National Highways & Infrastructure Development Corporation Limited

BUILDING INFRASTRUCTURE - BUILDING THE NATION

REQUEST FOR PROPOSALS (RFP)

for

Selection of Consultants

for

Authority's Engineer for "Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements of NH-54 in the State of Mizoram from km 250.000 to km 380.000"

(Section-3: Civil Contract Packages-6, 7 and 8)

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

Project Scheme: North East Road Network Connectivity Improvement Project (Phase 1)

Loan no. ID-P249

20 December, 2018

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SECTION-1

Letter of Invitation

To

All short listed Consultants (As listed at Para 3 below).

1. The National Highways & Infrastructure Development Corporation Limited (NHIDCL) invites proposals from the short-listed Consultancy firms for engaging an Authority's Engineer (AE) on the basis of International Competitive Bidding for *"**Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements from km 250.000 to km 380.000 on Aizawl-Tuipang Section of NH-54 in the State of Mizoram on Engineering, Procurement and Construction mode with JICA loan assistance**"* (hereinafter called "**the Project**"). The Government of India (hereinafter called "**Borrower**") is receiving financing from Japan International Cooperation Agency (JICA) toward the cost of the Project under the Scheme "North East Road Network Connectivity Improvement Project (Phase 1)".

2. More details on the services are provided in the **Terms of Reference**.

3. NHIDCL had earlier invited Expression of Interest (EoI) dated 11.09.2017 from the interested consultants and received proposals from 13 firms by due date and time (21.11.2017 upto 5.00 pm). Following **5 (five)** firms have been shortlisted based on the eligibility in consultation with JICA, which are now invited to participate in the competitive bidding process for engagement as Authority's Engineer:

Sr. No.	Name of Consultant	Type of Venture	Lead Member (or Sole)	Other Member (JV/ Associate)
1	M/s TPF Getinsa Eurosetudios S.L. in Joint venture with M/s Rodic Consultants Pvt. Ltd	Joint Venture	M/s TPF Getinsa Eurosetudios S.L. **Country: Spain**	M/s Rodic Consultants Pvt. Ltd **Country: India**
2	M/s Nippon Koei Co. Ltd in JV with M/s STUP Consultants Pvt. Ltd in association with M/s Nippon Koei India Pvt. Ltd	Joint Venture / Association	M/s Nippon Koei Co. India, Ltd **Country: Japan**	M/s STUP Consultants Pvt. Ltd In association with M/s Nippon Koei India Pvt. Ltd **Country: India**
2	M/s Intercontinental Consultants & Technocrats Pvt. Ltd in association with M/s PADECO Co. Ltd Japan.	Association	M/s Intercontinental Consultants & Technocrats Pvt. Ltd **Country: India**	M/s PADECO Co. Ltd Japan **Country: Japan**
4	M/s SMEC International Pty. Ltd. in Joint Venture with M/s SMEC (India) Pvt. Ltd	Joint Venture	M/s SMEC International Pty. Ltd. **Country: Australia**	M/s SMEC (India) Pvt. Ltd **Country: India**
5	M/s Feedback Infra Pvt. Ltd	Sole	M/s Feedback Infra Pvt. Ltd **Country: India**	-

4. It is not permissible to transfer this invitation to any other firm. Proposals submitted/ uploaded by any firm other than above mentioned shortlisted firms shall not be considered. The above Shortlisted Consultants, applying as a Sole firm or in Joint Venture, may include an Associate company during RFP stage.

5. A firm will be selected under QCBS (Quality and Cost-Based Selection) and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans as mentioned in this RFP. The selected AE shall be intimated to the JICA and to the Contractor.

6. The RFP includes the following documents:

   Section 1 – Letter of Invitation
   Section 2 – Instructions to Consultants (including Data Sheet)
   Section 3 – Technical Proposal – Standard Forms
   Section 4 – Financial Proposal – Standard Forms
   Section 5 – Terms of Reference
   Section 6 – Standard Form of Contract
   Section 7 – Eligible Source Countries of Japanese ODA Loans

7. Please inform us in writing at the address below, upon receipt:

   (a) that you received the Letter of Invitation; and
   (b) whether you will submit a proposal.

   Ashok Kumar Gupta
   General Manager (Technical),
   National Highways & Infrastructure Development Corporation Limited
   Address: 3rd Floor, PTI Building, 4 Parliament Street, New Delhi - 110001
   Telephone: +91-11-2346 1684;
   Facsimile: +91-11-2371-1103
   E-mail: gmt5@nhidcl.com

8. 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* Portal *(http://infracon.nic.in/)*. Technical proposal is to be submitted through INFRACON Portal. In addition, hard copy of the documents in original, as mentioned at Clause 10.1(v) of Data Sheet are to be submitted at the address mentioned at Para 7 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 Expert 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.
   (*In order to make the evaluation process more objective, user friendly and transparent, NHIDCL has developed INFRACON portal (www.infracon.nic.in) which is a comprehensive National Portal for Infrastructure Consultancy firms & Key Expert. The Portal has facility to host Consulting Firms'& Personnel Credentials online with linkage to Aadhar & Digilocker for data storage, validation & purity. The Information available on the portal would also be made available in Public Domain).

9. 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 a Bank Guarantee (as per the format specified in Appendix N of this

RFP document) or in the form of Demand Draft (the "Bid Security"), valid for 45 days beyond the validity of the Proposal. The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:

(a) If a Consultant withdraws its Proposal during the period of Proposal validity. Or

(b) If the Consultant fails to accept the Client's corrections of arithmetic errors in the Consultant's Proposal (if any), or

(c) If the Successful Consultant fails to sign the Contract Agreement with the Client within the prescribed period, or

(d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time. Unsuccessful Consultants would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful Consultant.

10. As part of the Standard Operating Procedure for adoption of Integrity Pact, Dr. Satyanarayana Dash, 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 details of Dr. Satyanarayana Dash, IEM, NHIDCL, are as under:

    Dr. Satyanarayana Dash, IEM, NHIDCL
    HIG-206, Kanan Vihar Phase I, Chandrasekharpur,
    Bhubaneswar, Odisha-751024
    Email-id: satya8may@yahoo.co.in
    Tel: +91-97767 51669

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

Yours sincerely,
insert signature
Ashok Kumar Gupta
General Manager (Tech), NHIDCL
Telephone: +91-11-2346 1684;
Facsimile: +91-11-2371-1103
E-mail: gmt5@nhidcl.com

SECTION-2

QCBS - Instructions to Consultants

The Instructions to Consultants governing this selection process are given in this RFP document and in the "**Instructions to Consultants, Option B - QCBS, Section 2**" of the Standard Request for Proposals (version 1.1) published by JICA in October 2012. Those Instructions to Consultants are available on the JICA's web site shown below:
https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

at the following link:

https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/c8h0vm0000aoesst-att/consul.pdf

A copy of those Instructions is not attached to this RFP.

QCBS - Data Sheet

Paragraph Reference	
1.(b)	The Applicable Guidelines are those published in April 2012.
1. (x)	Add the following at the end of this Sub-Clause A Sub-consultant may also be called as an Associate Consultant.
2.1	**Amount of the Loan Agreement:** JPY67,170 million (For Tranche-1 for Phase 1 comprising 8 Civil Contract Packages on NH-54 in the State of Mizoram and 1 Civil Contract Package on NH-51 in the State of Meghalaya). **Signed date of the Loan Agreement:** March 31, 2017 **Name of Project:** North East Road Network Connectivity Improvement Project (Phase 1)
2.2	**Name of the Client:** National Highways & Infrastructure Development Corporation Limited (NHIDCL)
2.3	**Name of the assignment:** Services of the Authority's Engineer for "Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements from km 250.000 to km 380.000 on Aizawl-Tuipang section of NH-54 in the State of Mizoram" on Engineering, Procurement and Construction mode with JICA loan assistance (Comprising 3 Civil contract packages).
2.4	A pre-proposal conference will be held: Yes ✓ No ____ Time and Date: at 03:00 PM IST on January 9, 2019 (Three weeks from the date of Invitation) At: National Highways & Infrastructure Development Corporation Limited (NHIDCL) HQ, 3rd Floor, Press Trust of India Building, 4, Parliament Street, New Delhi-110001. The Client's representative is: Ashok Kumar Gupta, General Manager (Tech), NHIDCL HQ, New Delhi. **Address:** 3rd Floor, PTI Building, 4 Parliament Street, New Delhi - 110001 Telephone: +91-11-2346-1684 Facsimile: +91-11-2371-1103 E-mail: gmt5@nhidcl.com

2.5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Project Report of widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements of NH-54 in the State of Mizoram from km 250.000 to km 380.000 (Section-3: comprising 3 Civil contract packages); and Facilities for Office Accommodation and residences for Consultant's Personnel has been provided at "Appendix G1: Service, Facilities and property to be made available to the Consultants by the Client" as per the provisions included in Schedule-C of the Contract Agreement(s) with the Civil Contractor(s).
4.1(c)	This sub-para is modified as below: (c) will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant (sole firm or lead firm and any of the JV partners or any Sub-consultant, who has a direct contract with the Consultant) has been barred by MoRTH/NHIDCL/NHAI or any other state government PWD or road development corporations in India, or debarred under the cross debarment decision by the Multilateral Development Banks* or by the World Bank Group or by JICA (A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr) and the bar subsists as on the date of Application.
5.1	Add the following at the end of this Sub-Clause: In case a shortlisted Consultant forms a Joint Venture with other firm, then it has to be ensured that each Joint Venture Member fulfils the conditions and the minimum eligibility requirement stated under the Expression of Interest (EOI) invited earlier for this project for short listing of the firms; otherwise the proposal submitted by the Consultant will not be evaluated.
6.3	Proposals shall be submitted in the following language: English
7.1	Proposals must remain valid 120 days after the submission deadline date.
7.8(a)	Not Applicable
7.8(b)	The price of the Financial Proposal shall be adjusted by the following factor:

*"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 09th April, 2010 (as amended from time to time).

<table>
<tr><td></td><td>As stated in Clause 6.2 (c) of Special Conditions of Contract of Section 6 (Standard Form of Contract) of this RFP.</td></tr>
<tr><td>8.1</td><td>Clarifications may be requested by the date of pre-proposal conference (As stated at Para 2.4 of the Data Sheet).

The address for requesting clarifications is: As stated in 2.4 of this Data Sheet.

Response (including an explanation of the queries but without identifying the source of inquiry) will be uploaded on the websites mentioned at Para 8 of the Letter of Invitation (LOI). Therefore, no written copies of response will be sent to the Consultants.</td></tr>
<tr><td>8.2</td><td>Addendum to the RFP will be uploaded on the websites mentioned at Para 8 of the Letter of Invitation (LOI). Therefore, no written copies of the Addendum will be sent to the Consultants.</td></tr>
<tr><td>10. 1</td><td>Table given in this Sub-Clause is replaced with following table:
<table>
<tr><td>Experience of the Firm</td><td>To be uploaded on INFRACON Portal (http://infracon.nic.in/).</td></tr>
<tr><td>Comments on Terms of Reference</td><td>No limit, but to concise and to the point (Form TECH-3A) to be uploaded on CPP Portal (https://eprocure.gov.in).</td></tr>
<tr><td>Comments on counterpart staff and facility requirements</td><td>About two (2) pages (Form TECH-3B) to be uploaded on CPP Portal (https://eprocure.gov.in).</td></tr>
<tr><td>General approach and methodology, work plan</td><td>About fifty (50) pages inclusive of charts and diagrams (Form TECH-4) to be uploaded on CPP Portal (https://eprocure.gov.in).</td></tr>
<tr><td>List of proposed Key Expert team and Summary of CV particulars</td><td rowspan="2">To be uploaded on INFRACON Portal (http://infracon.nic.in/).</td></tr>
<tr><td>Key Experts’ CVs</td></tr>
<tr><td>Expert</td><td>(Form TECH-7) to be uploaded on CPP Portal</td></tr>
</table></td></tr>
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<table>
<tr><td></td><td>
<table>
<tr><td>schedule</td><td>(https://eprocure.gov.in).</td></tr>
<tr><td>Work Schedule</td><td>(Form TECH-8) to be uploaded on CPP Portal (https://eprocure.gov.in).</td></tr>
<tr><td>Acknowledgement of Compliance with the Guidelines for Employment of Consultants</td><td>(Form TECH-9) to be uploaded on CPP Portal (https://eprocure.gov.in).</td></tr>
</table>
</td></tr>
<tr><td>10.1 (i)</td><td>The information desired in this sub-clause is to be uploaded on INFRACON Portal (http://infracon.nic.in/) (Form TECH-2).</td></tr>
<tr><td>10.1 (iv)</td><td>The information desired in this sub-clause is to be uploaded on INFRACON Portal (http://infracon.nic.in/) (in place of Form TECH-5).</td></tr>
<tr><td>10.1 (v)</td><td>The information desired in this sub-clause is to be uploaded on INFRACON Portal (http://infracon.nic.in/) (Form TECH-6).

