preparation/implementation of Environmental management plans.
B-12 Social Safeguard Expert	Graduate in Social Development, Sociology, Anthropology, Indigenous people's studies, or other relevant fields. Experience in social safeguard/ social management for atleast 8 years. Monitoring of land acquisition/ resettlement & rehabilitation, preparation/review/ implementation of Resettlement action plan (RAP). Experience of conducting STD, STI, HIV AIDS prevention program, dealing with

	grievance redressal with legal consultation.
B-13 Contract Expert	Should have a degree in law / civil engineering / contract management and experience of contract management for heavy infrastructure project > 200 Cr. for minimum 10 years, handling claims of contractor and any dispute arising, assisting client and providing legal opinions, assisting TL/REs in issuing variation orders.
B-14 Traffic Survey & Analysis Expert	Should be a graduate in Civil engineering. Preferably a Post Graduate in Traffic Engineering. Minimum field experience of 8 years in planning & conducting traffic surveys, assessing its quantitative & qualitative aspects pertaining to project.
B-15 CAD Engineer	Should be Graduate in Civil Engineering/Computer Science having experience in computer aided design methods/software for highway engineering.
B-16 Surveyor	The candidate should be Graduate in Civil Engineering or diploma in Civil Engineering/Survey having at least 5 years experience in the field of surveying out of which at least 3 years should be in highway projects and they should have also dealt with at least 1 project of similar nature. This position requires thorough understanding of modern computer based method of surveying with total station, auto level, DGPS etc.
B-17 Field Engineer	Graduate/Diploma in Civil Engineer with minimum experience of 5 years in road related Projects.
B-18 Lab Technician	They should be at least Diploma-holders in civil engineering with at least 5 years of experience in handling the quality control tests laboratories for road/bridge works or Graduates in Science with atleast 4 years of relevant experience in the field of testing of road/bridge projects.

Consultant shall be required to deploy other experts and supporting staffs required to accomplish the tasks outlined in the ToR. The Cost for the same shall be deemed to be included in the Financial Proposal submitted for this Project and therefore no additional payment shall be eligible for any additional Personnel or equipment. The Consultant is required to submit the Financial Proposal accordingly.

3) 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:

No	Position	Major Tasks and Duties
A-1	Team Leader cum Senior Highway Engineer	<ol style="list-style-type: none"> 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 plan submitted by the Contractor. 4) Certify advance payments in accordance with the contracts when necessary. 5) Certify interim and final payment certificates for submission to the Client, and assist the Client in preparing loan withdrawal documentation for submission to JICA through NHIDCL. 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.
A-2	Senior Contract Expert	<ol style="list-style-type: none"> 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 the 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.
A-3	Senior Environment	<ol style="list-style-type: none"> 1) Assist NHIDCL to implement the measures identified in the Project's Environmental Management Plan (EMP).

	Expert	<ol style="list-style-type: none"> 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 monitoring whether the required measures specified in the EMP and provide instruction as required. 5) Supervise and monitoring whether the required measures specified in the EMP and provide instruction as required. 6) Review, supervise and monitoring STI, STD and HIV/AIDS prevention program implemented by the Contractor. 7) At the completion of each road rehabilitation project, <ol style="list-style-type: none"> (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.
A-4	Social Safeguard Report	<ol style="list-style-type: none"> 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.

		<p>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.</p> <p>9) Provide technical services with grievance redress committee for keeping and updating records when necessary.</p> <p>10) Provide skills transfer with respect to resettlement and land acquisition, through workshops, seminars, and on the job training, to NHIDCL staff.</p> <p>11) Provide a part of the reports to be submitted to NHIDCL in terms of the social safeguard monitoring.</p>
B-1 & B-2	Resident Engineer/ Highway Engineer	<p>1) Lead the construction supervision site teams.</p> <p>2) Ensure all deliverables are prepared in accordance with quality and time constraints.</p> <p>3) Review all the design, drawings and construction plan submitted Engineer by the Contractors.</p> <p>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.</p> <p>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 ie, various activities like earth work, sub-base/base courses, bituminous pavement, bridge/ culvert works proposed for being carried out under stipulated specifications/manuals etc.</p> <p>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.</p> <p>7) Provide the contractors with all necessary survey data and reference for setting out the works.</p> <p>8) Receive, assess and approve the contractors implementation work plans and programs.</p> <p>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.</p> <p>10) Ensure that the Contractors provide sufficient safety devices and</p>

		<p>sign boards for own safety as well as safety of general traffic and pedestrians in accordance with the safety plan.</p> <p>11) Maintain regular estimates of the cost to completion and time to completion for each contract.</p> <p>12) Assess time and cost claims submitted by contractors and advise NHIDCL for actions to be taken.</p> <p>13) Attend the periodical site inspection during the maintenance period and order the contractors' actions to be taken and payment methods.</p>
B-3	Bridge/Structure Engineer	<p>1) Review and check all the design, drawings and construction plan of bridges submitted by the Contractor.</p> <p>2) Check and supervise proper mix designs, adequacy of form-work, laying/compacting of concrete including curing operations, etc.</p> <p>3) Assist the Team Leader/Resident Engineer in all the activities related to bridge and other structures during the construction supervision stage.</p>
B-4 & B-5	Material/QC Engineer	<p>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.</p> <p>2) Approve the equipment list for laboratory submitted by the Contractors.</p> <p>3) Approve the materials to be used for the project submitted by the Contractors by checking the test results.</p> <p>4) Participate in the material testing at laboratory or factory in order to confirm the test procedure and its result.</p> <p>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</p> <p>6) Assist the Team Leader Resident Engineer in all the activities related to materials and quality control during the construction supervision stage.</p>
B-6	Highway Design Engineer	<p>1) Review and Check the highway design, drawings and work plan submitted by the Contractors.</p> <p>2) Carryout modifications in design/drawings as considered necessary.</p> <p>3) Assist in issuing good for construction drawings to Contractors.</p> <p>4) Assist the Team Leader in all matters related to the highway</p> <p>5) Assist the Team Leader to approve the contractor's mobilization plan, work program, method statements, key personnel, etc</p>

B-7	Geotechnical Engineer	<ol style="list-style-type: none"> 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.
B-8	Hydraulic Engineer	<ol style="list-style-type: none"> 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.
B-9	Quantity Surveyor	<ol style="list-style-type: none"> 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 construction supervision stage.
B-10	E&M Engineer	<ol style="list-style-type: none"> 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.