In addition to above, hard copy of the following documents, in original, is to be submitted at the address mentioned at Para 7 of the Letter of Invitation (LoI) by due date and time of submission:

(a) Technical Proposal submission form (as per Form TECH-1);
(b) Power of Attorney (on stamp paper and duly notarized) of the person submitting the Proposal on behalf of the Consultant;
(c) If applicable, the Power of Attorney for Lead Member of JV;
(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”;
(e) If the Consultant includes associate: Consent letter from Associate Partner;
(f) Cost of RFP of Rs. 5000/- (Rupees Five thousand only) in the form of demand draft in favour of Managing Director, National Highways & Infrastructure Development Corporation Ltd.(NHIDCL) payable at New Delhi;
(g) Bid Security(for the amount given in section 1 of this document) in the form of a Bank Guarantee and the format specified in this document;
(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</td></tr>
</table>

<table>
<tr><td></td><td>Contract Agreement; and
(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:

Name of Project:

Name of Project Director:

Name of Project Implementation Unit:

Name of IE / AE / SC (please specify):

Stage of project: Under Implementation/ O&M of Completed Project (please select one)

<table><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><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></table>
A scanned copy of all the above documents is also to be uploaded on CPP Portal (https://eprocure.gov.in).</td></tr>
<tr><td>10.2</td><td>Add the following at the end of this Sub-Clause:
The authorized signatory holding Power of Attorney shall be the Digital Signatory for uploading the requisite documents on CPP Portal (https://eprocure.gov.in).</td></tr>
<tr><td>11.1 (i)</td><td>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.

International Expert 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
.</td></tr>
</table>

	The applicable Reimbursable expenses in foreign and in local currency is as follows: (1) A per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home 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 Amount for Financial Proposal for all items should preferably be quoted in INR only. However, amount in Foreign Currency is permitted to be quoted in JPY, USD or EURO for only International Expatriate Key Experts (i.e. only for Team Leader cum Sr. Highway Engineer or for Sr. Slope/ Safety Engineer of nationality other than Resident Indian) for their Remuneration (inclusive of Per Diem Allowance) and International Air Travel (inclusive of Miscellaneous Travel Expenses, if any) only.
11.1 (ii)	This sub-para is modified as below: The Financial proposal shall be prepared and uploaded on CPP Portal only using the Form of BOQ available on CPP Portal. The BOQ has the provision of the entering the amount in INR, JPY, USD or EURO. Exchange Rate of RBI 28 days prior to Proposal Due date shall be considered for comparing the Financial proposal in equivalent INR. Payment to the Consultant shall be made in the same Currency as quoted by the Consultant as per the provisions of the RFP. Amount for provisional sums and Contingency amount shall be as below: Amount for provisional sums: - for foreign currency: NIL - for local currency: NIL

	Contingency amount: - for foreign currency: NIL - for local currency: INR Ten million.
11.2	"Information of the Consultant's tax liabilities in the Client's country can be found at www.incometaxindia.gov.in and www.cbec.gov.in."
11.3	The other international traded currency(ies) permitted are: (i) US Dollar (ii) Euro
12.1	Add at the end of sentence "and upload online as mentioned in this RFP".
12.3	Number of copies of the Technical Proposal: One (1) original The submission shall be done as per para 10 and 11 of ITC including Data Sheet.
12.4	The Financial proposal shall be prepared and uploaded on CPP Portal only using the Form of BOQ available on CPP Portal.
12.5	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 PROPOSAL OPENING COMMITTEE". **Time and date of the Proposal submission deadline:** - Time: 11.00 a.m. - Date: February 4, 2019 (45 days from the date of Invitation)
12.6	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: At the address as stated in Clause 2.4 of this Data Sheet Proposals must be submitted no later than date and time stated in Clause 12.5 of the Data Sheet above.
13	This clause is modified as below: **Modification / Substitution/ Withdrawal of Proposals:** (i) The Consultant may modify, substitute or withdraw its e-bid, prior to the Bid Due Date. No Proposal shall be modified, substituted or withdrawn by the Consultant on or after the Bid Due Date.

	(ii) Any alteration/ modification in the Proposal or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Client, shall be disregarded. (iii) For modification of e-Bid, Consultant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid. (iv) For withdrawal of bid, Consultant 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, Consultant cannot re-submit e-bid again.
14.2	Criteria, sub-criteria, and point system for the evaluation are: Points (i) Experience of the Consultants relevant to the assignment in Highway Projects (2 lane or more)* during last 10 years from Bid Due Date: a) Experience in DPR**. [3] b) Number of DPR** projects of minimum 25% of Project length in Mountainous/ Hilly regions [3] c) Experience in Project Supervision as Independent Consultant#/ Independent Engineer#/ Authority's Engineer@/ Project Supervision Consultants@ [8] d) Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants of minimum 25% of Project length in Mountainous/Hilly regions [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 projects. [3] **Total points for criterion (i): 20** *Equivalent 2-lane length for projects of 4-lane (or more) shall be considered with a multiplication factor of 1.5 ** Experience in Feasibility Study shall also be considered under the experience of DPR by multiplying the length with a factor of 2/3 #Independent Consultant/ Independent Engineer are Consultants selected by client for Independent Supervision of PPP Projects. @Authority's Engineer/ Project Supervision Consultants are Consultants selected by client for Supervision on behalf of Client in EPC/ Item Rate Projects. (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology [10 *points*] b) Work plan [5 *points*] c) Organization and staffing [5 *points*]

Total points for criterion (ii): [*20*]

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

Professional (A) Staff (International Expert)

Team Leader cum Sr. Highway Engineer	[15]
Senior Slope/ Safety Engineer	[8]

International Expert 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.

Professional (B) Staff (Other Expert)

Resident Engineer cum Highway Engineer/ Safety Manager (3 nos.)	[3x4=12]
Bridge/Structural Engineer	[3]
Material Engineer	[3x3=9]
Sr. Quantity Surveyor	[3]
Environmental Expert	[3]
Sr. Contract Specialist	[7]

Total points for criterion (iii): 60

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

1) General qualifications [25]
2) Adequacy for the assignment [60]
3) Familiarity with the language and the conditions of India [15]

Total weight: 100%

Total points for the four criteria: 100

Detailed Evaluation Criteria

(i) Experience of the Consultant relevant to the assignment

S.No.	Criteria	Max Marks
1	**Highway Projects (2 lane or more)* during last 10 years**	**20**
a	Experience in Detailed Project Report (DPR)**	**3**
i	Aggregate length	**2**
	Minimum 2 times of Project length	1.5
	Additional 0.25 marks for every additional Project length	0.5
ii	Number of projects of minimum 40% of Project length	**1**
	Minimum 1 Projects	0.75
	Additional Projects	0.25
b	Number of DPR** projects of minimum 25% of Project length in Mountainous/ Hilly regions	**3**
	1 Projects	2.25

	Additional projects	0.75
c	Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants	**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 in projects of minimum 25% of Project length in Mountainous/ Hilly regions	**3**
	1 Projects	2.25
	Additional projects	0.75
e	Experience in Project Supervision as Independent Consultant/ Independent Engineer/ Authority's Engineer/ Project Supervision Consultants in WB/ADB/JICA or any other Multilateral/ Bilateral Agency funded projects	**3**
	1 Projects	2.25
	Additional projects	0.75
Note:	*Equivalent 2-lane length for projects of 4-lane (or more) shall be considered with a multiplication factor of 1.5 **Experience in Feasibility Study shall also be considered under the experience of DPR by multiplying the length with a factor of $^2/_3$.	

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

Sl. No.	Description	Max. Points
a)	**Site Appreciation and Comments/ suggestions on TOR** (i) Average 2 (ii) Good 3 (iii) Very Good 5	**5**
b)	**Technical approach and methodology** (i) Average 2 (ii) Good 3 (iii) Very Good 5	**5**

c)	**Work plan** (i) Average 2 (ii) Good 3 (iii) Very Good 5	**5**
d)	**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/ Traffic/Transportation Engineering/ Pavement Engineering/ Structural Engineering/ Geotechnical Engineering/ Soil Mechanics and Foundation Engineering	5
2	**Adequacy for the Project**	**60**
a)	**Experience in road related field:**	**15**
i)	Aggregate minimum 20 years with 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)	10 years or more	10
	Additional 1 Mark for each additional year	5
ii)	Minimum 2 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
ii)	At least one project funded by 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 road sector project of 2 laning or more**	**5**

	Minimum 2 Projects with minimum one year period in each project	4
	Additional 0.5 Marks for each additional project with minimum one year period	1
d)	**Experience in road sector project under mountainous/steep terrain including advance slope protection technology such as landslide prevention, reinforcement embankment wall in steep mountain, concrete crib protection**	**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/ 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.

2	**Sr. Slope /Safety Engineer**	
Sr. No.	**Description**	**Max. Points**
1	**General Qualification**	**25**
I)	Graduate in Civil Engineering	20
II)	Post Graduate in Structural / Geotechnical / Soil Mechanics and Foundation Engineering	5
2	**Adequacy for the Project**	**60**
a)	**Experience in road related field:**	**20**

i)	Aggregate 15 years or more in minimum 3 countries (which may include their home country) with minimum two years in each country.	15
	Additional 1 Mark for each addition 1 year	5
b)	**Experience of construction supervision of Highway/ Expressway projects**	**25**
i)	Minimum 10 years	10
	Additional 1 Mark for each addition 1 year	5
ii)	Minimum 2 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
c)	**Experience of design work in road project under mountainous/steep terrain including advance slope protection technology such as landslide prevention, reinforcement embankment wall in steep mountain, concrete crib protection.**	**15**
i)	3 projects with minimum one year period in each project	11.25
	Additional 1.25 marks for each project with minimum one year duration	3.75
3)	**Familiarity with the language and the conditions of India including North East Region**	**15**
i)	Experience in India	**10**
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	**5**
	Minimum 1 Year	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	**100**
	Age on bid due date: Not more than 65 years.	

3	**Resident Engineer/ Highway cum Pavement Engineer/Safety Manager**	
Sr. No.	**Description**	**Max. Points**
1	**General Qualification**	**25**
	I) Graduate in Civil Engineering II) Post Graduate in Construction Management/ Highway Engineering/ Traffic/Transportation Engineering/ Pavement Engineering/ Geotechnical Engineering/ Soil Mechanics and Foundation Engineering	20 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 2 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 of construction supervision of road project under mountainous/steep terrain**	**15**
i)	2 projects (with minimum one year period in each project)	10
	Additional 2.5 marks for each project with minimum one year duration	5
3)	**Familiarity with the language and the conditions of India including North East Region**	**15**
i)	Experience in India	**10**
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	**5**
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	**100**
	Age on bid due date: Not more than 65 years.	

Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):
i) On behalf of Consultant: 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

4	**Bridge/Structure Engineer**	
Sr. No.	**Description**	**Max. Points**
1	**General Qualification**	**25**
	I) Graduate in Civil Engineering	20

	II) Post Graduate in Structural Engineering	5
2	**Adequacy for the Project**	**60**
a)	**Experience in road related field:**	**15**
i)	Minimum 15 years	10
	Additional 1 mark for each additional year	5
b)	**Experience of construction supervision of Bridge/ interchange/ any other similar structure:**	**15**
i)	Minimum 10 years	10
	Additional 1 mark for each additional year	5
c)	**Experience in similar capacity* in:**	**10**
i)	Supervision of 2 Major Highway Bridges on pile / well foundation with aggregate period 2 years or more with minimum 1 year for each bridge	5
ii)	Atleast one Major Bridge project with minimum aggregate 2 years in any other country(ies) than his home country	5
d)	**Experience in Supervision of Rehabilitation and Repair of 2 No. bridges with aggregate period 1 year or more**	**7.5**
e)	**Minimum 5 years Experience of design work of bridge structure:**	**7.5**
f)	**Must be familiar with modern methods of construction of bridges/ ROB/ flyover involving RCC/ pre-stress concrete, design standards, technical specifications and statistical quality control/ assurance procedures for construction of different component of bridges**	**5**
3)	**Familiarity with the language and the conditions of India including North East Region**	**15**
i)	Experience in India	**10**
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	**5**
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	**100**
	Age on bid due date: Not more than 65 years.	

Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):
i) On behalf of Consultant/ Contractor: Senior Bridge Engineer/ Bridge Engineer/ Bridge Design Engimeer.
ii) In Government Organizations: Executive Engineer or equivalent and above.

5	**Material Engineer**

Sr. No.	Description	Max. Points
1	**General Qualification**	**25**
	I) Graduate in Civil Engineering II) Post Graduate in Geotechnical Engineering/ Soil Mechanics and Foundation Engineering/ Soil Mechanics/ Foundation Engineering or PhD in Geology	20 5
2	**Adequacy for the Project**	**60**
a)	**Experience in highway/road/airfield runway:**	**25**
i)	Minimum 12 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 5 years	10
	Additional 1 mark for each additional year	5
iii)	2 projects with minimum 2 years period in each project	10
	Additional 2.5 marks for each project with minimum 2 years period in each project	5
c)	**Must be familiar with material property of road construction material, technical specification and procedures of material tests and testing equipments**	**5**
3)	**Familiarity with the language and the conditions of India including North East Region**	**15**
i)	Experience in India	**10**
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	**5**
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	**100**
	Age on bid due date: Not more than 65 years.	

Note: *Similar Capacity includes the following positions (Experience in initial three years in road related field, whether in any post, shall not be counted):
i) On behalf of Consultant/ Contractor: Material cum Geotechnical Engineer/ Material Engineer/ Material Expert/ Geotechnical Engineer/ Manager (Material)
ii) In Government Organizations: Executive Engineer or equivalent and above.

6	**Senior Quantity Surveyor**	
Sr. No.	**Description**	**Max. Points**
1	**General Qualification**	**25**

I)	Graduate in Civil Engineering	20
II)	Post Graduate in Construction Management/ Post Graduate in Construction Engineering/ Certificate Course in Management/ Certificate Course in Construction Management/ Certificate Course in Contract Management.	5
2	**Adequacy for the Project**	**60**
a)	**Experience in handling highway contracts**	**20**
i)	Minimum 15 years	15
	Additional 1 Mark for each addition year	5
b)	**Experience as Quantity Surveyor in Highway/ Expressway/ bridge project**	**20**
i)	Minimum 10 years	15
	Additional 1 Mark for each addition year	5
c)	**Experience as Quantity Surveyor in construction supervision of two/four of lane highway**	**20**
i)	2 projects with minimum 2 years period in each project	15
	Additional 2.5 marks for each project with minimum 2 years period	5
3)	**Familiarity with the language and the conditions of India including North East Region**	**15**
i)	Experience in India	**10**
	Minimum 2 Years	7.5
	Additional 1.25 marks for each additional year	2.5
ii)	Experience in North East Region	**5**
	Minimum 1 Years	3.75
	Additional 1.25 marks for additional year	1.25
	Total:	**100**
	Age on bid due date: Not more than 65 years.	
Note: Similar Capacity In Government Organizations: Executive Engineer or equivalent and above.		

7	**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 / Environmental Science	5
2	**Adequacy for the Project**	**60**
a)	**Experience in related field**	**20**
i)	Minimum 15 years	15
	Additional 1 Mark for each addition year	5
b)	**Experience in environmental management of road/bridge projects**	**30**

i)	2 projects with minimum 1 year period in each project	20
	Additional 5 Marks for each project with minimum 1 year period	10
c)	**Experience in labor health protection program such as STI, STD and HIV/AIDS prevention**	**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	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.	

8	**Senior Contract Specialist**	
Sr. No.	**Description**	**Max. Points**
1	**General Qualification**	**25**
I)	Graduate in Civil Engineering/ Construction Management.	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/ Expressway/ bridge 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. 150 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
	Additional 2.5 marks for each project with minimum 9 months period	5
c)	**Experience as Contract Specialist in Multilateral/ Bilateral Agency(ies) funded projects**	**10**
i)	1 project with minimum 9 months period in the project	7.5
	Additional project with minimum 9 months 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.	
Note: Similar Capacity In Government Organizations: Executive Engineer or equivalent and above.		

The minimum technical score (St) required to pass is: 75 Points

Note: 1. If any information in the Technical Proposal is found incorrect, at any stage, action including termination may be taken by Client 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 Expert 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. The positions of (i) **Team Leader cum Senior Highway Engineer** and (ii) **Sr. Slope /Safety Engineer** are for International Expert and 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. 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 Expert for determining the total score of the firm. However, if the Key Expert 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 Expert 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 Expert will be carried forward for maximum 3 nos. Key Expert for determining the total score of the firm. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive. During negotiation, Key Expert will be required to produce certificate regarding qualification and experience.

5. During negotiation, a certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the Key Expert in their CVs and found to be correct. This

	certification should be made of all Key Expert after the certification by the candidate.
14.3	This sub-clause is modified as below: After the technical evaluation is completed, the Client may notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, and their Financial Proposals shall not be opened.
14.4	After the evaluation of online submitted Technical Proposal, the list of technically responsive consultant is uploaded on the websites mentioned at Para 8 of the Letter of Invitation (LOI) with the date of the public opening of financial proposal. NHIDCL may also inform date of the public opening of financial proposal to the technically responsive consultant by mail, fax or post. Expected date (month/year) for public opening of Financial Proposals: 11 February, 2019 at: National Highways and Infrastructure Development Corporation Limited (NHIDCL)**, 3rd Floor, PTI Building, 4-Parliament Street, New Delhi – 110001**
14.5	This sub-clause is modified as below: 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. Copy of record shall be uploaded on the websites mentioned at Para 8 of the Letter of Invitation (LOI) and will also be sent to JICA.
14.6	This sub-clause is modified as below: The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. The single currency for price conversion is: **Indian Rupee** The source of official selling rates is: Reserve Bank of India The date of exchange rates is: **28 days prior to the date of proposal submission deadline**.
14.7	ETP in this clause stands for the Financial Price quoted by the Consultant and converted to single currency as per Clause 14.6.
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.

15.1	Expected date and address for contract negotiations: Date: Contract negotiation normally commences within a week of publication of results of Financial proposal. 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**
15.3	Add the following at the end of this sub-clause: The second ranked Consultant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Consultant withdraws, or fails to comply with the requirements specified in this document.
15.4	This sub-clause is modified as below: (i) Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations. Each Key Expert of the preferred consultant shall be called for interaction at the time of negotiation at the cost of the Consultant. During negotiation, Key Expert will be required to produce certificate regarding qualification and experience. Interaction with the Key Expert during negotiation may also be done on Video Calling/ Video Conferencing, for Key Expert who are not able come in person and to avoid any extra burden on the Consultant. Such Key Expert may present (show) their credentials regarding qualification and experience for verification at the time of joining their duties. However, the officials retired from MoRT&H/State/UT PWD may be exempted from producing the experience certificate. (ii) All such Key Expert (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm at the time of contract negotiations by persons scoring at least 75% marks. The reduction in remuneration of such replacements shall be 5% for 1st and 2nd replacement and 10% for 3rd replacement. (iii) In case of 1st round of negotiation is not held within 180 days from the Bid Receipt Date due to reasons attributable to Client, the selected consultant (H-1) shall be permitted for replacement upto a maximum of 50% Key Expert with Key Expert of equivalent or better qualifications without considering the same as replacement and without any deduction. However, for avoidance of doubt, it is clarified that replacement of Key Expert whose CV has scored less than 75% marks shall continue be considered as replacement as per sub-para (ii) above.

	(iv) Having selected a firm, among other things, on the basis of an evaluation of proposed Key Expert staff, the Client's expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. Replacement of Key Expert shall be considered only in unavoidable circumstances. In no case more than four replacements of Key Expert shall be permitted during negotiation and in such cases Consultant and such Key Expert shall have to submit affidavit to the effect that during the period of assignment of the project, the replaced Key Expert shall not be professionally employed anywhere in Client's works. Client shall not further consider CV of such Key Expert directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5% for 1st and 2nd replacement and 10% for 3rd and 4th replacement within validity period of bid. In case during negotiations held within validity period of bid, more than four replacements are sought by the H1 consultant; his proposal shall be considered as Non-Responsive. In such case the combined score of remaining technically qualified firms, meeting the non-conflict condition shall be evaluated to arrive at new H1.
15.5	This sub-clause is modified as below: Negotiations shall commence with a discussion of the Technical Proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the assignment. 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.
15.7	Deleted.
17.2	Expected date for commencement of consulting services is March 1, 2019; at: the Project site in Mizoram

SECTION-3.

Technical Proposal - Standard Forms

Notes on Technical Proposal - Standard Forms

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

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

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

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

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Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *"**Authority's Engineer for Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements of NH-54 in the State of Mizoram from km 250.000 to km 380.000 (Section-3: Civil contract packages-6, 7 and 8)"*** in accordance with your Request for Proposals dated 20 December 2019 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)".

[*If the Consultant is a joint venture, insert the following:* We are submitting our Proposal as a joint venture with: *[Insert a list with full name and the legal address of each member, and indicate the lead member*]. We have attached a copy [*insert*: "of our letter of intent to form a joint venture" *or, if a JV is already formed*, "of the JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant's Proposal includes Sub-consultants (i.e. an Associate), insert the following: We are submitting our Proposal with the following firms as Sub-consultants: [*Insert a list with full name and address of each Sub-consultant.*]

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 the Data Sheet, Clause 7.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by JICA's policy in regard to corrupt and fraudulent practices as per ITC 4.

(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 7.5 and ITC 15.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: _____
Name and Title of Signatory: _____
Name of Consultant [*company's name or JV's name*]:
In the capacity of: _____

Address: _____
Contact information [*phone and e-mail*]: _____

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

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[*Upload on INFRACON (http://infracon.nic.in/). Provide a brief description of the organization and general experience of the Consultant and, if applicable, each joint venture member for this assignment.]*

B - Consultant's Experience

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

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a) <u>Technical Approach and Methodology.</u> In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here.

b) <u>Work Plan.</u> In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) <u>Organization and Staffing.</u> In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-consultants. For joint ventures, you must attach a copy of the joint venture agreement or a letter of intention to form a Joint Venture, as specified in Form TECH-1.]

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

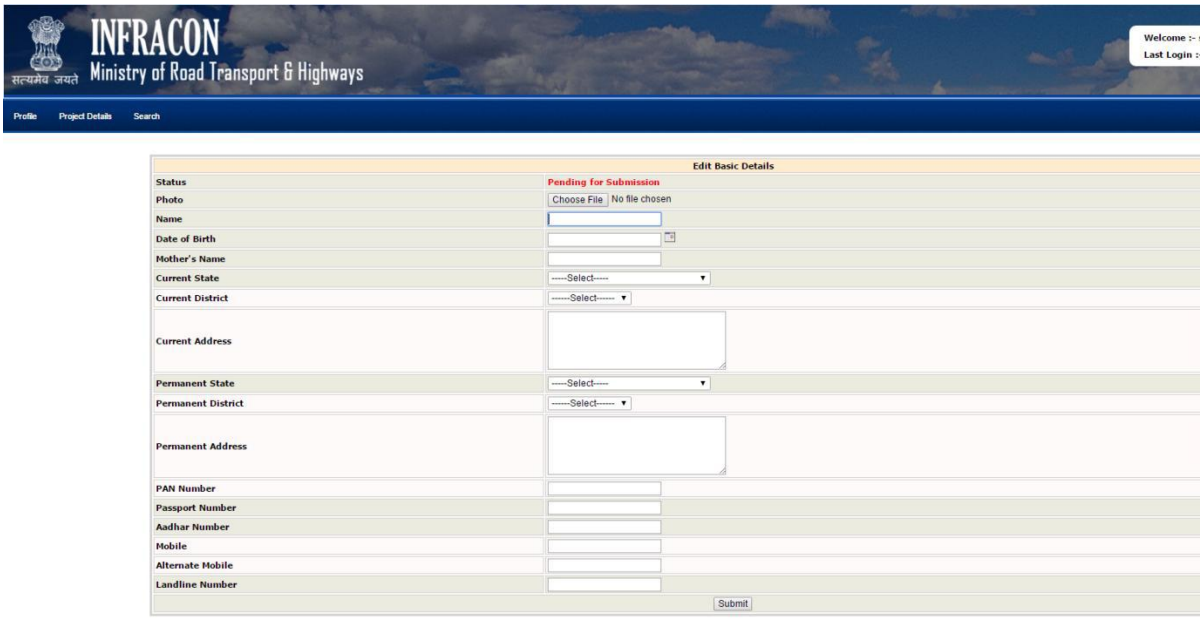
Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Key Expert or Non-Key Expert	Nationality	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

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

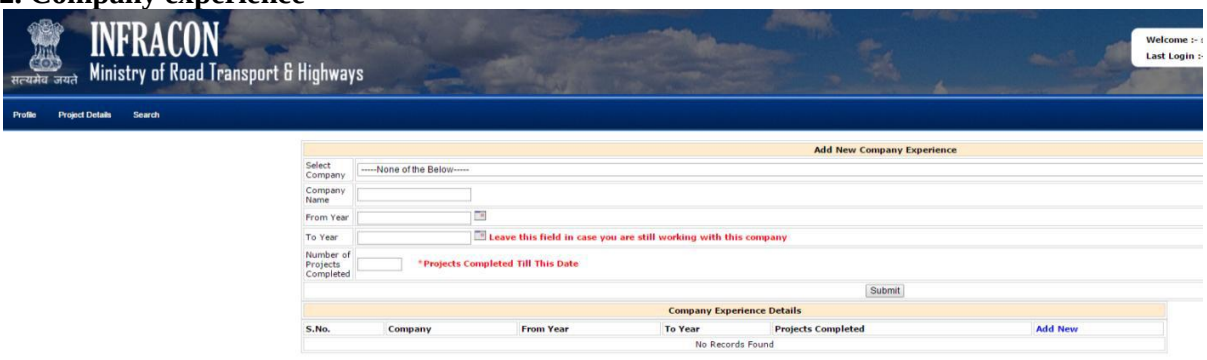
[*Upload on INFRACON (http://infracon.nic.in/). Provide information on each proposed key expert.]*

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 Expert, if not registered earlier, and furnish all relevant details on INFRACON Portal).