B-11	Environmental Expert	<ol style="list-style-type: none"> 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, (n) 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.
B-12	Social Safeguard Expert	<ol style="list-style-type: none"> 1) Work under and together with Senior Social Safeguard Expert. 2) Review, supervise and monitoring STI, STD and HIV/AIDS prevention program implemented by the Contractors. 3) Monitor the progress in land acquisition/ resettlement implementation against set indicators and provide corrective measures to NIIDCL and R&R NGOs, if necessary. 4) Assess and evaluate the adequacy of compensation given to the affected people and the livelihood opportunities and incomes 5) Assist NHIDCI, to implement the measures identified in the RAP as needed 6) Monitor and assess the adequacy and effectiveness of the consultative process with affected people, including the effectiveness of grievance procedures and legal redress available, recommend dissemination of information about these. 7) Provide a part of the reports to be submitted to the Client in terms of the social safeguard monitoring.
B-13	Contract Expert	<ol style="list-style-type: none"> 1) Work under Senior Contract Expert and 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.

		<p>4) Evaluate the claims submitted by the Contractors with support from the engineers.</p> <p>5) Support the Team Leader/ Resident Engineer to issue the variation order and various certificates to the contractors.</p> <p>6) Support NHIDCL to deal with DAB discussion with the contractor's claim.</p>
B-14	Traffic Survey & Analysis Expert	<p>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.</p> <p>2) Submit the measurement/analysis result to NHIDCL.</p>

6. Reporting

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

Table : List of Reporting (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
	Quality Control 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

Contents to be included in Construction Supervision reports are as follows:

- a) Inception Report: To be submitted within 1 month after the commencement of the services, presenting the methodologies, schedule, organization, etc.
- b) Monthly Progress Report: Describes briefly and concisely all activities and progress for the previous month by the 10th day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. Also indicates the work to be performed during the coming month.
- c) Quarterly Progress Report (5 copies), to be submitted at every three (3) months during construction, presenting the progress status of the Project.
- d) Completion Report (5 copies), to be submitted within three (3) month after completion of construction, which comprises a full size of as-built drawings for all the structures and facilities completed, and the final details of the construction completed together with all data, records, material tests results, field books.

Contents to be included in Environment and Social Safeguard reports are as follows:

- a) Environmental Monitoring Report (5 copies), to be submitted at every three (3) months after the commencement of the services until the completion of the Project, presenting the environmental impacts and implementation of environmental mitigation measures.

7. Obligations of the Executing Agency (Client)

A certain range of arrangements and services will be provided by the Executing Agency to the Consultant for smooth implementation of the Consulting Services. In this context, the Executing Agency will:

- (1) Report and data
Make available to the Consultant existing reports and data related to the Project
- (2) Cooperation and counterpart staff
Appoint counterpart officials, agent and representative as may be necessary for effective implementation of the Consulting Services;
- (3) Assistance and exemption
Use its best efforts to ensure that the assistance and exemption, as described in the Standard Request for Proposal issued by JICA, will be provided to the Consultant, in relation to
 - work permit and such other documents;
 - entry and exit visas, residence permits, exchange permits and such other documents
 - clearance through customs;
 - instructions and information to officials, agent and representatives of the Borrower's Government;
 - exemption from any requirement for registration to practice their profession;
 - privilege pursuant to the applicable law in the Borrower's Country.

8. Performance Security

The successful consulting firm shall have to submit a E-Bank Guarantee (BG) for an amount of 5% of the Contract Value within 15 days of issuance of LOA. The BG shall be valid for a period of 86 months i.e. upto 2 months beyond the expiry of the Contract of 84 months. The BG shall be in the format specified in Appendix H of draft contract form and furnished from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned at NHIDCL website. The BG shall be in the format specified in Appendix- J of draft contract form and furnished from any of the following banks:

List of Scheduled Public Sector Banks	List of Private Sector Banks	List of Scheduled Small Finance Bank
Bank of Baroda	Axis Bank Ltd.	Au Small Finance Bank Limited
Bank of India	Bandhan Bank Ltd.	Equitas Small finance Bank Limited
Bank of Maharashtra	CSB Bank Ltd.	Suryoday Small Finance Bank Limited
Canara Bank	City Union Bank Ltd.	Ujjivan Small Finance Bank Limited
Central Bank of India	DCB Bank Ltd.	Utkarsh Small Finance Bank Limited
Indian Bank	Federal Bank Ltd.	ESAF Small Finance Bank Limited
Indian Overseas Bank	HDFC Bank Ltd.	Jana Small Finance Bank Limited
Punjab National Bank	ICICI Bank Ltd.	
Punjab & Sind Bank	Indusind Bank Ltd.	
State Bank of India	IDFC First Bank Ltd.	
UCO Bank	Jammu & Kashmir Bank Ltd.	
Union Bank of India	Karnataka Bank Ltd.	
	Karur Vysya Bank Ltd.	
	Kotak Mahindra Bank Ltd.	
	RBL Bank Ltd.	
	South Indian Bank Ltd.	
	Tamil Nadu Mercantile Bank Ltd.	
	Yes Bank Ltd.	
	IDBI Bank Ltd.	

The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.1% (Zero Point One Percent) of the contract price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days time period.