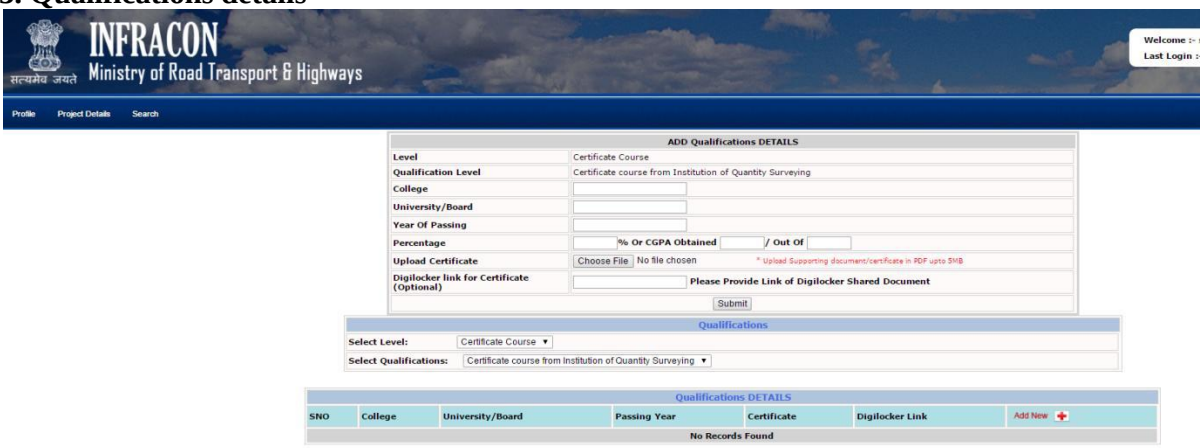
1. Basic details



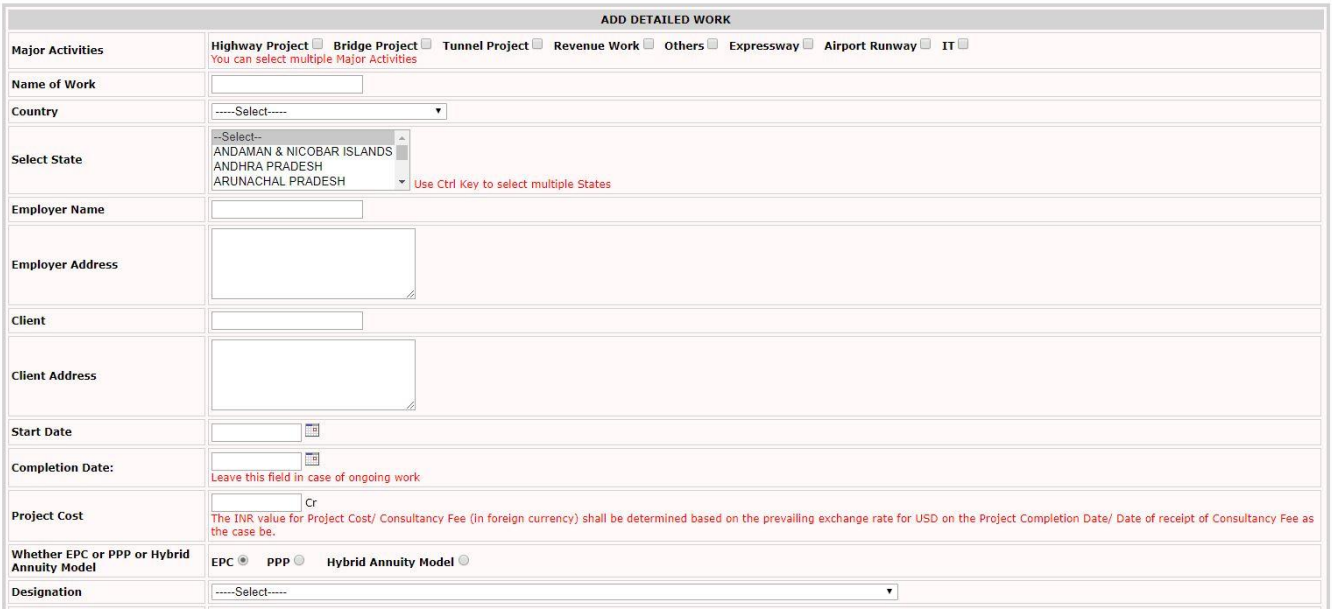
2. Company experience



3. Qualifications details



4. Work Experience



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

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

(i) This CV correctly describes my qualifications and my experience;

(ii) 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;

(iii) I am committed to undertake the assignment within the validity of Proposal;

(iv) I am not part of the team who wrote the terms of reference for this consulting services assignment;

(v) I am, pursuant to Clauses 3 and 4 of the ITC, eligible for engagement.

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

…….. Date :(Day/Month/Year)
(Signature of Key Expert)

…….. Date:……(Day/Month/Year)
[Signature of authorized representative of the Firm]

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

(i) Document for proof of age.

(ii) Document for proof of qualification.

(iii) Experience Certificates from Clients.

Form TECH-7: Expert Schedule[1]

N°	Name of Expert /Position /Category(International or Other)	Professional Expert input (in the form of a bar chart)[2]													Total man-month input
		1	2	3	4	5	6	7	8	9	10	11	12	n	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				

1 For Key Experts, the input should be indicated individually for the same position as required under Clause 14.2 of the Data Sheet; for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

2 Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.

3 One (1) month equals twenty six (26) working days. One (1) working day shall be not less than eight (8) hours.

4 Field work means work carried out at a place other than the Expert's home office; i.e. normal place of business.

Full time input Part time input

Form TECH-8: Work Schedule

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

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each Phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Form TECH-9: Acknowledgement of Compliance with the Guidelines for Employment of Consultants

A) I, [*name and position of authorized signatory*] being duly authorized by [*name of Consultant/members of joint venture)("JV")*] ("Consultant") to execute this Acknowledgement of Compliance with Guidelines for Employment of Consultants, hereby certify on behalf of the Consultant and myself that all information provided in the Technical and Financial Proposals (collectively "Proposals") submitted by the Consultant for *"**Authority's Engineer for Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements of NH-54 in the State of Mizoram from km 250.000 to km 380.000 (Section-3: Civil contract packages-6, 7 and 8)" JICA ODA** Loan No. **ID-P249*** (hereinafter called "**the Project**") is true, correct and accurate to the best of the Consultant's and my knowledge and belief. I further certify, on behalf of the Consultant, that:

(i) the Proposals have been prepared and submitted in full compliance with the terms and conditions set forth in Guidelines for the Employment of Consultants under Japanese ODA Loans (hereinafter called the "Guidelines"); and

(ii) the Consultant has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<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 Sub-contract with an entity or 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.

D) I certify that the Experts of the Consultant and either Sub-consultant having a direct contract with the Consultant or Expert nominated by the Consultant, who are assigned to this contract on time basis, will not be engaged in any other assignment which may have

time conflict with the Contract.

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

F) I further certify, on behalf of the Consultant, that if the Consultant is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of consultant selection, 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.

G) 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
Date: _____

SECTION- 4

Financial Proposal - Standard Forms

Table of Financial Forms

Form FIN-1: Financial Proposal Submission Form.....3

Form FIN-2: BOQ..... 4-9

Appendix: Instructions for preparing Financial Proposal (to be uploaded in BOQ online at CPP Portal, https://eprocure.gov.in).....10-12

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *"**Authority's Engineer for Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements of NH-54 in the State of Mizoram from km 250.000 to km 380.000 (Section-3: Civil contract packages-6, 7 and 8)"*** in accordance with your Request for Proposal dated 20 December 2019 and our Technical Proposal. Our attached Financial Proposal has been uploaded in the prescribed BOQ form on CPP Portal (https://eprocure.gov.in).

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

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form FIN-2: Format of BOQ

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

Format as below:

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	7	8	9
1	**Remuneration for Expatriate and National Expert**							
1.01	Team Leader cum Sr. Highway Engineer	54.000	Months	**USD**			**0.00**	USD Zero Only
1.02	Sr. Slope/ Safety Engineer	46.000	Months	**JPY**			**0.00**	JPY Zero Only
1.03	Sr. Contract Specialist	18.000	Months	**INR**			**0.00**	INR Zero Only
1.04	Resident Engineer 1	42.000	Months	**INR**			**0.00**	INR Zero Only

1.05	Resident Engineer 2	90.000	Months	**INR**			**0.00**	INR Zero Only
1.06	Resident Engineer 3	42.000	Months	**INR**			**0.00**	INR Zero Only
1.07	Bridge/ Structural Engineer	42.000	Months	**INR**			**0.00**	INR Zero Only
1.08	Material Engineer 1	42.000	Months	**INR**			**0.00**	INR Zero Only
1.09	Material Engineer 2	46.000	Months	**INR**			**0.00**	INR Zero Only
1.10	Material Engineer 3	42.000	Months	**INR**			**0.00**	INR Zero Only
1.11	Sr. Quantity Surveyor	46.000	Months	**INR**			**0.00**	INR Zero Only
1.12	Environmental Expert/ Safeguard Expert	46.000	Months	**INR**			**0.00**	INR Zero Only
2	**Remuneration for Sub-Professional**							
2.01	Quantity Surveyor (3 nos x 48 months)	144.000	Months	**INR**			**0.00**	INR Zero Only
2.02	CAD Engineer (4 nos x 42 months)	168.000	Months	**INR**			**0.00**	INR Zero Only
2.03	Field Engineer (3 nos x 42 months + 3nos x 90 months)	396.000	Months	**INR**			**0.00**	INR Zero Only
2.04	Surveyor (2 nos x 42 months + 1 no x 48 months)	132.000	Months	**INR**			**0.00**	INR Zero Only
2.05	Lab Technician (2 nos x 42 months + 1 no x 48	132.000	Months	**INR**			**0.00**	INR Zero Only

	months)							
3	**Support Staff (inclusive of per diem allowance)**							
3.01	Office Manager (3 nos x 42 months + 1 nos x 48 months)	174.000	Months	**INR**			**0.00**	INR Zero Only
3.02	Accountant cum Cashier (3 nos x 42 months + 1nos x 48 months)	174.000	Months	**INR**			**0.00**	INR Zero Only
3.03	Photocopy Machine Operator (3 nos x 42 months + 1 nos x 48 months)	174.000	Months	**INR**			**0.00**	INR Zero Only
3.04	Computer operator cum steno (3 nos x 42 months + 1 nos x 48 months)	174.000	Months	**INR**			**0.00**	INR Zero Only
3.05	Office Boy (3 nos x 42 months + 1 nos x 48 months)	174.000	Months	**INR**			**0.00**	INR Zero Only
4	**Transportation (Fixed Cost)**							
4.01	Innova/or equivalent (not more than 3 years old) (2 nos x 42 months + 1 nos x 48 months)	132.000	no of vehicle-month	**INR**			**0.00**	INR Zero Only
4.02	Bolero or equivalent (not more than 3 years old) (4 nos. x 42 months + 2 nos x 48 months)	264.000	no of vehicle-month	**INR**			**0.00**	INR Zero Only

4.03	Duty Travel to Site(Fixed Costs): Professional and Sub-Professional Staff. The Client may require the Key Expert to visit the Client's Site Offices/Regional Office. The quoted amount against remuneration should include travel fare for 20 round trip to Client's Head Office and 20 round trip to Client's regional office.	1.000	LS	**INR**			**0.00**	INR Zero Only
4.04	International Air Travel (inclusive of Miscellaneous Travel expenses) for International Expatriate Key Expert	16.000	Trips	**USD**			**0.00**	USD Zero Only
5	**Office Supplies, Utilities and Communication (Fixed Costs)** e.g. Office Supplies, Drafting Supplies, Computer Running Costs and Domestic and International Communication, etc.							
5.01	During Construction Period	42.000	Months	**INR**			**0.00**	INR Zero Only
5.02	During Defect Liability Period	48.000	Months	**INR**			**0.00**	INR Zero Only

6	**Office Furniture and Equipment (Rental)**Executive Table, Executive Chairs, Tables (for executive), Ordinary Chairs Type-I, Tables (for all other staff), Ordinary Chairs–Type II (for all other staff), Steel Almirah, Visitors chairs/Conference room chairs, Tables for computers with 3 drawers, keyboard/mouse pull out trays, Printer desks, Side tables, Conference Table, Revolving Chairs for Computer Room/Drawing room, Telephone with PABX facilities, Photocopier, FAX, Computer PC (state of the							

	art), LaserJet Printers, Binding Machine, Water Coolers and Software, etc.							
6.01	During Construction Period	42.000	Months	**INR**			**0.00**	INR Zero Only

6.02	During Defect Liability Period	48.000	Months	**INR**			**0.00**	INR Zero Only
7	**Rental cost towards Survey Equipment(GPS/Total station /Auto Level/LIDAR) with semiskilled survey Party (4 persons) and one dedicated vehicle for Survey Party (inclusive of vehicle rental driver's salary, fuel operationand maintenance etc complete) with rods, flags and other sundries**	42.000	Nos	**INR**			**0.00**	INR Zero Only
8	**Contingency (Fixed Rs 10000000/-)**	1.000	Nos	**INR**			**0.00**	INR Zero Only
Total in Figures							**0.00**	INR,USD,JPY,EUR Zero Only
Quoted Rate in Words		**INR,USD,JPY,EUR Zero Only**						

* Consultants may choose currency(ies) from **INR /USD/ JPY/ EURO** for items against Serial no. 1.01, 1.02 & 4.04 as per the provisions of Clause 11.1 (i) of Data Sheet. However, for all the remaining 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 (to be uploaded in the BOQ)

1 Financial Proposal is to be uploaded ONLY in prescribed BOQ on CPP Portal strictly in accordance with the instructions.

2 **S. No. 1 to 3 of BOQ:** Remuneration (inclusive of per Diem allowance)

The purpose is to identify the monthly billing rates for each Key Expert (also named as Key Expert) 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). For remuneration, amount in Foreign Currency is permitted to be quoted in JPY, USD or EURO for only International Expatriate Key Experts of nationality other than Resident Indian.

3 **S. No. 4 to 8 of BOQ** Breakdown of Reimbursable Expenses

(i) The purpose is to identify all reimbursable expenses in foreign and local currencies considered by the Consultant necessary to carry out the assignment.

(ii) For reimbursable expenses, amount in Foreign Currency is permitted to be quoted in JPY, USD or EURO for only International Air Travel (including Miscellaneous Travel Expenses if any) of International (Expatriate) Key Experts (i.e. of nationality other than Resident Indian).

(iii) <u>International Travel</u>

International travel costs will show the airfares needed by International Expatriate Key Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel shall be by less than first class.

For International Expatriate Key Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such International Expatriate Key Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International Expatriate Key Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Expatriate Key Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

The number of round trips, the cost for each trip and destinations should be shown under "air travel".

(iv) Miscellaneous Travel Expenses

International travel costs mentioned at (iii) above shall include "Miscellaneous Travel Expenses" to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

(v) 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.

(vi) 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
Terms of Reference

1. Scope

1.1 These Terms of Reference (the "TOR") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated..... (the "**Agreement**"), which has been/ is going to be entered into between the Authority and ..... (the "Contractor") for *'**Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements from km 250.000 to km 380.000 on Aizawl-Tuipang Section of NH-54 in the State of Mizoram on Engineering, Procurement and Construction mode with JICA loan assistance'***, 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

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

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.

13. Expected Time Schedule

The total duration of consulting services will be 90 months including 48 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	1 March, 2019	42
End of Civil works	31 August,, 2022	
Defect Liability Period	1 September, 2022 to 31 August, 2026	48
Termination of Consulting Services	31 August, 2026	-

14. Staffing (Expertise Required)

14.1 2 Professional (A) consultants (i.e., International Key Experts) and 10 Professional (B) consultants (i.e., Other Key Experts) will be engaged, over 90 months' duration of consulting services, for a total of 100 man-months for Professional (A) and 456 man-months for Professional (B) consultants. Total consulting input is 556 man-months of

Professional staffs and Sub-Professional consultants may be assigned 19 staffs with 972 man-months.

14.2 Qualification of Key Experts

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

Designation	Qualification
Professional (A) Staff (i.e., International Key Experts)	
Team Leader cum Senior Highway Engineer	**Education:** (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Construction Management/ Highway Engineering. **Experience:** (3) Experience in road related field: Aggregate 20 years or more in minimum 3 countries (which may include their home country) with minimum two years in each country. (4) Experience of construction supervision of Highway/ Expressway projects in similar capacity: (a) 10 years or more; (b) Minimum 2 Projects with minimum 2 years period in each project; and (c) atleast one project funded by Multilateral/Bilateral Funding Agency(ies) with minimum 2 years period. (5) Experience of design work in road sector project of two/ four-laning: Minimum 2 Projects with minimum one year in each project. (6) Experience in road sector project under mountainous/steep terrain including advance slope protection technology such as landslide prevention, reinforcement embankment wall in steep mountain, concrete crib protection: 2 projects or more (with minimum one year period in each project). (7) Age: Not more than 65 years. **Note:** Similar Capacity includes the following positions: i) On behalf of Consultant: Team Leader/ Resident Engineer (Construction Supervision/ IE/ AE). ii) On behalf of Contractor: Project Director/ Project Manager (Construction/ Construction Supervision). iii) In Government Organizations: Superintending Engineer (or equivalent) and above.

Sr. Slope /Safety Engineer	**Education:** (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Structural Engineering/ Geo-Technical Engineering. **Experience:** (3) Total Professional Experience: Aggregate 15 years or more in minimum 3 countries (which may include their home country) with minimum two years in each country. (4) Experience of construction supervision of Highway/ Expressway projects: (a) 10 years or more; and (b) Minimum 2 Projects with minimum 2 years period in each project. (5) Experience of design work in road or civil works project under mountainous/steep terrain including advance slope protection technology such as landslide prevention, reinforcement embankment wall in steep mountain, concrete crib protection: 3 projects or more (with minimum one year period in each project). (6) Age: Not more than 65 years.
Professional (B) Staff (i.e., Other Key Expert)	
Resident Engineer cum Highway Engineer/ Safety Manager	**Education:** (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Construction Management/ Highway Engineering/ Transportation/ Pavement Engineering. **Experience:** (3) Experience in road related field: 15 years or more. (4) Experience of construction supervision of Highway/ Expressway projects in similar capacity: (a) 10 years or more; (b) Minimum 2 Projects with minimum 2 years period in each project; (c) preferably atleast one project with minimum 2 years in any other country than his home country and (d) preferably atleast one project funded by Multilateral/ Bilateral Funding Agency(ies) with minimum 2 years period. (5) Experience of construction supervision of road project under mountainous/steep terrain: 2 projects or more (with minimum one year period in each project). (6) Age: Not more than 65 years. **Note:** Similar Capacity includes the following positions: i) On behalf of Consultant: Team Leader/ Resident Engineer/ Assistant 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.

Bridge/Structure Engineer	**Education:** (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Structural Engineering. **Experience:** (3) Experience in Road Related Field: 15 years or more. (4) Experience of construction supervision of bridge/ interchange/ any other similar structure: 10 years or more. (5) Experience in similar capacity in (a) supervision of two Major Highway Bridges on Pile/ Well Foundation with aggregate period 2 years or more with minimum 1 year for each bridge (b) preferably atleast one Bridge project with minimum 2 years in other Country(ies) than his home country. (6) Experience in Supervision of Rehabilitation and Repair of two number bridges with aggregate period 1 years or more. (7) Experience of design work of bridge structure: 5 year or more. (8) Must be familiar with modern methods of construction of bridges/ ROB/ flyover involving RCC/ pre-stress concrete, design standards, technical specifications and statistical quality control/ assurance procedures for construction of different component of bridges. (9) Age: Not more than 65 years. **Note:** Similar Capacity includes the following positions: i) On behalf of Consultant: Senior Bridge Engineer/ Bridge Engineer/ Bridge Design Engineer. ii) In Government Organizations: Executive Engineer or equivalent and above.
Material Engineer	**Education:** (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Geo-Technical Engineering/ Soil Mechanics and Foundation Engineering. **Experience:** (3) Experience of highway/road/airfield runway: 12 years or more. (4) Experience in similar capacity in construction/ construction supervision of Highway/ Expressway project: (a) Five years or more; (b) 2 projects or more with minimum 2 years period in each project. (5) Must be familiar with material property of road construction material, technical specification and procedures of material tests and testing equipments. (6) Age: Not more than 65 years. **Note:** Similar Capacity includes the following positions: i) On behalf of Consultant/ Contractor: Material Engineer/ Material Expert/ Geotechnical Engineer/ Manager (Material). ii) In Government Organizations: Executive Engineer or equivalent and above.
Sr. Quantity Surveyor	**Education:** (1) Graduate in Civil Engineering. (2) Preferably Post Graduate in Construction Management/

	Engineering/ Certificate Course in Management/ Certificate Course Construction Management/ Certificate Course Contract Management. **Experience:** (3) Experience in handling highway contracts: 15 years or more. (4) Experience as Quantity Surveyor in Highway/ Expressway/ bridge project: 10 years or more. (5) Experience as Quantity Surveyor in construction supervision of two/four of lane highway: 2 projects or more with minimum 2 years period in each project. (6) Age: Not more than 65 years. **Note:** Similar Capacity in Government Organizations: Executive Engineer or equivalent and above.
Environment Expert	**Education:** (1) Graduate in Civil Engineering/Environment Management or Sociology. (2) Preferably Post Graduate in Environment Engineering/ Management **Experience:** (3) Experience in related field: 15 years or more. (4) Experience in environmental management of road/bridge projects: 2 projects or more with minimum 1 year period in each project. (5) Experience in labor health protection program such as STI, STD and HIV/AIDS prevention: 1 project or more with minimum 1 year period in the project. (6) Age: Not more than 65 years.
Sr. Contract Specialist	**Education:** (1) Graduate in Civil Engineering/Construction Management or Law/Legal. (2) Preferably Degree in Law/Legal/ PG in management/certificate course in management/ certificate course in construction management/ certificate course in contract management. **Experience:** (3) Professional Experience in contract management: 15 years or more. (4) Experience as Contract Specialist on Highway/ Expressway/ bridge projects: 5 years or more. (5) Experience in contract management of large scale highway contract say over Rs. 150 crore including experience of handling variation order, claim of the contractor and there appropriate disposal: 2 projects or more with minimum 9 months period in each project. (6) Experience as Contract Specialist in Multilateral/ Bilateral Agency(ies) funded projects: Atleast 1 project with minimum 9 months period in the project. (7) Age: Not more than 65 years. **Note:** Similar Capacity in Government Organizations:

	Superintending 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.	
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.
CAD Engineer	He should be Graduate in Civil Engineering/Computer Science having experience in computer related design method for highway engineering. He should have 3 years experience and should have handled at least 1 road project costing more than Rs 100 Crore for minimum two years.
Field Engineer	He should be a graduate civil engineer with 3 years experience or Diploma holder civil engineer with 6 years experience in Road Projects. He should be conversant with road construction material and procedures of material tests etc. He should have worked in atleast one major highway project costing more than Rs 100 Crore for minimum two years.
Survey Engineer	He should be a graduate civil engineer with 3 years experience or Diploma holder civil engineer with 6 years experience in Road Projects. Survey Engineer should be conversant with modern survey equipment, total stations, auto level, digital level etc. He should have worked in atleast one major highway project costing more than Rs 100 Crore for minimum two years.
Lab Technician	He should be at least Diploma-holder in Civil Engineering or Graduates in Science with minimum 3 years of experience in handling the quality control tests laboratories for road/bridge works.

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.

14.3 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	I or L	Major Tasks and Duties
A-1	Team Leader cum Senior Highway Engineer	I (Pro-A)	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 detailed designs and the tender documents. 4) Review all the design, drawings and construction plan submitted by the Contractor. 5) Certify advance payments in accordance with the contracts when necessary. 6) 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. 7) Prepare monthly progress reports and quarterly progress reports in a form of agreed with NHIDCL and submit the reports within 10 days before the end of the month or quarter to which they refer. 8) 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 within two months from the issuance of the defects liability certificate. 9) Prepare a final report for each and all contracts

A-2	Sr. Slope /Safety Engineer	I (Pro-A)	1) Review all the detailed designs and the tender documents. 2) Review all the design, drawings and construction plan submitted by the Contractor. 3) Assist the Team Leader in all his/her activities during the construction supervision stage. 4) Lead periodic safety audit for construction works and traffic management. 5) Ensure that the contractors provide sufficient safety devices and sign boards for own safety as well as safety of general traffic and pedestrians in accordance with the safety plan.