**PART 3 – CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

Selection of Consultant

As

AUTHORITY’S ENGINEER FOR SUPERVISION OF “Up-gradation /widening and construction of 4 – lane with paved shoulders from Srirampur to Dhubri (Length 54.154 km) of NH-127B in the State of Assam under JICA ODA Loan assistance (Phase-V) on EPC mode.”

For

**NORTH EAST ROAD NETWORK CONNECTIVITY
IMPROVEMENT PROJECT (PHASE V)**

Time-Based Contract

CONTRACT FOR CONSULTANTS' SERVICES

Time based

**Project Name: NORTH EAST ROAD NETWORK CONNECTIVITY
IMPROVEMENT PROJECT (PHASE V)**

Loan Agreement No.:ID-P293

Contract No.: *[insert contract number]*

between

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED (NHIDCL)
(Government of India)**

And

[name of the Consultant]

Dated: _____

Section 7. Form of Contract

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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, **National Highways and Infrastructure Development Corporation Limited (NHIDCL)** represented by its Managing Director and having its headquarters at 3rd Floor, PTI Building, 4 Parliament Street, New Delhi - 110001 (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 the 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:
 - (i) This Form of Contract;
 - (ii) Integrity Pact;
 - (iii) The Special Conditions of Contract (SCC);
 - (iv) The General Conditions of Contract (GCC);
 - (v) The following Appendices:
 - Appendix A : Description of Services
 - Appendix B : Expert Schedule

Appendix C	: Summary of Cost Breakdown
Appendix D	: Remuneration Cost Breakdown
Appendix E	: Reimbursable Cost Breakdown
Appendix F	: Table of Adjustment Data
Appendix G	: Form of Advance Payment Security
Appendix H	: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans
Appendix I	: Eligible Source Countries of Japanese ODA Loans
Appendix J	: Form of Performance Bank Guarantee
Appendix K	: Letter of Award
Appendix L	: Minutes of Pre- Bid Meeting
Appendix M	: Memorandum of Understanding
Appendix N	: Bank Guarantee Format for Bid Security

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; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of [*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 JV, only the lead member shall sign, 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 JV*]

[*Name of the lead member*]

[*Authorized Representative on behalf of a JV*]

Section 8. 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 I.

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 Become

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

Effective Consultant or the 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, Sub-consultants 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 here under.

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

- (a) A Party affected by an event of Force Majeure shall continue

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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 with 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 GCC8;
- (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 GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, 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 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6 hereof, 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 GCC8.

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 Sub-consultants, 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 Reports** Should any accident in relation to construction safety occur during 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. CONSULTANTS' EXPERT AND SUB-CONSULTANTS

- 4.1 Description of Experts** (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.

- (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:
 - (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 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

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

Exemptions

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 Property of the Client**
- (a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any 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 profitsharing 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 specified in the 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 (a) Any payments payable from the proceeds of the Loan shall be

Procedure

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;

“L_n” 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”.

“L₀” 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 9. Special Conditions of Contract

Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1 (a)	The Applicable Guidelines are those published in April 2012
1.1(b)	This Clause SCC 1.1(b) is not applicable.
1.1(e) & 1.6	Client's name and address: National Highways & Infrastructure Development Corporation Limited (NHIDCL), 3rd floor, PTI Building, 4-Parliament Street, New Delhi – 110001 Phone : +91-11-23461600
1.1(f) & 1.6	Consultant's name and address:
1.4	The Contract shall be executed in: English
1.8	The Lead Member is _____
1.9	The Authorized Representatives are: For the Client: Sh. W. Blah Executive Director - V E-mail: ed5@nhidcl.com For the Consultant : _____
2.1(a)	This Clause SCC 2.1(a) is not applicable.
2.1(c)	This Clause SCC 2.1(c) is not applicable.
2.2	This Clause SCC 2.2 is not applicable.
2.4	The time period shall be: 84 Months (24 Months as Construction Period & 60 Months for Maintenance/DLP)
3.4 (b) & (c)	The consultant must follow the SOP for Construction Site as published by

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>the MHA, Govt. of India and amended time to time at their respective workplace and also ensure safety of all experts and support staff.</p> <p>The consultant must follow the travel advisory of the Govt. of Assam regarding Covid-19 pandemic for mobilization of local and international experts.</p>
3.4 (e) (i)	This Clause SCC 3.4(e)(i) is not applicable.
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to the amount of this contract.
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's 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 Client's country;</p> <p>(b) Third Party Liability insurance with a minimum coverage of Rs. 1.0 Million for the period of consultancy.</p> <p>(c) Professional liability insurance (PLI), with a minimum coverage of Contract Amount;</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Experts of the Consultant and of any Subconsultants, 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</p> <p>(d) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract, and</p> <p>(ii) the Consultant's property used in the performance of the Services.</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services.</p> <p>The Insurance shall be valid 60 days beyond the Defect Liability Period (DLP).</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
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	<p>Replace GCC 4.5 entirely with the following:</p> <p>(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%</p> <p>(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.</p> <p>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.</p> <p>(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</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	information again second time, necessary action will be taken by Employer to black-list that firm.
4.6.1	<p>Working days and hours shall be as described below:</p> <p>(a) One month equals 26 <i>working days</i>.</p> <p>(b) One (1) working day shall be 8 <i>Hours</i>.</p> <p>(c) Weekly working days and time shall be as per site requirements.</p> <p>(d) National holidays, public holidays weekly holidays etc. shall be locally recognized days.</p>
5.1 (a) through (f)	This Clause SCC 5.1(a) through (f) is not applicable.
6.1(a)	<p>The Contract Price is: ₹ _____/- (Rupees _____ _____ Only)</p>
6.2 (b)	<p>Following is added at the end of this clause:</p> <p>In case of inadequate deployment of Key Experts and sub-professional, action shall be taken as per the Contract Provisions and prevailing policy of MoRT&H.</p>
6.2 (d)	<p>1. <u>Price adjustment on the remuneration:</u></p> <p>Payments for remuneration made in local currency shall be adjusted as follows:</p> <p>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:</p> $R = R_o \times [0.1 + 0.9 (I/ I_o)]$ <p>Where,</p> <p>R is the adjusted remuneration;</p> <p>R_o is the remuneration payable on the basis of the remuneration rate (Appendix D) in local currency;</p> <p>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</p> <p>I_o 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.</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>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</p> <p>2. Price <u>Adjustment of reimbursable expenses</u>:</p> <p>Payments for reimbursable expenses made in local currency shall be adjusted as follows:</p> <p>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:</p> $R = R_o \times [0.1 + 0.9 (I/ I_o)]$ <p>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 I_o 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</p>
6.3 (a) & (b)	<ol style="list-style-type: none"> 1. The Consultants, Sub Consultants and the Experts shall pay the corporate income tax and personal income tax payable by them under the Contract and applicable laws. 2. The Client ; <ol style="list-style-type: none"> 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 Govt/Tax Authorities within the time stipulated under the relevant Act. Certificates evidencing such deposits shall be forwarded by the Client to the Consultants; 3. The Client shall reimburse the Consultants Goods and Service Tax

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>(GST) payable @18% against proof of payment by the consultant. 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;</p> <p>4. Any other local taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Expert shall be borne by the consultant, sub-consultant & the Expert.</p>
6.4	The currency(ies) of payment shall be the following: Indian Rupees (INR)
6.5(a)	<p>The Advance Payment shall be interest bearing with interest rate @ 10% per annum (on outstanding amount).</p> <p>The maximum amount of advance payment shall be 10% of the Contract Price against submission of irrevocable and unconditional Guarantee from a Bank for an amount equivalent to 110% of such installment.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6.5 (b)	This Clause SCC 6.5 (b) is not applicable.
6.5(e)	The accounts are: _____
6.6(a)	This Clause SCC 6.6(a) is not applicable.
6.7	Simple interest @2% above the discount rate of the central bank in the country of the currency of payments shall become payable, on any amount due, but not paid on, from the date on which any notice issued by the

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	Consultant in this regard is received by the Client.
8.1	The time period for amicable settlement shall be 14 days.
8.2	<p>Replace GCC 8.2 (b) with the following:</p> <p>(a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contractor the interpretation thereof.</p> <p>(b) Dispute Resolution</p> <p>(i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in (c).</p> <p>(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non – privileged records, information and data pertaining to any dispute.</p> <p>(c) Conciliation</p> <p>In the event of any Dispute between the Parties, either Party may call upon Managing Director of NHIDCL and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.2 (b)(i) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 8.2 (d) .</p> <p>(d) Arbitration</p> <p>(i) Any Dispute which is not resolved amicably by conciliation, as</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>provided in Clause 8.2 (c), shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.2(d)(ii). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.</p> <p>(ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below:</p> <p>(aa) Parties 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 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.</p> <p>(e) Substitute Arbitrator</p> <p>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.</p> <p>(f) Qualifications of Arbitrator</p> <p>The sole arbitrator selected pursuant to Clause 8.2(b)(i) hereof shall be expert with extensive experience in relation to the matter in dispute.</p> <p>(g) The Arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause										
	<p>(h) The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.</p> <p>(i) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.</p> <p>(j) Miscellaneous</p> <p>In any arbitration proceeding hereunder:</p> <p>(i) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.</p> <p>(ii) The English language shall be the official language for all purposes;</p> <p>(iii) The decision of sole arbitrator 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; and</p> <p>(iv) The schedule of Expenses and Fee payable to the Arbitrator shall be as under:</p>										
	<table border="1"> <thead> <tr> <th data-bbox="480 1062 591 1150">S. No.</th> <th data-bbox="596 1062 997 1150">Particulars of Fees and Expenses</th> <th data-bbox="1002 1062 1435 1150">Maximum Amount Payable per case</th> </tr> </thead> <tbody> <tr> <td data-bbox="480 1157 591 1745">1.</td> <td data-bbox="596 1157 997 1745">Fee</td> <td data-bbox="1002 1157 1435 1745"> (i) Rs. 25,000/- per day; (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT; Alternatively, the Arbitrator may opt for a lump – sum fee of Rs. 5.00 Lakh per case including counter –claims. </td> </tr> <tr> <td data-bbox="480 1751 591 1843">2.</td> <td data-bbox="596 1751 997 1843">Reading charges- one Time</td> <td data-bbox="1002 1751 1435 1843">Rs. 25,000/- per case including counter claims.</td> </tr> </tbody> </table>		S. No.	Particulars of Fees and Expenses	Maximum Amount Payable per case	1.	Fee	(i) Rs. 25,000/- per day; (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT; Alternatively, the Arbitrator may opt for a lump – sum fee of Rs. 5.00 Lakh per case including counter –claims.	2.	Reading charges- one Time	Rs. 25,000/- per case including counter claims.
S. No.	Particulars of Fees and Expenses	Maximum Amount Payable per case									
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2.	Reading charges- one Time	Rs. 25,000/- per case including counter claims.									

GCC Clause No.	Amendments of, and Supplements to, GCC Clause	
3.	One –time charges for Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs. 25,000/- per case.
4.	One time charges for publishing/declaration of the Award	Rs. 40,000/-
5.	Other expenses (As per actual against bills subject to celling given below	
i.	Travelling Expenses	Economy class (by air),First classAC (by train) andAC Car (by road)
ii.	Lodging and Boarding	Rs. 15,000/-per day (in metro cities); or Rs. 8000 per day (in other cities); or Rs. 5,000/- per day, if any Arbitrator makes their own arrangements.
6.	Local Travel	Rs. 2,000/- per day
7.	Extra charges for days other than meetingdays (maximum for 2 X ½days)	Rs. 5000/- per ½ day for outstation Arbitrator.
Note:	<p>1. Lodging boarding and travelling expenses shall be allowed only for the arbitrator who is/are residing 100 kms. away from the venue of meeting.</p> <p>2. Delhi, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad shall be considered as Metro cities.</p>	
<p>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 the before appointment of the Arbitrator.</p>		

Section 10. Appendices

Appendices

List of Appendices

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Appendix A – Description of 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 – Expert Schedule

Please Refer TOR.