B-1 B-2 B-3	Resident Engineer cum Highway Engineer/ Safety Manager	L (Pro-B)	1) Lead the construction supervision site teams. Ensure all deliverables are prepared in accordance with quality and time constraints. 2) Review all the detailed designs and the tender documents. 3) Review all the design, drawings and construction plan submitted by the Contractor. 4) Ensure full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 5) Ensure that all supervision site team members undertake comprehensive day-to-day field contract supervision, quality assurance, measurements and administration services at the site. He shall be directly responsible for regulating the construction process i.e. various activities like Earth work, sub-base/ base courses, bituminous pavement, bridge/ culvert works proposed for being carried out under stipulated specifications/ manuevals etc. 6) Instruct and advise all supervision site team members to maintain full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 7) Provide the contractors with all necessary survey data and reference for setting out the works. 8) Receive, assess and approve the contractors' implementation work plans and programs.

			9) Ensure that the rehabilitation works are executed in accordance with all the provisions of the contract, including those concerning standards of workmanship, and other safety provisions and protection of the environment. 10) Ensure that the contractors provide sufficient safety devices and sign boards for own safety as well as safety of general traffic and pedestrians in accordance with the safety plan. 11) Advise Safeguard Expert to undertake environmental monitoring and take necessary actions Also ensure the incorporation of the findings and supporting data into the project completion repots 12) Maintain regular estimates of the cost to completion and time to completion for each contract. 13) Assess time and cost claims submitted by contractors and advise the NHIDCL for actions to be taken. 14) Ensure that as-built drawings are prepared for rehabilitation works. 15) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods
B-4	Bridge/Structure Engineer	L (Pro-B)	1) Review all the detailed designs and the tender documents. 2) Review all the design, drawings and construction plan submitted by the Contractor. 3) His duties will involve reviewing the design provisions of bridges and culverts, guiding and checking of reinforcement/ cable laying operations, checking and controlling proper mix designs, checking the adequacy of form-work, laying/ compacting of concrete including curing operations, etc.

			4) Assist the Team Leader and the Resident Engineer/ Safety Management in all his/her activities during the construction supervision stage.
B-5 B-6 B-7	Material Engineer	L (Pro-B)	1) Review all the detailed designs and the tender documents. 2) Assist the Team Leader and the Resident Engineers in the quality control of material. 3) He will be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per codal stipulations and as per the specifications laid down in the contract for all stages of constructions. 4) Approve or disapprove the materials to be used by the contractors in accordance with the contract and technical specifications.
B-8	Sr. Quantity Surveyor	L (Pro-B)	1) Measure the day-to-day quantities at site and confirm with the foreman or site supervisor of the contractors. 2) Keep and maintain full and detailed measurement records, which will include quantity measurement data, site diaries and other records. 3) Responsible for reporting all measures required to control the project cost and time over-runs, he will examine the claims of the Contractor, variation orders, if any, and prepare the progress reports as per the project requirements.

B-9	Environment Expert	L (Pro-B)	1) Assist NHIDCL to implement the measures identified in the Project's Environmental Management Plan (EMP). 2) Provide skills transfer with respect to environment, through workshops, seminars, and on-the-job training, to the NHIDCL regional engineers and district coordinators. Review of EMP and revise it if required so. 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, (a) undertake final environmental monitoring and evaluation against the set indicators, (b) evaluate sustainability of environmental benefits associated with road improvement, taking into account both positive and negative impacts associated with roads, and (c) prepare an evaluation report for each subproject.
B-10	Sr. Contract Specialist	L (Pro-B)	1) Assist Team Leader /Resident Engineer-cum- Safety Management /Client in all aspects of contract management in proper implementation of contract provisions including controlling the project cost. 2) Offer his advice on contractual complications arising during the implementation as per the request of the Client. 3) Responsible for processing of bills and giving appropriate suggestions in handling claims of the Contractors and any dispute arising.

			4) He will be required to prepare manuals/ schedules for the consultant team/ Client based on the provisions of the Contract document.
SP-1 SP-2 SP-3	Quantity Surveyor	L (Sub-Pro.)	1) Measure the day-to-day quantities at site and confirm with the foreman or site supervisor of the contractor. 2) Keep maintain full and detailed measurement records, which will include quantity measurement data, site diaries and other records. 3) He will be responsible for processing of invoices and reporting all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variations if any and will prepare the progress report of the project.
SP-4 SP-5 SP-6 SP-7	CAD Engineer	L (Sub-Pro.)	1) Assist Team Leader/Resident Engineer-cum-Safety Management in design drawings preparation to use CAD system including 3-dimentional construction information model (3D-CIM). 2) Responsible for modification in highway designs and drawings pertaining to horizontal/vertical alignment and structures in the civil works.
SP-8 SP-9 SP-10 SP-11 SP-12 SP-13 SP-14 SP-15 SP-16	Field Engineer	L (Sub-Pro.)	1) Undertake day-to-day field contract supervision, quality control and measurements at the site. 2) Keep full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, daywork records, site diaries, measurement and other field records. 3) Provide measurement and inspection data required for interim payments. 4) Ensure that the rehabilitation 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.

			5) Attend and supervise so that all day-to-day field and laboratory quality tests are conducted in accordance with the technical specifications and instruction of the engineer's representative. 6) Approve or disapprove the works executed by the contractors in accordance with the contract and technical specifications. 7) Assist in preparing quality assurance reports to be submitted monthly or attached to the interim certificates, if so required.
SP-17 SP-18 SP-19	Survey Engineer	L (Sub-Pro.)	1) Assist the Quantity Engineers in all his/her activities during the construction supervision stage. 2) Assist all engineers in quantity surveying of all the construction works. He will be responsible for checking out of centre line, layout of curve, levels and profiles etc. and modifying survey data in case any modification is required in the design during execution. 3) Measure the day-to-day quantities at site and confirm with the foreman or site supervisor of the contractor. 4) Keep maintain full and detailed measurement records, which will include quantity measurement data, site diaries and other records.
SP-20 SP-21 SP-22	Laboratory Technician	L (Sub-Pro.)	1) Undertake day-to-day field contract supervision, any laboratory works. 2) Keep full and detailed permanent testing records, which will include site correspondence, testing data, quality acceptance data, site diaries, measurement and other field records. 3) Provide measurement and inspection data required for interim payments. 4) Ensure that the laboratory of the engineer is equipped in accordance with the technical specifications.

			5) Attend and supervise so that all day-to-day field and laboratory quality tests are conducted in accordance with the technical specifications and instruction of the engineer's representative. 6) Approve or disapprove the materials/sample to be used by the contractors in accordance with the contract and technical specifications. 7) Assist in preparing quality assurance reports to be submitted monthly or attached to the interim certificates, if so required.

15. Reporting

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

Table 5.3 List of Reporting (Each Package)

Category	Type of Report	Timing	No. of Copies
Construction Supervision	Inception Report	Within1 month after commencement of the services	6
	Monthly Progress Report	Every month	6
	Quality Control Report	Every month	6
	Quarterly Progress Report	Every quarter	6
	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	6
	Training Execution and Evaluation Report	Within 1 month after training	6
Environment and Social Safeguard	Environmental Monitoring Report	Every quarter	6
	Environmental and Social Safeguard Evaluation Report	At the end of the Project	6
Other Report	Technical Report	As required or upon request	As required

16. Obligations of the Executing Agency

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.

17. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 92 months i.e. upto 2 months beyond the expiry of the Contract of 90 months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIIM Bank/ Any Scheduled Commercial Bank approved by RBI having a net-worth of not less than 1000 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net-worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

Further, in cases where the Proposals of the successful consulting firm is less than 85% of the average of all Proposals received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful Proposal and average of all Proposals received. The BG shall be valid for a period of 92 months i.e. up to 2 months beyond the expiry of the Contract of 90 months. The other requirements of APS are same as those of Performance Security.

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

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	SYNB0009062
4	Swift Code (For foreign Applicants)	SYNBINBB126
5	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
6	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Section 6. Form of Contract

F O R M O F C O N T R A C T

Consultants' Services

Time-Based Contract

CONTRACT FOR CONSULTANTS' SERVICES

Time-Based

Project Name:
Authority's Engineer for Widening and upgradation to 2-lane with paved shoulder configuration and geometric improvements of NH-54 in the State of Mizoram from km 250.000 to km 380.000

(Section-3: Civil contract packages-6, 7 and 8)

Loan Agreement No.: [**ID-P249**]

Contract No.: [*insert contract number*]

between

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

and

_____
[*name of the Consultant*]

Dated: _____

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I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the [*day*] day of the month of [*month*], [*year*], between, on the one hand, The **National Highways & Infrastructure Development Corporation Limited (NHIDCL)** represented by its Managing Director and having its principle office at 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 should be partially amended to read as follows:* …(hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [*name of member*] and [*name of member*] (hereinafter collectively called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) by an Agreement dated [*day, month, year*] (hereinafter called the Loan Agreement) between the [*name of Borrower*] (hereinafter called the Borrower) and Japan International Cooperation Agency (hereinafter called "JICA"), JICA has agreed to make a loan to the Borrower for the purpose of financing [*name of the Project*] (hereinafter called the Project);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) Minutes of Contract Negotiation;
   (b) The Special Conditions of Contract (SCC);
   (c) The General Conditions of Contract (GCC);
   (d) The following Appendices:

   Appendix A: Description of Services
   Appendix B: Reporting Requirements

Appendix C: Key experts and Sub-consultants (Expert Schedule)
Appendix D: Remuneration Cost Estimates
Appendix E: Reimbursable Cost Estimates
Appendix F: Summary of Cost Estimates
Appendix G: Services, Facilities and Property to be provided by the Client (Duties of the Client)
Appendix G1: Services, Facilities and Property to be made available to the Consultants by the Client
Appendix G2: Counterpart personnel to be made available to the Consultants by the Client

Appendix H: Form of Performance Security
Appendix I: Form of Bank Guarantee for Advance Payments
Appendix J: Letter of Award
Appendix K: Minutes of pre- Proposal meeting
Appendix L: Joint Venture Agreement
Appendix M: Bank Guarantee Format for Proposal Security
Appendix N: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loan
Appendix O: Integrity Pact.
Appendix P: Medical Certificate

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

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
(c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed [*amount*] in foreign currency/currencies, and [*amount*] in local currency. Except as otherwise agreed between the Client and the Consultant:
  (i) Foreign currency payments to the Consultant hereunder will be made in [*currency/currencies*];
  (ii) Local currency payments to the Consultant hereunder will be made in [*currency*].
(d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix G as

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

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

For and on behalf of [*name of Client*]

_____

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

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

_____

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

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

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

[*Name of the member in charge*]

_____

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

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

II. General Conditions of Contract (GCC)

The General Conditions of Contract governing this Contract are the "General Conditions of Contract for Time-Based Contract, Annex I-II, Section 6" of the Standard Request for Proposals (version 1.1) published by JICA in October 2012. Those General Conditions of Contract are available on the JICA's web site shown below

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

at the following link:

https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/c8h0vm0000aoesst-att/consul.pdf

A copy of these General Conditions is not attached to this RFP/this Contract.