[Insert a table based on Form TECH-7 of the Consultant’s Technical Proposal as finalized during the Contract negotiations. 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.

In addition, include the following provisions, as appropriate, if the Expert Schedule to be inserted as above does not contain such provisions.]

“For the purposes of this Appendix B – Expert Schedule, the following shall apply:

1. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.

~~2. Working days and hours shall be as set forth in SCC Clause 4.6.1.~~

3. Home Work and Field Work

(a) “**Home Work**” means:

- (i) in case of an International Expert, work carried out in his/ her country of residence.
- (ii) in case of a Local Expert, work carried at his/her normal place of work.

(b) “**Field Work**” means:

- (i) in case of an International Expert, work carried out in a country other than his/ her country of residence.
- (ii) in case of a Local Expert, work carried at a place other than his/ her normal place of work.”

Appendix C – Summary of Cost Breakdown

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 D – Remuneration Cost Breakdown

Ref. Sr. No. 1 to 3 of Form FIN – 2: Format of BoQ.

Appendix E – Reimbursable Cost Breakdown

Ref. Sr. No. 4 to 7 of Form FIN – 2: Format of BoQ.

Appendix F – Table of Adjustment Data

Table A. Local Currency

*[Insert Table A. Local Currency of Form FIN-5 of the Consultant's Financial Proposal as per **BoQ** submitted]*

Appendix G – Form of Advance Payment Security

Bank Guarantee for Advance Payment

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

Ref: Bank Guarantee _____

Date:

Dear Sir,

In consideration M/s _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its 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 _____ Branch at Guwahati, Assam (Complete Address of bank branch is mandatory), 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.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

Sl.	Particulars	Details
1.	Name of the Beneficiary	RO NHIDCL PROJECTS
2.	Beneficiary Bank Account No.	73653210000013
3.	Beneficiary Bank Branch	Canara Bank [IFSC : CNRB0017365]
4.	Beneficiary Bank Branch Name	Dispur, Guwahati
5.	Beneficiary Bank Address	Upasana Complex, Dr. R. P. Road, Ganeshguri, Dispur, Guwahati

Dated this _____ day of _____ 20__ at _____.

WITNESS:

1. Signature:

Name:

2. Signature:

Name:

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of Attorney No.

Dated: _____

- Notes:** i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
ii. The address, telephone number 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 stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

iv. 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.

** List of Banks whose BGs are acceptable:

List of Scheduled Public Sector Banks	List of Private Sector Banks	List of Scheduled Small Finance Bank
Bank of Baroda	Axis Bank Ltd.	Au Small Finance Bank Limited
Bank of India	Bandhan Bank Ltd.	Equitas Small finance Bank Limited
Bank of Maharashtra	CSB Bank Ltd.	Suryoday Small Finance Bank Limited
Canara Bank	City Union Bank Ltd.	Ujjivan Small Finance Bank Limited
Central Bank of India	DCB Bank Ltd.	Utkarsh Small Finance Bank Limited
Indian Bank	Federal Bank Ltd.	ESAF Small Finance Bank Limited
Indian Overseas Bank	HDFC Bank Ltd.	Jana Small Finance Bank Limited
Punjab National Bank	ICICI Bank Ltd.	
Punjab & Sind Bank	Indusind Bank Ltd.	
State Bank of India	IDFC First Bank Ltd.	
UCO Bank	Jammu & Kashmir Bank Ltd.	
Union Bank of India	Karnataka Bank Ltd.	
	Karur Vysya Bank Ltd.	
	Kotak Mahindra Bank Ltd.	
	RBL Bank Ltd.	
	South Indian Bank Ltd.	
	Tamil Nadu Mercantile Bank Ltd.	
	Yes Bank Ltd.	
	IDBI Bank Ltd.	

Appendix H – Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

[The completed Form TECH-9 in Section III, Technical Proposal Forms is used for this Appendix.]

Appendix I – 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.

Appendix J – Form of Performance Security

(Performance Bank Guarantee)

To,
National Highways & Infrastructure Development Corporation Ltd.
3rd Floor, PTI Building, 4-Parliament Street,
New Delhi – 110001.

WHEREAS _____ [Name and address of Consultants]¹ (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 there in 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]² [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 Contract or of the services to be performed there under 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. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made up on us on or before _____ all our liability under this guarantee shall cease.

¹ Give names of all partners if the Consultants is a Joint Venture.

This guarantee shall be valid for a period of 86 Months i.e. upto 2 months beyond the expiry of contract of 84 Months.

This guarantee shall also be operatable at our _____ Branch at New Delhi, 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 thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Bank Guarantee shall be transmitted through SFMS gateway to our banker as per the details below:

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	Swift Code (For Foreign Applicants)	CNRRINBBBFD
5	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
6	Beneficiary Bank Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001

Signature and Seal of the Guarantor _____ in presence of

Name and Designation _____

1. _____ (Name, Signature & Occupation)

Name of the Bank _____

Address _____

2. _____ (Name, Signature & Occupation)

Name of the Bank _____

Address _____

Date _____

- Notes:**
- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
 - ii. The address, telephone number 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 stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".
 - iv. 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.

Appendix K – Letter of Award

Appendix L – Minutes of Pre-Bid Meeting

Appendix M – Memorandum of Understanding

(To be replaced by Joint Venture Agreement in the Contract)

Memorandum of Understanding

between

And

WHEREAS the **National Highways & Infrastructure Development Corporation Ltd.** (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 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 severally 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)

Managing Director/Head of the Firm
Address

DISCLAIMER: The Applicant must read all the instructions in the RFP and submit the same accordingly.

Appendix N – 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 Employer] (hereinafter called “the Employer”) in the sum of Rs. _____ (Rupees _____ Lakhs Only) for which payment will and truly be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 202_

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 Employer 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer 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 Employer, 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 _____

- Notes:** i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
ii. The address, telephone number 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 stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".
iv. 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.

**** The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India. List of Banks whose BGs are acceptable:**

List of Scheduled Public Sector Banks	List of Private Sector Banks	List of Scheduled Small Finance Bank
Bank of Baroda	Axis Bank Ltd.	Au Small Finance Bank Limited

List of Scheduled Public Sector Banks	List of Private Sector Banks	List of Scheduled Small Finance Bank
Bank of India	Bandhan Bank Ltd.	Equitas Small finance Bank Limited
Bank of Maharashtra	CSB Bank Ltd.	Suryoday Small Finance Bank Limited
Canara Bank	City Union Bank Ltd.	Ujjivan Small Finance Bank Limited
Central Bank of India	DCB Bank Ltd.	Utkarsh Small Finance Bank Limited
Indian Bank	Federal Bank Ltd.	ESAF Small Finance Bank Limited
Indian Overseas Bank	HDFC Bank Ltd.	Jana Small Finance Bank Limited
Punjab National Bank	ICICI Bank Ltd.	
Punjab & Sind Bank	Indusind Bank Ltd.	
State Bank of India	IDFC First Bank Ltd.	
UCO Bank	Jammu & Kashmir Bank Ltd.	
Union Bank of India	Karnataka Bank Ltd.	
	Karur Vysya Bank Ltd.	
	Kotak Mahindra Bank Ltd.	
	RBL Bank Ltd.	
	South Indian Bank Ltd.	
	Tamil Nadu Mercantile Bank Ltd.	
	Yes Bank Ltd.	
	IDBI Bank Ltd.	

INTEGRITY PACT

INTEGRITY PACT AGREEMENT

(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)

This Integrity Agreement is made at..... on this.....day of2023.

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 3rd Floor, PTI Building, 4 Parliament Street New Delhi-110001, (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}, _____, means the selected bidder having its registered office at _____ (hereinafter called the "Contractor"). (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 has floated the Tender {NIT ID: _____} and intends to award, under laid down organizational procedure, contract/s for " _____ " (hereinafter referred to as the "Contract").

And Whereas the Principal 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)/Concessionaire(s)/Consultant(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 documents and contract between the parties.

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

-
- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a 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 will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidders) the same information and will not provide to any Bidders) 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 will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

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

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption AND observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for

purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, 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. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt, bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3: Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaires)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

-
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts"
 - (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
 - (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/Concessionaire(s)/ Consultant(s), however, the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
 - (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
 - (7) Subject to full satisfaction of the Principal, the exclusion of the Bidders)/ Contractors)/Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidders)/Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidders) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department 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 for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article-6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidders)/ Contractors)/ Concessionaire^)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-con tractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes Corruption, or if the Principal has substantive suspicion in this regard, the Principal will Inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Shri Subhash Chandra, IAS (retd) as Independent External Monitor (hereinafter referred to as "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. He reports to the Director General (Road Development) & Special Secretary
 - (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(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 Monitor notices, or has reason to believe, a violation of this Pact, 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 in this regard submit non-binding recommendations. 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 Director General (Road Development) & Special Secretary 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 Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported 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 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/Consultant

12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. In case of BOT Projects, it expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. If any claim is made/ lodged during his 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 Director General (Road Development) & Special Secretary.

Article -10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

.....

.....

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/
Contractor)

WITNESSES:

1) Signature

2) Name

3) Address

PLACE: _____

DATE: _____

1) Signature

2) Name

3) Address

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 (D), 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)

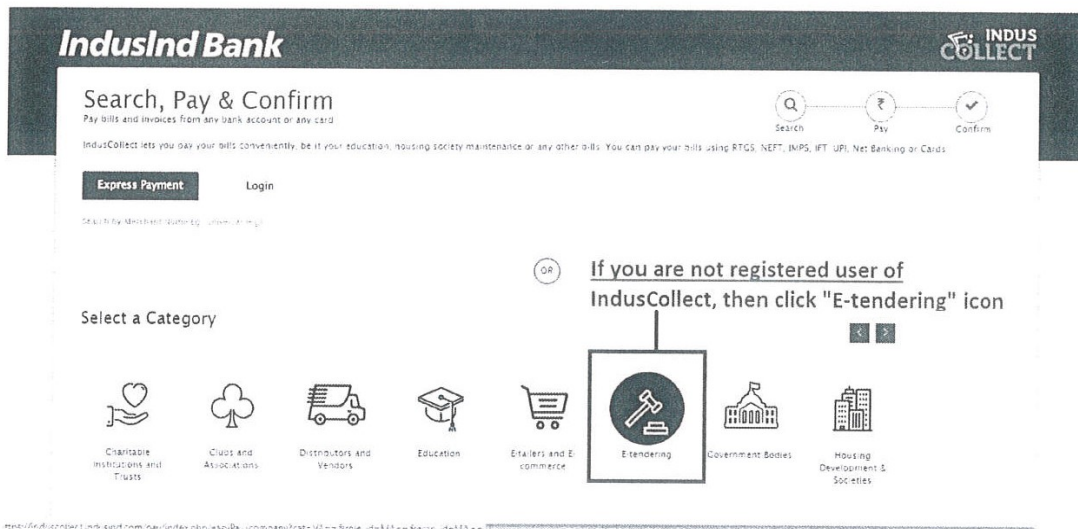
Login (For Registered User)

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.