III. Special Conditions of Contract (SCC)

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Applicable Guidelines are those published in April 2012.
1.4	The Contract shall be executed in: English
1.6	The addresses are: Client: **Shri Sanjeev Malik,** Executive Director-III, NHIDCL, 3rd Floor, PTI Building, 4, Parliament Street, New Delhi - 110001 Attention: Shri Ashok Kumar Gupta, General Manager (Tech), NHIDCL Facsimile: +91-11-2346-1103 Telephone: +91-11-23461614/1684 E-mail: gmt5@nhidcl.com Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____
{1.8}	The Lead Member is [*insert name of member*] ***Note**: If the Consultant consists of a Joint Venture the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, delete this Clause SCC 1.8 .*
1.9	The Authorized Representatives are: For the Client: **Shri Sanjeev Malik,** Executive Director-III, NHIDCL For the Consultant: _____

2.4	The time period shall be 90 (ninety) months.
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to the amount of this contract
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the 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; (b) Third Party liability insurance with a minimum coverage of Rs. 1.0 million for the period of consultancy. (c) Professional liability insurance, with a minimum coverage of Contract amount*;* (d) Client's liability and workers' compensation insurance in respect of the Experts of the Consultant and of any Sub-consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Services.
3.8	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.
4.5	Replace GCC 4.5 entirely with the following: (a) Any of the Personnel provided as a replacement under Clauses 4.2 and 4.4, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise

	agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Expert provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Expert 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 Expert, remuneration shall be reduced by 10% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 15% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 20% (iv) For total replacements beyond 66% of the Key Expert 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 Expert whose replacement is sought after he/she has been deployed for at least 50% of his/her scheduled Man-months. For the avoidance of doubt, Key Expert 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 Expert. (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 Client's works for an appropriate period to be decided by Client and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by Client to black-list that firm.
4.6 (a)	In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed. However, if the actual travel time is more, then the same shall be allowed subject to submission of proof thereof. *This provision is only for International Expatriate Key Experts

6.1(b)	The ceiling in foreign currency or currencies is: _____ [*insert amount and currency for each currency*] The ceiling in local currency is: _____ [*insert amount and currency*] Any local indirect taxes chargeable in respect of this Contract for the Services provided by the Consultant are included in the ceiling amount of this Contract.
6.2 (b)	Following is added at the end of this clause: 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.
6.2(c)	Price adjustment on the remuneration: Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows: (1) Remuneration paid in foreign and/or local currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of submission of Proposal) by applying the following formula: $R = R_o \times \left[0.1 + 0.9 \frac{I}{I_o} \right]$ where R is the adjusted remuneration; R_o is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign and/or local currency; I is the official Consumer Price Index maintained by Central Statistical Office, India for Urban (General) for the first month for which the adjustment is to have effect; and 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 Proposal. 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 Any part of the remuneration that is paid in a foreign currency shall be further adjusted by a correction factor X_o/X. X_o is the number of units of local currency (i.e. INR), equivalent to one unit of the currency of payment on the date of submission of Proposal. X is the number of units of local currency (i.e. INR), equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect. Number of units of local currency (i.e. INR), equivalent to one unit of the currency of payment shall be as per the Exchange Rate (FBIL reference rate) published by Reserve Bank of India for the relevant date. This rate is available at the website of Financial Benchmarks India Pvt. Ltd. under the tab 'DATA AND METHODOLOGY'=> Data => Benchmark Data => Reference Rate; link: http://www.fbil.org.in/securities?op=referencerate&mq=o
6.3 (a) and (b)	Replace GCC 6.3 entirely with the following: 1. The Consultants, Sub Consultants and the Personnel shall pay the corporate income tax and personal income tax payable by them under the Contract and applicable laws. 2. The Client; a) shall effect Tax deduction at source (TDS) as per the applicable rates in respect of payments made to the Consultants; b) shall arrange to deposit the above TDS with the Government /Tax Authorities within the time stipulated under the relevant Act. Certificates evidencing such deposits shall be forwarded by the Client to the Consultants; 3. Service Tax is now replaced with Goods and Service Tax (GST). All the taxes including GST and any other local taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Personnel shall be borne by the consultant, sub-consultant & the Personnel.

6.4	The currency [currencies] of payment shall be the following: (i) [*name of foreign currency*] (ii) [*name of foreign currency*] (iii) [*name of local currency*] ***Note**: The currency(ies) shall be the same as in the Financial Proposal.*
6.5(a)	The Advance Payment shall be interest bearing with interest rate @2% above the discount rate of the central bank in the country of the currency of payments (on outstanding amount). The amount of the advance payment is: - 10% of the Contract amount in foreign currency; and - 10% of the Contract amount in local currency. The advance payment bank guarantees shall be in the amounts and in the currencies of the advance payment. The Advance Payment shall be made within 28 days after receipt and verification of advance payment bank guarantees. The advance payment along with interest will be set off by the Client in equal installments against the invoices for the 12 months from the **third** month from the month in which they have received advance payment until the advance payment has been fully set off. For the avoidance of doubt, it is clarified that if the Advance has been paid in the month of **July**, then recovery shall begin from the Invoice of the month of **October**.
6.5(e)	The accounts are: - for foreign currency: [*insert account*]. - for local currency: [*insert account*].
6.6	This clause is modified as below: 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 Consultant in this regard is received by the Client.
8.1	The time period for amicable settlement shall be 14 days (instead of 14 days).
8.2 (b)	Replace GCC 8.2 (b) with the following: **Contract with Consultants national of the Client's country** Dispute shall be settled by arbitration in accordance with the following provisions:

	I. Selection of Arbitrators Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: i) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. ii) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi. iii) If, in a dispute subject to Clause SC 8.2.(a)(ii), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. **II. Rules of Procedure** Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India. **III. Substitute Arbitrators** If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

	IV. Qualifications of Arbitrators The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute. **V. Miscellaneous** In any arbitration proceeding hereunder: i) Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI ii) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.] iii) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. iv) The maximum amount payable per Arbitrator in Arbitration clauses shall be as under:

S. No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental	Rs 20,000/-
4	Charges for publishing/	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed celling given below)	
	Traveling expenses	Economy class (by air), First class AC (by train) and AC Car (by road) Rs 15,000/- per day (in metro cities)
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

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

IV. Appendices

Appendices

Appendix A – Description of the Services

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

Details as per TOR.

Appendix B – Reporting Requirements

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

Please refer TOR

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

{List under;
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications, experience of Personnel to be assigned to work in India, and staff- months for each.
- C-2 Same information as C-1 for Key local Personnel.
- C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.
- C-4 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)

Please refer TOR

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

Appendix D – Remunerations Cost Estimate

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

Appendix E -Reimbursable Cost Estimate

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

Appendix F – Summary of Cost Estimate

Ref. Form FIN-2: Format of BOQ

List here under cost estimate in INR:

1. *Monthly rates for local Personnel (Key Expert 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 G –Services, Facilities and Property to be provided by the Client
(Duties of the Client)

Please refer TOR

Note: *See Clause GCC 5.1, GCC 5.4(a) and GCC 5.5(a). List the services, facilities and property and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided.*

Please refer Appendix G1 and Appendix G2.

Appendix G1 –Services, Facilities and Property to be made available to the Consultants by the Client

A. This Consultancy Package (Consultancy Package-3 of NH-54 in Mizoram) is to provide the Authority's Engineer Services for 3 Civil Contract Packages (Package-6, 7 & 8).

B. Following facilities for the Authority and the Authority's Engineer shall be provided by the Civil Work Contractors.

1. Facilities for the Authority and the Authority's Engineer to be provided by the Contractors of Civil Packages 6, 7 & 8

The facilities to be provided for the Authority and the Authority's Engineer, comprehending the Site Offices and Accommodation shall be as follows:

Table 1: Facilities for the Authority and the Authority's Engineer to be provided by the Contractors of Civil Package 6

Section	Package	Offices *(Note 1)*	Accommodation *(Note 2)*
			Staff
Phase-1 NH-54 Section 3	S3-1: Package 6	Core Office Type 1 Location: Lawngtlai	Team Leader (T/L): .....1 Other Key Experts .....7 Sub-Professional Staff .....7 Office Supporting Staff .....9 Authority (Central Team) 1

Table 2: Facilities for the Authority and the Authority's Engineer to be provided by the Contractors of Civil Package 7

Section	Package	Offices *(Note 1)*	Accommodation *(Note 2)*
			Staff
Phase-1 NH-54 Section 3	S3-2: Package 7	Site Office Type 2 Location: Zero pt.	Other Key Experts..... 2 Sub-Professional Staff..... 7 Office Supporting Staff ..... 4 Authority (Site Staff)..... 1

Table 3: Facilities for the Authority and the Authority's Engineer to be provided by the Contractors of Civil Package 7

Section	Package	Offices *(Note 1)*	Accommodation *(Note 2)*
			Staff
Phase-1 NH-54 Section 3	S3-3: Package 8	Site Office Type 2 Location: Maubawk	Other Key Experts ..... 2 Sub-Professional Staff ..... 7 Office Supporting Staff..... 4 Authority (Site Staff) 1

Note (1): Site Office: The layout shall be prepared by the Contractor and submitted for review and approval by the Authority's Engineer/ Authority. The locations shown in this table are tentative and shall be confirmed by the Authority's Engineer/ Authority.

Note (2): Accommodation: Depending upon the Authority's Engineer/ Authority's acceptance, rental of existing buildings will be allowed depending the proximity of the works to the nearby cities or towns, and comfortability.

1.1 Site Office for the Authority and the Authority's Engineer

1.1.1 Construction of Site Offices

The basic layout of each site office shall be prepared by the Contractor and submitted to the Authority's Engineer for review and respective acceptance.

The building shall comply with India's applicable specifications for architectural and structural works for buildings.

a. Basic Layout

The layout shall be prepared in accordance with the number of staff shown in above Table-1 to Table 3 to accommodate properly the following (note: the plan area shown below is the minimum requirement to be considered):

(1) Core Office – Office Type 1: (to be located nearby Lawngtlai by Civil Contractor of Package-6)

- Minimum Area: 450 sqm

  (i) One office room for Team Leader .....25 sqm

  (ii) One office room for the Authority's representative .....25 sqm

  (iii) One office room for Other Key Experts..... ……50 sqm

  (iv) One office room for Sub-Professional Staff..... 50 sqm

(v) One Meeting/Conference Room ..... 40 sqm

(vi) One reception/administration office room ..... 50 sqm

(vii) One office room for working tables ..... 50 sqm

(viii) A kitchen (Pantry) plan area well equipped with sink, draining board, cupboards, shelving, etc. ..... 20 sqm

(ix) Male (3) and Female (1) toilets with shower and wash-hand basin facilities for the sole use of the Authority's representative, International Experts, National Experts, and administration staff (office manager and secretaries) ..... 4 units

(x) Male (2) toilets for Sub-Professional and Supporting staff ..... 2 units

(xi) Corridor for connecting all rooms (approx..60 sqm) .....2m width

(xii) Parking for the vehicles used by the Authority's Engineer and visitor's vehicles ..... 12 veh.

(2) Site Office – Office Type 2: (total 2 no. one each to be provided by Package-7 nearby Zero pt. and Package-8 nearby Maubawk)

- Minimum Area: 270 sqm (for each site office type 2)

(i) One office room for Resident Engineer 20 sqm

(ii) One office room for the Authority's representative 25 sqm

(iii) One office room for experts visiting the Site or meetings for coordination 30 sqm

(iv) One office room for National Experts 40 sqm

(v) One office room for Sub-Professional Staff 60 sqm

(vi) One reception/administration office room 40 sqm

(vii) A kitchen (Pantry) plan area well equipped with sink, draining board, cupboards, shelving, etc. 12 sqm

(viii) Male (1) and Female (1) toilets with shower and wash-hand basin facilities for the sole use of the Authority's representative, International Experts, National Experts, and administration staff (office manager and secretary) ……2 units

(ix) Male (2) toilets for Sub-Professional and Supporting staff …2 units

(x) Corridor for connecting all rooms (approx..20 sqm) ……1.50 m width

(xi) Parking for the vehicles used by the Authority's Engineer and visitor's vehicles 6 veh.

b. Basic Requirements

(i) The Contractor shall, not later than 7 days after the starting date, submit full details of the Design Drawings to the Authority's Engineer, including floor plans, elevations, construction principles and materials, before commencing the erection of the facilities.

(ii) The Contractor shall be responsible for raising the ground (if necessary), grading and drainage in the vicinity of the building(s), with suitable access and walkways. The Contractor shall construct a covered hard-standing parking area, for the exclusive use of the Authority's Engineer and his visitors and respective access road to the parking area. The access road shall be paved and hard enough in order to be transited even during heavy rains. Outside lighting shall be installed around the buildings and the parking area, and appropriate signs shall be erected to indicate the purpose of the facilities.

(iii) All facilities shall conform to current fabrication standards for the required types. The facilities described above shall represent the minimum requirements. The Contractor shall provide all additional incidentals and necessary items, so that the facilities will be completely adequate and satisfactory in every respect for their intended use. Painting both the exterior and the interior shall be as agreed with the Authority's Engineer.

(iv) The building shall be complete with all services connected with clean water supply by water bowser (including elevated water tank and the tower for capacity of 3,000 liters for Office Type 1 and of 2,000 liters for Office Type 2), electricity and sewerage. Each room shall be provided with at least four electrical outlet sockets. All power shall be 220V-240V, 50Hz except where otherwise agreed by the Authority's Engineer. All rooms shall be illuminated by fluorescent lighting. Each toilet shall be provided with a flushing toilet and warm water hand washing and shower facilities and extractor fans.

(v) Telephone services (minimum 3 telephone lines and 6 extension lines for Office Type 1 and minimum 1 telephone line and 3 extension lines for Office Type 2 completed with equipment for the office), including international direct dialing shall be provided. In addition, extra lines shall be provided for facsimile and internet connections. Each office shall be equipped with a telephone connected to the main reception telephone.

(vi) Offices and meeting rooms shall be air-conditioned. The air-conditioning may be either individual units or a central ducted system and shall be adequate to maintain temperature of not more than 24°C (dry bulb) at a relative humidity of 50% during the hottest season of the year. The noise level of the air-conditioning while working should be sufficiently low to allow normal voice level discussions to take place.

(vii) Office rooms shall be capable of providing at all times environmental conditions suitable for the operation of specified electronic office equipment.