The screenshot displays the IndusCollect website interface. At the top, there is a navigation bar with "Home | About us | FAQs" and the "INDUS COLLECT" logo. The main heading is "Search, Pay & Confirm" with a sub-heading "Pay bills and invoices from any bank account or any card". Below this, there are three icons: "Search" (magnifying glass), "Pay" (₹ symbol), and "Confirm" (checkmark). A note states: "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, IFT, UPI, Net Banking or Cards." The interface features two main buttons: "Express Payment" and "Login". A red circle highlights the "Login" button, with a line pointing to the text "Registered user click LOGIN". Below the "Express Payment" button, there is a search bar with the placeholder text "Search by Merchant Name eg. universel -high". Below the search bar, there is a section titled "Non Registered user click here" with an "OR" button. Further down, there is a "Select a Category" section with a list of categories represented by icons: Charitable Institutions and Trusts, Clubs and Associations, Distributors and Vendors, Education, E-tailers and E-commerce, Entertaining, Government Bodies, and Housing Development & Societies.

Flow for Non-Registered Users

a. Select Category



b. Type NHIDCL:



c. Select type of payment:

The screenshot displays the IndusInd Bank website interface. At the top, there is a dark navigation bar with the text "Home | About us | FAQs" on the right and the "IndusInd Bank" logo on the left. Below the navigation bar, the "INDUS COLLECT" logo is visible. The main content area features a breadcrumb trail "Home > E-tendering >". To the right, there are three circular icons: a magnifying glass labeled "Search", a rupee symbol labeled "Pay", and a checkmark labeled "Confirm". Below these icons is a "< Back" link. On the left side, there is a logo for "MIDCL" with the tagline "INDUSIND BANK'S FIRST CHOICE FOR MIDDLES CLASS". Below the logo, there is a form field labeled "I want to make payment for:" followed by a dropdown menu. The dropdown menu is open, showing the text "Please select" at the top, "Please select" in the middle, "EMD" in the middle, and "Tender Fees" at the bottom, which is highlighted in a dark grey bar.

d. Enter Data & Click Submit:

a. Click Login

The screenshot shows the 'Search, Pay & Confirm' login page of IndusInd Bank. The page features the bank's logo and the 'INDUS COLLECT' branding. A navigation bar includes 'Search', 'Pay', and 'Confirm' icons. The main content area is titled 'Express Payment' and contains a 'Login' button. Below this, there are input fields for 'Email/Phone No.' (with the value '7045414367') and 'Password' (with the value 'ma@evex'). A 'Generate New Code' link is visible next to the password field. At the bottom, there are links for 'Reset', 'Login', and 'Not yet registered? / Forgot password'.

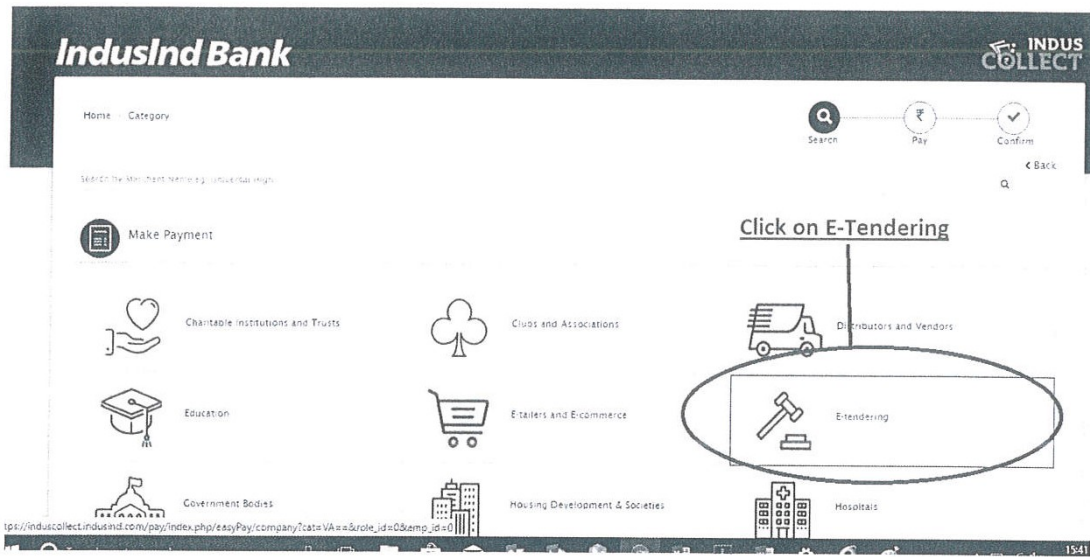
b. Click on MAKE PAYMENT

The screenshot displays the 'Payment Analysis' and 'Last Payment' sections of the IndusInd Bank interface. The 'Payment Analysis' section includes a pie chart and a legend with 'E-rendering' and 'Education' categories. The 'Last Payment' section features a table of recent payments and a 'Make Payment' button circled in red. A callout line points from the text 'Click on MAKE PAYMENT' to the circled button. The table below shows the following data:

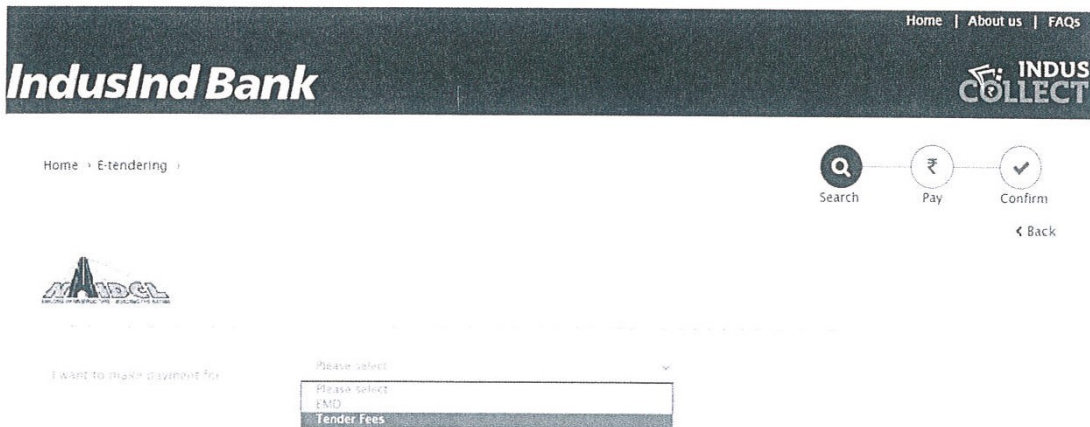
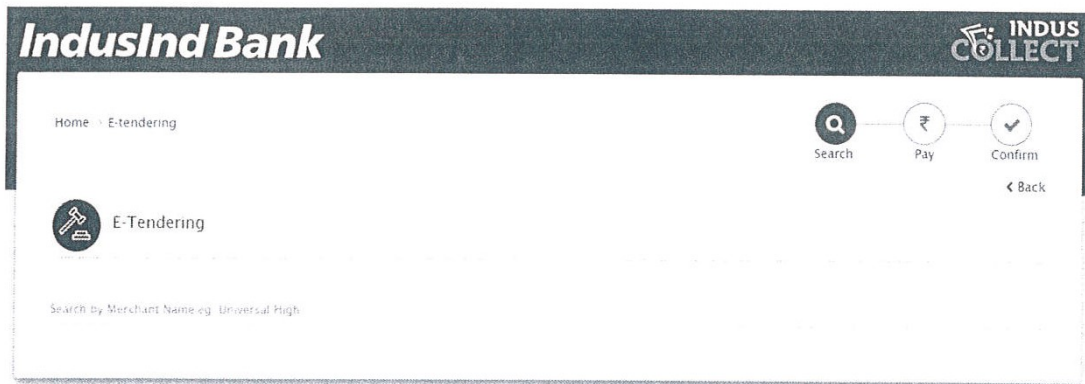
Date	Amount	Reference No.
15/04/2018	₹ 54.28	111118166004422
15/04/2018	₹ 56.54	111118166004431
15/04/2018	₹ 17.7	111118166004429
15/08/2018	₹ 53.1	111118166004428
15/04/2018	₹ 54.9	111118166004425

Below the table is a 'View All' link. At the bottom of the page, there is a 'My Favorite Biller' section with an 'Add Biller' button and the IndusInd Bank logo.


c. Select Category






d. Type NHIDCL and Select type of Payment:




e. Enter Data & Click Submit:




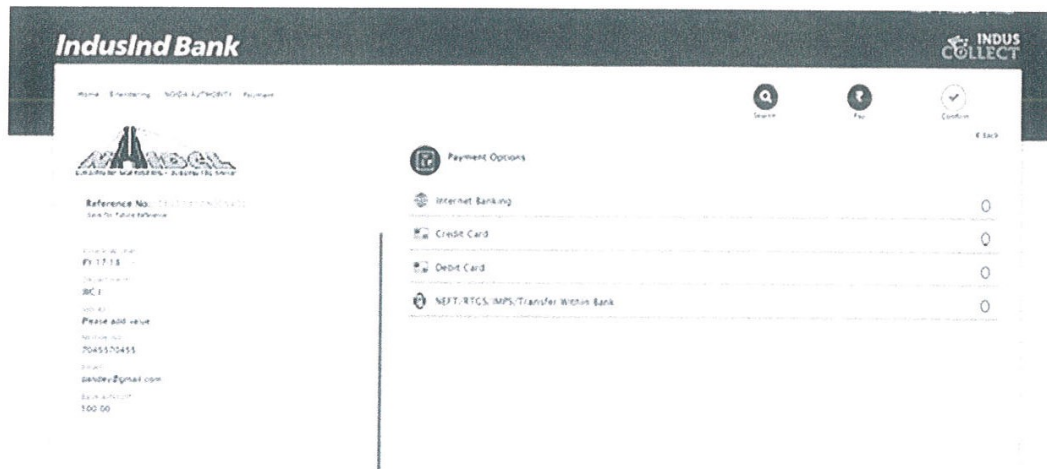
[← Back](#)



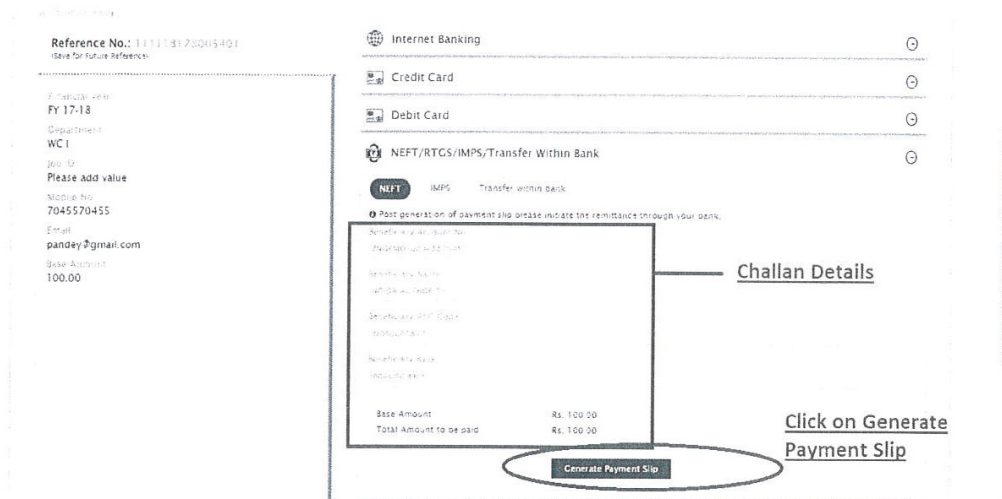
I want to make payment for	Tender Fees	▼
Department*		▼
Division*		▼
Job ID*		▼
Tender type*	Please Select Tender type	▼
Contractor Name*	FILL YOUR FIRM/COMPANY NAME	
Mobile No*		
Email*		
Amount*		
Verify Code*		


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

f. Select the payment mode:



- 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:



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

**** END OF DOCUMENT ****