(viii) The building shall be weather proof, fire protected, heat-insulated and secured. Windows shall give adequate light and ventilation and be protected with metal mosquito-proof gauze and have security bars and Venetian, or other approved sun blinds. Ceiling height above the floor level shall be at least 2.75 m. All internal walls shall be sound insulated. Floors shall be PVC tile covered. In toilets and other washing areas the floors shall have drains to assist cleaning.

1.1.2 Maintaining and Servicing of the Offices

(i) The construction of the new office building for the Authority's Engineer shall be completed within 60 days since the date of commencement of the Contract and shall be equipped and maintained by the Contractor to the satisfaction of the Authority's Engineer until 3 months after the issue of a Completion Certificate for the Works or such earlier time as instructed by the Authority's Engineer whereupon the furniture shall be removed and any internal partition walls modified as required by the Authority's Engineer.

(ii) The Contractor shall provide all laborers, materials and equipment for maintaining and cleaning offices, furniture and fittings. The Contractor shall replace and/or restore, as directed, any facilities or parts thereof that become damaged, worn out, lost or stolen. The Contractor shall provide an adequate stock of all expendable and consumable items including refreshments, clean water supply and drinking water, paper towels, toilet rolls, soaps, washing up liquid, brooms/mops and shall ensure proper and continuing functioning of all components and parts of the facilities during the contract period.

(iii) The Offices shall be provided with waste disposal material and these shall be emptied and disposed of daily by the Contractor.

1.1.3 Equipment and Expenses for Running-Off the Offices

The Contractor shall provide the following furniture and equipment to be used by the Authority's Engineer at Site.

Table: Furniture and Equipment for Site Offices (each office)

Item	Unit	Quantity	Remarks
Refrigerator (deodorizer and no-frost system)	unit	1	Office Type 1: 300liters' minimum capacity; Office Type 2: 150 liters' minimum capacity
Water Dispenser (19 liters capacity including bottles and 6 spares bottles/gallon)	set	2 1	Office Type 1 Office Type 2
Electric Kitchen Stove	unit	1	Size and model shall be discussed
Electric Kettle	unit	1	
Diesel Generator Set	unit	1	Office Type 1: 125 KVA Office Type 2: 60 KVA

1.2 Accommodation for the Authority and the Authority's Engineer Staff

1.2.1 Temporary Accommodation (initial period)

(1) General

(i) Immediately after the date for Commencement of Works, during the first 3 months or until the permanent installations are prepared and approved, the Contractor shall provide rented houses as per the accommodation for all staff of the Authority's Engineer.

(ii) The accommodation shall be equipped with security grilles and mosquito netting, and shall be fully furnished and equipped with new items by the Contractor to the satisfaction of the Authority's Engineer, including curtains, linen, blankets, glassware, cutlery, crockery and kitchen utensils.

(iii) Each house shall be wired to permit the use of standby generators as well as mains for the supply of electricity. The generators shall be fitted with automatic starting switchgear if so directed by the Engineer. Covered, hard standing areas for positioning generators and storing fuel shall be provided.

(iv) Each house designated for the Engineer's International Experts and National Experts shall be provided with one telephone line and internet connection. Telephone installation shall be made by the Contractor but the cost of calls shall be paid by the Authority's Engineer staff.

(v) Each house shall be provided with a TV (including cable and satellite connection). The installation shall be made by the Contractor but the cost of calls shall be paid by the Authority's Engineer staff.

(vi) Each house shall be provided with hot and cold water in the kitchen and the bathrooms.

(vii) The Contractor shall provide watchmen for security purposes to the approval of the Authority's Engineer.

(viii) The accommodation shall be available and ready for occupation within the number of days approved by the Authority's Engineer after the Commencement Date.

(ix) In the event that the Contractor fails to provide the required accommodation within the time specified or subsequently agreed by the Authority's Engineer, the Contractor shall provide, at no cost to the Client, suitable hotel accommodation until such time as the accommodation is ready for occupation.

(x) When a house is no longer required by the Authority's Engineer, all furniture, fittings and equipment provided by the Contractor for that house shall become the property of the Contractor.

(2) Housing Types

(a) House for the Authority near to Core Office (Central Team: 1 per 1 person) (To be provided by the Contractor of Civil Package 6)

One detached house, internal floor area approximately 100sqm comprising 1 x sitting room, 1 x dining room, 1 x bedroom with attached bathrooms, 1 additional bathroom, 1 x kitchen, 1 x office, 1 x veranda. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a garage for one vehicle and a fully equipped room with attach bathroom for servant shall be provided.

(b) House for the Authority near to Core Office (Site Staff: 1 per 1 person) (To be provided by the Contractor of Civil Package 6)

One detached house, internal floor area approximately 80sqm comprising 1 x sitting room, 1 x dining room, 1 x bedroom with attached bathrooms, 1 x kitchen. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a garage for one vehicle and a fully equipped room with attach bathroom for servant shall be provided.

(c) Team Leader (Authority's Engineer) (To be provided by the Contractor of Civil Package 6)

One detached house, internal floor area approximately 100sqm comprising 1 x sitting room, 1 x dining room, 1 x bedrooms, 1 x bathrooms, 1 x kitchen, 1 x office, 1 x veranda. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a garage for one vehicle and a fully equipped room with attach bathroom for servant shall be provided.

(d) Other Key Experts-two nos. detached houses (1 per 3 expert) (To be provided by the Contractor of Civil Package 6); and for Authority/ Other Key Experts- (1 per 3 experts) (One detached house to be provided by the Contractors of Civil Packages 7 and 8 each)

Each detached house, internal floor area approximately 100sqm comprising 1 x sitting room, 1 x dining room, 3 x bedroom with attached bathrooms, 1 x kitchen. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a fully equipped room with attach bathroom for servant shall be provided with each detached house.

(e) Sub-Professional Staff (1 per 7 persons) (One detached house to be provided by the Contractors of Civil Packages 6, 7 and 8 each)

Each detached house, internal floor area approximately 130sqm comprising 1 x sitting room, 1 x dining room, 7 x bedroom, 2 x bathroom, 1 x kitchen. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a fully equipped room with attach bathroom for servant shall be provided with each detached house.

(f) Office Supporting Staff (1 per 4 persons) (One detached house to be provided by the Contractors of Civil Packages 6, 7 and 8 each)

Each detached house, internal floor area approximately 80sqm comprising 1 x sitting room, 1 x dining room, 4 x bedroom, 1 x bathroom, 1 x kitchen. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a fully equipped room with attach bathroom for servant shall be provided with each detached house.

(g) Secretary or Ladies Staff (1 per 3 persons) (One detached house to be provided by the Contractors of Civil Packages 6, 7 and 8 each)

Each detached house, internal floor area approximately 80sqm comprising 1 x sitting room, 1 x dining room, 3 x bedroom, 1 x bathroom, 1 x kitchen. Split type air-conditioners to the sitting room, dining room and bedrooms. Moreover, a fully equipped room with attach bathroom for servant shall be provided with each detached house.

Note: (1) Area for each servant room with attach bathroom aggregate (approx. 15 sqm) shall be in addition to area mentioned above.

Note: (2) During Defect Liability Period the requirement shall be reduced upto (a), (c), (e) and (g) only for Civil Contract Package 6 and upto (d), (f) and (g) only for Civil Packages 7 and 8 each, which may be utilized by the Authority/ Authority's Engineer as per need.

(3) Maintenance

(i) The Contractor shall be responsible for supplying all utilities, including electricity (whether by mains or generator), water, timber for open fires, drainage and telephone services, and shall meet the cost of these services, except the cost of telephone calls.

(ii) The Contractor shall maintain the accommodation, and all furniture, fittings and equipment, whether supplied by him or not, in good repair and to the

satisfaction of the Authority's Engineer as long as such accommodation is occupied by the staff of the Authority's Engineer for the purposes of the Contract.

1.2.2 Construction of Houses for Accommodation (after lasted the initial period)

(i) The procedures and standards for construction approved for the construction of the Site Offices will be applied for the construction of houses for accommodation of the staff of the Authority's Engineer.

(ii) The layout and design of the houses shall maintain equivalency with the houses approved for the Initial Period.

(iii) The location and house type shall be submitted for review and approval to Authority's Engineer.

(iv) The Initial Period will be defined and proposed by the Contractor based on the approved Construction Programme but not later than 3 months or the period accepted by the Authority's Engineer.

Appendix G-2: Counterpart personnel to be made available to the Consultants by the Client.

NIL

Appendix H – FORM OF PERFORMANCE SECURITY

(PERFORMAMANCE BANK GUARANTEE)

(Clause-17 of TOR)

To

Address of Client:

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

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

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

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [amount of Guarantee] _____[in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____[amount of Guarantee] as aforesaid without your needing to prove or to show grounds _or reasons for your demand for the sum specified therein.

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs._____(Rs._____) and the guarantee shall remain valid till_____*(Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 17 of TOR)*. Unless a claim or a demand in writing is made upon us on or before _____all our liability under this guarantee shall cease.

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

Signature and Seal of the Guarantor _____In presence of

Name and Designation

_____

1.

(Name, Signature & Occupation)

Name of the Bank _____

Address _____

2._____

(Name &Occupation)

Date_____

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

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

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

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

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

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	SYNB0009062
4	Swift Code (For foreign Applicants)	SYNBINBB126
5	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
6	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

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

.

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

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

Ref: Bank Guarantee: _____

Date: _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Dated this _____day of __201___at____

WITNESS

_____

_____(signature)

(Signature)

_____

_____

(Name)

(Name)

_____

_____

_____

_____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No.

_____

Dated

_____

Strike out, whichever is not applicable.

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

1. *The stamp papers of appropriate value shall be purchased in the name of bank, who issues the "Bank Guarantee".*

2. *The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.*

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

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

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

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

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	SYNB0009062
4	Swift Code (For foreign Applicants)	SYNBINBB126
5	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
6	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

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

Appendix J - Letter of Award

Appendix K- Minutes of pre-bid meeting

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

between

_____

And

_____

Whereas the National Highways & Infrastructural Development Corporation Limited (NHIDCL) (the '**Client**) 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 Client as Authority's Engineer; and

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

(i) _____ will be the lead partner and _____ will be the other JV partner/s.

(ii) _____ (lead partner) shall be the in charge of overall administration of contract and shall be authorised representative of all JV partners for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Client/EPC Contractor if Consultancy work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Consultancy Services.

(iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each partner/s along with percentage sharing of cost of services shall be submitted to the Client (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead partner)

_____
Managing Director/Head of the Firm
Address

For_____ (Name of JV partner/s)

_____
Managing Director/Head of the Firm
Address

For_____ (Name of Associate Partner/s)

Appendix-M

BANK GUARANTEE FORMAT FOR BID SECURITY

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

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

Bank Guarantee:

Date:

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

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

SEALED with the Common Seal of the said Bank this _____day of _____ 201

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity,
   a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
   b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

we undertake to pay the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

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

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

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

DATE _____

SIGNATURE OF THE BANK _____
SEAL OF THE BANK _____
SIGNATURE OF THE WITNESS _____
Name and Address of the Witness _____

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

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

1. The stamp papers of appropriate value shall be purchased in the name of bank, who issues the "Bank Guarantee".

2. The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.

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

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

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

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

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	SYNB0009062
4	Swift Code (For foreign Applicants)	SYNBINBB126
5	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
6	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

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

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

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

Appendix –O

INTEGRITY PACT

As per Section 8 of RFP

Appendix P – Medical Certificate

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

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

Section 7. Eligible Source Countries of Japanese ODA Loans

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

Section – 8: INTEGRITY PACT FORMAT

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

INTEGRITY AGREEMENT

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

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 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}, (hereinafter referred to as- "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

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

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

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

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

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

Article 1: Commitments of the Principal/Owner

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

(a) No employee of the Principal/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/ Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/ Contractor/ Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/ Contractor(s)/ Consultant (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contract, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize the bidding process.

(c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/ Contract(s) will not use improperly for the purpose of competition or personal gain, or pass on the others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(f) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(h) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right

(1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ contractor(s) from the Tender process or terminate/determine the Contract, if already executed or executed or exclude the Bidder/ Contractor form future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.

(2) Forfeiture of EMO/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, as its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a

commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any state of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) It the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolutions.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) it is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the MD, NH1DCL.

(3) The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to ail Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub-contractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can submit non-binding recommendations in this regard. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the MD, NH1DCL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the MD, NH1DCL a substantiated suspicion of an offence under relevant IPC/PC Act and the MD, NHIDCL does not, within the reasonable time, takes visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word ‘Monitor’ would include both singular and plural.

Article 9- Legal and Prior Rights

All right and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses.

…… …….

(For and on behalf of Principal/Owner)

…… ……..

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. …….

(Signature, name and address)

2…….

(Signature, name and address)

Place:

Dated: