

CONSULTANTS

***STANDARD REQUEST FOR PROPOSALS
UNDER JAPANESE ODA LOANS***

SELECTION OF CONSULTANTS



***Japan International Cooperation Agency
(JICA)***

October 2012

version 1.1

Preface

This Standard Request for Proposals (SRFP) has been prepared by Japan International Cooperation Agency (JICA).

This SRFP is consistent with the Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012 and its use is **required** for the selection of Consultants to be financed, in whole or in part, by JICA under the aforesaid Guidelines. The use of this SRFP is also encouraged for the selection of Consultants under the Guidelines for the Employment of Consultants, published in October 1999 or March 2009, as this SRFP reflects recent best practices of public procurement and JICA's policy.

This SRFP can be used with the different selection methods described in the Guidelines, i.e., Quality-Based Selection (QBS), and Quality- and Cost-Based Selection (QCBS).

The structure and provisions of this SRFP are harmonized with the Standard Request for Proposals for Selection of Consultants of the Multilateral Development Banks, except where specific considerations within JICA have required a change.

If the user has questions regarding the use of this SRFP, the appropriate JICA's official should be consulted.

Summary Description

This Standard Request for Proposals (SRFP) includes selection procedures under the Quality-Based Selection method (Option A) and those under the Quality- and Cost-Based Selection method (Option B), as well as Conditions of Contract for Time-Based Contract (Annex I) and for Lump-Sum Contract (Annex II). These procedures and Conditions of Contract are to be chosen by the Client as appropriate to each circumstance. A brief description of this SRFP is given below.

Standard Request for Proposals

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to a shortlisted Consultant inviting it to submit a proposal for a consulting assignment. The LOI may include a list of all shortlisted Consultants to whom similar letters of invitation are sent. It specifies the selection method.

Section 2: Selection Procedures, Option A - QBS, Option B - QCBS Instructions to Consultants and Data Sheet

This Section includes two options, Option A for selection of Consultants based on the QBS and Option B for QCBS.

Each option consists of two parts: “Instructions to Consultants” and “Data Sheet.” “Instructions to Consultants” contains provisions that are to be used **without modifications**. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added.

This Section provides information to help shortlisted Consultants prepare their proposals. Information is also given on the submission, opening and evaluation of proposals, contract negotiation and award of Contract.

Section 3: Technical Proposal – Standard Forms

This Section includes the technical forms that are to be completed by the shortlisted Consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted Consultants, including the Consultant’s costing of its Technical Proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Terms of Reference (TOR)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; it provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

Section 6: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract, which is generally recommended, and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that **shall not be modified**, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions of Contract.

Section 7: Eligible Source Countries of Japanese ODA Loans

This Section contains information regarding eligible source countries under Japanese ODA Loans.

Notes for Users

The use of the Standard Request for Proposals (SRFP) published by JICA is **required** for the selection process of contracts to be financed by Japanese ODA Loans.

The SRFP has been prepared as standard documents, which shall be used without suppressing or adding text to the standard sections of the document to be used without modification, which are Section 2, Instructions to Consultants (Standard ITC), and Section 6, General Conditions of Contract (Standard GCC). **If the ITC and/or GCC of the Request for Proposals prepared by the Client contain modifications from the Standard ITC and/or Standard GCC included in the SRFP, JICA will not consider them valid and the Standard ITC and/or Standard GCC, as defined above, shall apply.**

Before preparing a Request for Proposal (RFP) for a specific assignment, the user must be familiar with the Guidelines, and must have chosen a method of selection and the most suitable contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The Notes on Time-Based/Lump-Sum Contracts indicate the circumstances in which their use is considered most appropriate.

All information and data particular to each individual contract and required by the Consultants in order to prepare responsive proposals must be provided by the Client, prior to issuing the RFP, in the Instructions to Consultants – Data Sheet (Section 2), the Terms of Reference (Section 5), the Special Conditions of Contract (Section 6), and the Eligible Source Countries of Japanese ODA Loans (Section 7). Unless specifically agreed with JICA, the Special Conditions of Contract shall not materially alter the provisions of the General Conditions of Contract.

The following directions should be observed when using the SRFP:

- (i) Specific details, such as the name of the Client, address for proposal submission, etc., should be furnished in the spaces indicated by italicized notes inside brackets.
- (ii) The footnotes, “boxed” notes and italicized notes in the standard documents, except those applying to forms to be filled out by Consultants or instructions for the Consultants, are not part of the Request for Proposals documents, but contain guidelines and instructions for the Client. Do not incorporate them in the actual Request for Proposals.
- (iii) Where alternative Clauses or texts are shown, select those which best suit the particular services and discard the alternative text which is not used.

The time allowed for preparing and submitting proposals should not be too short and should be adequate enough for Consultants to properly study the Request for Proposals and prepare complete and responsive proposals.

REQUEST FOR PROPOSALS

Selection of Consultants

for

[insert Name of Assignment]

Client: *[insert name of executing agency]*

Country: *[insert name of country]*

Project: *[insert name of project]*

Loan No.: *[insert number of Loan Agreement]*

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Section 1. Letter of Invitation

Notes on the Letter of Invitation

This Section is a template of a letter from the Client addressed to a shortlisted Consultant inviting it to submit a proposal for a consulting assignment.

The Letter of Invitation (LOI) may include a list of all shortlisted Consultants indicate only the number of shortlisted consulting firms. It specifies the selection method and requires the invited Consultants to inform the Client of their intention to submit a proposal.

Letter of Invitation

[if applicable, insert Invitation N°.....; Loan N°]
[insert Location and Date]

[insert Name and Address of Consultant]
Attention: Mr./Ms.:

1. The [insert name of Borrower] (hereinafter called “Borrower”) [select: has received or has applied for] financing from Japan International Cooperation Agency (JICA) toward the cost of [insert name of Project] (hereinafter called “the Project”).
2. The [insert name of Client] now invites proposals to provide the following consulting services: [insert name of the assignment]. More details on the services are provided in the Terms of Reference.
3. Your firm is one of [indicate the number]¹ Consultants being invited to present a proposal for consulting services.

[Optional text – This RFP has been addressed to the following shortlisted Consultants:
[insert List of Shortlisted Consultants] ²]

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under [insert Selection Method]³ and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.
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 Forms⁴
Section 5 – Terms of Reference
Section 6 – Standard Form of Contract
Section 7 – Eligible Source Countries of Japanese ODA Loans

¹ Prior to invitation, the Client shall prepare a Short List of Consultants to be invited to submit proposals. Such a Short List shall normally consist of not less than three and not more than five firms, in accordance with Section 3.04 of the Guidelines.

² For Joint Ventures and/or associations, the name and country of the lead firm or managing Joint Venture member and each of the other Joint Venture members and/or associate firms must be identified in this paragraph.

³ Normally QBS (Quality-Based Selection) or QCBS (Quality- and Cost-Based Selection).

⁴ Including “Instructions for preparing Financial Proposal Forms FIN-1 to FIN-5.”

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 alone or as a joint venture.

Address: *[insert address]*

Facsimile: *[insert facsimile number]*

E-mail: *[insert E-mail address]*

8. 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,
name,
title of Client's representative]*

Section 2.

Selection Procedures

Option A:
Quality-Based Selection
(QBS)

Section 2. Option A: QBS - Instructions to Consultants

Notes on Option A: QBS – Instructions to Consultants

Section 2. Option A: QBS - Instructions to Consultants provides the information necessary for Consultants to prepare responsive proposals in accordance with the requirements of the Client. It also gives information on proposal submission, opening and evaluation, and on the award of the Contract.

The use of the Standard Instructions to Consultants set forth in Section 2 of this Standard Request for Proposals (version 1.0) published by JICA in October, 2012 (hereafter referred to as “Standard ITC”), in all Request for Proposals financed by Japanese ODA Loans is **required**, and they shall be used without modifications. Any necessary changes, acceptable to JICA, to address country issues and assignment conditions specific to each contract shall be introduced only through the Data Sheet.

The Instructions to Consultants will not be part of the Contract.

Section 2. Option A: QBS - Instructions to Consultants

[Note to the Client: *The Instructions to Consultants governing all Consultants' QBS selection processes financed by Japanese ODA Loans are the Instructions to Consultants, Option A - QBS, Section 2 of the Standard Request for Proposals (SRFP) (version 1.0) published by JICA in October 2012.*

A copy of the Standard Instructions to Consultants may be attached to the Request for Proposals prepared by the Client for reference purposes only. If the Instructions to Consultants in the Request for Proposals prepared by the Client contain modifications from the Standard Instructions to Consultants, JICA will not consider them valid and the Standard Instructions to Consultants, as defined above, shall apply.

Instead of attaching a copy of the Standard Instructions to Consultants, the Client may use the following introductory text.]

The Instructions to Consultants governing this selection process are the “Instructions to Consultants, Option A - QBS, Section 2” of the Standard Request for Proposals (version 1.0) published by JICA in October 2012. Those Instructions to Consultants 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

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

Option A: QBS - Data Sheet

Paragraph Reference	
1. (b)	<p>The Applicable Guidelines are those published in _____.</p> <p><i>[Insert the date of issuance of the Guidelines applicable to this Contract (April 2012, March 2009 or October 1999).]</i></p>
1 (c)	<p><i>[Insert the country if it is other than the Client's country. Please note that the country of the Applicable Law in the contract form should then be the same.]</i></p>
2.1	<p>Amount of the Loan Agreement: _____</p> <p>Signed date of the Loan Agreement: _____</p> <p>Name of Project: _____</p>
2.2	<p>Name of the Client: _____</p>
2.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes ____ No ____</p> <p>Name of the assignment is: _____</p>
2.4	<p>A pre-proposal conference will be held: Yes ____ No ____ <i>[if yes, indicate date, time, and venue]</i> _____</p> <p>_____</p> <p>_____</p> <p>The Client's representative is: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p>
2.5	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____</p> <p><i>[list or state "N/A" if none]</i></p> <p>_____</p> <p>_____</p>
3.2	<p><i>[If not applicable, delete this Clause 3.2 of the Data Sheet.]</i></p>

4.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
6.3	Proposals shall be submitted in the following language: _____ [insert one of the following: Japanese, English, French, or Spanish]
7.1	Proposals must remain valid _____ [insert number: normally 90 days] days after the submission deadline date, i.e. until: _____ [insert date]
7.8(a)	The price of the Financial Proposal shall be adjusted by the following factor: [insert factor for adjustment] <i>[The local currency portion of the amounts payable under the Contract shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the amounts payable under the Contract shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
7.8(b)	The fixed portion of the price of the Financial Proposal shall be adjusted by the following factor: [insert factor for adjustment] <i>[The local currency portion of the fixed portion of the amounts payable under the Contract shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the amounts payable under the Contract shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
8.1	Clarifications may be requested by [insert date: normally 21 days before the submission deadline date.] The address for requesting clarifications is: _____ _____ Facsimile: _____ E-mail: _____
11.1(i)	Estimated numbers of man-months for Experts that must be shown on the Expert schedule are: [insert numbers] - International Experts: _____ man-months - Local Experts: _____ man-months - Total: _____ man-months

	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. However, all assignment-related costs other than the Consultant's remuneration should be listed below.]</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home office; (2) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route; (3) 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; (8) provisional sums; and (9) cost of such further items required for purposes of the Services not covered in the foregoing.
11.1 (ii) c	<p>Amount for provisional sums:</p> <p>- for foreign currency: <i>[insert amount and currency]</i>_____</p> <p>- for local currency: <i>[insert amount and currency]</i>_____</p> <p>Contingency amount:</p> <p>- for foreign currency: <i>[insert amount and currency]</i>_____</p> <p>- for local currency: <i>[insert amount and currency]</i>____</p>
11.2	<p><i>[If the Consultant, its Sub-consultants and Experts are not responsible for meeting all tax liabilities arising out of the Contract, in the Client's country, complete this Clause 11.2 of the Data Sheet.]</i></p>

11.2	“Information on the Consultant’s tax liabilities in the Client’s country can be found [<i>insert reference to the appropriate official source</i>].”																		
11.3	<p>The other international traded currency(ies) permitted are:</p> <p>(i) [<i>name of foreign currency</i>]</p> <p>(ii) [<i>name of foreign currency</i>]</p> <p>[<i>Insert international traded currencies other than the Japanese Yen.</i>]</p>																		
12.3	Number of copies of the Technical Proposal: [<i>insert number</i>]_____																		
12.5	<p>Time and date of the Proposal submission deadline:</p> <p>- Time: [<i>insert time</i>]_____</p> <p>- Date: [<i>insert date</i>]_____</p> <p>[<i>The interval from the date of the actual mailing of the RFP to the submission deadline shall be 45 to 60 days to allow the Consultants to prepare responsive Proposals.</i>]</p>																		
12.6	<p>Consultants must submit the original and all copies of the Technical Proposal, and the original Financial Proposal (if required under Clause 2.3 of the Data Sheet) to the Client to the following address: [<i>insert address</i>]</p> <p>_____</p> <p>_____ ,</p> <p>Proposals must be submitted no later than the following date and time: [<i>refer to Clause 12.5 of the Data Sheet above.</i>]</p> <p>_____</p>																		
14.2	<p>Criteria, sub-criteria, and point system for the evaluation are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Experience of the Consultants relevant to the assignment:</td><td></td></tr> <tr> <td> a) Experience of international projects of comparable size, complexity and technical specialty</td><td style="text-align: right;">[<i>insert points</i>]</td></tr> <tr> <td> b) Experience in developing countries under comparable conditions</td><td style="text-align: right;">[<i>insert points</i>]</td></tr> <tr> <td> c) Experience in Japanese ODA projects</td><td style="text-align: right;">[<i>insert points</i>]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (i):</td><td style="text-align: right;">[10 - 20]</td></tr> <tr> <td colspan="2">[<i>Considering circumstances particular to each individual project, the above sub-criterion (i) c) may be given more points.</i>]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td style="text-align: right;">[<i>insert points</i>]</td></tr> </tbody> </table>		<u>Points</u>	(i) Experience of the Consultants relevant to the assignment:		a) Experience of international projects of comparable size, complexity and technical specialty	[<i>insert points</i>]	b) Experience in developing countries under comparable conditions	[<i>insert points</i>]	c) Experience in Japanese ODA projects	[<i>insert points</i>]	Total points for criterion (i):	[10 - 20]	[<i>Considering circumstances particular to each individual project, the above sub-criterion (i) c) may be given more points.</i>]		(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[<i>insert points</i>]
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(i) Experience of the Consultants relevant to the assignment:																			
a) Experience of international projects of comparable size, complexity and technical specialty	[<i>insert points</i>]																		
b) Experience in developing countries under comparable conditions	[<i>insert points</i>]																		
c) Experience in Japanese ODA projects	[<i>insert points</i>]																		
Total points for criterion (i):	[10 - 20]																		
[<i>Considering circumstances particular to each individual project, the above sub-criterion (i) c) may be given more points.</i>]																			
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:																			
a) Technical approach and methodology	[<i>insert points</i>]																		

	<p>b) Work plan [insert points] c) Organization and staffing [insert points] Total points for criterion (ii): [20 - 50]</p> <p>(iii) Key Experts' qualifications and competence for the assignment:</p> <p>a) Team Leader [insert points] b) [insert position title and/or discipline as appropriate] [insert points] c) [insert position title and/or discipline as appropriate] [insert points] d) [insert position title and or discipline as appropriate] [insert points] e) [insert position title and/or discipline as appropriate] [insert points] f) [insert position title and/or discipline as appropriate] [insert points] Total points for criterion (iii): [30 - 60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [insert weight between 20 and 30%] 2) Adequacy for the assignment [insert weight between 50 and 60%] 3) Familiarity with the language and the conditions of the Country [insert weight between 10 and 20%] Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program (optional): <i>[Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, subject to JICA prior approval; the following sub-criteria may be provided]</i></p> <p>a) Relevance of training program [insert points] b) Training approach and methodology [insert points] c) Qualifications of Key Experts and trainers [insert points] Total points for criterion (iv): [0 – 10]</p> <p><i>[Support facilities and organization, or Proposal presentation can also be considered as optional evaluation criteria. However, normally, not to exceed 10 points.]</i></p> <p>Total points for the four criteria: 100</p> <p>The minimum technical score (St) required to pass is: _____ Points <i>[usually 70 points]</i></p>
15.1	Expected date and address for contract negotiations: <i>[insert date and address]</i> _____ _____
17.2	Expected date for commencement of consulting services _____ <i>[insert date]</i> at: _____ <i>[insert location]</i> _____

Option B:
Quality- and Cost-Based Selection
(QCBS)

Section 2. Option B: QCBS - Instructions to Consultants

Notes on Option B: QCBS – Instructions to Consultants

Section 2. Option B: QCBS - Instructions to Consultants provides the information necessary for Consultants to prepare responsive proposals in accordance with the requirements of the Client. It also gives information on proposal submission, opening, and evaluation, and on the award of the Contract.

The use of the Standard Instructions to Consultants set forth in Section 2 of this Standard Request for Proposals (version 1.0) published by JICA in October, 2012 (hereafter referred to as “Standard ITC”), in all Request for Proposals financed under Japanese ODA Loans is **required**, and they shall be used without modifications. Any necessary changes, acceptable to JICA, to address country issues and assignment conditions specific to each contract, shall be introduced only through the Data Sheet.

The Instructions to Consultants will not be part of the Contract.

Section 2. Option B: QCBS - Instructions to Consultants

[Note to the Client: *The Instructions to Consultants governing all Consultants' QCBS selection processes financed by Japanese ODA Loans are the Instructions to Consultants, Option B - QCBS, Section 2 of the Standard Request for Proposals (SRFP) (version 1.0) published by JICA in October 2012.*

A copy of the Standard Instructions to Consultants may be attached to the Request for Proposals prepared by the Client for reference purposes only. If the Instructions to Consultants in the Request for Proposals prepared by the Client contain modifications from the Standard Instructions to Consultants, JICA will not consider them valid and the Standard Instructions to Consultants, as defined above, shall apply.

Instead of attaching a copy of the Standard Instructions to Consultants, the Client may use the following introductory text.]

The Instructions to Consultants governing this selection process are the “Instructions to Consultants, Option B - QCBS, Section 2” of the Standard Request for Proposals (version 1.0) published by JICA in October 2012. Those Instructions to Consultants 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

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

Option B: QCBS - Data Sheet

Paragraph Reference	
1. (b)	The Applicable Guidelines are those published in _____. <i>[Insert the date of issuance of the Guidelines applicable to this Contract (April 2012, March 2009 or October 1999).]</i>
1 (c)	<i>[Insert the country if it is other than the Client's country. Please note that the country of the Applicable Law in the contract form should then be the same]</i>
2.1	Amount of the Loan Agreement: _____ Signed date of the Loan Agreement: _____ Name of Project: _____
2.2	Name of the Client: _____
2.3	Name of the assignment: _____
2.4	A pre-proposal conference will be held: Yes ____ No ____ <i>[If yes, indicate date, time, and venue]</i> _____ _____ _____ The Client's representative is: _____ Address: _____ Telephone: _____ Facsimile: _____ E-mail: _____
2.5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____ <i>[list or state "N/A" if none]</i> _____ _____ _____
3.2	<i>[If not applicable, delete this Clause 3.2 of the Data Sheet.]</i>
4.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
6.3	Proposals shall be submitted in the following language: _____ <i>[insert one of the following: Japanese, English, French, or Spanish]</i>

7.1	Proposals must remain valid _____ [<i>insert number: normally 90 days</i>] days after the submission deadline date, i.e. until: _____ [<i>insert date</i>]
7.8(a)	<p>The price of the Financial Proposal shall be adjusted by the following factor: [<i>insert factor for adjustment</i>]</p> <p><i>[The local currency portion of the amounts payable under the Contract shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the amounts payable under the Contract shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>
7.8(b)	<p>The fixed portion of the price of the Financial Proposal shall be adjusted by the following factor: [<i>insert factor for adjustment</i>]</p> <p><i>[The local currency portion of the fixed portion of the amounts payable under the Contract shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the amounts payable under the Contract shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>
8.1	<p>Clarifications may be requested by [<i>insert date: normally 21 days before the submission deadline date</i>].</p> <p>The address for requesting clarifications is: _____</p> <p>Facsimile: _____ E-mail: _____</p>
11.1 (i)	<p>Minimum numbers of man-months for Experts are:</p> <ul style="list-style-type: none"> - International Experts: _____ man-months - Local Experts: _____ man-months - Total: _____ man-months

	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. However, all assignment-related costs other than the Consultant's remuneration should be listed below.]</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home office; (2) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route; (3) 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; (8) provisional sums; and (9) cost of such further items required for purposes of the Services not covered in the foregoing.
11.1 (ii) c	<p>Amount for provisional sums:</p> <p>- for foreign currency: <i>[insert amount and currency]</i> _____</p> <p>- for local currency: <i>[insert amount and currency]</i> _____</p> <p>Contingency amount:</p> <p>- for foreign currency: <i>[insert amount and currency]</i> _____</p> <p>- for local currency: <i>[insert amount and currency]</i> _____</p>
11.2	<p><i>[If the Consultant, its Sub-consultants and Experts are not responsible for meeting all tax liabilities arising out of the Contract, in the Client's country, complete this Clause 11.2 of the Data Sheet; otherwise delete the Clause.]</i></p> <hr/> <p>"Information on the Consultant's tax liabilities in the Client's country can be found <i>[insert reference to the appropriate official source]</i>."</p>
11.3	<p>The other international traded currency(ies) permitted are:</p> <ol style="list-style-type: none"> (i) <i>[name of foreign currency]</i> (ii) <i>[name of foreign currency]</i>

	<i>[Insert international traded currencies other than the Japanese Yen.]</i>																												
12.3	Number of copies of the Technical Proposal: <i>[insert number]</i> _____																												
12.5	<p>Time and date of the Proposal submission deadline:</p> <p>- Time: <i>[insert time]</i>_____</p> <p>- Date: <i>[insert date]</i>_____</p> <p><i>[The interval from the date of the actual mailing of the RFP to the submission deadline shall be 45 to 60 days to allow the Consultants to prepare responsive Proposals.]</i></p>																												
12.6	<p>Consultants must submit the original and all copies of the Technical Proposal, and the original Financial Proposal to the Client to the following address: <i>[insert address]</i></p> <p>_____</p> <p>_____</p> <p>Proposals must be submitted no later than the following date and time: <i>[Refer to Clause 12.5 of the Data Sheet above.]</i></p> <p>_____</p>																												
14.2	<p>Criteria, sub-criteria, and point system for the evaluation are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Experience of the Consultants relevant to the assignment:</td><td></td></tr> <tr> <td> a) Experience of international projects of comparable size, complexity and technical specialty</td><td style="text-align: right;"><i>[insert points]</i></td></tr> <tr> <td> b) Experience in developing countries under comparable conditions</td><td style="text-align: right;"><i>[insert points]</i></td></tr> <tr> <td> c) Experience in Japanese ODA projects</td><td style="text-align: right;"><i>[insert points]</i></td></tr> <tr> <td style="text-align: right;">Total points for criterion (i):</td><td style="text-align: right;"><i>[10 - 20]</i></td></tr> <tr> <td colspan="2"><i>[Considering circumstances particular to each individual project, the above sub-criterion (i) c) may be given more points.]</i></td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td style="text-align: right;"><i>[insert points]</i></td></tr> <tr> <td> b) Work plan</td><td style="text-align: right;"><i>[insert points]</i></td></tr> <tr> <td> c) Organization and staffing</td><td style="text-align: right;"><i>[insert points]</i></td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;"><i>[20 - 50]</i></td></tr> <tr> <td>(iii) Key Experts' qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Team Leader</td><td style="text-align: right;"><i>[insert points]</i></td></tr> </tbody> </table>		<u>Points</u>	(i) Experience of the Consultants relevant to the assignment:		a) Experience of international projects of comparable size, complexity and technical specialty	<i>[insert points]</i>	b) Experience in developing countries under comparable conditions	<i>[insert points]</i>	c) Experience in Japanese ODA projects	<i>[insert points]</i>	Total points for criterion (i):	<i>[10 - 20]</i>	<i>[Considering circumstances particular to each individual project, the above sub-criterion (i) c) may be given more points.]</i>		(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	<i>[insert points]</i>	b) Work plan	<i>[insert points]</i>	c) Organization and staffing	<i>[insert points]</i>	Total points for criterion (ii):	<i>[20 - 50]</i>	(iii) Key Experts' qualifications and competence for the assignment:		a) Team Leader	<i>[insert points]</i>
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	<p>b) [insert position title and/or discipline as appropriate] [insert points] c) [insert position title and/or discipline as appropriate] [insert points] d) [insert position title and/or discipline as appropriate] [insert points] e) [insert position title and/or discipline as appropriate] [insert points] f) [insert position title and/or discipline as appropriate] [insert points] Total points for criterion (iii): [30 - 60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [insert weight between 20 and 30%] 2) Adequacy for the assignment [insert weight between 50 and 60%] 3) Familiarity with the language and the conditions of the Country [insert weight between 10 and 20%] Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program (optional): [Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, subject to JICA prior approval; the following sub-criteria may be provided]</p> <p>a) Relevance of training program [insert points] b) Training approach and methodology [insert points] c) Qualifications of Key Experts and trainers [insert points] Total points for criterion (iv): [0 – 10]</p> <p>[Support facilities and organization, or Proposal presentation can also be considered as optional evaluation criteria. However, normally, not to exceed 10 points.]</p> <p>Total points for the four criteria: 100</p> <p>The minimum technical score (St) required to pass is: _____Points [usually 70 points]</p>
14.4	<p>Expected date (month/year) for public opening of Financial Proposals: _____ [insert date (month/year)] at: _____ [insert location]</p>
14.6(i)	<p>The single currency for price conversion is: _____ The source of official selling rates is: _____ The date of exchange rates is: _____ [such date shall not be earlier than thirty (30) days prior to, nor later than, the date specified for opening of the Technical Proposals.]</p>
14.8	<p>Quality-Cost Ratio: _____ [insert ratio : normally 80:20] [In general, JICA and the Borrower will agree on Quality-Cost Ratio in appraisal by JICA. Quality-Cost Ratio of 90:10 may be chosen when quality is of primary importance.]</p>

15.1	Expected date and address for contract negotiations: [<i>insert date and address</i>] _____ _____
17.2	Expected date for commencement of consulting services _____ [<i>insert date</i>] at: _____ [<i>insert location</i>] _____

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 [Insert name of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

[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, 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

[Provide here a brief (two pages) description of the organization and general experience of the Consultant and, if applicable, each joint venture member for this assignment.]

B - Consultant's Experience

[Using the format below, 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. Use about 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of professional man-months provided by the joint venture members or Sub-consultants:
Name of joint venture member or Sub-consultants, if any:	
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name: _____

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

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

[illegible]

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

1. General

Position Title and No.	[e.g., K-1, TEAM LEADER] <i>[Note: Only one candidate shall be nominated to each position.]</i>
Name of Key Expert	[Insert full name]
Name of the Firm proposing the Key Expert	
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references*	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

*Contact information for references is required only for assignments during the last 3 years.

4. Membership in Professional Associations and Publications:

5. Language Skills (indicate only languages in which you can work): _____

6. Adequacy for the Assignment:**Detailed Tasks Assigned on Consultant's Team of Experts:**

[List major deliverables/tasks as in TECH- 5 in which the Expert will be involved]

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**7. Certification:**

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.

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

*[Signature of Key Expert or authorized representative of the firm]*⁵ Date: _____

Day/Month/Year

Full name of authorized representative: _____

⁵ This CV can be signed by an authorized representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the Key Expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Form TECH-7: Expert Schedule¹

	Name of Expert /Position / Category(International or Local)	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	Home	Field ^{3, 4}	Total	
Key Experts																		
ex.	Mr. XYZ Project Manager (International)	[Home]																
		[Field]																
1																		
2																		
n																		
													Subtotal					
Non-Key Experts																		
1		[Home]																
		[Field]																
2																		
n																		
													Subtotal					
													Total					

- 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 two (22) working days. One (1) working day shall be not less than eight (8) hours. National holidays and holidays are locally recognized days. [to be identified and confirmed at the contract negotiation]
- 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 [Loan No. and name of the Project] (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 Proposals⁶.

<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 decision.

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

⁶ The starting date should be revised to "appointment", if a consultant is selected through the Single-Source Selection method; or to “commencement of the actual selection process”, if the Borrower adopt a method other than QCBS, QBS, or Single Source Selection.

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 XX office

Tel:

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 Employer 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

Notes on Financial Proposal - Standard Forms

Section 4. Financial Proposal – Standard Forms provides Financial Forms that the Client shall include in its Request for Proposals. Consultants shall fill out these Forms and include them in their proposals.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under ITC 11.1. Forms FIN-1, FIN-2, FIN-3, and FIN-5, are to be used whatever the selection method indicated in Clause 5 of the Letter of Invitation is. However, Form FIN-4 shall only be used when the QBS method is adopted as detailed in Section 2 - Option A, ITC 15.7.

This Section 4 includes as well an Appendix providing instructions on how to fill out each specific Form.

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

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Form FIN-3: Remuneration.....	4
Form FIN-4: Breakdown of Remuneration (for QBS only).....	5
Form FIN-5: Breakdown of Reimbursable Expenses.....	6
Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5.....	7

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 [insert name of assignment] in accordance with your Request for Proposal dated [insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures¹].

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: _____

¹ Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes, which shall be confirmed during negotiations, and included in the Contract price.

Form FIN-2: Summary of Costs

Invitation No.:

Competitive Components:	US\$	JPY	Local Currency
-------------------------	------	-----	----------------

<i>Remuneration</i>	399,000	42,750,500	1,695,000
---------------------	---------	------------	-----------

<i>Reimbursable Expenses</i>	98,810		100,000
------------------------------	--------	--	---------

<i>Sub-Total</i> ¹	497,810	42,750,500	1,795,000
--------------------------------------	---------	------------	-----------

Non-Competitive Components:

<i>Provisional Sums</i> ²	158,500		
--------------------------------------	---------	--	--

<i>Contingencies</i> ^{2,3}	65,631	4,275,000	179,500
-------------------------------------	--------	-----------	---------

<i>Indirect Taxes Estimates</i> ⁴	49,781		10,000
--	--------	--	--------

<i>Sub-Total</i>	273,912	4,275,000	189,500
-------------------------	---------	-----------	---------

<i>Total</i>	771,722	47,025,500	1,984,500
---------------------	---------	------------	-----------

1 Indicate the aggregate costs, which are exclusive of local indirect taxes, to be fixed by the Client in each currency for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant sub-totals indicated in Form FIN-3 and Form FIN-5 provided with the Proposal.

2 The amounts provided for these items must correspond to the exact amount specified in the Data Sheet and these will be discussed during the contract negotiations.

3 In case that provisions on price adjustment are stated in the conditions of contract, contingencies for price escalation must be included in this item.

4 Indirect taxes to be discussed and finalized at the negotiations if the Contract is awarded.

Form FIN-3: Remuneration

Invitation No:

Key Experts

Name of Expert Position International/Local	Employment Field Rate	Home Ofc Rate			Sub-		Total
	Status ¹	Currency	(per mo)	Months	(per mo)	Months	
XXX Civil Engineer (International)	FT	USD	24,500	5	25,400	10	376,500
YYY Community Development Specialist (International)	OS	JPY	0	0	2,850,00	15	42,750,000
ZZZ Irrigation Specialist (International)	FT	EUR	23,500	20	24,500	50	1,695,000

Non-Key Experts

Expert	Employment Field Rate	Home Ofc Rate			Sub-		Total
	Status ¹	Currency	(per mo)	Months	(per mo)	Months	
AAA Irrigation Specialist (Local)		USD		0	1,500	15	22,500

¹ Full-time (FT) – employee of the lead firm or joint venture member or Sub-consultant; Other Source (OS) – an Expert provided by another source that is not a joint venture member or a Sub-consultant firm; Independent Expert (IP) – independent, self-employed Expert.

Form FIN-4: Breakdown of Remuneration (for QBS only)

Invitation No.:

				1	2	3	4	5	6	7	8	9	10
EXPERT				Basic Monthly Salary	Social Charges	Overhead	Sub-Total	Fee	Home Office Rate	Others ^{5/}	Field Rate /Month	Multiplier	Support Documents
Position	Firm ^{1/}	Type ^{2/}	Employment Status ^{3/}	Currency ^{4/}	Amount	Amount	Amount	Amount	/Month	Amount			
Full Name					% of 1	% of 1	(1+2+3)	% of 4	(4+5)	% of 1	(6+7)	(6/1)	

1/ Initials of firm, joint venture member or Sub-consultant (please indicate in the box, the firm represented by initials);

2/ K=Key Expert, NK=Non-Key Expert

3/ FT - Full time with firm or joint venture member or Sub-consultant

OS - Expert being provided by other source (other than lead firm or joint venture member or Sub-consultant)

IP - Independent, self-employed Expert

4/ Currency of the firm's country

5/ If applicable, please provide explanations.

INITIALS	FIRM NAME

CERTIFIED AS CORRECT

_____ :

Name _____ :

Position in Firm _____ :

Date _____ :

Form FIN-5: Breakdown of Reimbursable Expenses

Invitation No.:

<i>Foreign</i>	Unit	Currency	Unit Cost	Qty	Cost
<i>Per Diem</i>	Day	USD	135	90	12,150
<i>International Air Travel</i>					
London/Kabul: XXX	RT	USD	4,010	6	24,060
San Francisco/Kabul: YYY	RT	USD	3,500	6	21,000
Tokyo/Kabul: ZZZ	RT	USD	2,500	6	15,000
<i>Communications</i>	Month	USD	6,000	1	6,000
<i>Report Preparation, Production</i>	lump sum	USD	6,000	1	6,000
<i>Provisional sums</i>					
Equipment	lump sum	USD	150,000	1	150,000
<i>Local</i>	Unit	Currency	Unit Cost	Qty	Cost
<i>National Air Travel</i>	RT	USD	100	5	500
<i>Office Operations,</i>					
<i>LC (Office Supplies, Support Staff)</i>	Month	USD	350	6	2,100
<i>Supporting Staff</i>	Month	USD	4,000	3	12,000
<i>Provisional sums</i>					
Seminars	lump sum	USD	3,500	1	3,500
Workshops	lump sum	USD	5,000	1	5,000

Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5

- 1 Forms FIN-1 to FIN-4 must be completed and submitted to the Client in hard and soft copies, strictly in accordance with the instructions.
- 2 It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in the Data Sheet.
- 3 **Form FIN-1** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.
- 4 **Form FIN-2** Summary of Costs. Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 5 **Form FIN-3** Remuneration
 - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded 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 1/176th 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).
 - (ii) The following details shall be shown for each Expert:
 - a. Expert's name
 - b. Key or Non-Key Expert
 - c. International or Local Expert
 - d. Employment status
 - Regular full-time (FT) - employee of the Consultant or the Sub-consultant. [Refer to Form TECH-2, footnote 1 of Section 3].
 - Other source (OS) - an Expert being provided by another source which is not a Consultant or a Sub-consultant.
 - Independent Expert (IP) - independent, self-employed Expert.
 - e. Nominated position; same as that shown on Expert Schedule (Form TECH-7, Section 3).
 - f. Currency; currency or currencies in which payments are to be made to the Experts.
 - g. Home office rate; remuneration rate when the Expert is working in the Consultant's home country office.

- h. Field rate; remuneration rate when the Expert is working outside the Expert's home country.
- i. Months; number of months input to match that shown on the Expert Schedule (Form TECH-7, Section 3).

When QCBS is used, support documents relating to remuneration are not required, in general.

6 **Form FIN-4** Breakdown of Remuneration

Form FIN-4 shall only be used when QBS is used and full details showing how the remuneration rate was determined must be provided. These include basic salary, social charges, overhead fee and other special loadings to the basic salary that may be applicable, and these shall be shown in complete detail on Form FIN-4.

The following provides guidance as to the meaning of these terms.

- (i) **The Basic Monthly Salary** is the actual base salary payable on a regular basis by the Consultant, or its Sub-consultant to its regular full-time employee based on the employee's contract of employment with the firm. This is before any supplemental payments or any deductions are made to or from the salary. During contract negotiations, the Consultant will be required to provide certified copies of salary slips, contracts of employment or other relevant documents to be regarded as equivalent to the said documents to support salaries the Consultant shows in the Financial Proposal.
- (ii) **Social Charges** represent costs to the Consultant of specific employee benefits such as paid vacation, contributions to pension funds, insurance and similar costs directly attributable to the employee. These costs should be distinguished from the generalized overhead costs of the firm.
- (iii) **The Overhead Cost** represents the Consultant's normal overhead expense at the home office that is attributable to its consulting activity. The Consultant and its joint venture member or its Sub-consultant should each show one overall average percentage figure to be applied for all of their own experts who are regular full-time employees. In the case of independent individual Experts contracted from outside the Consultant's own regular full time employees, a suitably reduced overhead may be shown as a percentage of their contracted cost.
- (iv) **The Fee**, or profit to be earned by the Consultant is computed as a percentage of the summation of the basic monthly salary, the social charges and the overhead cost.
- (v) **Other Allowances** provide for inclusion of any other payment the Consultant is obligated in accordance with the Consultant's employment policies, to add to the Expert's home office basic monthly salary when the Expert is working outside its

home country. For such cases during contract negotiations the Consultant must provide a copy of the Expert's employment conditions showing the Consultant's obligation to make this payment. When this allowance is accepted by the Client, it is computed at a percentage of the Expert's basic salary and is not subject to social charges, overhead cost or fee additions. The maximum allowance the Client will accept is limited to 20 percent of the Expert's basic salary.

- (vi) **The Multiplier** shows the ratio between the home office rate per month and the basic monthly salary. These multipliers are subject to negotiation.
- (vii) **Support Documentation** in the form of salary slips, contract of employment or other relevant documents to be regarded as equivalent to the said documents to support basic salaries shown by the Consultant in the Financial Proposal and a copy of the Consultant's (or Sub-Consultant's) latest set of annual statement of income and expense will be required for review by the Client during contract negotiations. Annual statement should be a copy certified by an independent auditor.

7 **Form FIN-5** Breakdown of Reimbursable Expenses

- (i) The purpose of Form FIN-5 is to identify all reimbursable expenses in foreign and local currencies considered by the Consultant necessary to carry out the assignment. The cost of training of the Client's staff is identified, only if training is a major component of the assignment, specified as such in the TOR.
- (ii) All required reimbursable expense is an international or a local expense.
 - a. Type - whether the expense is an international or local expense.
 - b. Unit - type of unit (monthly, daily lump sum, etc.)
 - c. Currency - currency of expense
 - d. Per unit cost - unit rate for the item
 - e. Quantity - quantity of the item
- (iii) Per Diems
 - a. For International Experts, the weighted average per diems (i.e., one per diem rate for all locations) need to be computed (per diems are calculated on the basis of 30 days per calendar month). The per diem comprises room costs and subsistence allowance for meals and other similar expenses.
 - b. For Local Experts, when the Experts are required to work away from the Consultant's project office, the weighted average per diems (i.e., per diem rate for all locations) of the local Consultants calculated on the basis of 30 days per calendar month need to be shown.

(iv) International Travel

International travel costs will show the airfares needed by International 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 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 Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International 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 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".

(v) Miscellaneous Travel Expenses

A separate item "Miscellaneous Travel Expenses" should be shown 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.

(vi) 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.

(vii) 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.

STANDARD FORM A FOR QBS**BREAKDOWN OF SOCIAL CHARGES**

(As claimed in Form FIN-4 Column 2 and Shown
as a Percentage of Total Salary Cost of
Firm's Regular Professional Staff)

<u>Item Description</u>	<u>Reference</u> ¹	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> ²	<u>Comments</u>
-------------------------	-------------------------------	------------------------------------	--	-----------------

Total³

0.00%

¹ You may refer to an income statement or an equivalent financial report.

² An independent auditor should also certify these figures as correct.

³ This figure should correspond to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.

**ILLUSTRATIVE EXAMPLE OF COMPUTING
SOCIAL CHARGES (FORM A)**

BREAKDOWN OF SOCIAL CHARGES
(As claimed in Form FIN-4 Column 2 and Shown
as a Percentage of Total Salary Cost of
Firm's Regular Professional Staff)¹

Item Description	<u>Reference</u> ²	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u>	<u>Comments</u>
Statutory Holidays	n/a	n/a	3.84% ⁴	
Vacation Leave	n/a	n/a	7.69% ⁵	
Sick Leave	n/a	n/a	1.92% ⁶	
13 th month pay	IS (1)	1,605	0.74%	
Incentive pay	IS (2)	1,350	0.62%	
Retirement/Super-Annuation Fund	IS (3)	5,958	2.76%	
Social Security Contribution	IS (4)	3,670	1.70%	
Health and Medical Expense	IS (5)	2,025	0.94%	
Meal Allowance	IS (6)	1,826	0.84%	
Education/Training Benefits	IS (7)	1,675	0.77%	
	IS (T) ³	Total	<u>21.82%⁷</u>	

¹ Certified correct by an independent auditor.

² IS = income statement.

³ IS reference (T) = 216,131.

⁴ Example: 2 weeks/52 weeks = 3.84%.

⁵ Example: 4 weeks/52 weeks = 7.69%.

⁶ Example: 1 week/52 weeks = 1.92%.

^{3 7} Corresponds to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.

STANDARD FORM B

BREAKDOWN OF OVERHEAD COSTS (As claimed in Form FIN-4 Column 3 and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)

<u>Item Description</u>	<u>Reference</u> ¹	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> ²	<u>Comments</u>
		Total ³	0.00%	

¹ You may refer to an income statement or an equivalent financial report..

² Copies of the firm's recent annual statements of income and expense should support these figures, where relevant items of cost including the total basic salaries used in the computation can be shown. An independent auditor should also certify these figures as correct.

³ This figure should correspond to the total percentage for overhead cost claimed in FIN-4 Column 3 for the experts shown.

**ILLUSTRATIVE EXAMPLE OF COMPUTING
OVERHEAD COSTS (FORM B)**

BREAKDOWN OF OVERHEAD COSTS
(As claimed in Form FIN-4 Column 3 and Shown
as a Percentage of Total Salary Cost of
Firm's Regular Professional Staff)¹

<u>Item Description</u>	<u>Reference</u> ²	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u>	<u>Comments</u>
Amortization Expense	IS (A)	13,587	6.29%	
Depreciation Expense	IS (B)	12,097	5.60%	
Rent	IS (C)	24,000	11.10%	
Insurance Expense	IS (D)	9,594	4.44%	
Professional Fees	IS (E)	18,000	8.33%	
Light, Power and Water	IS (F)	19,521	9.03%	
Telephone/Communications Facilities	IS (G)	9,117	4.22%	
Travel and Transportation	IS (H)	11,726	5.42%	
Data Processing Costs	IS (I)	12,735	5.89%	
Federal/State Taxes and Licenses	IS (J)	1,814	0.84%	
Representation	IS (K)	12,503	5.78%	
Office Supplies	IS (L)	12,496	5.78%	
Advertising and Promotion	IS (M)	10,255	4.74%	
Repairs and Maintenance	IS (N)	7,891	3.65%	
Personnel Training and Development	IS (O)	5,145	2.38%	
Research and Development	IS (P)	8,675	4.01%	
Subscription Dues	IS (Q)	1,275	0.59%	
Membership Dues	IS (R)	4,600	2.13%	
Salary - Non-Billable/Administrative Staff	IS (S)	43,483	20.12%	
	IS (T)	Total ³	<u>110.34%⁴</u>	

¹ Certified correct by an independent auditor.

² IS – Income Statement.

³ Reference (T) = 216,131.

⁴ Corresponds to the total percentage for overhead cost claimed in FIN-4 column 3 for the experts shown.

Section 5. Terms of Reference

Notes on the Terms of Reference

Section 5. Terms of Reference (TOR) describes the scope of the Services, the objectives, goals, specific tasks required to implement the assignment, and the relevant background information of the Project. It provides details on the required qualifications of the key experts; and lists the expected deliverables.

This Section shall not be used to over-write provisions in Section 2.

The text below provides guidance to the Client for the preparation of the TOR that shall be included in the Request for Proposal. It should not appear on the actual TOR to be delivered to the shortlisted Consultants.

Section 5. Terms of Reference

1. The Background including the Project Summary

This section should provide a briefing on the country and sector profile, background, and rationale or necessity of the Project.

This section should also describe the goals/objectives, location and/or other geographical features and scope of the Project. It should detail all Project components including the outputs and inputs; thus, providing sufficient information for better understanding of the Consultant. Procurement packages will also be provided, if appropriate. The names of the related agencies (the Borrower, Executing Agency, supervising authority) and other relevant stakeholders (local governments, beneficiaries, NGOs etc.) should be stated.

2. The Consulting Services

2.1 The Objective of the Assignment

The objective of assignment may vary depending on the nature of the Project, stage of the Project cycle, etc. Irrespective of whether the Consultant is a firm or an individual, the TOR should describe the objective of the assignment clearly so as to be explicit to the Consultant. The title of the assignment should also represent the nature/contents of the assignment appropriately.

2.2 The Scope of the Work

This section describes the outputs required from the consulting firm or individuals, the required activities, the required inputs and the time frame for implementation. It should be noted that Consultants usually respond better to a more detailed definition of their assignments. The TOR should therefore provide the clearly defined outputs and the envisaged activities of the Consultant, in particular:

- *Define specific outputs required. In defining the output, consider how they relate to the purpose;*
- *For each output, define the inputs or envisaged activities;*
- *Determine whether surveys, special analyses or modeling will be required.;*
- *Define the range of power/authority delegated to the Consultant, if construction supervision is required;*
- *Identify the key issues that need to be addressed, including specific crosscutting issues in participation, poverty, gender, environment, safety, governance, institutional, financial, economic, cultural and social perspectives;*
- *Use “phase” headings to itemize the outputs, for example, inception phase, research and analysis phase, design phase, implementation phase, post-implementation phase, etc.*
- *Based on the envisaged outputs and activities, describe the key consulting inputs by discipline, individually;*
- *Assign the outputs and activities, individually to Key and Non-Key experts; and*

- *Describe particular responsibilities as required by the JICA's Consultant Guidelines, in relation to safety and project monitoring by JICA.*

2.3 The Expected Time Schedule

This section specifies the time frame for the assignment, clearly stating the deadlines and defining the phases, if appropriate. It will describe the starting date and the duration of consulting services, consultations with and participations of different stakeholders (government officials at the local level, beneficiary communities and NGO), the number of different locations to visit, availability of transport and the existing infrastructure, etc. The section may also provide information on the assignment divided into phases, if the phasing approach is considered effective to structure and monitor project implementation. Defining phases is particularly useful if the scope cannot be precisely defined when the TOR are first drafted. The TOR should show the estimated duration of each phase and should define the milestones, e.g. a report, a workshop, or analysis of a survey. A common approach is to require a report at the end of each phase

2.4 The Experience Required and Detailed Scope of Works for Experts

In addition, this section should describe the specific responsibility or assigned works for each of the Key Experts. It will describe in detail the outputs and activities individually with reference to the scope of work for the consulting firm or individuals described in Section 2.2 above.

Minimum qualification requirements for Key Experts (and any other requirements which will be used for evaluating the Key Experts) should be clearly specified.

2.5. The Reports and Documents

The TOR describe the reports and documents to be submitted by the Consultant, as well as the frequency of submission, number of copies and requirements to electronic submission (or CD-ROMs). The reports can include:

- *Inception report*
- *Progress report*
- *Interim report*
- *Draft final report*
- *Final report*
- *Special survey or study reports*

The requirements for progress reports should be sufficient to keep the project officers and the EA informed of the progress of the Project and services of the Consultant, but should not force the Consultant to spend excessive time preparing minor reports. In addition to these reports, depending on the type of services, the Consultant will be required to prepare the following documents as a part of tender assistance work:

- *Prequalification documents*
- *Prequalification evaluation reports*
- *Bidding documents*
- *Bid evaluation reports*

3. Client's input and Counterpart Personnel

This section describes the assistance the EA will provide to the Consultant. The assistance could include providing counterpart staff, office space, transportation, communication facilities (telephone, access to internet services), computers, survey equipment and relevant documents at the central, provincial and district level. The EA will also help provide necessary assistance so that the Consultant can obtain work permit, visa and other similar documents as well as exemption and privileges, if any. Make sure that counterpart funds are available to finance the EA's counterpart contribution.

Also, the contents should be consistent with GCC/SCC 5.1(g), 5.4(a) and 5.5(a).

4. Annexes to the TOR

It is common to include a Project location map and an organization chart. Available data and studies should also be listed up with a brief explanation on the contents of each of them. If those data and studies have been published/disclosed, it would be helpful to the Consultants to indicate how to obtain access to them. The Project implementation schedule may also be included, but the breakdown of the Project cost estimates is not normally provided.

Section 6. Standard Forms of Contract

[Italicized notes provide guidance to the borrower for the preparation of the RFP; they should not appear on the actual RFP to be delivered to the shortlisted Consultants.]

[Consultants will use one of the two JICA standard forms of contracts that are attached:

*Standard Form of Contract
Consultants' Services
Time-Based (Annex I)*

*Standard Form of Contract
Consultants' Services
Lump-Sum (Annex II)*

Circumstances under which these contracts are used are described in their prefaces.]

STANDARD FORM OF CONTRACT

ANNEX I.

Consultants' Services

Time-Based Contract

Section 6. Annex I: Time-Based Contract

Notes on Time-Based Contract

The Standard Contract for Consulting Services has been prepared by JICA, harmonized with the Standard Request for Proposals for Selection of Consultants prepared by the Multilateral Development Banks (MDBs). This Time-Based Contract Form is fit for use by borrowers of Japanese ODA Loans and their implementing and executing agencies (referred to hereinafter as Clients) when they hire a consulting firm (referred to hereinafter as the Consultant) for complex assignments for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the Services. Its use is **required** under the circumstances described below.

The Standard Contract consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices. Parties using this Standard Contract for Services financed by JICA should note that the General Conditions **must not be modified**.

A copy of the Standard General Conditions of Contract may be attached to the Requests for Proposals/Contracts prepared by the Client for reference purposes only. If the General Conditions of Contract in the Request for Proposals/Contracts prepared by the Client contain modifications from the Standard GCC, JICA will not consider them valid and the Standard GCC, as defined above, shall apply.

Any adjustment to meet project features should be made only through the Special Conditions of Contract. Clauses in the Special Conditions of Contract should be dealt with as specified in the notes in *italic* provided for the individual clauses.

Time-based contracts are recommended when the scope of the Services cannot be established with sufficient precision, or the duration and quantity of Services depends on variables that are beyond the control of the Consultant. This type of Contract is particularly appropriate for consulting services including supervision of the Project's Works construction. In time-based Contracts the Consultant provides Services on a timed basis, and the Consultant's remuneration is based on (i) agreed upon unit rates for the Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of Contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

CONTRACT FOR CONSULTANTS' SERVICES

Time-Based

Project Name: *[insert project name]*

Loan Agreement No.: *[insert loan number]*

Contract No.: *[insert contract number]*

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

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I. Form of Contract

TIME-BASED

[All notes should be deleted in final text]

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (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: Expert Schedule

- Appendix D: Remuneration Cost Estimates
- Appendix E: Reimbursable Cost Estimates
- Appendix F: Summary of Cost Estimates
- Appendix G: Services, Facilities and Equipment to be provided by the Client
- Appendix H: Form of Advance Payments Security
- Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
 - (c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed [amount] in foreign currency/currencies, and [amount] in local currency. Except as otherwise agreed between the Client and the Consultant:
 - (i) Foreign currency payments to the Consultant hereunder will be made in [currency/currencies];
 - (ii) Local currency payments to the Consultant hereunder will be made in [currency].
 - (d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix G as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenses not envisaged in the cost estimates in Appendices D and E.

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

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

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

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

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

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

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

[*Name of the member in charge*]

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

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

II. General Conditions of Contract

[Note to the Client: *The General Conditions of Contract governing all Time-Based Contracts financed by Japanese ODA Loans are the General Conditions of Contract for Time-Based Contract, Annex I-II, Section 6 of the Standard Request for Proposals (SRFP) (version 1.0) published by JICA in October 2012.*

A copy of the Standard General Conditions of Contract may be attached to the Requests for Proposals/Contracts prepared by the Client for reference purposes only. If the General Conditions of Contract in the Request for Proposals/Contracts prepared by the Client contain modifications from the Standard GCC, JICA will not consider them valid and the Standard GCC, as defined above, shall apply.

Instead of attaching a copy of the Standard GCC, the Client may use the following introductory text.]

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 1.0) 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

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

III. Special Conditions of Contract

Notes on Special Conditions of Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements linked to special circumstances of the country where the Project is to be executed, the Client and the assignment specific to each Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clauses in brackets { } are optional; all notes should be deleted in the final text.

Clause numbers in the SCC correspond to those in the GCC.

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	<p>The Applicable Guidelines are those published in _____.</p> <p><i>Note: Insert the date of issuance of the Guidelines applicable to this Contract (April 2012, March 2009 or October 1999.)</i></p>
{1.1 (b) and 1.3}	<p>The Contract shall be construed in accordance with the law of [insert country name, if different from the law in the Client's country. Otherwise, delete this Clause.]</p>
1.4	<p>The Contract shall be executed in: [insert one of the following: Japanese, English, French, or Spanish]</p>
1.6	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.8}	<p>The Lead Member is [insert name of member]</p> <p><i>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 .</i></p>

1.9	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
{2.1}	<p>The other effectiveness conditions are: <i>[insert conditions]</i></p> <p>The submission deadline for the advance payment security and the invoice is within <i>[insert number of days]</i> days.</p> <p>Note: <i>If there are no other effectiveness conditions or particular deadline for submission of the advance payment security, delete this Clause SCC 2.1.</i></p>
{2.2}	<p>The time period shall be <i>[insert time period if different from that stated in Clause GCC 2.2. Otherwise delete this Clause SCC 2.2]</i>.</p>
2.4	<p>The time period shall be <i>[insert time period, e.g.: thirty-six months]</i>.</p>
3.2.2	<p>The Consultant is not disqualified from providing goods, works or non-consulting services due to <i>[insert specific conditions, if any]</i>.</p>
{3.4 (e) (i)}	<p>The number of months shall be <i>[insert number, if different from that stated in Clause GCC 3.4 (e) (i). Otherwise delete this Clause SCC 3.4 (e)(i)]</i></p>
3.4 (e) (ii)	<p>The ceiling on Consultants' liability shall be limited to <i>[insert amount and currency of ceiling, e.g.: one million US\$]</i></p>
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or any Sub-consultants or their Experts, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country" at RFP Stage. However, the amount and currency shall be stated in the Contract]</i>;</p> <p>(b) professional liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p>Note: <i>The coverage shall be set at the Contract amount or 300</i></p>

	<p><i>million Japanese Yen, whichever is smaller.</i></p> <p>(c) employer'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</p> <p>(d) 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.</p> <p>Note: Delete what is not applicable.</p>
{3.8}	<p>Note: If the Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, choose one of the following options. If the Client is not entitled to future use of these documents, delete this Clause SCC 3.8.</p> <p>The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, [insert "with" or "without"] prior written permission of the Consultant.</p>
{5.1 (a) through (f)}	<p>Note: List here any changes or additions to Clause GCC 5.1. If there are no such changes or additions, delete this Clause SCC 5.1.</p>
{5.1(g)}	<p>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 5.1(g).</p>
6.1(b)	<p>The ceiling in foreign currency or currencies is: _____ [insert amount and currency for each currency]</p> <p>The ceiling in local currency is: _____ [insert amount and currency]</p> <p>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.</p>
{6.2(c)}	<p>Note: In order to adjust the remuneration for foreign and/or local inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months or if the foreign or local inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract for</p>

remuneration in foreign currency and – except if there is very high inflation in the Client's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency.

Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client's country.

A sample provision on adjustment is provided below for guidance:

1. Adjustment of remuneration

Payments for remuneration made in accordance with Clause GCC 6.2(a) in [Insert as appropriate "foreign and local" or "foreign" or "local" and delete the unnecessary paragraphs below, if any] currency(ies) shall be adjusted as follows:

- (a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D 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 the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

Note: Choose one of the formulae.

where:

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency].

- (b) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]*th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

Note: Choose one of the formulae.

where:

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in local currency;

I_f is the relevant index for salaries in the Client's country for the first month for which the adjustment is to have effect and;

I_{fo} is the official index for salaries in the Client's country for the month of the date of the Contract.

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for local currency]*.

2. Adjustment of reimbursable expenses

Payments for reimbursable expenses made in accordance with Clause GC 6.2(a) in *[Insert as appropriate "foreign and local" or "foreign" or "local" and delete the unnecessary paragraphs below, if any]* currency shall be adjusted as follows:

Reimbursable expenses pursuant to the rates set forth in Appendix E shall be adjusted every *[insert number]* months (and, for the first time, with effect for the reimbursable expenses in the *[insert number]*th calendar month after the date of the Contract) by applying the following formula for each of the currencies of payment under the Contract:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

Note: Choose one of the formulae.

	<p>where P is the adjusted reimbursable expenses, P_o is the reimbursable expenses payable on the basis of the rates set forth in Appendix E for reimbursable expenses, I is the relevant official index in the country of the currency for the first month for which the adjustment is to have effect and, I_o is the relevant official index in the country of the currency for the month of the date of the Contract.</p> <p>The Index I for each of the currencies of payment under the Contract shall be <i>[insert indices]</i>. <i>[These proxy indices shall be proposed by the Consultant, subject to acceptance by the Client.]</i></p>
{6.3 (a) and (b)}	<p><i>[This clause to be itemized and finalized at Contract negotiations]</i></p> <p><i>[The Client shall specify whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option]</i>:</p> <p>- “The Consultant, the Sub-consultants and the Experts shall be exempt from”</p> <p>OR</p> <p>- “The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts”</p> <p>OR</p> <p>- “The Client shall reimburse the Consultant, the Sub-consultants and the Experts”</p> <p>any 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 Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p>

	<p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and Experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country. <p>(e) any goods and services procured locally by the Consultant or Sub-consultants for the purpose of carrying out the Services.</p> <p><i>Note: Items/options which are not applicable should be deleted.</i></p>
6.4	<p>The currency [currencies] of payment shall be the following:</p> <ul style="list-style-type: none"> (i) [name of foreign currency] (ii) [name of foreign currency] (iii) [name of local currency] <p><i>Note: The currency(ies) shall be the same as in the Financial Proposal.</i></p>
6.5(a)	<p>The amount of the advance payment is:</p> <ul style="list-style-type: none"> - [insert amount and currency] in foreign currency; and - [insert amount and currency] in local currency. <p>The advance payment securities shall be in the amounts and in the currencies of the advance payment.</p>

	<p>The advance payment will be set off by the Client in equal installments against the invoices for the first <i>[insert number]</i> months of the Services commencing in the <i>[insert number]th</i> month until the advance payment has been fully set off.</p>
{6.5(b)}	<p>The Consultant shall submit to the Client itemized invoices at time intervals of <i>[insert number of months]</i>.</p> <p>Note: <i>Delete this Clause SCC 6.5(b) if the Consultant shall have to submit its itemized statements monthly.</i></p>
6.5(e)	<p>The accounts are:</p> <ul style="list-style-type: none">- for foreign currency: <i>[insert account]</i>.- for local currency: <i>[insert account]</i>.
{6.6}	<p>The interest rate is: ____ <i>[insert rate if different from three (3) percentage points above the discount rate of the central bank in the country of the currency of payment; otherwise delete this Clause SCC 6.6.]</i></p>

IV. Appendices

Notes on Appendices

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost estimates.

The Appendices shall be finalized and completed at negotiations of Contract.

The Acknowledgment of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans shall be attached to the Contract as one of the appendices.

Appendices

Appendix A – Description of Services

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B – Reporting Requirements

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

Appendix C – Expert Schedule

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

Appendix D – Remuneration Cost Estimates

Note: Insert Form FIN-3 of the Consultant’s Financial Proposal and finalize at the contract negotiations.

Appendix E –Reimbursable Cost Estimates

Note: Insert Form FIN-5 of the Consultant’s Financial Proposal and finalize at the contract negotiations.

Appendix F – Summary of Cost Estimates

Note: Insert Form FIN-2 of the Consultant’s Financial Proposal and finalize at the contract negotiations.

Appendix G – Services, Facilities and Property to be Provided by the Client

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

Appendix H – Form of Advance Payment Security

Note: See Clause GCC 6.5(a) and Clause SCC 6.5(a). The Client should insert here an acceptable form of an advance payment security. An example is set forth below.

Appendix I – 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 H – Form of Advance Payment Security Bank Guarantee for Advance Payment

_____ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])⁷ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the

⁷ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

Consultants have made full repayment of the amount of the advance payment, or on the ____ day of [month] [year] ⁸ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 ⁹.

[signature(s)]

Note: *All italicized text is to assist in preparing this form and shall be deleted from the final product.*

⁸ Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

⁹ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number

STANDARD FORM OF CONTRACT

ANNEX II.

Consultants' Services

Lump-Sum Contract

Section 6. Annex II: Lump-Sum Contract

Notes on Lump-Sum Contract

The Standard Contract for Consulting Services has been prepared by JICA, harmonized with the Standard Request for Proposals for Selection of Consultants prepared by the Multilateral Development Banks (MDBs). This Lump-Sum Contract Form is fit for use by borrowers of Japanese ODA Loans and their implementing and executing agencies (referred to hereinafter as Clients) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide Services paid on lump-sum basis. Its use is **required** under the circumstances described below.

The Standard Contract consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices. Parties using this Standard Contract for Services financed by JICA should note that the General Conditions **must not be modified**.

A copy of the Standard General Conditions of Contract may be attached to the Requests for Proposals/Contracts prepared by the Client for reference purposes only. If the General Conditions of Contract in the Request for Proposals/Contracts prepared by the Client contain modifications from the Standard GCC, JICA will not consider them valid and the Standard GCC, as defined above, shall apply.

Any adjustment to meet project features should be made only through the Special Conditions of Contract. Clauses in the Special Conditions of Contract should be dealt with as specified in the notes in *italic* provided for the individual clauses.

Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. However, delivery of services of intellectual and advisory nature is contingent in many ways upon actions by the Client. Conditions justifying use of lump-sum contract (i.e. proper and timely actions by the Client) are not frequently met. This is why, in practice, lump-sum contracts are rarely issued under Japanese ODA Loans.

Lump-sum price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports, drawings, or software programs.

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Project Name: *[insert project name]*

Loan Agreement No.: *[insert loan number]*

Contract No.: *[insert contract number]*

between

[name of the Client]

and

[name of the Consultant]

Dated:_____

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I. Form of Contract

LUMP-SUM

[All notes should be deleted in final text]

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist 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 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: Expert Schedule

Appendix D: Remuneration Cost Estimates
Appendix E: Reimbursable Cost Estimates
Appendix F: Summary of Cost Estimates
Appendix G: Services, Facilities and Equipment to be Provided by the Client
Appendix H: Form of Advance Payment Security
Appendix I: Acknowledgment of Compliance with Guidelines for the
Employment of Consultants under Japanese ODA Loan

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, 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) 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

[Note to the Client: *The General Conditions of Contract governing all Lump-Sum Contracts financed by Japanese ODA Loans are the General Conditions of Contract for Lump-Sum Contract, Annex II-II, Section 6 of the Standard Request for Proposals (SRFP) (version 1.0) published by JICA in October 2012.*

A copy of the Standard General Conditions of Contract may be attached to the Requests for Proposals/Contracts prepared by the Client for reference purposes only. If the General Conditions of Contract in the Request for Proposals/Contracts prepared by the Client contain modifications from the Standard GCC, JICA will not consider them valid and the Standard GCC, as defined above, shall apply.

Instead of attaching a copy of the Standard GCC, the Client may use the following introductory text.]

The General Conditions of Contract governing this Contract are the “General Conditions of Contract for Lump-Sum Contract, Annex II-II, Section 6” of the Standard Request for Proposals (version 1.0) 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

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

III. Special Conditions of Contract

Notes on Special Conditions of Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements linked to special circumstances of the country where the Project will be executed, the Client and the assignment specific to each Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clauses in brackets { } are optional; all notes should be deleted in the final text.

Clause numbers in the SCC correspond to those in the GCC.

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	<p>The Applicable Guidelines are those published in _____.</p> <p><i>Note: Insert the date of issuance of the Guidelines applicable to this Contract (April 2012, March 2009 or October 1999.)</i></p>
{1.1(b) and 1.3}	<p>The Contract shall be construed in accordance with the law of [insert country name, if different from the law in the Client's country. Otherwise, delete this Clause.]</p>
1.4	<p>The Contract shall be executed in [insert one of the following Japanese, English, French, or Spanish]</p>
1.6	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.8}	<p>The Lead Member is [insert name of member]</p> <p><i>Note: If the Consultant consists of a Joint Venture of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, delete this Clause SCC 1.8.</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>

{2.1}	<p>The other effectiveness conditions are: <i>[insert conditions]</i></p> <p>The submission deadline for the advance payment security and the invoice is within <i>[insert number of days]</i> days.</p> <p>Note: <i>If there are no other effectiveness conditions, or particular deadline for submission of the advance payment security delete this Clause SCC 2.1.</i></p>
{2.2}	The time period shall be <i>[insert time period if different from that stated in Clause GCC 2.2. Otherwise delete this Clause SCC 2.2].</i>
2.4	The time period shall be <i>[insert time period, e.g.: thirty-six months].</i>
3.2.2	The Consultant is not disqualified from providing goods, works or non-consulting services due to <i>[insert specific conditions, if any].</i>
{3.4 (e) (i)}	The number of months shall be <i>[insert number, if different from that stated in Clause GCC 3.4 (e) (i). Otherwise delete this Clause SCC 3.4 (e)(i)]</i>
3.4 (e) (ii)	The ceiling on Consultant's liability shall be limited to <i>[insert amount and currency of ceiling, e.g.: one million US\$]</i>
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or any Sub-consultants or their Experts, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country" at RFP Stage. However, the amount and currency shall be stated in the Contract];</i></p> <p>(b) professional liability insurance, with a minimum coverage of <i>[insert amount and currency];</i></p> <p>Note: <i>The coverage shall be set at the Contract amount or 300 million Japanese Yen, whichever is smaller.</i></p> <p>(c) employer's liability and workers' compensation insurance in</p>

	<p>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</p> <p>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services.</p> <p>Note: Delete what is not applicable.</p>
{3.8}	<p>Note: If the Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, choose one of the following options. If the Client is not entitled to future use of these documents, delete this Clause SCC 3.8.</p> <p>The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, [insert "with" or "without"] prior written permission of the Consultant.</p>
{5.1 (a) through (f)}	<p>Note: List here any changes or additions to Clause GCC 5.1. If there are no such changes or additions, delete this Clause SCC 5.1.</p>
{5.1(g)}	<p>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 5.1(g).</p>
6.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable]</p> <p>Any local indirect taxes chargeable in respect of this Contract for the Services provided by the Consultant are included in the Contract price.</p>
{6.2 (a) and (b)}	<p>[This clause to be itemized and finalized at Contract negotiations.]</p> <p>[The Client shall specify whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</p> <p>The Client warrants that [choose one applicable option]:</p> <p>- "The Consultant, the Sub-consultants and the Experts shall be exempt from"</p>

	<p>OR</p> <p>- “The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts”</p> <p>OR</p> <p>- “The Client shall reimburse the Consultant, the Sub-consultants and the Experts”</p> <p>any 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 Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and Experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p> <p>(e) any goods and services procured locally by the Consultant or</p>
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	<p>Sub-consultants for the purpose of carrying out the Services.</p> <p>Note: Items/options which are not applicable should be deleted.</p>
6.3	<p>The currency [currencies] of payment shall be the following:</p> <p>(i) [name of foreign currency] (ii) [name of foreign currency or currencies] (iii) [name of local currency]</p> <p>Note: The currency(ies) shall be the same as in the Financial Proposal.</p>
6.4	<p>The accounts are:</p> <p>- for foreign currency or currencies: [insert account] - for local currency: [insert account]</p> <p>Payments shall be made according to the following schedule:</p> <p>Note: (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.</p> <p>(a) Twenty (20) percent of the Contract Price shall be paid within twenty-eight (28) days after the receipt of the advance payment security and the invoice for advance payment.</p> <p>(b) Ten (10) percent of the lump-sum amount shall be paid within fifty-six (56) days after the receipt by the Client of the inception report.</p> <p>(c) Twenty-five (25) percent of the lump-sum amount shall be paid within fifty-six (56) days after the receipt by the Client of the interim report..</p> <p>(d) Twenty-five (25) percent of the lump-sum amount shall be paid</p>

	<p>within fifty-six (56) days after the receipt by the Client of the draft final report.</p> <p>(e) Twenty (20) percent of the lump-sum amount shall be paid within eighty-four (84) days after the approval by the Client of the final report.</p> <p>The payment for (b), (c) and (d) above can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same fifty-six (56) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>The payment for (e) above shall be deemed approved by the Client within eighty-four (84) days after receipt of the final report by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>(f) The advance payment security shall be released when the total payments reach fifty (50) percent of the lump-sum amount.</p> <p><i>Note: This sample clause should be specifically drafted for each contract.</i></p>
{6.5}	<p>The interest rate is: <i>[insert rate if different from three (3) percentage points above the discount rate of the central bank in the country of the currency of payment; otherwise delete this Clause SCC 6.5].</i></p>

IV. Appendices

Notes on Appendices

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost estimates.

The Appendices shall be finalized and completed at negotiations of Contract.

The Acknowledgment of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans shall be attached to the Contract as one of the appendices.

Appendices

Appendix A – Description of Services

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B – Reporting Requirements

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

Appendix C – Expert Schedule

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

Appendix D – Remuneration Cost Estimates

Note: Insert Form FIN-3 of the Consultant’s Financial Proposal and finalize at the Contract’s negotiations.

Appendix E – Reimbursable Cost Estimates

Note: Insert Form FIN-5 of the Consultant’s Financial Proposal and finalize at the Contract’s negotiations.

Appendix F – Summary of Cost Estimates

Note: Insert Form FIN-2 of the Consultant’s Financial Proposal and finalize at the Contract’s negotiations.

Appendix G – Services, Facilities and Property to be Provided by the Client

***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.*

Appendix H – Form of Advance Payment Security

***Note:** See Clause GCC 6.4 and Clause SCC 6.4. The Client should insert here an acceptable form of an advance payment security. An example is set forth below.*

Appendix I – 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 H – Form of Advance Payment Security Bank Guarantee for Advance Payment

_____ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])¹⁰ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at [name and address of Bank].

This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the total payments have reached fifty (50) percent of the lump-sum

¹⁰ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

amount, or on the ____ day of [month] [year]¹¹ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹².

[signature(s)]

Note: *All italicized text is to assist in preparing this form and shall be deleted from the final product.*

¹¹ Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

¹² As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Section 7. Eligible Source Countries of Japanese ODA Loans

[State the Eligible Source Countries specified in the Loan Agreement.]

ODA LOGO

Japan International Cooperation Agency

URL:<http://www.jica.go.jp>

E-mail:gltps-lp@jica.go.jp

Guidelines for the Employment of Consultants
under Japanese ODA Loans

March 2009

Japan International Cooperation Agency

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Part I

GENERAL

Section 1.01 Introduction

(1) “Guidelines for the Employment of Consultants under Japanese ODA Loans” are applicable to the ODA Loans provided by THE INCORPORATED ADMINISTRATIVE AGENCY-JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as “JICA”), under Clause (a), Item (ii), Paragraph 1, Article 13 of the ACT of THE INCORPORATED ADMINISTRATIVE AGENCY-JAPAN INTERNATIONAL COOPERATION AGENCY.

(2) For the efficient and proper preparation and implementation of projects financed in whole or in part by Japanese ODA Loans, most Borrowers of Japanese ODA Loans require the assistance of consultants. (In these Guidelines, the term "the Borrower" also refers to the Executing Agency of the project and the term "consultant(s)" means "consulting firm(s)").

(3) The purpose of these Guidelines is to indicate JICA's views as to the proper selection and employment of consultants and the full utilization of consultants' expertise, and to ensure their impartiality, and, in addition, to set forth general rules to be followed by Borrowers in their use of consultants. Main considerations in selecting consultants are quality, efficiency, transparency in the selection process and non-discrimination among eligible consultants for contracts. How these Guidelines are to apply to a particular project financed by Japanese ODA Loans is to be stipulated in the Loan Agreement between JICA and the Borrower.

Section 1.02 Need for Employment of a Consultant

In most cases, the need to employ a consultant will be established jointly by the Borrower and JICA and the Terms of Reference for their services will be drawn up, either prior to or in the course of the negotiations relating to the ODA Loan of JICA. At the same time, the two parties will agree on the approximate amount of funds required for such services and the schedule of selection of consultants.

Section 1.03 Responsibilities of the Borrower in Selection of a Consultant

The selection of a consultant for a project financed by Japanese ODA Loans is the responsibility of the Borrower.

Section 1.04 JICA's Files on Consultants

(1) JICA maintains files of information supplied by a number of consultants concerning their capability and experience.

(2) Information in JICA's files on consultants is available to the Borrowers who wish to review and assess the experience and qualifications of consultants they are considering for their projects. However, the information available in JICA's reference files is limited, and it is frequently necessary for JICA, or the Borrowers, to request additional detailed information from a particular consultant in order to form a judgment of its capability to carry out a specific assignment.

(3) The fact that JICA has been supplied with information about a consultant does not entitle that consultant to any contract to be financed by Japanese ODA Loans. Neither does it indicate that JICA endorses the consultant's qualifications in general, nor that JICA will accept the consultant's appointment for any specific project. JICA has no list of "approved" consultants.

Section 1.05 JICA's Review

(1) JICA may review the Borrower's selection procedures, documents and decisions. The Borrower shall submit to JICA, for JICA's reference, any related documents and information as JICA may reasonably request. The Loan Agreement will specify the extent to which review procedures will apply in respect of consulting services to be financed by Japanese ODA Loans.

(2) JICA does not finance expenditures for services provided by consultants who, in the opinion of JICA, have not been selected in accordance with the agreed procedures and JICA will cancel that portion of the Loan allocated to such services provided by consultants who have not been properly selected. JICA may, in addition, exercise other remedies under the Loan Agreement.

Section 1.06 Corrupt or Fraudulent Practices

(1) It is JICA's policy to require that consultants, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;

(a) will reject the result of evaluation of proposals if it determines that the consultant evaluated as the highest-ranked has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a consultant as ineligible, for period determined by JICA, to be

awarded a contract funded with Japanese ODA Loans if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA.

(2) This provision shall be stated in the Letter of Invitation and in the contract between the Borrower and the consultant.

Part II

CONSULTING SERVICES

Section 2.01 Types of Assignment

(1) In general, the services of consultants can be grouped into the following four broad categories:

(a) Preinvestment studies, including:

- i) determination of the relative priority to be accorded a project;
- ii) formation and comparison of alternatives, and recommendations as to which is the best;
- iii) general engineering layout and preliminary design of major structures;
- iv) estimates of costs, benefits and construction period;
- v) evaluation of economic and technical soundness, financial and commercial viability, suitability of organizational and managerial arrangements and social and environmental impact;
- vi) recommendations and/or implementation related to environmental and social matters, including implementation/review of environmental impact assessments; and
- vii) other recommendations concerning implementation of the project.

(b) Preparation services, including:

- i) detailed investigations and review of preinvestment studies;
- ii) preparation of detailed designs, specifications and contract documents;
- iii) pre-qualification of contractors, suppliers or manufacturers (hereinafter collectively referred to as “Contractor(s)”);
- iv) evaluation of bids and recommendations regarding award of contract; and
- v) recommendations and/or implementation related to environmental and social matters, including implementation/review of environmental impact assessments.

(c) Implementation services, including:

- i) supervision of construction work;
- ii) technical and administrative services for the implementation and management of the project; and
- iii) recommendations and/or implementation related to environmental and social matters, including environmental management, monitoring and

audit.

(d) Other services necessary for the project, including:

- i) assistance in the start-up of facilities and their operation for an initial period;
- ii) advisory services, in connection, for example, with development and sector planning and institution building;
- iii) assistance in implementation of recommendations, post-evaluation and impact studies of the project; and
- iv) other Borrower support services.

(2) Taking into account the advantages of continuity of basic technical approach, it is acceptable that functions (b), (c) and (d) above be carried out by the same consultant. If a consultant has already satisfactorily carried out function (a), it shall not be excluded from the short list for a consultant to carry out functions (b), (c) and (d) because of its prior involvement in the project.

Section 2.02 Responsibilities of Consultants

(1) Consultants are at all times to exercise all reasonable skill, care and diligence in the discharge of their duties. Consultants are responsible for the accuracy and completeness of their work.

(2) In all professional matters a consultant is to act as a faithful adviser to the Borrower. The Borrower may, however, in the case of supervision of work and/or management aspects, delegate to a consultant more or less authority to act on its behalf, from full responsibility to make final decisions as an independent engineer, to that of advisor to the client with less authority to make decisions. The nature of and the limits to such delegation of authority to the consultant, as well as the scope and the nature of the responsibilities which the consultant is to assume, shall be clearly defined in the Terms of Reference and in the contract between the Borrower and the consultant.

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

immediately between the Borrower and JICA. This provision shall be stated in the Terms of Reference and in the contract between the Borrower and the consultant.

Section 2.03 Competence of Consultants

In order to ensure the efficient and proper execution of the project as specifically required by the Loan Agreement, it is essential that consultants employed on projects financed by Japanese ODA Loans clearly possess the necessary competence.

Section 2.04 Impartiality of Consultants

In order to ensure that the goods and services used for projects financed by Japanese ODA Loans are suitable and their cost reasonable, and in order to ensure also that designs and specifications in no way limit JICA's requirements regarding competitive bidding, it is also essential that consultants employed on projects financed by Japanese ODA Loans shall be demonstrably impartial.

Section 2.05 Types of Consultants

(1) In general, consulting firms fall into one or more of the following categories:

- (a) Independent consulting firms;
- (b) Organizations of a public character (including public corporations and foundations) which also provide consulting services;
- (c) Firms which combine the functions of consultant with those of contractor, or which are associated with, affiliated to, or owned by contractors; and/or
- (d) Firms which combine the functions of consultant with those of manufacturer, or which are associated with, affiliated to, or owned by manufacturers.

(2) In line with Section 2.04, consulting firms in all categories of paragraph (1) of this Section employed by the Borrower to provide consulting services for the preparation related to procurement for or implementation of a project, and any of their associates/affiliates (inclusive of parent firms), shall be disqualified from working in any other capacity on the same project (including bidding relating to any goods and works for any part of the project), other than a continuation of the firm's earlier consulting services as further described in paragraph (2) of Section 2.01. Only in special cases and only with clear justification, and after taking into account all aspects and circumstances, may JICA and the Borrower agree to permit a firm and/or its associates/affiliates (inclusive of parent firms) to be invited to bid on a project financed by Japanese ODA Loans as a Contractor, when it is also employed on the same project

as a consultant.

(3) The provisions of paragraph (2) of this Section also apply to Contractors who lend, or temporarily second, their personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

Section 2.06 Monitoring by JICA

(1) The Borrower is responsible for supervising the consultant's performance and ensuring that the consultant carries out the assignment in accordance with the contract. Without assuming the responsibilities of the Borrower or the consultant, JICA may monitor the work as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data.

(2) As appropriate, JICA may take part in discussions between the Borrower and the consultant. However, JICA shall not be liable in any way for the implementation of the project by reason of such monitoring or participation in discussions. Neither the Borrower nor the consultant shall be released from any responsibility for the project by reason of JICA's monitoring or participation in discussion.

(3) This provision shall be clearly stated in the agreement between the Borrower and the consultant.

Part III

SELECTION PROCEDURES

Section 3.01 General

(1) JICA normally requires Borrowers to adopt the following procedures in the selection and employment of Consultants.

- (a) Preparation of a Short List of Consultants;
- (b) Preparation of the Request for Proposals;
- (c) Invitation to submit proposals;
- (d) Evaluation of proposals; and
- (e) Negotiation and conclusion of a contract.

(2) Should two or more consultants jointly submit a proposal for consulting services, the same procedures as outlined in this Part are to be followed.

(3) All documents relating to the selection and employment of consultants should be in one of the following languages, selected by the Borrower: Japanese, English, French or Spanish. If a language other than Japanese, English, French or Spanish is used in those documents, a full English text shall be incorporated in them and it shall be specified which is governing.

Section 3.02 Method of Selection

(1) The methods that are used for the selection of consultants under a loan shall be agreed by the Borrower and JICA before the start of the selection process.

(2) Quality- and Cost-Based Selection (QCBS), a method that takes into account the quality of the proposal and the cost of the services, is the commonly recommended method. However, for cases where QCBS is not the most appropriate, other methods of selection are applied.

(3) Quality-Based Selection (QBS) is a method based on evaluating only the quality of the technical proposals and the subsequent negotiation of the financial terms and the contract with the highest ranked consultant.

QBS should be applied only for the following types of assignments:

- (a) complex or highly specialized assignments for which it is difficult to define precise TOR and the required input from the consultants;
- (b) assignments where the downstream impact is so large that the quality of the service is of overriding importance for the outcome of the project (for example,

engineering design of major infrastructure);

(c) assignments that can be carried out in substantially different ways such that financial proposals maybe difficult to compare; and

(d) assignments including supervision of large and complex construction works for which it is particularly important to take safety measures.

(4) Single-source selection (SSS) shall be used only in exceptional cases. The justification for SSS shall be examined in the context of the overall interests of the Borrower and the project, and JICA's responsibility to ensure efficiency and transparency in the selection process and non-discrimination among eligible consultants for contracts. SSS may be appropriate only if it presents a clear advantage over competition:

(a) for tasks that represent a natural continuation of previous work carried out by the firm;

(b) in emergency cases, such as in response to disasters;

(c) for very small assignments; or

(d) when only one firm is qualified or has experience of exceptional worth for the assignment.

Section 3.03 Preparation of the Terms of Reference

(1) The first step in the engagement of a consultant is for JICA and the Borrower to agree on the need to use a consultant, on the Terms of Reference for its services, on the type of consultant to be employed and on the approximate amount of funds required for the consulting services.

(2) The Terms of Reference shall describe the scope of the consulting services in as much detail as possible, especially as regards alternative solutions the consultant is expected to explore in the course of its work and as to how much authority will be delegated to it to act on the Borrower's behalf. In addition, the Terms of Reference shall provide information on the background of the project, on the availability of relevant basic data* , on national and/or other standards and the specifications to be used in the design of the project, and on the conditions under which the work shall be performed. (See Annex I)

(3) In the case of projects classified into specific categories in accordance with the relevant environmental guidelines published by JICA, consulting services related to environmental consideration, such as those described in Section 2.01, shall be included in the scope. (See Annex I)

(4) Safety shall be emphasized in the implementation of the project. The

consulting services related to safety measures shall be specified, if necessary, in the Terms of Reference.

* Coverage, scale and accuracy of the available maps and aerial photographs, data on climate, hydrology and subsoil, facilities available (office space, housing, transportation, counterparts), etc.

Section 3.04 Preparation of Short List of Consultants

(1) Once JICA and the Borrower have agreed on the Terms of Reference for the consulting services required, as described in Section 3.03, the Borrower shall prepare a Short List of Consultants to be invited to submit proposals, taking into account the factors mentioned in Parts I and II. (See Annex II)

(2) Such a Short List shall normally consist of not less than three and not more than five consultants. There is usually little advantage in inviting more than five consultants to submit proposals, because with a larger number some are likely to be less interested and the quality of proposals is likely to suffer.

(3) Should the Borrower find it difficult to compile a satisfactory Short List of qualified consultants from the information available to it from its own past experience and other sources, JICA will, at the request of the Borrower, make available information on consultants, from which the Borrower may draw up its own Short List.

Section 3.05 Preparation of the Request for Proposals

(1) The Request for Proposals shall request consultants to cover at least the points specifically mentioned in the Terms of Reference.

The Request for Proposals shall also stipulate the details of the selection procedure to be followed, including the technical evaluation categories and an indication of the weight to be given to each.

(2) When QBS is applied, the Request for Proposals shall clearly state that the selection of the first consultant to be invited to negotiate a contract will be made solely on the basis of the ranking of the technical proposals.

(3) Since it is advisable that consultants invited to submit proposals be able to visit the country and the project site before submitting their proposals, the invitation shall, as a rule, allow 45-60 days from the date of the actual mailing of the Request for Proposals to the deadline for submission of proposals.

(4) The Request for Proposals shall also request consultants to notify the Borrower in writing within a specified time whether or not they intend to submit

proposals.

Section 3.06 Reference to JICA

The Request for Proposals shall normally refer to JICA using the following language:

“.....(name of Borrower).....has received (or where appropriate, ‘has applied for’) an ODA Loan from THE INCORPORATED ADMINISTRATIVE AGENCY-JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as “JICA”) in the amount of ¥_____toward the cost of (name of project, signed date of Loan Agreement), and intends to apply (where appropriate, ‘a portion of’) the proceeds of the loan to eligible payments under this contract. Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the ‘Guidelines for the Employment of Consultants under Japanese ODA Loans’. No party other than (name of Borrower) shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, (name of Borrower) will take appropriate measures for finance.”

Section 3.07 Sending of the Request for Proposals to Consultants

After preparing the Short List and the Request for Proposals in accordance with the provisions of the foregoing Sections, the Borrower shall invite all the consultants on the Short List to submit proposals by mailing to them the Request for Proposals.

Section 3.08 Evaluation of Technical Proposals

(1) Firms shall be required to submit technical and financial proposals in separate sealed envelopes at the same time. The financial proposals shall remain sealed until evaluation of the technical proposals is completed. When QBS is applied, a financial proposal can be requested to submit only to the highest-ranked consultant for contract negotiation.

(2) Proposals received by the Borrower in response to the invitation shall be evaluated in accordance with the criteria stipulated in the Request for Proposals concurred by JICA.

(3) Such criteria shall normally include:

(a)The consultant's general experience and record in the field covered by the Terms of Reference;

(b) The adequacy of the proposed approach, methodology and work plan; and

(c) The experience and records of the staff members to be assigned to the work.

(4) The relative importance of the three above-mentioned factors will vary with the type of consulting services to be performed, but in the overall rating of the proposals most weight shall normally be given either to the qualifications of the staff members to be assigned to the project or to approach and methodology, rather than to the fame or reputation of a firm.

(5) To assess the qualifications of the staff members to be assigned to the project, their curricula vitae shall be evaluated on the basis of the following three criteria:

(a) General qualifications (education, length of experience, types of position held, length of service with the firm, etc.);

(b) Suitability for the project (experience of performing the duties which will be assigned to them in the project); and

(c) Familiarity with the language and the conditions of the country in which the work is to be performed or experience in similar environments.

(6) In its evaluation of technical proposals, the Borrower shall use numerical ratings and prepare an evaluation report including a summary evaluation sheet (a sample is shown in Annex IV) as soon as possible. The evaluation report shall normally give detailed information on the following items, supplementing the summary evaluation sheet:

(a) Selection Committee or other similar organization, if any, responsible for the evaluation, and the domestic laws, ordinances or orders which govern the establishment and/or functioning of the Committee or other similar organization;

(b) Selection criteria and relative weight distribution, with reasons for adopting each criterion and the basis for deciding the weight distribution;

(c) Rating: reason for arriving at the rating given for each item for each firm.

(7) After the technical quality is evaluated, firms whose technical proposals did not meet the minimum qualifying score, or were considered non-responsive to the invitation requirements, will be advised and their financial proposals will be returned unopened.

Section 3.09 Public Opening of Financial Proposals

(Applicable only to QCBS)

(1) Firms that have secured the minimum qualifying technical score will be advised of the location, date, and time for opening of financial proposals.

(2) The name of the firms, the technical quality scores, and the proposed prices shall be announced, and recorded when the financial proposals are opened.

(3) For the purpose of evaluation, “cost” shall exclude local identifiable indirect taxes (all indirect taxes levied on the contract invoices, at National, State (or Provincial) and Municipal levels) on the contract and income tax payable to the country of the Borrower on the remuneration of services rendered in the country of the Borrower by non-resident staff of the consultant.

Section 3.10 Evaluation of Financial Proposals and Ranking of Proposals

(Applicable only to QCBS)

(1) The Borrower shall review the congruency of the technical and financial proposals, make adjustments as appropriate, and correct arithmetical or computational errors.

(2) The total score shall be obtained by weighting and adding the technical and financial scores; this will determine the overall ranking of the consultants’ proposals. The weight for the “cost” shall be chosen, taking into account the complexity of the assignment and the relative importance of quality. It shall normally be 20%.

Section 3.11 Contract Negotiations

(1) After evaluation of the proposals has been completed, the Borrower shall invite the highest-ranked consultant to enter on negotiations on the conditions of a contract between them. When QCBS is applied, proposed unit rates for remuneration shall not be altered since they have been factors in the selection process.

(2) When QBS is applied, discussions concerning costs and other financial matters shall be conducted only with a consultant who has been selected to be invited to enter on contract negotiations.

(3) If the two parties are unable to reach agreement on a contract within a reasonable time, the Borrower shall terminate the negotiations with the first consultant and invite the consultant who ranked second in the evaluation to enter on negotiations. The Borrower shall consult with JICA prior to taking this step. This procedure shall be followed until the Borrower reaches agreement with a consultant.

(4) While there should be some flexibility in work plans, staff assignment and

major work inputs which have been previously agreed on as appropriate for the assignment shall not be materially modified to meet a budget.

Section 3.12 Notification to Unsuccessful Consultants and Debriefing

(1) Promptly after completion of negotiations with the selected consultant, the Borrower shall notify the other consultants on the Short List that they have been unsuccessful.

(2) If any consultant who submitted a proposal wishes to ascertain the reasons why its proposal was not selected, such consultant should request an explanation from the Borrower. The Borrower shall promptly provide an explanation as to why its proposal was not selected.

Section 3.13 Information to be Made Public

(1) After a contract is determined to be eligible for JICA's financing, the names of all consultants who submitted proposals, the technical points assigned to each consultant, the offered prices of each consultant, the overall ranking of the consultants, the name and address of successful consultant concerning the award of contract, and the award date and amount of the contract may be made public by JICA.

(2) The Borrower shall have all provisions and measures necessary to ensure that the above information shall be available for being made public incorporated in documents related to selection, such as the Request for Proposals and contracts.

Section 3.14 Process to be Confidential

Except as may be required by law, no information relating to the evaluation of proposals and recommendations concerning awards shall be communicated to any persons not officially concerned with this process until a contract has been awarded to a consultant.

Part IV

CONTRACT

Section 4.01 General

The contract between the Borrower and the consultant shall be prepared in such detail as to adequately protect the interests of both parties to the contract. As a rule, the contract shall, inter alia, include the clauses outlined below.

Section 4.02 Scope of the Project and of the Consulting Services

(1) The contract shall describe in detail the scope and duration of the project and of the services to be rendered by the consultant.

(2) Consultants shall review the content of the plan for safety measures prepared by the Contractor for the project, if necessary.

Section 4.03 Duration of Contract

The contract shall specify the dates for the beginning and completion of the consultant's services.

Section 4.04 Conditions relating to Validity of Contract

The contract shall include a clause specifying on what conditions it will be valid.

Section 4.05 Responsibilities of the Parties

(1) The contract shall clearly describe the responsibilities of the Borrower and of the consultant and the relationship between them.

(2) Where the consultant is a joint venture or other form of association of firms, the contract shall state clearly whether they will both/all be "jointly and severally" responsible for performance under the contract, or whether one firm will be "solely" responsible, and shall state which firm will be acting on behalf of the joint venture (or other type of association of firms) in all its relations and communications with the Borrower.

Section 4.06 Contract Amount

The contract shall state clearly the total amount, or "ceiling", of fees to be paid to the consultant.

Section 4.07 Description of Consultants' Costs and Fees

(1) The personnel costs and fees necessary for fulfillment of the contract shall normally be expressed in terms of fixed "man-month rates" for each expert staff member to be provided by the consultant. The "man-month rate" will include the basic salary of the staff member, the firm's overheads (including financial, social security and other benefits payable to, or for, the staff member, such as vacation pay, sick leave pay, insurance, etc.) and the firm's fee.

(2) For extended periods of field service in the country concerned, the contract may also provide for overseas allowances in addition to the "man-month rate" mentioned in paragraph (1) of this Section.

(3) The contract shall stipulate clearly the number of working or calendar days of vacation and sick leave to which each staff member will be entitled.

(4) In addition to the personnel costs described under paragraph (1) of this Section, the contract shall normally provide for reimbursement, at actual cost or agreed "unit cost" for travel, equipment and other items necessary for the consulting services covered by the contract.

(5) The contract shall normally include an amount set aside for contingencies, such as work not foreseen and rising costs, which the consultant may not use, however, without the written approval of the Borrower.

Section 4.08 Currency in which Costs and Fees are to be Expressed

(1) A Japanese ODA Loan of JICA is denominated in Japanese Yen and the costs and fees should normally be stated in Japanese Yen. Whenever necessary, however, other international trading currencies may also be permitted.

(2) In addition, any portion which the consultant expects to spend in the Borrower's country may be stated in the currency of the country of the Borrower.

Section 4.09 Conditions and Methods of Payment

(1) The contract shall specify the conditions and methods of payment, the currency or currencies in which payment is to be made, and the rate of exchange for any currency conversion.

(2) Payment to the consultant shall be scheduled in such a manner as roughly to keep pace with its expenditures (i.e. the consultant shall not receive payments substantially in advance of its actual expenses for its services nor shall it have to wait long for payment for services already rendered). In line with this concept, the contract may, when appropriate, provide for the following:

(a) An advance payment to the consultant at the time the contract becomes effective that will approximately cover its initial reimbursable expenses;

(b) Withholding of the final payment until all services covered by the contract have been completed.

In case (b) above, however, the final payment shall be made within the disbursement period stipulated in the Loan Agreement.

Section 4.10 Ownership and Disposal of Equipment

The contract shall stipulate the ownership of equipment to be procured, and the manner of disposal of any equipment remaining after the services have been completed.

Section 4.11 Services to be provided by the Borrower

The contract shall clearly specify the services and facilities to be provided by the Borrower, such as counterpart staff, maps, aerial photographs, data and statistics, office space, housing, vehicles and equipment.

Section 4.12 Privileges and Immunities of the Consultant

The contract shall state clearly what privileges and immunities the consultant will be accorded, especially as regards visas and work permits, corporate and personal income taxes and other dues, customs duties, etc.

Section 4.13 Serious Hindrances

The contract shall require the consultant to report* to the Borrower and JICA promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the project in accordance with the agreed schedules and to indicate what steps shall be taken to meet the situation.

* Where the Borrower receives such a report from the consultant, the Borrower shall immediately forward a copy of it to JICA, together with its comments on the report and an outline of the steps the report proposes shall be taken.

Section 4.14 Reports

The contract shall specify the scope, number, type and frequency of the reports to be submitted by the consultant to the Borrower.

Section 4.15 Copyright

The contract shall specify whether the copyright of documents prepared by the consultant under the contract rests with the consultant or the Borrower.

Section 4.16 Modifications

The contract shall provide that it may only be modified by agreement in writing between the two parties.

Section 4.17 Force Majeure

The contract shall clearly establish:

- (1) The force majeure conditions which would release the consultant, temporarily or permanently, from all or part of its obligations under the contract;
- (2) The procedures to be followed by the consultant regarding determination and notification of any such conditions; and
- (3) The Borrower's and the consultant's rights and obligations (e.g., as to payments following termination, including, if appropriate, reimbursement of movement expenses) in force majeure situations.

Section 4.18 Termination

The contract shall include a clause specifying in detail on what conditions either party may terminate the contract and a clause stipulating procedures to be followed by the party wishing to terminate the contract. The contract shall state clearly the rights and obligations of both parties in the event of termination of the contract.

Section 4.19 Settlement of Disputes

- (1) The contract shall establish the procedures to be followed in case of a dispute arising between the Borrower and the consultant in connection with the contract.

(2) For the settlement of such disputes, JICA recommends recourse to impartial institutions specializing in such matters, such as the International Chamber of Commerce.

(3) Whenever the laws of the Borrower's country prohibit such recourse to institutions specializing in arbitration, the contract shall include alternative provisions for the settlement of disputes between the Borrower and the consultant.

Section 4.20 Applicable Laws

The contract shall stipulate which laws shall govern its interpretation and performance.

Section 4.21 Language

The contract should be prepared in one of the following languages, selected by the Borrower: Japanese, English, French or Spanish. If a language other than Japanese, English, French or Spanish is used in the contract, a full English text shall be incorporated in the contract and it shall be stipulated which is governing.

TERMS OF REFERENCE

(The Terms of Reference shall include the items mentioned below. The relevance of an item will depend on the nature of the project.)

1. Project Information

- (1) Background information -- history of the project's evolution and the reason(s) why it is necessary to implement the project.
- (2) Location of the project and information on the surrounding area.
- (3) Stage reached in the project's preparation and summary of the findings of studies to date.
- (4) Implementing organization.
- (5) Details of the major problem areas.

2. Other Relevant Information

- (1) Technical information -- availability of relevant basic data, technical standards or specifications to be used, etc.
- (2) Relevant laws and regulations.
- (3) Related projects

3. General Terms of Reference

- (1) Objectives
- (2) Scope of consulting services -- Categories of consulting services to be provided, nature of consulting work (the latter in detail, including equipment and materials to be supplied by the consultant). In the case of projects classified into specific categories in accordance with the relevant environmental guidelines published by JICA, consulting services related to environmental consideration, such as those described in Section 2.01, shall be included in the scope.
- (3) Nature of and limit to the responsibilities which the consultant is to assume.
- (4) Estimated time required to complete (a) the project, (b) the consulting work; number and qualifications of experts; man-months as estimated by the Borrower for budget purposes.
- (5) Scope, number, type and frequency of the reports to be presented by the consultant.

- (6) Other necessary provisions regarding the obligations between the Borrower and the consultant which are stipulated in Guidelines for the Employment of Consultants under Japanese ODA Loans (e.g. Section 2.02(3), Section 2.06).

4. Specific Terms of Reference

- (1) Methodological details relating to the consulting services mentioned above.
- (2) Provision for the review of previous studies and for possible additional studies.

5. Services and Facilities to be provided by the Borrower

SHORT LIST OF CONSULTANTS

Names	Country of Registration	Address	Name of Chairman (or equivalent)	Major Projects undertaken (countries)	Clients
-------	----------------------------	---------	--	---	---------

1.

2.

3.

4.

5.

LETTER OF INVITATION

Date: _____

Ref No: _____

To: _____

(Name and Address of Consultant)

_____ Project

Gentlemen:

1. (name of Borrower/Executing Agency) (hereinafter referred to as "the Government" *) is planning to (brief description of project), in (name of project area). The Government intends to employ a consultant to provide services for (categories of consulting services) for the project.
2. (A substantial part of) the cost of the consulting services will be financed out of the proceeds of an ODA Loan extended for the project by THE INCORPORATED ADMINISTRATIVE AGENCY-JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA"), and the consultant to be employed will be selected in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans.
3. You are one of (number of consultants being invited) consultants being invited to present a proposal for consulting services. For detailed information concerning the services, please refer to the Terms of Reference attached hereto.
4. You may undertake the work in association with other consultants (not necessarily selected from among the other consultants invited to present proposals), provided that the consultants invited shall execute a major portion of the services. In such a case, the proposal shall state clearly whether the partners in the association will be "jointly and severally" responsible for performance under the consulting services contract, or whether one of the partners will be "solely" responsible, and it shall state which partner will be acting on behalf of the association in all its relations and communications with the Government.

5. You may submit one proposal, either individually as a proponent or as a partner in a joint venture, in which partners are jointly and severally responsible for the contract. No firm can be a subconsultant, which is not responsible for the contract, while submitting a proposal individually or as a partner in a joint venture in the same selection process. A firm who participates in more than one proposal will cause all the proposals in which the firm has participated to be disqualified. A firm, if acting in the capacity of subconsultant or association member (not liable for entire contract) in any proposal, may participate in more than one proposal, but only in that capacity.

6. Your proposal shall cover in detail the following:

(1) The background and experience of your firm (and, if any, associated firms), including a list of past and present work of (a) a nature similar to this project and (b) Japanese ODA projects in the last five /ten years.

(2) The general approach and methodology which you propose for carrying out the services covered in the Terms of Reference, including such detailed information as you deem relevant, together with:

(a) A detailed overall work program and a bar chart indicating the duration and the timing of the assignment of each expert or other staff member assigned to the project;

(b) Your estimate of the total number of man-months required; and

(c) A clear description of the responsibilities of each expert staff member within the overall work program.

(3) The name, background and professional experience of each expert staff member to be assigned to the project, with particular reference to his experience of work of a nature similar to that of the proposed assignment. You are requested to cover at least the points specifically mentioned in the Terms of Reference and in this letter.

(OPTION A: When QCBS is applied)

7. Selection of the first consultant to be invited to negotiate a contract will be made on the basis of the ranking of the proposals evaluated with respect to the qualifications of the consulting firms and the expert staff to be assigned to the work and to the quality of the proposals regarding approach and methodology, as well as your proposal on the estimated costs or financial terms of your services. Details of the selection procedure to be followed, including the technical evaluation categories and an indication of the weight to be given to each are stated in the Information to Consultants.

(OPTION B: When QBS is applied)

7. Selection of the first consultant to be invited to negotiate a contract will be made solely on the basis of the ranking of the proposals evaluated with respect to the qualifications of the consulting firms and the expert staff to be assigned to the work and to the quality of the proposals regarding approach and methodology. You shall, therefore, not include in your proposal any information on the estimated costs or financial terms of your services. Details of the selection procedure to be followed, including the technical evaluation categories and an indication of the weight to be given to each are stated in the attached sheet.
8. You shall note that if you combine the functions of consultant with those of a contractor and/or a manufacturer, you must include in your proposal all relevant information regarding such relationship, along with an undertaking to the effect that you agree to limit your role to that of consultant and to disqualify yourself, your associates/affiliates and/or parent firm from work in any other capacity on this project other than that of consultant. You are also requested to state in your proposal that you will ensure that specifications and designs recommended by you will be impartial and in no way limit competitive bidding. If, in connection with the performance of the consulting services, you intend to borrow, or hire temporarily, personnel from contractors and/or manufacturers, you must include in your proposal all relevant information about such personnel. In such a case, you will be acceptable only if those contractors and/or the manufacturers disqualify themselves from work on this project other than that of consultant.
9. JICA requires that consultants, as well as the Government, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
 - (a) will reject an evaluation of proposals if it determines that the consultant evaluated as the highest-ranked has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a consultant as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA.
10. We shall be grateful if you would notify us in writing not later than (_____)

whether or not you intend to present a proposal at the following address:

11. You are requested to send (____) copies of your proposal to (_____) not later than (_____).
12. After all proposals have been evaluated, the consultant who has submitted the first-ranked proposal** will be invited to discuss the financial and other terms of a contract.
13. Should you desire additional information, we will do our best to provide it. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of firms invited to send complete proposals by the deadline indicated above.

Yours faithfully,

(Name of Government)

(Authorized Signature)

Attached: Terms of Reference

* In most cases equivalent to the Borrower referred to in these Guidelines. When an organization other than a Government is the Borrower, the phraseology will differ accordingly.

**The words "with JICA's consent/concurrence" shall be inserted where appropriate.

*** This annex is subject to change based on revisions made in the Sample Documents for Selection of Consultants under Japanese ODA Loans.

**** (Applicable only to QCBS) The minimum man-months required for the assignment (both international and local), the weight for quality and cost, and the methodology to calculate the total score shall be expressed in the Request for Proposals (RFP).

Annex IV

SUMMARY TECHNICAL EVALUATION SHEET

Name of Firm ⁴⁾			A		B		C		D		E	
Selection criteria ²⁾ (see Section 3.08 of these Guidelines)		Weight ³⁾ (w)	Ratings (r)	Weighted (w) × (r)	(r)	(w) × (r)	(r)	(w) × (r)	(r)	(w) × (r)	(r)	(w) × (r)
I	Experience of Firm	20		8.4		17.2		11.2		14.4		16.8
	1.Experience of international projects of comparable size, complexity and technical speciality	8	0.5	4.0	0.8	6.4	0.6	4.8	0.8	6.4	0.9	7.2
	2.Experience in developing countries under comparable conditions	8	0.3	2.4	0.9	7.2	0.5	4.0	0.7	5.6	0.8	6.4
	3. Experience in Japanese ODA projects	4	0.5	2.0	0.9	3.6	0.6	2.4	0.6	2.4	0.8	3.2
II	Proposal	30		15.0		25.5		18.0		19.5		22.5
	1.Approach and Methodology	15	0.5	7.5	0.9	13.5	0.6	9.0	0.6	9.0	0.8	12.0
	2.Work Plan (including staffing schedule)	15	0.5	7.5	0.8	12.0	0.6	9.0	0.7	10.5	0.7	10.5
III	Personnel	50		28.6		38.5		30.8		34.2		39.4
	1.Project Manager	15	0.6	9.0	0.8	12.0	0.7	10.5	0.6	9.0	0.9	13.5
	2.Engineers	28		16.8		21.6		16.8		19.6		19.6
	(i)Design Engineers	(4)	0.6	(2.4)	0.8	(3.2)	0.6	(2.4)	0.8	(3.2)	0.8	(3.2)
	(ii)Survey Engineers	(4)	0.5	(2.0)	0.7	(2.8)	0.6	(2.4)	0.6	(2.4)	0.7	(2.8)
	(iii)Structural Engineers	(4)	0.8	(3.2)	0.9	(3.6)	0.8	(3.2)	0.7	(2.8)	0.7	(2.8)
	(vi)Civil Engineers	(4)	0.7	(2.8)	0.6	(2.4)	0.5	(2.0)	0.7	(2.8)	0.9	(3.6)
	(v)Mechanical Engineers	(4)	0.6	(2.4)	0.9	(3.6)	0.6	(2.4)	0.8	(3.2)	0.7	(2.8)
	(vi)Economic Analysis	(4)	0.5	(2.0)	0.8	(3.2)	0.5	(2.0)	0.7	(2.8)	0.6	(2.4)
	(vii) Financial Analysis	(4)	0.5	(2.0)	0.7	(2.8)	0.6	(2.4)	0.6	(2.4)	0.5	(2.0)
	3.Head Office Support	7	0.4	2.8	0.7	4.9	0.5	3.5	0.8	5.6	0.9	6.3
	Total	100		52.0		81.2		60.0		68.1		78.7
	Rank ¹⁾			5		1		4		3		2

Notes:

- 1) In case of QBS, the firm with the greatest number of points shall, other factors being equal, be ranked first.
- 2) Additional items may be used and criteria included above may be deleted, as appropriate.
- 3) The weight distribution will depend upon the type and nature of the project.
- 4) The minimum technical score shall be indicated, if applicable.
- 5) Joint ventures shall be evaluated in the same manner, since they shall function as a unit.
- 6) The rating categories shall be: Excellent 0.9 - 1.0, Good 0.8 - 0.89, Average 0.6 - 0.79, Below average 0.4 - 0.59, Poor 0.0 - 0.39.

* This annex is subject to change based on revisions made in the Sample Documents for Selection of Consultants under Japanese ODA Loans.

**Operational Rules of the
Japan-India Special ODA Loan
for Metro and Railway Projects
in India**

August 18th, 2015

Ministry of Foreign Affairs
Ministry of Finance
Ministry of Economy, Trade and Industry
Japan International Cooperation Agency

**Operational Rules of the Japan-India Special ODA Loan for
Metro and Railway Projects in India**

1. Eligible Country

- The eligible country is India.

2. Eligible Project

- Eligible projects are metro/railway projects that the Government of Japan(GoJ) and the Government of India(GoI) regard as strategically important for both countries.
- The GoJ and the GoI confirmed a long list as candidates to be financed under this scheme, paying full respect to the concurrence of Indian state governments, project preparedness and interest by the state governments.
- The GoJ and the GoI will encourage Indian state governments to utilize this scheme for the projects in the long list.

3. Terms and Conditions

- Interest rate and repayment period are determined in such a way that satisfies the OECD rules on tied aid. As of June 2015, the following terms and conditions are expected to be applied:
 - ✓ Repayment Period: forty (40) years;
 - ✓ Grace Period: ten (10) years; and
 - ✓ The Rate of Interest: nought point three percent (0.3%) per annum (fixed).
- The terms and conditions of this scheme will be made less concessional than those of STEP but more concessional than those of General Terms.

4. Coverage Ratio

- The loan under this scheme can cover up to 100% of the total project cost.
- The maintenance cost for up to five (5) years after the completion of the construction or installation can be included in the scope of the project to be financed by the loan under this scheme when all of the following conditions are satisfied:
 - (a) The goods subject to the maintenance service to be financed by the loan are procured from a Japanese company(ies); and
 - (b) The executing agency(ies) of the loan requests the maintenance service be

included in the scope of the loan.

5. Procurement Conditions

(1) For goods and services

- The prime contractor will be either of the followings:
 - (a) A Japanese company. Specifically, the company must satisfy all of the following conditions¹:
 - (i) The company is a juridical person incorporated and registered in Japan;
 - (ii) The company has its appropriate facilities for producing or providing goods and services in Japan; and
 - (iii) The company actually conducts its business in Japan.
 - (b) A consolidated subsidiary of a Japanese company in a foreign country. Specifically, the company must satisfy all of the following conditions:
 - (i) The company is a subsidiary company whose financial statements are required to be included in a consolidated financial statement of a Japanese company (as a parent company) by the Financial Instruments and Exchange Act of Japan and related ministerial ordinances²;
 - (ii) The company is incorporated and registered in a country where it is located;
 - (iii) The company has its appropriate facilities for producing or providing goods and services in a country where it is located; and
 - (iv) The company actually conducts its business in a country where it is located.

¹ The same definition will be applied to other items of this document, except for the definition of the Japanese company for consulting services stipulated in 5.(2).

² According to Article 8 of the “Ordinance on Terminology, Forms and Preparation Methods of Financial Statements, etc.,” which stipulates the rules regarding how to make a financial statement required by the Financial Instruments and Exchange Act of Japan, in the event that company A has a relationship with company B that meets either of the followings, company A is defined as a parent company of company B, while company B is defined as a subsidiary company of company A (please note that the following description is just a summary).

- The majority of the voting right of company B is held by company A.
- The share of the voting right of company B held by company A is between 40% and 50% (both inclusive), and any of the following condition is satisfied.
 - (a) The majority of the voting right of company B is held by company A and a company(ies) that has close relations with company A;
 - (b) The majority of the board members of company B are people such as former employees of company A;
 - (c) There exists a contract(s) that substantially determines company B’s policy on important financial matters, etc.;
 - (d) The majority of the funding of company B is financed by company A (including guarantees); or
 - (e) There exists any other fact by which company A can be assumed to dominate the decision making process of company B.
- The majority of the voting right of company B is held by company A and a company(ies) that has close relations with company A, and either one of (b) to (e) above is satisfied.

- (c) An Indian company. Specifically, the company must satisfy all of the following conditions³:
 - (i) The company is a juridical person incorporated and registered in India;
 - (ii) The company has its appropriate facilities for producing or providing goods and services in India;
 - (iii) The company actually conducts its business in India; and
 - (iv) The majority of the subscribed shares of the company are held by an Indian national(s) and/or juridical person(s).
- (d) A Joint Venture (JV) composed of a Japanese company(ies) and Indian company(ies).

➤ The Indian executing agency(ies) may opt for unified bidding.

Note:

- (1) The prime contract of each procurement package may also be opened to a company(ies) from all countries and areas in the following cases:
 - (a) Biddings were made by not more than one company at the time of P/Q submission;
 - (b) Not more than one company proceeded to financial evaluation after conducting bidding twice despite reasonable efforts made by related authorities of Japan and India; or
 - (c) When both the GoJ and the GoI foresee little possibility of any company submitting P/Q and mutually determine to open the prime contract to a company(ies) from all countries and areas.
- (2) The thirty percent (30%) ratio condition, which is stipulated in “6. Country of Origin of Goods and Services,” will not be applied to the procurement package(s) whose prime contract was opened to a company(ies) from all countries and areas.

(2) For consulting services

- The prime contractor will be a Joint Venture (JV) composed of a Japanese company(ies) (which satisfies all of the conditions specified in (a) of the Note below) and an Indian company(ies) (which satisfies all of the conditions specified in (b) of the Note below).

³ The same definition will be applied to other items of this document, except for the definition of the Indian company for consulting services stipulated in 5.(2).

Specifically, the JV must satisfy all of the following conditions:

- (i) The JV is a juridical person incorporated and registered in Japan or India;
- (ii) The majority of the subscribed shares of the JV are held by Japanese nationals and/or juridical persons or Indian nationals and/or juridical persons; and
- (iii) The majority of the full-time directors of the JV are Japanese nationals or Indian nationals.

Note: In case biddings were made by no more than one company, the prime contract of consulting services may be opened to either of the followings:

- (a) A Japanese company. Specifically, the company must satisfy all of the following conditions:
 - (i) The company is a juridical person incorporated and registered in Japan;
 - (ii) The majority of the subscribed shares of the company are held by Japanese nationals and/or juridical persons; and
 - (iii) The majority of the full-time directors of the company are Japanese nationals.
- (b) An Indian company. Specifically, the company must satisfy all of the following conditions:
 - (i) The company is a juridical person incorporated and registered in India;
 - (ii) The majority of the subscribed shares of the company are held by Indian nationals and/or juridical persons;
 - (iii) The majority of the full-time directors of the company are Indian nationals; and
 - (iv) The company actually conducts its business in India.

6. Country of Origin of Goods and Services

(1) Ratio of the goods and services to be procured from Japan (hereinafter referred to as "the Japanese Ratio")

- (a) Not less than thirty percent (30%) of the total price of contract(s) (excluding consulting services) financed by this scheme will be accounted for by goods from Japan and services provided by a Japanese company(ies)⁴.
- (b) The scope of contracts whose price can be included in the Japanese Ratio will be decided on a case-by-case basis from either of the followings.
 - (i) Project in which advanced technologies of Japanese companies are expected to

⁴ The thirty percent (30%) ratio condition will not be applied to the procurement package(s) whose prime contract was opened to a company(ies) from all countries and areas.

be utilized (e.g. construction methods, etc.).

⇒ Both goods from Japan and services provided by a Japanese company(ies) can be included in the Japanese Ratio; or

(ii) Project which consists mainly of the installation of goods or plants, etc. and in which Japanese technologies are expected to be utilized in such goods or plants.

⇒ Only goods from Japan can be included in the Japanese Ratio.

(c) If there are more than one (1) contract for goods and services financed by a project under this scheme, the minimum ratio of the goods [and services] to be procured from Japan is determined separately for each contract so as to meet the Japanese Ratio stipulated in (a) above as the project as a whole.

(d) When the main item(s) that should be included in the Japanese Ratio can be specified at the time of the bidding, JICA will make reasonable efforts to ensure that such item(s) is explicitly specified as the goods to be procured from Japan in the bidding document, provided that such action does not seem to have any issue from perspectives such as economic efficiency and non-discrimination among bidders eligible for procurement contracts.

(2) Rules for calculation of the Japanese Ratio

(a) Goods

1) The price of the goods can be included in the Japanese Ratio when the final assembly (in the case of machinery, etc.) or the final refinement/processing (in the case of materials, etc.) of the goods is carried out either in Japan or by a company that meets either of the following conditions^{5 6}.

(i) A manufacturer in India invested by one or more Japanese companies. Specifically, the manufacturer must satisfy all of the following conditions:

- Not less than ten percent (10%) of the shares of the manufacturer is held by a single Japanese company⁷, and the proportion of the shares held by

⁵ “The final assembly” and “the final refinement/processing” refer to a process of the production that generates a certain added value.

⁶ The cost of the rent or purchase of construction machineries can also be included in the Japanese Ratio, as long as they are procured from a Japanese company or a company stipulated in either (i), (ii) or (iii) of 6. (2) (a) 1). In addition, in the case of a contract for designing/development and production of an IT system, the costs associated with not only production of hardware but also designing/development and production of software attached to the hardware and setting up of the system can be included in the Japanese Ratio, as long as these works are done by a Japanese company or a company stipulated in either (i), (ii) or (iii) of 6. (2) (a) 1).

⁷ A Japanese company that is not substantially owned or operated by a third-country company(ies). Specifically, the company must satisfy all of the following conditions:

- The company is a juridical person incorporated and registered in Japan;
- The majority of the subscribed shares of the company are held by Japanese nationals and/or juridical persons; and
- The majority of the full-time directors of the company are Japanese nationals.

the Japanese company is the same as or greater than that of the shares held by any company of a third country^{8 9};

- The manufacturer is a juridical person incorporated and registered in India;
- The manufacturer has its appropriate facilities for producing or providing goods and services in India¹⁰; and
- The manufacturer actually conducts its business in India.

(ii) A manufacturer in a developing country other than India invested by one or more Japanese companies. Specifically, the manufacturer must satisfy all of the following conditions:

- Not less than one-third (1/3) of the shares of the manufacturer is held by a single Japanese company¹¹, and the proportion of the shares held by the Japanese company is the same as or greater than that of the shares held by any company of a third country^{12 13};
- The manufacturer is located in a country or area on the DAC List of ODA Recipients effective at the time of conclusion of the loan agreement for the project under this scheme;
- The manufacturer is a juridical person incorporated and registered in a country or area where it is located;
- The manufacturer has its appropriate facilities for producing or providing goods and services in the country where it is located¹⁴; and
- The manufacturer actually conducts its business in a country where it is located.

(iii) A consolidated manufacturing subsidiary of a Japanese company¹⁵ in a developed country (hereinafter referred to as “the manufacturer”). Specifically, the manufacturer must satisfy all of the following conditions:

⁸ In case the shares of the manufacturer are held by more than one (1) Japanese companies, not less than ten percent (10%) of the shares must be held by at least one (1) Japanese company, and the proportion of the shares held by the company which has the largest share among the Japanese companies must be the same as or greater than that of the shares held by any company of a third country.

⁹ In the calculation of the shares held by a Japanese company(ies), the shares held by a consolidated subsidiary of a Japanese company in a foreign country (“a consolidated subsidiary” is as defined in 5.(1)(b), and “a Japanese company” is as defined in footnote 7 as a parent company) can also be counted as the shares held by a Japanese company(ies).

¹⁰ This includes a case where such facilities for producing or providing goods and services are leased from other company, instead of being owned by the manufacturer as its own assets.

¹¹ See footnote 7.

¹² In case the shares of the manufacturer are held by more than one (1) Japanese companies, not less than one-third (1/3) of the shares must be held by at least one (1) Japanese company, and the proportion of the shares held by the company which has the largest share among the Japanese companies must be the same as or greater than that of the shares held by any company of a third country.

¹³ See footnote 9.

¹⁴ See footnote 10.

¹⁵ See footnote 7.

- The manufacturer is a subsidiary company whose financial statements are required to be included in a consolidated financial statement of a Japanese company (as a parent company) by the Financial Instruments and Exchange Act of Japan and related ministerial ordinances;
- The manufacturer is located in a country or area that is not on the DAC List of ODA Recipients effective at the time of conclusion of the loan agreement for the project under this scheme;
- The manufacturer is a juridical person incorporated and registered in a country or area where it is located;
- The manufacturer has its appropriate facilities for producing or providing goods and services in a country where it is located¹⁶; and
- The company actually conducts its business in a country where it is located.

2) In addition to 1) above, the price of major component(s) substantially manufactured by a manufacturer(s) stipulated in 1) (i) above can also be included in the Japanese Ratio regardless of the company which carries out the final assembly (in the case of machinery, etc.) or the final refinement/processing (in the case of materials, etc.)¹⁷.

(b) Services

Among the services provided by a Japanese company(ies) and a consolidated subsidiary(ies) of a Japanese company in a foreign country¹⁸, the following costs can be included in the Japanese Ratio:

- (i) Direct costs (e.g. travel expenses for engineers, design expenses, outsourcing expenses (but only when a Japanese company(ies) receives orders));
- (ii) Indirect costs (e.g. site office overhead (salaries, travel expenses, transportation expenses for engineers, insurance and guarantee expenses payable to a Japanese company(ies), etc.), common temporary expenses (freight expenses, preparation expenses, project safety expenses, technical administration expenses, etc.)); and
- (iii) General administrative expenses¹⁹.

¹⁶ See footnote 10.

¹⁷ For example, the price of a major component that is substantially manufactured by a Japanese manufacturer in India, as stipulated above, and assembled by an Indian company in India can also be included in the Japanese Ratio.

¹⁸ As defined in 5.(1)(b).

¹⁹ The rate is determined based on the rate that is applied to the general administrative expenses of a contract whose construction cost exceeds JPY 3 billion in accordance with the relevant guidelines issued by the Ministry of Land, Infrastructure and Transport of Japan. The rate has been 7.22% since October 2006.

(3) Ratio of the goods and services to be procured from India (hereinafter referred to as “the Indian Ratio”)

- (a) Not less than thirty percent (30%) of the total price of contract(s) (excluding consulting services) financed by this scheme will be accounted for by goods from India and services provided by an Indian company(ies)²⁰.
- (b) The scope of contracts whose price can be included in the Indian Ratio will be decided on a case-by-case basis from either of the followings²¹.
 - (i) Both goods from India and services provided by an Indian company(ies) can be included in the Indian Ratio; or
 - (ii) Only goods from India can be included in the Indian Ratio.
- (c) If there are more than one (1) contract for goods and services financed by a project under this scheme, the minimum ratio of the goods [and services] to be procured from India is determined, upon request from the Indian side, respectively for each contract so as to meet the Indian Ratio stipulated in (a) above as the project as a whole.

(4) Rules for calculation of the Indian Ratio

(a) Goods

The price of the goods can be included in the Indian Ratio when the final assembly (in the case of machinery, etc.) or the final refinement/processing (in the case of materials, etc.) of the goods is carried out either in India or by a company that meets either of the following conditions^{22 23}.

- (i) A manufacturer in a developing country other than India invested by one or more Indian companies. Specifically, the manufacturer must satisfy all of the following conditions:
 - Not less than one-third (1/3) of the shares of the manufacturer is held by a single Indian company, and the proportion of the shares held by the Indian company is the same as or greater than that of the shares held by any company of a third country^{24 25};

²⁰ See footnote 4.

²¹ The option (i) or (ii) selected here needs to be the same as that selected in 6. (1) (b).

²² See footnote 5.

²³ The cost of the rent or purchase of construction machineries can also be included in the Indian Ratio, as long as the construction machineries are procured from an Indian company or a company stipulated in either of (i) or (ii) of 6. (4) (a). In addition, in the case of a contract for designing/development and production of an IT system, the cost associated with not only production of hardware but also designing/development and production of software attached to the hardware and setting up of the system can be included in the Indian Ratio, as long as these works are done by an Indian company or a company stipulated in either of (i) or (ii) of 6. (4) (a).

²⁴ In case the shares of the manufacturer are held by more than one (1) Indian companies, not less than one-third (1/3) of the shares must be held by a single Indian company, and the proportion of the shares held by the company which has the largest share among the Indian companies must be the same as or greater than that of the shares held by any company of a third country.

- The manufacturer is located in a country or area on the DAC List of ODA Recipients effective at the time of conclusion of the loan agreement for the project under this scheme;
 - The manufacturer is a juridical person incorporated and registered in a country or area where it is located;
 - The manufacturer has its appropriate facilities for producing or providing goods and services in the country where it is located²⁶; and
 - The manufacturer actually conducts its business in a country where it is located.
- (ii) A consolidated manufacturing subsidiary of an Indian company in a developed country. Specifically, the manufacturer must satisfy all of the following conditions:
- The manufacturer is a subsidiary company whose financial statements are required to be included in a consolidated financial statement of an Indian company (as a parent company) by the Companies Act of India and relevant rules and regulations in India;
 - The manufacturer is located in a country or area that is not on the DAC List of ODA Recipients effective at the time of conclusion of the loan agreement for the project under this scheme;
 - The manufacturer is a juridical person incorporated and registered in a country or area where it is located;
 - The manufacturer has its appropriate facilities for producing or providing goods and services in a country where it is located²⁷; and
 - The company actually conducts its business in a country where it is located.

(b) Services

Among the services provided by an Indian company(ies) and a consolidated

²⁵ In the calculation of the shares held by an Indian company(ies), the shares held by a consolidated subsidiary of an Indian company in a foreign country can also be counted as the shares held by an Indian company(ies). A consolidated subsidiary of an Indian company must satisfy all of the following conditions:

- The manufacturer is a subsidiary company whose financial statements are required to be included in a consolidated financial statement of an Indian company (as a parent company) by the Companies Act of India and relevant rules and regulations in India;
- The manufacturer is located in a country or area that is not on the DAC List of ODA Recipients effective at the time of conclusion of the loan agreement for the project under this scheme;
- The manufacturer is a juridical person incorporated and registered in a country or area where it is located;
- The manufacturer has its appropriate facilities for producing or providing goods and services in a country where it is located; and
- The company actually conducts its business in a country where it is located.

²⁶ See footnote 10.

²⁷ See footnote 10.

subsidiary(ies) of an Indian company in a foreign country²⁸, the following costs can be included in the Indian Ratio:

- (i) Direct costs (e.g. travel expenses for engineers, design expenses, outsourcing expenses (but only when an Indian company(ies) receives orders);
- (ii) Indirect costs (e.g. site office overhead (salaries, travel expenses, transportation expenses for engineers, insurance and guarantee expenses payable to an Indian company(ies), etc.), common temporary expenses (freight expenses, preparation expenses, project safety expenses, technical administration expenses, etc.)); and
- (iii) General administrative expenses²⁹.

7. Others (Promotion of local production in India and consultation with Japanese companies in the process of project formulation)

- The GoJ and the GoI will make all possible efforts to encourage the Japanese company(ies) whose products are counted in the Japanese Ratio to form a Joint Venture(s) with an Indian company(ies) and create a competitive business environment to encourage manufacturing in India and the transfer of technology. Where possible and depending on the scope and nature of each project, manufacturing in India in an agreed time frame within the project period will be made part of bidding document(s) and contract(s). The GoJ and the GoI will make best efforts to realize this.
- JICA will conduct consultation with Japanese companies for a candidate project to be financed under this scheme with a view to promoting more appropriate formulation and prompt implementation of the project as well as more active participation of Japanese companies, if JICA conducts preparatory survey(s) for the project. Such consultation will be conducted in two stages as specified below.
 - (a) Prior to the commencement of a preparatory survey.
 - ⇒ JICA will hear, through documents, the opinions from Japanese companies about the scope of the survey, and consider reflecting them in the scope.
 - (b) During the implementation of a preparatory survey.
 - ⇒ JICA will organize an information session for Japanese companies during the implementation of a preparatory survey (currently organized just before the appraisal) to hear opinions from Japanese companies with regard to the scope of the detailed design, construction method to be applied, type of contracts to be adopted, construction plan, bid packages, etc. JICA will take such opinions

²⁸ As defined in footnote 25.

²⁹ See footnote 19.

- into consideration in the project formulation.
- For a candidate project for which JICA does not conduct a preparatory survey, the consultation process mentioned above will not be applied. In such a case, the information session will be held just before the appraisal as has been the case.

END

Terms of Reference for Design and Supervision Consultant

Terms of Reference for Design and Supervision Consultant
for the works under Chennai Metro Rail Project Phase 2
<TENTATIVE DRAFT>

Chapter 1. Background

1. The Government of India has received a loan from the Japan International Cooperation Agency (hereinafter referred to as "JICA") to finance the Chennai Metro Rail Project Phase 2 (hereinafter referred to as "the Project") which is to meet growing traffic demand by constructing approximately 52 kilometers of Mass Rapid Transit System to mitigate worsening road traffic / traffic pollution and eventually lead to balanced regional development and improvement of metropolitan atmospheric environmental condition in Chennai Metropolitan Area.

Corridor 3: Madavaram Milk Colony to Sholinganallur

Corridor 5: Madavaram Milk Colony to CMBT

2. The Project comprises of the following components:

Pkg.	Contract Package	Procurement Method	Standard Document
1	Civil works of underground section on Corridor 3 including station buildings Madhavaram Milk Colony ~ Perambur Metro (UG1)	International Competitive Bidding (ICB) with Pre-Qualification (PQ)	Works ⁽²⁾
2	Civil works of underground section on Corridor 3 including station buildings Perambur Metro ~ Purasaiwakkam High Road (UG2)	ICB with PQ	Works ⁽¹⁾
3	Civil works of underground section on Corridor 3 including station buildings Purasaiwakkam High Road ~ Thousand Lights (UG3)	ICB with PQ	Works ⁽²⁾
4	Civil works of underground section on Corridor 3 including station buildings Thousand Lights ~ Greenways Road Metro (UG4)	ICB with PQ	Works ⁽¹⁾
5	Civil works of underground section on Corridor 3 including station buildings Greenways Road Metro ~ Tharamani Link Road (UG5)	ICB with PQ	Works ⁽¹⁾
6	Civil works of underground section on Corridor 5 including station buildings Shastri Nagar ~ Villivakkam Bus Terminus (UG6)	ICB with PQ	Works ⁽¹⁾
7	Civil works of underground section on Corridor 5 including station buildings Villivakkam Bus Terminus ~ CMBT (UG7)	ICB with 	
8	Civil works of elevated section on Corridor 3 including station buildings Tharamani Link Road ~ Mettukuppam (EV1)	ICB with PQ	Works ⁽²⁾
9	Civil works of elevated section on Corridor 3 including station buildings Mettukuppam ~ Sholinganallur (EV2)	ICB with PQ	Works ⁽²⁾

Pkg.	Contract Package	Procurement Method	Standard Document
10	Civil works of elevated section on Corridor 5 including station buildings Madavaram Milk Colony ~ Shastri Nagar (EV3)	ICB with PQ	Works ⁽²⁾
11	Manufacturing, supply, install, testing, and commissioning of Station E&M including UPS excluding Escalator and Lift (Corridor 3)	ICB with PQ	Works ⁽¹⁾
12	Manufacturing, supply, install, testing, and commissioning of Station E&M including UPS excluding Escalator and Lift (Corridor 5)	ICB with PQ	Works ⁽¹⁾
13	Manufacturing, supply, install, testing, and commissioning of Escalator (Corridor 3)	ICB with PQ	Design Build ⁽¹⁾
14	Manufacturing, supply, install, testing, and commissioning of Escalator (Corridor 5)	ICB with PQ	Design Build ⁽¹⁾
15	Manufacturing, supply, install, testing, and commissioning of Lift	ICB with PQ	Design Build ⁽¹⁾
16	Depot Civil and building works excluding Staff Quarters and OCC building	ICB with PQ	Works ⁽¹⁾
17	Manufacturing, supply, install, testing, and commissioning of Depot Equipment	ICB with PQ	Design Build ⁽¹⁾
18	Manufacturing, supply, install, testing, and commissioning of Track works	ICB with PQ	Works ⁽¹⁾
19	Manufacturing, supply, delivery, testing and commissioning of HH Rail	ICB with PQ	Goods ⁽¹⁾
20	Manufacturing, supply, install, testing, and commissioning of Power Supply System including OHE	ICB with PQ	Design Build ⁽¹⁾
21	Manufacturing, supply, install, testing, and commissioning of Telecommunication System including WiFi	ICB with PQ	Design Build ⁽²⁾
22	Manufacturing, supply, install, testing, and commissioning of Signaling	ICB with PQ	Design Build ⁽¹⁾
23	Manufacturing, supply, install, testing, and commissioning of AFC System	ICB with PQ	Design Build ⁽¹⁾
24	Manufacturing, supply, install, testing, and commissioning of Platform Screen Door (Half Height)	ICB with PQ	Design Build ⁽¹⁾
25	Manufacturing, supply, install, testing, and commissioning of Platform Screen Door (Full Height)	ICB with PQ	Design Build ⁽²⁾
26	Manufacturing, supply, install, testing, and commissioning of Rolling Stock	ICB with PQ	Design Build ⁽¹⁾
27	Manufacturing, supply, install, testing, and commissioning of Security equipment such as X-Ray machine, Metal detector	ICB without PQ	Design Build ⁽²⁾

Pkg.	Contract Package	Procurement Method	Standard Document
28	Design, construction and testing and commissioning of Staff Quarters and OCC building	ICB with PQ	Design Build ⁽²⁾
29	Design and Inter modal integration facilities	Procurement will be managed by other than consultant	

(1) JICA Standard Bidding Document

(2) CMRL Procurement Guideline / JICA Standard Bidding Document

Note: Pkg01 to Pkg12 packages mentioned above are tentative, and will be finalized through the detailed design.

3. The Government of India intends to use part of the proceeds of the loan for eligible payments for consulting services for which this ToR is issued.
4. The Construction Works is expected to be completed by 30th June 2027.
5. Location of the Project: Chennai Metropolitan Area which consist of Chennai District, Thiruvallar District and Kanchipuram District in Tamil Nadu.
6. Executing Agency: Chennai Metro Rail Limited (CMRL)
7. Regulation and reports relevant to this project:
 - Metro Railways (Construction of Works) Act, 1978
 - Metro Railways (Operation and Maintenance) Act, 2002
 - Standardization of Broad Parameters of Rolling Stock for Metro Railways in India (April 2017)
 - Standardization of Broad Parameters of Signaling Systems for Metro Railways in India (April 2017)
 - Detailed Project Report for Chennai Metro Rail Phase-II Corridors (hereinafter referred to as "DPR") (February 2017)
 - Updated Detailed Project Report for Chennai Rail Phase-II Corridors (DPR) (October 2017)
8. Related projects
 - Chennai Metro Rail Project Phase 1

Chapter 2. Objectives of Consulting Services

The consulting services shall be provided by an international consulting firm (hereinafter referred to as "the Consultant") in compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012. The objective of the consulting services is to achieve the efficient and proper preparation and implementation of the Project through the following works:

1. Basic Design for Pkg 13 to 15, 17 and 19 to 28
2. Detailed Design for Pkg 1 to 12, 16 and 18
3. Preparation of Pre-Qualification and Bid Documents and Tender Assistance
4. Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)
5. Construction supervision
6. Technology Transfer
7. Assistance in Coordination with Stakeholders
8. Traffic Management Assistance
9. Institution Development Assistance
10. Utility Relocation Assistance

Chapter 3. Scope of Consulting Services

1 Basic design for Package 13 to 15, 17 and 19 to 28

- A) Review and verify all available primary and secondary data collected during the JICA's supplemental survey for the Project, the Detailed Design of the Chennai Metro Rail Project Phase 1.
- B) Carry out all the required engineering surveys, investigations and studies such as topographical survey, hydrological survey, geotechnical survey, material availability survey, update of traffic demand forecast, update of train operation plan, structure plan, etc., as applicable to the concerned project components.
- C) Prepare basic work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same; and,
- D) Prepare the basic designs of the Electrical and Mechanical System and Rolling Stocks and Equipment for Rolling Stocks at Depot. All the designs are to be in conformity with the Standards specified by DPR, or with the appropriate international standards. Such basic designs will contain;
 - i. Rolling Stock Design
 - ii. List and specification for Equipment for Rolling Stock
 - iii. Railway Electrical and Mechanical Facility Design composed by:
 - a. Substation System;
 - b. Overhead Contact System;
 - c. Power Distribution System;
 - d. Signaling System;
 - e. Telecommunication System;
 - f. Automatic Fare Collection (AFC) System
 - g. Platform Screen Door (PSD) System
 - h. Data Acquisition and Security Control (SCADA)
 - i. Lift and Escalator
 - j. Operation control center
 - k. Station MEP
 - l. others
 - iv. Depot and Inspection Facility Design composed by :
 - a. Railcar stabling yard;
 - b. Inspection facilities and equipment; and
 - c. Administration facilities
 - d. Intermediate and periodical overhaul facilities
 - v. Preparation of performance criteria required to the Rolling Stocks and Equipment for Rolling Stocks in Depot to be procured; and
 - vi. Detailed cost estimate.

Also, prepare the Employer's Requirements for bidding purpose. Such Employer's Requirements contain the Engineering details based on the basic designs and any other engineering and managerial requirements to be respected by the Contractor, such as i) quality control of materials and workmanship, ii) safety and security and iii) protection of the environment. The Basic designs and the Employer's Requirements shall be prepared in consultation with CMRL and will be incorporated in the basic design report to be submitted for approval of CMRL.

2 Detailed design for Pkg 1 to 12, 16 and 18

The Consultant shall:

- A) Review and verify all available primary and secondary data collected during the JICA's

supplemental survey for the Project, the Detailed Design of the Chennai Metro Rail Project Phase 1.

- B) Carry out all the required engineering surveys and investigations such as topographical survey, aerial survey, hydrological survey, geotechnical survey, utility survey, underground survey, cultural assets survey, traffic demand forecast, material availability survey and security analysis, as applicable to the concerned project components.
- C) Review the concerned transportation plan.
- D) Prepare detailed work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same; and
- E) Prepare the detailed design of the Project in detail to ensure clarity and understanding by the CMRL, contractors and other relevant stakeholders. All the design should be in conformity with the Indian Standards, or with the appropriate international standards. The detailed design will, as a minimum, include construction drawings, detailed cost estimates, necessary calculations to determine and justify the engineering details for the Project, associated contract documentation to include detailed specifications, bill of quantities (BOQ), and implementation schedule for the Project. Such detailed specifications will contain those in relation to i) quality control of plant materials and workmanship, ii) safety and security, iii) protection of the environment and iv) integrity and fair practice. The detailed design shall be prepared in close consultation with, and to meet the requirements of CMRL and will be incorporated into the detailed design report to be submitted for approval of CMRL.

3 Preparation of Pre-Qualification and Bid Documents and Tender Assistance

3.1 For Pkg 1 to 12, 16 and 18

● Assistance in Pre-Qualification (PQ)

The Consultant shall:

- A) Define technical and financial requirements, capacity and/or experience for PQ criteria taking into consideration of the technical features of the Project;
- B) Prepare PQ documents in accordance with the latest version of Standard Prequalification Documents under Japanese ODA Loans;
- C) Assist CMRL in PQ announcement, addendum/corrigendum, and clarifications to the applicants' queries;
- D) Evaluate PQ applications in accordance with the criteria set forth in PQ documents; and
- E) Prepare a PQ evaluation report to assist bid evaluation committee

● Assistance in the Bidding Procedures

- A) Prepare bidding documents in accordance with the latest version of Standard Bidding Documents under Japanese ODA Loans for Procurement of Works together with all relevant specifications, drawings and other documents;
- B) Prepare bidding documents which includes i) clauses stating that the Contractor is to comply with the requirement of the environmental impact assessment report, such as Environmental Impact Assessment (EIA), the Environmental Management Plan (EMP) and JICA Guidelines for environmental and social considerations (April 2010) (hereinafter referred to as "JICA Environmental Guidelines"), ii) the specification clearly stipulating the safety requirements in accordance with the laws and regulations in the country of the Borrower, and/or relevant international standards (including guidelines of international organization), if any, and also in consideration of "the Guidance for the Management of Safety for Construction Works in Japanese ODA Projects of JICA," iii) the requirement to furnish a safety plan to meet the safety requirements, iv) the requirement for the personnel for key positions to include an accident prevention officer, and v) the requirement to submit method statements of safety to CMRL and the consultant at the construction stage.
- C) Assist CMRL in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries.
- D) Evaluate bids in accordance with the criteria set forth in the bidding documents. In such

evaluation, the Consultant shall carefully confirm that bidders' submissions in their technical proposal including, but not limited to; site organization, mobilization schedule, method statement, construction schedule, safety plan, and EMP, have been prepared in consistent with each other and meet requirements set forth in applicable laws and regulations, specifications and other parts of the bidding documents;

- E) Prepare a bid evaluation report for approval of the bid evaluation committee;
- F) Assist CMRL in contract negotiation by preparing agenda and facilitating negotiations including preparation of minutes of negotiation meeting; and
- G) Prepare a draft and final contract agreement.

4 Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)

The Consultant shall:

- A) Review and update EIA and EMP and EMoP as appropriate; incorporate necessary technical specifications following design and contract documentation;
- B) Assist CMRL in preparation of documents and taking necessary procedures in accordance with in the EIA Report for the Project, if any;
- C) Assist CMRL in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations;
- D) Assist CMRL in obtaining necessary permits from relevant authorities and/or departments in accordance with the planned implementation schedule stated in the EIA Report;
- E) During the preparation of bidding documents, clearly include environmental responsibilities as explained in the EIA Report and EMP as "Environmental Contract Specifications (ECS)";
- F) Assist CMRL in reviewing the Contractor's Environmental Program (CEP) <check with Safeguard> to be prepared by the contractor in accordance with EIA, EMP, ECC and ECS, relevant plans and JICA Environmental Guideline and to make recommendations to CMRL regarding any necessary amendments for its approval;
- G) Assist CMRL to implement the measures identified in the EMP;
- H) 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 CMRL can carry out improvement when necessary;
- I) Monitor compliance with the requirements under EMP and JICA Environmental Guideline. Submit the Environmental Monitoring Report to CMRL at every three (3) months after the commencement of the services until the completion of the Project. After the completion of the Project, the Report will be submitted semiannually for two (2) years. The Environmental Monitoring Form attached as Attachment D-1 and D-2 will be filled and attached to the Report;
- J) After verifying the Environmental Monitoring Report by CMRL, assist submitting the report to JICA as part of the Progress Status Report at every three months after the commencement of the services until the completion of the Project and semiannually for two (2) years after the completion of the Project.
- K) Assist CMRL in preparation of the answer to the request from JICA's advisory committee for environmental and social considerations if necessary;
- L) Assist CMRL in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on EMP and EMoP;
- M) Supervise Contractor's activities to check compliance with CEP and prepare periodic monitoring reports.
- N) Assist CMRL in the capacity building of CMRL staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting.
- O) At the completion of project, (a) undertake final environmental monitoring and evaluation against the set indicators, (b) evaluate sustainability of environmental benefits associated with the project, taking into account both positive and negative impacts associated with the project,

- and (c) prepare an evaluation report for the project.
- P) Assist in preparation of Land Acquisition Plan (LAP) in conformity with Local Laws and Regulation; and RAP;
 - Q) Review and update RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition (not only for construction site but also of construction yard) and disbursement of compensation to project affected persons (PAPs);
 - R) Conduct a retrospective monitoring to confirm whether the land acquisition and resettlement activities which have been already taken place were in accordance with JICA's Guidelines for Environmental and Social Consideration (April 2010), then prepare a Monitoring Report to submit to CMRL.
 - S) Assist CMRL and the RAP implementation NGO (INGO) in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. The places where each eligible PAPs will relocate to (if any) are necessary to be recorded so that CMRL could implement monitoring on income and living conditions of resettled persons;
 - T) Assist CMRL in supervising the social assessment, or supplementing the existing social assessment when necessary, including, but not limited to, the baseline survey for monitoring and evaluating the income restoration plan and the need assessment survey for identifying income restoration opinions during early stage of the detailed design stage and review the existing income restoration plan and special assistance plan for vulnerable PAPs and revise/update the contents of the plans if necessary based on priorities identified with support of relevant government agencies and Non-Governmental Organizations (NGOs). The following contents should be considered to be included in the plans;
 - i. Skills Training
 - ii. Project related Job Opportunities
 - iii. Provision of social welfare grant
 - iv. Provision of Agricultural Extension Services, if applicable
 - v. Provision of the special allowance to vulnerable PAPs
 - U) Assist CMRL to conduct detailed measurement survey and to implement the measures identified in the RAP.
 - V) Assist and monitor land acquisition and compensation activities being undertaken by CMRL and/or competent authorities, and report the results in monthly progress reports;
 - W) Monitor land acquisition involuntary resettlement, and compensation activities being undertaken by CMRL and/or competent authorities in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP Monitoring Form attached as Attachment H will be filed and attached to the Report,;
 - X) After verifying the Land Acquisition and Resettlement Monitoring Report by CMRL, assist submitting the Report to JICA as part of the Progress Status Report every three (3) months after the commencement of the services until the completion of the Project and semiannually until land acquisition and resettlement activities including livelihood restoration program are completed after the completion of the Project.
 - Y) Assist in procurement of Implementation NGO (INGO) and external monitoring agency (EMA). The ToR for INGO/EMA will be attached in RAP and will be agreed between CMRL and JICA in the course of Environmental Review of JICA;
 - Z) Assist CMRL, INGO and EMA in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP;
 - AA) Assist CMRL in establishment of grievance redress mechanism including formation of Grievance Redress Committee;
 - BB) Assist CMRL to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends

actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law;

CC) Provide technical services with grievance redress committee for keeping and updating records when necessary.

5 Construction supervision

5.1 For Pkg 1 to 12, 16 and 18

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the Contractor. FIDIC MDB Harmonized Edition (2010) complemented with the Specific Provisions as included in the Standard Bidding Documents under Japanese ODA Loans for Procurement of Works will be applied. In this context, the Consultant shall:

- A) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;
- B) Provide assistance to the Employer concerning variations and claims which are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;
- C) Issue instructions, approvals and notices as appropriate;
- D) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security and required insurances;
- E) Provide commencement order to the Contractor;
- F) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- G) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- H) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
- I) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions. Issue further drawings and give instructions to the Contractor for any works which may not be sufficiently detailed in the contract documents, if any;
- J) Review and approve the Contractor's working drawings, shop drawings and drawings for temporary works. Also review and approve, if any, design prepared by the Contractor for any part of the permanent works;
- K) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;
- L) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
- M) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;
- N) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that an accident prevention officer proposed by the Contractor is duly assigned at the project site. Require the Contractor to take appropriate remedies if any questions are recognized regarding the safety measures;
- O) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;
- P) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the specifications;
- Q) Survey and measure the work output performed by the Contractor verify statements submitted

by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;

- R) Coordinate the works among different contractors employed for the Project;
- S) Modify the designs, technical specifications and drawings, relevant calculations and cost estimates as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for the same or other projects, if any);
- T) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
- U) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the civil works contract;
- V) Perform the inspection of the works, including Test on Completion, and to issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract;
- W) Supervise commissioning and carry out tests during the commissioning, if applicable;
- X) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
- Y) Prepare as-built drawings for the parts of the works constructed in accordance with the design provided by the Employer. Check and certify as-built drawings for the parts of the works designed by the Contractor, if any; and
- Z) Prepare an operation and maintenance manual for the parts of the works constructed in accordance with the design provided by the Employer. Check and certify an operation and maintenance manual for the parts of the works designed by the Contractor, if any
- AA) In case of accidents during the construction, assist the Employer to report to JICA the details of such accidents in a manner reasonably requested by JICA.
- BB) Prepare and submit reports to the CMRL, which are detailed in Chapter 6 in relation to the implementation of the Project.

5.2 For Pkg 13 to 15, 17 and 20 to 28

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the Contractor. Standard Bidding Documents under Japanese ODA Loans for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor will be applied to this Project. In this context, the Consultant shall:

- A) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;
- B) Provide assistance to the Employer concerning variations and claims which are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;
- C) Issue instructions, approvals and notices as appropriate;
- D) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security and required insurances;
- E) Provide commencement order to the Contractor;
- F) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- G) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- H) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
- I) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions;
- J) Review and approve the Contractor's design for the works to be constructed, working drawings,

- shop drawings and drawings for temporary works;
- K) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;
 - L) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
 - M) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;
 - N) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that an accident prevention officer proposed by the Contractor is duly assigned at the project site. Require the Contractor to take appropriate remedies if any questions are recognized regarding the safety measures;
 - O) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;
 - P) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the Employer's Requirements;
 - Q) Verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
 - R) Coordinate the works among different contractors employed for the Project;
 - S) Modify the Employer's Requirements as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for other projects, if any);
 - T) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
 - U) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the contract;
 - V) Supervise the Test on Completion carried out by the Contractor and assist the Employer in carrying out the Test after Completion, if applicable;
 - W) Perform the inspection of the works and to issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract,
 - X) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
 - Y) Check and certify as-built drawings prepared by the Contractor; and
 - Z) Check and certify the operation and maintenance manual prepared by the Contractor.
 - AA) Verify the identification on the location of Sensitive Receptors (especially, educational institutions, hospital and religious institutions) and distance from the center of the alignment, based on EIA report, maps, and field survey
 - BB) Verify the survey on vibration impact prediction at reasonable number of locations selected at sample form and measures background vibration as baseline data
 - CC) In case of accidents during the construction, assist the Employer to report to JICA the details of such accidents in a manner reasonably requested by JICA.
 - DD) Prepare and submit reports to the CMRL, which are detailed in Chapter 6 in relation to the implementation of the Project.

5.3 For Pkg 19 (Procurement of HH Rail)

The Consultants shall perform his assistance during the contract implementation period of the contracts to be executed by the Employer and the Supplier. Standard Bidding Documents under Japanese ODA Loans for Procurement of Goods will be applied to the procurement of the equipment.

The Consultant shall assist CMRL :

- (a) Provide recommendation to the CMRL for
 - i. acceptance of the Supplier's request for payment accompanied by invoices;

- ii. acceptance of the Supplier's performance security, advance payment security and required insurances; and
 - iii. approving changes in codes and standards in accordance with which the Contract shall be executed;
 - iv. ordering instructions on the packing, marking, and documentation within and outside the packages, if necessary in addition to the requirements in the Contract.
- (b) To check the condition of equipment in accordance with the Contract after unloading and unpacking, the condition of building before and after the installation of equipment, the placement of equipment accordance to drawings
 - (c) To confirm the levelling of equipment, etc., test result of accuracy guarantee by the Supplier
 - (d) To provide recommendation to the CMRL in requiring, as needed, the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract.
 - (e) To attend the tests and/or Commissioning.
 - (f) To provide recommendation to the CMRL in rejecting, as needed, any Goods or any part thereof that fails to pass any test and/or inspection or do not conform to the specifications.
 - (g) To provide periodic and/or continuous inspection services during the warranty period of 12 months.
 - (h) To provide recommendation to the CMRL in ordering the Supplier to make changes within the general scope of the Contract in any one or more of the following:
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the CMRL;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the Related Services to be provided by the Supplier.
 - (i) To provide recommendation to the CMRL in evaluating the situation in which the Supplier or its Subcontractors encounters conditions impeding timely delivery of the Goods or Related Services, and if needed, in extending the Supplier's time for performance.
 - (j) Supervise of Initial training conducted by the Supplier

6 Technology transfer

The Consultant shall:

- A) Carry out the technology transfer as an important aspect in design and supervision works;
- B) Provide the opportunity to the CMRL officers and staffs to be involved in the working team of the Consultant during the design and contract administration and supervision works for their capacity building wherever possible. If requested by CMRL, the Consultant shall brief and demonstrate the survey and design procedure. The consultant shall assist CMRL and its staff to build their capacity as a part of on the job training under the Project.

7 Assist in Coordination with Stakeholders

The Consultant shall:

- A) Assist CMRL to consult with related ministries and agencies (including but not limited to Metropolitan Transport Corporation (MTC) and Chennai Metropolitan Water Supply and Sewage Board (CMWSSB) in preparation of the station area development plan).

8 Traffic Management Assistance

The Consultant shall:

- A) Carry out the traffic survey to update the existing traffic data, to analyze present modes of transport, and make future traffic forecast.
- B) Prepare traffic management plan for reduction of traffic congestion during Construction based on survey results.

9 Institution Development Assistance

The Consultant shall

Assist CMRL to estimate the total project cost, the investment cost, O&M cost, administration cost and financial cost to sustain financial viability of CMRL.

10 Utility Relocation Assistance

The Consultant shall conduct

- A) Utility Identification Survey and preparation of Utility Relocation Drawings and Plans based on the survey.
- B) Estimate the cost and schedule of the relocation works and supervise the relocation works
- C) Assist CMRL to coordinate with related agencies for relocation of utilities
- D) Others related works

Chapter 4. Expected Time Schedule

The total duration of consulting services will be ninety six (96) months and twenty four (24) months of defects liability period will follow. The implementation schedule expected is as shown in Table 1 and Attachment 2.

Table 1 : Implementation Schedule Expected

Key Activities	Date	Duration in Months
Commencement of Consulting Services	July 1,2019	27
Completion of detail design, preparation of drawings and tender documents	September 30, 2021	
Tender process including prequalification	February 1, 2020 to April 30, 2022	27
Commencement of Civil works	January 1, 2021	58
End of Civil works	October 30, 2025	
Start of Commercial Operation	July 1, 2027	n/a
Defect Liability Period of CP01 to CP07	November 1, 2025 to October 30, 2027	24
Defect Liability Period of CP08 to CP10	June 1,2023 to May 30,2025	24
Defect Liability Period of CP11 to CP12	October 1,2025 to September 30,2026	12
Defect Liability Period of CP13 to CP15	April 1, 2025 to March 31, 2026	12
Defect Liability Period of CP16	October 1, 2022 to September 30, 2023	12
Defect Liability Period of CP17	November 1,2024 to October 31, 2025	12
Defect Liability Period of CP18	July 1,2025 to June 30, 2026	12
Defect Liability Period of CP20 to CP25	July 1,2026 to June 30,2027	12
Defect Liability Period of CP26	July 1,2027 to June 30,2028	12
Defect Liability Period of CP27	July 1,2027 to June 30,2028	12
Defect Liability Period of CP28	October 1, 2022 to Septemer 30, 2023	12
Completion of Consulting Services	August 31, 2028	n/a

Chapter 5. Staffing (Expertise required)

100 of Professional (A) consultants, 177 of Professional (B) consultants will be engaged, over 96 month duration of consulting services, for a total of 3,179 man-months for Professional (A), 6,358 man-months for Professional (B) consultants. Total consulting input is 9,537 man-months.

(1) Qualification of Key Experts

The qualification of Key Experts is shown in Table 2.

Table 2 : Qualification of Key Experts

Expert Position	Qualification	Experience
Team Leader	Bachelor Degree in the field of Civil Engineering or equivalent	Length of Working Experience: <ul style="list-style-type: none"> • 20 years or more working experience, • 10 years or more experience in Relevant Field, • 3 years or more experience as Team Leader in Relevant Field, • 2 years or more in Detailed Design, Tender Assistance and/or Construction Supervision of urban railway project, • 5 years or more International experience
Contract Manager (Civil)	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Contract Manager (Railway System)	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Document & Cost Expert	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Natural Environmental Expert	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • Experience in Natural environmental consideration in Japanese ODA Loan Project -Three(3) years, and • Experience as Natural Environmental Specialist in at least two(2) projects construction supervision stage
Social Environmental Expert	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • Experience in resettlement management in Japanese ODA Loan Project - Three (3) years, and • Experience as Resettlement Specialist in at least two(2) projects construction supervision stage
Chief Railway Civil Engineer	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Chief Elevated Structure Engineer	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Chief Underground Structure Engineer	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Chief Architect	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience
Chief Railway System Expert	Bachelor Degree in the relevant field	<ul style="list-style-type: none"> • 15years or more working experience • 10years or more in Relevant Field • 2 years International experience

Consultant may propose other experts and supporting staffs required to accomplish the tasks outlined in

the ToR.

(2) Scope of works for the respective personnel

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

The following table is reference and the Consultant may modify it or propose additional experts required to accomplish the tasks indicated in the TOR. Other than above, supporting staff such as office manager, secretary, accountant, site supervisors, CAD operators and surveyors are to be assigned.

Table 3 : Scope of Work for experts

No.	Position	Major Tasks and Duties
A1	Team Leader	<ol style="list-style-type: none"> 1) Lead the detailed design task team. Ensure all deliverables are prepared in accordance with quality and time constraints. 2) As the representative of the Consultant, communicate with Employer and report to JV member firms. 3) Review the previous and on-going related studies and data collected 4) Identify appropriate design codes and standards in collaboration with the Design Standards for Chennai Metro Rail Project - Phase-I and Chennai Metro Rail Project - Phase-I Extension. 5) Detailed Design for Civil/Architectural works. 6) Recommend the Underground Safety system including ventilation system, firefighting system and evacuation method. 7) Preliminary Design for underground facility including station air-conditioning system and tunnel ventilation system. 8) Preliminary Design for Railway systems consists of Signaling, Telecommunications, Traction Power Supply, Sub-stations, Rolling Stock and Maintenance Equipment, OCC, PIS and AFC. 9) Discuss with the Document and Cost Manger, Contract Manager for preparation Bid Documents including Pre-qualification documents. 10) Assist the Employer in Announcement of Pre-qualification, evaluation of the PQ Documents submitted by applicant; prepare PQ Evaluation Reports recommending the Short Lists. 11) Assist the Employer in bid issue, pre-bid conference, response to the bidder's questions, prepare the Addendums if necessary. 12) Conduct bid clarification meeting with the evaluated bidders. 13) Prepare the Bid Evaluation Reports. 14) Draft the Contract Agreements for signing. 15) Prepare monthly progress reports and quarterly progress reports in a form agreed with the PMU and JICA (in PSR), and submit the reports within 10

No.	Position	Major Tasks and Duties
		<p>days before the end of the month or quarter to which they refer.</p> <p>16) 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.</p> <p>17) Prepare a final report for each and all contracts.</p>
A2	Office Administration Manager	<p>1) Report to Team Leader</p> <p>2) Manage the office administration.</p> <p>3) Prepare and compile periodical invoices for submission to CMRL.</p> <p>4) Prepare the procedures to be followed by project office staff.</p> <p>5) Work as a logistics coordinator with CMRL and JICA.</p>
A3	Chief Contract-Financial Manager	<p>1) Report to Team Leader.</p> <p>2) Manage the contract/documentation team.</p> <p>3) Prepare Bid Documents for each contract including PQ documents.</p> <p>4) Draft PQ Announcement in Newspaper.</p> <p>5) Prepare Bid/PQ evaluation criteria.</p> <p>6) Draft addendums if required.</p> <p>7) Prepare the Question and Answer.</p> <p>8) Evaluate bid documents and recommend Team Leader the evaluated lowest bidder.</p> <p>9) Attend/lead the Contract clarification meeting.</p>
A4	Contract Manager (Civil)	<p>1) Report to Team Leader.</p> <p>2) Review existing Contract Documents.</p> <p>3) Prepare the Draft Contract Agreements for each contract.</p> <p>4) Assist the Employer in Bidding Management.</p> <p>5) Attend Clarification Meetings and finalize Contract Agreements for each contract.</p>
A5	Contract Manager (Railway System)	<p>1) Report to Team Leader.</p> <p>2) Review existing Contract Documents.</p> <p>3) Prepare the Draft Contract Agreements for each contract.</p> <p>4) Assist the Employer in Bidding Management.</p> <p>5) Attend Clarification Meetings and finalize Contract Agreements for each contract.</p>
A6	Document & Cost Expert	<p>1) Report to Chief Contract-Financial Manager.</p> <p>2) Review existing Contract Documents.</p>

No.	Position	Major Tasks and Duties
		3) Prepare Bid Documents for each contract including PQ documents. 4) Prepare the Engineering Estimate of each contract package.
A7	Technical Specification Expert (Civil & Building)	1) Report to Chief Contract-Financial Manager. 2) Review the Technical Specifications applied to Chennai Metro Rail Project Phase 1. 3) Prepare Technical specifications for Civil/Building works, others applied to Chennai Metro Rail Project Phase 2.
A8	Technical Specification Expert (Railway System)	1) Report to Chief Contract-Financial Manager. 2) Review the Technical Specifications applied to Chennai Metro Rail Project Phase 1. 3) Prepare Technical specifications for Railway System, Track works, others applied to Chennai Metro Rail Project Phase 2.
A9	Manual Expert	1) Report to Chief Contract-Financial Manager. 2) Review the Manual applied to Chennai Metro Rail Project Phase 1. 3) Prepare Manual applied to Chennai Metro Rail Project Phase 2.
A10	Cost Control & Estimation Expert	1) Report to Chief Contract-Financial Manager. 2) Establish templates used for Bill of Quantities. 3) Estimate basic construction cost like labor cost, material cost, equipment cost and others necessary for estimation the project cost 4) Prepare the preambles for each contract
A11	Quantity Surveyor / Cost Estimator	1) Report to Chief Contract-Financial Manager. 2) Correct related information of unit cost. 3) Gather data from each experts and catalog as BOQ.
A12	Chief Program Expert	1) Report to Team Leader. 2) Review existing project master program and up-date to feasible the Project Master Program. 3) Review and update the Project Master Program at regular interval and big event. 4) Advise the Team Leader any action required from the Employer.
A13	Railway System Safety Expert (RAM, RAMS)	1) Report to Team Leader. 2) Review the system safety plan applied to Chennai Metro Rail Project Phase 1. 3) Prepare system safety plan applied to Chennai Metro Rail Project Phase 2.
A14	Health and Safety Expert	1) Report to Team Leader. 2) Review the relevant health and safety requirements applied to Chennai

No.	Position	Major Tasks and Duties
		<p>Metro Rail Project Phase 2.</p> <p>3) Analyze the risks and vulnerabilities for health and safety in construction.</p> <p>4) Develop the PQ and tender documents in preparing health and safety requirements.</p>
A15	HIV/AIDS Prevention Campaign and Gender Expert	<p>1) Report to the Social Environment Expert.</p> <p>2) Prepare the HIV/AIDS prevention campaign program.</p> <p>3) Assist CMRL in preparing a gender action plan.</p> <p>4) Prepare the mockup of the key stations and conduct public hearings including the vulnerable, women including pregnant, and the old.</p> <p>5) Prepare the tender document in developing HIV/AIDS prevention program.</p> <p>6) Prepare the relevant items for implementing the gender action plan in the PQ and tender document.</p>
A16	Demand Forecast Expert	<p>1) Report to Team Leader</p> <p>2) Review the methodology taken for the traffic demand forecast under feasibility study</p> <p>3) Conduct a supplemental traffic survey</p> <p>4) Establish the future traffic demand forecast for both the entire alignment and stations</p>
A17	Traffic Integration Expert	<p>1) Report to Team Leader</p> <p>2) Review and analyze the concerned transportation plan</p> <p>3) Design the inter-modal transfer facilities and structures</p> <p>4) Establish the traffic management protocol for ensuring inter-operability among the MRT lines.</p>
A18	Train Operation Expert	<p>1) Report to Team Leader</p> <p>2) Analyze the passenger demand forecast and transport capacity requirements and prepare the train operation plans</p> <p>3) Estimate required number of rolling stock including stand-by cars.</p> <p>4) Assist the Employer in the establishment of a Train Operation and Maintenance Group for Chennai Metro Rail Project Phase 2 within CMRL, considering all financial and law aspects</p> <p>5) Prepare Maintenance Plan for Chennai Metro Rail Project Phase 2</p> <p>6) Prepare Staff Recruiting and Training Plans</p> <p>7) Reinforce Train operation safety manuals</p> <p>8) Conduct System Safety Analysis</p>

No.	Position	Major Tasks and Duties
A19	Natural Environmental Expert	<ol style="list-style-type: none"> 1) Report to Team Leader 2) Review and update EIA Report and EMP as appropriate; incorporate necessary technical specifications following design and contract documentation; 3) Review the environmental and social impact, mitigation measure monitoring result applied to Chennai Metro Rail Project Phase 1. 4) Assist CML in preparation of and taking necessary procedures in accordance with in the EIA Report and the conditions stated in Environmental Clearance Certificate (ECC) for the Project, if any; 5) Assist CMRL in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations; 6) Assist CMRL in obtaining necessary permits from relevant authorities and/or departments in accordance with the planned implementation schedule which will be stated in the EIA Report; 7) During the preparation of bidding documents, clearly include environmental responsibilities as explained in the EIA Report and EMP as “Environmental Contract Specifications (ECS)”; 8) Assist CMRL in reviewing the Contractor’s Environmental Program to be prepared by the contractor in accordance with EIA, EMP, ECC, and ECS relevant plans and JICA Environmental Guidelines and to make recommendations to CMRL regarding any necessary amendments for its approval; 9) Assist CMRL to implement the measures identified in the Project’s Environmental Management Plan (EMP); 10) Monitor the effectiveness of EMP and negative impacts on environment caused by the construction works and provide technical advice, including a feasible solution proposal, so that CMRL can carry out improvement when necessary; 11) Monitor compliance with conditions stated in the EPC as well as the requirements under EMP and JICA Environmental Guidelines. Submit the Environmental Monitoring Report to CMRL at every three months after the commencement of the services until the completion of the Project. After the completion of the Project, the Report will be submitted [semiannually or annually] for two (2) years. The Environmental Monitoring Form attached as Appendix # will be filled and attached to the

No.	Position	Major Tasks and Duties
		<p>Report. Assist CMRL in preparation of the answer to the request from JICA's advisory committee or environmental and social considerations if necessary;</p> <p>12) Assist CMRL in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on EMP and EMoP;</p> <p>13) Supervise Contractor's activities to check compliance with CEP and prepare periodic monitoring reports.</p> <p>14) Assist CMRL in the capacity building of CMRL staff on environmental management, through workshops, seminars, and on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting;</p> <p>15) At the completion of project, (a) undertake final environmental monitoring and evaluation against the set indicators, (b) evaluate sustainability of environmental benefits associated with the project, taking into account both positive and negative impacts associated with the project, and (c) describe the results of the evaluation in Project Completion Report for the project.</p>
A20	Social Environmental Expert	<p>1) Report to Team Leader</p> <p>2) Assist in preparation of Land Acquisition Plan (LAP) in conformity with Local Laws and Regulation; and RAP</p> <p>3) Review the land acquisition and resettlement, as well as income restoration program applied to Chennai Metro Rail Project Phase 1.</p> <p>4) Review and update RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to PAPs; Prepare a retrospective monitoring Report to submit to CMRL in case RAP implementation has started before hiring the consultant,</p> <p>5) Assist CMRL and the RAP implementation NGO (INGO) in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. The places where each eligible PAPs will relocate to are necessary to be recorded so that CMRL could implement monitoring on income and living conditions of resettled persons;</p>

No.	Position	Major Tasks and Duties
		<p>6) Assist CMRL in supervising the social assessment consultant in conducting social assessment during early stage of the detailed design stage and review the existing income restoration plan and special assistance plan for vulnerable PAPs and revise/update the contents of the plans if necessary based on priorities identified through the social assessment during detailed design stage with support of relevant government agencies and Non-Governmental Organizations (NGOs). The following contents should be included in the plans;</p> <ul style="list-style-type: none"> i. Skills Training ii. Project related Job Opportunities iii. Provision of social welfare grant iv. Provision of Agricultural Extension Services v. Provision of the special allowance to vulnerable PAPs <p>7) Assist CMRL to implement the measures identified in the Project's Resettlement Action Plan (RAP).</p> <p>8) Monitor land acquisition, involuntary resettlement, and compensation activities being undertaken by (name of Executing Agency) and/or competent authorities in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP Monitoring Form attached as Appendix H will be filled and attached to the Report;</p> <p>9) After verifying the Land Acquisition and Resettlement Monitoring Report by (name of Executing Agency), assist submitting the Report to JICA as part of the Progress Status Report every three months after the commencement of the services until the completion of the Project and [semiannually or annually] until land acquisition and resettlement activities including livelihood restoration program are completed after the completion of the Project;</p> <p>10) Assist in procurement of Implementation NGO (INGO) and external monitoring agency (EMA). The ToR for INGO/EMA is be attached in RAP and will be agreed between CMRL and JICA in the course of Environmental Review of JICA</p> <p>11) Assist CMRL, INGO and EMA in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing</p>

No.	Position	Major Tasks and Duties
		<p>feedback their comments on RAP;</p> <p>12) Assist CMRL in establishment of grievance redress mechanism including formation of Grievance Redress Committee;</p> <p>13) Assist CMRL to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law;</p> <p>14) Provide technical services with grievance redress committee for keeping and updating records when necessary;</p> <p>15) Provide skills transfer with respect to resettlement and land acquisition, through workshops, seminars, and on-the-job training, to the CMRL engineers.</p>
A21	Accounting and Financial Expert	<p>1) Report to Team Leader</p> <p>2) Estimate the total project cost, the investment cost, O&M cost, administration cost and financial cost and propose the tariff structure to sustain financial viability of CMRL.</p> <p>3) Review and update the budget, financial and accounting rules, policy and manuals of CMRL in integrated manner with Chennai Metro Rail Project Phase 1.</p>
A22	Training Expert	<p>1) Report to Team Leader</p> <p>2) Prepare training program for CMRL to provide opportunity to enhance planning and development capacity</p> <p>3) Implement the training program</p>
A23	Chief Railway Civil Expert	<p>1) Report to Team Leader.</p> <p>2) Manage all staff relate to Civil, Structural, Building, Architectural works.</p> <p>3) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards.</p> <p>4) Prepare the infrastructure system plan, engineering study.</p> <p>5) Manage Field Survey and investigation.</p> <p>6) Prepare the construction arrangement plan.</p> <p>7) Conduct Technology transfer to local experts and Employer's staff through OJT.</p> <p>8) Prepare answers to the questions rose from the bidders.</p> <p>9) Evaluate bid documents submitted by bidders.</p>

No.	Position	Major Tasks and Duties
A24	Railway Alignment Expert	<ol style="list-style-type: none"> 1) Report to Team Leader. 2) Conduct detailed review on the alignments of concerned structures. 3) Determine the detailed alignment.
A25	Topographic Survey Expert	<ol style="list-style-type: none"> 1) Report to Railway Alignment Experts. 2) Conduct the topographic survey along the expected alignment.
A26	Chief Elevated Structure Engineer	<ol style="list-style-type: none"> 1) Report to Chief Railway Civil Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the structure plan, and engineering study 4) Coordinate with Chief Architect in designing station structure. 5) Design Standards, Design Criteria, Loading Scheme including underground structures 6) Assist Chief Railway Civil Engineer in preparation of answer to questions from bidders. 7) Evaluate bidder's proposal for civil/structure works. 8) Supervise the Substructure Expert & Engineers, Sub-structure expert (Station) and Engineers (Station), Super-structure Expert & Engineers, Super-structure Expert & Engineers (Station) and Engineers.
A27	Sub-Structure Engineer	<ol style="list-style-type: none"> 1) Report to Chief Elevated Structure Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the structure plan, and engineering study. 4) Substructure Design Standards, Sub-structure Design Criteria, Loading Scheme including underground structures. 5) Design Standards, Design Criteria, Loading Scheme 6) Assist Chief Railway Civil Engineer in preparation of answer to questions from bidders.
A28	Super-Structure Engineer	<ol style="list-style-type: none"> 1) Report to Chief Elevated Structure Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the structure plan, and engineering study. 4) Super-structure Design Standards, Super-structure Design Criteria, Loading Scheme including underground structures. 5) Design Standards, Design Criteria, Loading Scheme. 6) Chief Railway Civil Engineer in preparation of answer to questions from

No.	Position	Major Tasks and Duties
		bidders
A29	Elevated Station Structure Engineer	1) Report to Chief Elevated Structure Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the structure plan, and engineering study. 4) Design Coordinate with Station Design Engineer (Structure, Architect and Mechanical). 5) Design Standards, Design Criteria, Loading Scheme. 6) Chief Railway Civil Engineer in preparation of answer to questions from bidders.
A30	Structure Engineer	1) Report to Chief Elevated Structure Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the structure plan, and engineering study. 4) Design Coordinate with related Design Engineer. 5) Design Standards, Design Criteria, Loading Scheme. 6) Chief Railway Civil Engineer in preparation of answer to questions from bidders.
A31	Chief Underground Structure Engineer	1) Report to Chief Railway Civil Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the structure plan, and engineering study 4) Coordinate with Chief Architect in designing station structure. 5) Design Standards, Design Criteria, Loading Scheme including underground structures 6) Assist Chief Railway Civil Engineer in preparation of answer to questions from bidders. 7) Evaluate bidder's proposal for civil/structure works. 8) Supervise the Underground Structure Expert & Engineer C&C, Tunneling Expert, Underground Structure Engineer TBM, TBM/Plant Expert (Mech. Elec.), Tunnel Mechanical & Electrical Engineers, Construction Plan/Temporal Works, Construction Planning Engineer and Underground Temporary Work Engineer.
A32 ~ A35	Underground Station Structure Engineer	1) Report to Chief Underground Structure Engineer. 2) Design Standards, Design Criteria, Loading Scheme for underground

No.	Position	Major Tasks and Duties
	(1)~(4)	<p>structures including temporary works.</p> <p>3) Plan and coordinate with owners of utilities regarding utility diversion/protection.</p> <p>4) Plan and coordinate with traffic police regarding traffic diversion and restriction during construction.</p> <p>5) Assist Chief Railway Civil Engineer in preparation answer to questions rose by bidders</p> <p>6) Assist Chief Railway Civil Engineer in evaluation bid documents submitted by bidders.</p>
A36	Underground Structure Engineer (Cut & Cover)	<p>1) Report to Chief Underground Structure Engineer.</p> <p>2) Design Standards, Design Criteria, Loading Scheme for underground structures including temporary works.</p> <p>3) Plan and coordinate with owners of utilities regarding utility diversion/protection.</p> <p>4) Plan and coordinate with traffic police regarding traffic diversion and restriction during construction.</p> <p>5) Assist Chief Railway Civil Engineer in preparation answer to questions rose by bidders</p> <p>6) Assist Chief Railway Civil Engineer in evaluation bid documents submitted by bidders.</p>
A37 ~ A40	Tunnel Engineer (1) ~ (4)	<p>1) Report to Chief Underground Structure Engineer.</p> <p>2) Review the geotechnical and flora and fauna conditions along the railway alignment.</p> <p>3) Compare and determine the tunneling construction method.</p> <p>4) Develop the tunnel construction plan and methodologies.</p>
A41	Hydrologic Expert	<p>1) Review and evaluate the result of hydrological survey in the previous study.</p> <p>2) Study and determine items and method for hydrological survey.</p> <p>3) Implement and control survey.</p> <p>4) Assist in design works of depot, viaduct and underground structures.</p>
A42	Construction Plan & Temporary Work Expert	<p>1) Report to Chief Underground Structure Engineer.</p> <p>2) Make a working plan for traffic diversion for construction underground stations and transition structure.</p> <p>3) Investigate the site of girders/segments fabrication yards.</p>
A43	Geotechnical	<p>1) Report to the Chief Railway Civil Engineer.</p>

No.	Position	Major Tasks and Duties
	Engineer	2) Conduct the geotechnical survey for the railway alignment. 3) Propose the geotechnical design value for calculations based on geotechnical investigations. 4) Prepare the geotechnical report.
A44	Traffic Management Engineer	1) Report to the Chief Railway Civil Engineer. 2) Prepare the plan related to traffic diversion for construction. 3) Coordinate with stakeholders related traffic control such as municipalities, polices, bus operators, fire-fighting department, etc. 4) Attend the pre-bid conference and prepare answer to the questions rose by bidders related to traffic control. 5) Evaluate the bid submitted by bidders.
A45	Utility Management Engineer	1) Report to the Chief Railway Civil Engineer. 2) Consult with the relevant authorities and obtain the utilities maps. 3) Conduct the trial digging along the railway alignment. 4) Develop the utility location maps. 5) Assist CMRL's supervision of utility relocation till the completion of consulting service.
A46	Chief Architect	1) Report to Team Leader. 2) Manage staff related to architectural/building works. 3) Coordinate between civil expert and architect, building expert and Electrical & Mechanical Expert related to station design. 4) Attend pre-bid conference and prepare answer to the questions rose by bidders related to architectural/building work. 5) Evaluate the documents submitted by bidders.
A47	Architectural Expert (Elevated Station)	1) Report to the Chief Architect. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Review the environment and social conditions around the facilities. 4) Prepare the architectural design for the elevated stations.
A48	Architectural Expert (Underground Station)	1) Report to the Chief Architect. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Review the environment and social conditions around the facilities. 4) Prepare the architectural design for the underground stations.
A49	Station Layout	1) Report to the Chief Architect.

No.	Position	Major Tasks and Duties
	Planner (Elevated Station)	2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare station layout plan of the station buildings.
A50	Station Layout Planner (Underground Station)	1) Report to the Chief Architect. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare station layout plan of the station buildings.
A51	BIM Expert (Elevated Station)	1) Report to the Chief Architect. 2) Prepare Building Information Modeling (BIM) Execution Plan(BEP) 3) Prepare BIM modeling. 4) Review the station facilities by BIM modeling.
A52 ~ A53	BIM Expert (Underground Station) (1) ~ (2)	1) Report to the Chief Architect. 2) Prepare BIM Execution Plan(BEP) 3) Prepare BIM modeling. 4) Review the station facilities by BIM modeling.
A54	Passenger Flow Analysis (Evacuation Analysis)	1) Report to the Chief Architect. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Analyze the passenger flow for evacuation in case of emergency situations
A55	Landscape Expert	1) Report to the Chief Architect. 2) Review the land and surrounding environments in and around the station area. 3) Consult with the relevant local authorities. 4) Design the station front landscape for each station.
A56	Building Expert (Station)	1) Report to the Chief Architect. 2) Review the geotechnical and relevant survey data. 3) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 4) Design the station structure based on Indian's Building Design Code.
A57	Signage Expert	1) Report to the Chief Architect. 2) Conduct designs of Signage
A58	Building Electrical Expert (Elevated Station)	1) Report to the Chief Architect and Building Expert (Station). 2) Analyze design requirements for electrical equipment for elevated sections.

No.	Position	Major Tasks and Duties
		3) Conduct electrical design of buildings.
A59	Building Electrical Expert (Underground Station)	1) Report to the Chief Architect and Building Expert (Station). 2) Analyze design requirements for electrical equipment for underground sections. 3) Conduct electrical design of buildings.
A60	Building Mechanical Expert (Elevated Station)	1) Report to the Chief Architect and Building Expert (Station). 2) Analyze design requirements for mechanical equipment for elevated section. 3) Conduct mechanical design of buildings.
A61	Building Mechanical Expert (Underground Station)	1) Report to the Chief Architect and Building Expert (Station). 2) Analyze design requirements for mechanical equipment for underground section. 3) Conduct mechanical design of buildings.
A62	Lift and Escalator Expert	1) Report to the Chief Architect and Building Expert (Station). 2) Analyze the performance provisions for lift and escalators. 3) Conduct designs of lifts and escalators.
A63	Building Facility Expert	1) Report to the Chief Architect and Building Expert (Station). 2) Analyze design requirements from Universal Design point of view for both elevated and underground sections. 3) Conduct facility design of buildings.
A64	Depot Design Engineer	1) Report to Team Leader. 2) Design depot layout. 3) Design arrangement of stabling yard. 4) Inspection facilities and equipment.
A65	Depot Civil Engineer	1) Report to Depot Design Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Execute Field Survey and investigation. 4) Conduct land development.
A66	Building Expert (Depot)	1) Report to Depot Design Engineer. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Review the geotechnical and relevant survey data. 4) Design Building in the Depot.

No.	Position	Major Tasks and Duties
		5) Conduct architectural design of buildings for the depot.
A67	Resident Engineer (CP-01, CP-10) <UG1, EV3>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A68	QA/QC Engineer (CP-01, CP-10) <UG1, EV3>	1) Report to Resident Engineer. 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
A69	Quantity Surveyor (CP-01, CP-10) <UG1, EV3>	1) Report to Resident Engineer. 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
A70	Resident Engineer (CP-02, CP-03) <UG2, UG3>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A71	QA/QC Engineer (CP-02, CP-03) <UG2, UG3>	1) Report to Resident Engineer. 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
A72	Quantity Surveyor (CP-02, CP-03)	1) Report to Resident Engineer. 2) Analyzing completed work and arranging payment to contractors.

No.	Position	Major Tasks and Duties
	<UG2, UG3>	3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
A73	Resident Engineer (CP-04, CP-05) <UG4, UG5>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A74	QA/QC Engineer (CP-04, CP-05) <UG4, UG5>	1) Report to Resident Engineer. 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
A75	Quantity Surveyor (CP-04, CP-05) <UG4, UG5>	1) Report to Resident Engineer. 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
A76	Resident Engineer (CP-06, CP-07) <UG6, UG7>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A77	QA/QC Engineer (CP-06, CP-07) <UG6, UG7>	1) Report to Resident Engineer. 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
A78	Quantity Surveyor	1) Report to Resident Engineer.

No.	Position	Major Tasks and Duties
	(CP-06, CP-07) <UG6, UG7>	2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
A79	Resident Engineer (CP-08, CP-09) <EV1, EV2>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A80	QA/QC Engineer (CP-08, CP-09) <EV1, EV2>	1) Report to Resident Engineer. 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
A81	Quantity Surveyor (CP-08, CP-09) <EV1, EV2>	1) Report to Resident Engineer. 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
A82	Chief Railway System Expert	1) Report to Team Leader. 2) Manage staff related to Railway System. 3) Review the previous and on-going related studies and data collected. 4) Technology transfer. 5) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards.
A83	Railway & Track Expert	1) Report to the Chief Railway System Expert. 2) Analyze the performance provisions for the applied tracks. 3) Conduct track designs.
A84	Sub-station /SCADA Expert	1) Report to the Chief Railway System Expert. 2) Analyze the networks and performances of surrounding transmission lines and substations. 3) Develop performance provisions for the substations. 4) Conduct substation designs.

No.	Position	Major Tasks and Duties
A85	Power Supply Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert 2) Analyze the networks and performances of surrounding transmission lines and substations. 3) Conduct power distribution plan.
A86	Overhead Contact Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert 2) Work with other team members to ensure the performances needed for overhead contact 3) Develop performance provisions for the overhead contact 4) Conduct overhead contact designs
A87	Signaling Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert 2) Develop performance provisions for the signaling system 3) Conduct signaling designs
A88	Telecommunication Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert 2) Analyze the applied system for Chennai Metro Rail Project - Phase-I and Phase-I Extension and ensure the design requirement for inter-operability between Chennai Metro Rail Project Phase 1 3) Develop performance provisions for the telecommunication system including Wifi 4) Conduct telecommunication designs
A89	Facility SCADA Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert 2) Analyze the applied system for Chennai Metro Rail Project Phase 1 and ensure the design requirement for inter-operability between Chennai Metro Rail Project Phase 1. 3) Conduct facility SCADA designs.
A90	Automatic Fare Collection (AFC) Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert. 2) Analyze the applied system for Chennai Metro Rail Project Phase 1 and ensure the design requirement for inter-operability between Chennai Metro Rail Project Phase 1. 3) Develop performance provisions for the Automatic Fare Collection (AFC). 4) Conduct designs of AFC.
A91	Platform Screen Door (PSD) Expert	<ol style="list-style-type: none"> 1) Report to the Chief Railway System Expert. 2) Analyze the applied system for the Chennai Metro Rail Project Phase 1. 3) Develop performance provisions for the Platform Screen Door (PSD). 4) Conduct designs of PSD.
A92	Rolling Stock	<ol style="list-style-type: none"> 1) Report to Chief Railway System Expert.

No.	Position	Major Tasks and Duties
	Expert	2) Review existing Rolling Stock specification and update Employer's Requirements. 3) Prepare PQ requirements for contract for rolling stock procurement. 4) Attend to the pre-bid conference and prepare answer to the questions rose by bidders related to rolling stock. 5) Technically evaluate documents submitted by bidders.
A93	Tunnel Ventilation Expert	1) Report to Chief Railway Civil Expert 2) Analyze the applied requirements for Chennai Metro Rail Project Phase 1 3) Design air conditioning & ventilation system including cooling/ventilation towers, 4) Select necessary equipment for smoke/fire control system
A94	Depot Equipment Expert	1) Report to Depot Design Engineer and Chief Railway System Expert. 2) Work with other experts concerned with rolling stocks and depot. 3) Prepare the necessary depot equipment list. 4) Develop the designing works with relevant performance provisions for depot equipment.
A95	Resident Engineer (CP-11~CP15, 27) <E&M>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A96	Resident Engineer (CP-16~17, 28) <Depot, OCC>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 5) Coordinate with all the parties in assisting CMRL in the preparation of

No.	Position	Major Tasks and Duties
		public relations information.
A97	QA/QC Engineer (CP-16~17, 28) <Depot, OCC>	1) Report to Resident Engineer. 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
A98	Quantity Surveyor (CP-16~17, 28) <Depot, OCC>	1) Report to Resident Engineer. 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
A99	Resident Engineer (CP-20~25) <Railway System>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 5) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
A100	Resident Engineer (CP-26) <Rolling Stock>	1) Report to Team Leader. 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.

Table 4 : Scope of Work for the Local experts

No.	Position	Major Tasks and Duties
B1	Deputy Team Leader	1) Report to Team Leader 2) Review the previous and on-going related studies and data collected 3) Prepare the Public Relations strategy and establish project web-site.

No.	Position	Major Tasks and Duties
		4) Supervise all local engineers and staff. 5) Coordinate the local authorities related to the traffic management during construction.
B2	Office Administration Manager	1) Assist the Office Administration Manager. 2) Look after the office maintenance, supply the office furniture and consumables, and administrative activities. 3) Coordinate with local authorities to acquire necessary information as required. 4) Provide support to the Office Administration Manager to comprehend local laws, rules and documents, which may be written in local language.
B3	IT Engineer	1) Report to Office Administration Manager. 2) Establish the computer system for the entire GC team. 3) Manage hardware and software which is used in GC.
B4	Contract Administration Engineer	1) Assist the Chief Contract-Financial Manager 2) Deal with the Tender packages including all stages from the start to the award of finalized contract agreements. 3) Evaluate all types of bids, both technical and financial, with the assistance of the relevant subject matter specialists.
B5	Cost Estimation Engineer	1) Report to Quantity Surveyor / Cost Estimate 2) Establish templates used for Bill of Quantities. 3) Estimate basic construction cost like labor cost, material cost, equipment cost and others necessary for estimation the project cost 4) Gather data from each experts and catalog as BOQ 5) Prepare the preambles for each contract
B6	TAX and Duties and Insurance Specialist	1) Report to the Chief Contract-Financial Manager. 2) Review the legal and procedural regulations in Tamil Nadu for tax (including exemption procedures), duties, and insurance. 3) Prepare the PQ and bidding document with regard to tax, duties, and insurance.
B7	Specification Engineer (Civil)	1) Report to Technical Specification Expert (Civil & Building). 2) Review the Technical Specifications applied to Chennai Metro Rail Project Phase 1. 3) Prepare Technical specifications for Civil/Building works, Track works, others applied to Chennai Metro Rail Project Phase 2.
B8	Specification	1) Report to Technical Specification Expert (Railway System).

No.	Position	Major Tasks and Duties
	Engineer (E&M)	2) Review the Performance Specifications applied to Chennai Metro Rail Project Phase 1. 3) Prepare performance specifications for E&M system contract(s) and rolling stocks contract of Chennai Metro Rail Project Phase 2.
B9	Manual Engineer	1) Report to Manual Expert. 2) Review the Manual applied to Chennai Metro Rail Project Phase 1. 3) Prepare Manual applied to Chennai Metro Rail Project Phase 2.
B10	Schedule Engineer	1) Report to Construction Schedule Expert. 2) Review existing project master program and up-date to feasible the Project Master Program. 3) Review and update the Project Master Program at regular interval and big event. 4) Advise the Team Leader any action required from the Employer.
B11	Quality Control Engineer	1) Report to Chief Contract-Financial Manager. 2) Review and update existing Quality Assurance System and Manuals for Quality Control. 3) Reinforce a CMRL Quality Assurance System.
B12	System Safety Engineer	1) Report to Railway System Safety Expert (RAM, RAMS). 2) Develop the PQ and tender documents in preparing system safety requirements. 3) Establish Safety Management System covering the comprehensive safety management in whole railway system which shall include; safety requirements for disaster protection of fire, flooding, earthquakes and lightning, train operation rules. 4) Develop an emergency procedures including contact networking with hospitals, fire stations, polices stations, military bases, and other organizations, if any. 5) Propose all safety concerns to be proposed for the better safety management system.
B13	Environmental Monitoring Specialist	1) Report to Natural Environmental Expert, Social Environmental Specialist and Railway Civil Expert. 2) Review the environmental and social monitoring result of Chennai Metro Rail Project Phase 1. 3) Preparing the environmental monitoring and conducting the monitoring during construction. Assist CMRL in public relations.

No.	Position	Major Tasks and Duties
B14	Health & Safety Engineer	<ol style="list-style-type: none"> 1) Report to Health and Safety Expert. 2) Prepare guidelines for construction safety to be followed by Suppliers.
B15	HIV/AIDS Prevention Campaign	<ol style="list-style-type: none"> 1) Report to HIV/AIDS Prevention Campaign and Gender Expert. 2) Prepare a guideline for HIV/AIDS Protection Activities through consulting with any related authorities or other concerned bodies. 3) To establish of the HIV/AIDS Protection Plan for the Project.
B16	Demand Forecast Engineer	<ol style="list-style-type: none"> 1) Report to Demand Forecast Expert. 2) Assist Demand Forecast Expert in collecting necessary data, analysis surveys datum.
B17	Traffic Integration Planner 1	<ol style="list-style-type: none"> 1) Report to Traffic Integration Expert. 2) Assist Traffic Integration Expert in analyzing the traffic demand and transport capacity of public transport systems in Chennai Metropolitan Area. 3) Plan and propose integration plan of Chennai Metro Rail Project Phase 2 with existing and planned public transportation. 4) Assist Train Operation Expert in collecting necessary data, analysis surveys datum.
B18	Traffic Integration Planner 2	<ol style="list-style-type: none"> 1) Report to Traffic Integration Expert. 2) Assist Traffic Integration Expert in analyzing the traffic demand and transport capacity of public transport systems in urban and sub-urban area of Dhaka. 3) Plan and propose integration plan of Chennai Metro Rail Project Phase 2 with existing and planned public transportation. 4) Assist Train Operation Expert in collecting necessary data, analysis surveys datum.
B19	Train Operation Planner	<ol style="list-style-type: none"> 1) Report to Train Operation Expert. 2) Assist Train Operation Expert to analyze the passenger demand forecast and transport capacity requirements and prepare the train operation plans. 3) Estimate required number of rolling stock including stand-by cars. 4) Assist the Train Operation Expert in the establishment of a Train Operation and Maintenance Group for Chennai Metro Rail Project Phase 2 within CMRL, considering all financial and law aspects. 5) Prepare Maintenance Plan for Chennai Metro Rail Project Phase 2. 6) Prepare Staff Recruiting and Training Plans. 7) Reinforce Train operation safety manuals.

No.	Position	Major Tasks and Duties
		8) Conduct System Safety Analysis.
B20	Natural Environmental Specialist	1) Report to Natural Environmental Expert 2) Assist Natural Environmental Expert in all of his tasks. 3) Make additional data collection, such as baseline data if required. 4) Act as interface between GC and various agencies. 5) Continuously monitor Contractor's activities to check compliance with the ECC and CEP. 6) Prepare filed monitoring reports 7) Provide assistance to international expert for CMRL officials' capacity building activities. 8) Identify the location of Sensitive Receptors (especially, educational institutions, hospital and religious institutions) and distance from the center of the alignment, based on EIA report, maps, and field survey 9) Vibration impact prediction at reasonable number of locations selected at sample form and measures background vibration as baseline data
B21	Social Environmental Specialist	1) Report to Social Environment Expert 2) Assist Social Environmental Expert in all of his tasks. 3) Make additional data collection, if required. 4) Preparing a retrospective monitoring report in case that the land acquisition and resettlement have been started before hiring the consultant.. 5) Act as interface between GC and various agencies. 6) Continuously monitor INGO's activities to check compliance with the RAP. 7) Prepare filed monitoring reports 8) Provide assistance to international expert for CMRL officials' capacity building activities.
B22	Legal Specialist	1) Report to Legal Expert. 2) Review and update the legal provision of underground construction. 3) Assist CMRL in updating legal framework for the Project.
B23	Account and Financial Specialist	1) Report to Accounting and Financial Expert. 2) Estimate the total project cost, the investment cost, O&M cost, administration cost and financial cost and propose the tariff structure to sustain financial viability of CMRL. 3) Review and update the budget, financial and accounting rules, policy and

No.	Position	Major Tasks and Duties
		manuals of CMRL in integrated manner with Line 5.
B24	Training Coordinator	<ol style="list-style-type: none"> 1) Report to Training Expert. 2) Prepare training program for CMRL to provide opportunity to enhance planning and development capacity. 3) Implement the training program.
B25	Civil Engineer (1)	<ol style="list-style-type: none"> 1) Report to Chief Railway Civil Expert. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the civil engineering plan. 4) Execute Field Survey and investigation.
B26	Civil Engineer (2)	<ol style="list-style-type: none"> 1) Report to Chief Railway Civil Expert. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the civil engineering plan. 4) Execute Field Survey and investigation.
B27	Civil Engineer (3)	<ol style="list-style-type: none"> 1) Report to Chief Railway Civil Expert. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Prepare the civil engineering plan. 4) Execute Field Survey and investigation.
B28	Railway Alignment Engineer	<ol style="list-style-type: none"> 1) Report to Railway Alignment Expert. 2) Design the detailed engineering design for the track layout.
B29	Mapping Engineer	<ol style="list-style-type: none"> 1) Report to Railway Alignment Expert and Topographic Survey Expert. 2) Integrate survey results to the detailed design of track layout.
B30	Hydrologic Expert	<ol style="list-style-type: none"> 1) Report to Hydrologic Expert. 2) Review and evaluate the result of hydrological survey in the previous study. 3) Study and determine items and method for hydrological survey. 4) Implement and control survey. 5) Assist in design works of viaduct and underground.
B31	Survey Engineer	<ol style="list-style-type: none"> 1) Report to Sub Topographic Survey Expert, Hydrologic Expert and Geotechnical Expert. 2) Conduct and manage field survey.
B32	Sub-structure Engineer (1)	<ol style="list-style-type: none"> 1) Report to Sub Structure Expert. 2) Conduct the engineering design of substructures.

No.	Position	Major Tasks and Duties
B33	Sub-structure Engineer (2)	1) Report to Sub Structure Expert. 2) Conduct the engineering design of substructures.
B34	Super-Structure Engineer (1)	1) Report to Super Structure Expert. 2) Design the engineering design of super structures.
B35	Super-Structure Engineer (2)	1) Report to Super Structure Expert. 2) Design the engineering design of super structures.
B36	Elevated Station Structure Engineer	1) Report to Elevated Station Structure Expert. 2) Design the engineering design of elevated station structures.
B37	Structure Engineer	1) Report to Structure Expert. 2) Design and plan the related structures.
B38 ~ B51	Underground Station Structure Engineer (1)~(14)	1) Report to Underground Station Structure Expert. 2) Design the construction plan for underground station.
B52	Underground Structure Engineer (Cut & Cover)	1) Report to Underground Structure Expert (Cut and Cover). 2) Design the construction plan for cover and cut methodology for underground civil engineering.
B53 ~ B66	Tunnel Engineer (1) ~ (14)	1) Report to Tunnel Expert. 2) Design the construction plan for tunnel boring machine methodology for underground civil engineering.
B67~ B68	Construction Planning Engineer (1)~(2)	1) Report to Construction Plan & Temporal Works Expert 2) Make a working plan for traffic diversion for construction of transition structure. 3) Investigate the site of girders/segments fabrication yards.
B69~ B70	Underground Temporary Work Engineer (1)~(2)	1) Report to Construction Plan & Temporal Works Expert. 2) Make a working plan for traffic diversion for construction underground stations. 3) Investigate the site of girders/segments fabrication yards.
B71	Minor Structure Engineer	1) Report to Structure Expert. 2) Design and plan the related structures.
B72	Drainage Engineer	1) Report to Drainage Expert. 2) Design and plan the drainage engineering.
B73	Geotechnical Engineer	1) Report to Geotechnical Expert. 2) Conduct the geotechnical survey for the railway alignment. 3) Design and plan the geotechnical engineering.

No.	Position	Major Tasks and Duties
B74~ B76	Traffic Management Engineer (1)~(3)	1) Report to Traffic Management Expert 2) Design and plan the traffic management plan during construction 3) Assist CMRL to organize Traffic Management.
B77	Utilities Management Engineer	1) Report to Utility Management Expert. 2) Identify underground utility facilities and buried materials (e.g. existing foundations). 3) Assist CMRL to consult with concerned ministries and agencies to relocate, remove or protect those identified underground utilities and buried materials. 4) Assist CMRL's supervision of utility relocation till the completion of consulting service.
B78	Architect (Elevated Station)	1) Report to Architectural Expert (Elevated Station). 2) Conduct station architectural design of the elevated stations.
B79 ~ B85	Architect (Underground Station) (1) ~ (7)	1) Report to Architectural Expert (Underground Station) 2) Conduct station architectural design of the underground stations.
B86	Station Layout Engineer (Elevated Station)	1) Report to Station Layout Planner (Elevated Station) 2) Conduct station layout design of the elevated stations.
B87	Station Layout Engineer (Underground Station)	1) Report to Station Layout Planner (Underground Station) 2) Conduct station layout design of the underground stations.
B88	Architect (Interior Design)	1) Report to Chief Architect and Signage Expert. 2) Interior design of station building.
B89	BIM Engineer (Elevated Station)	1) Report to BIM Expert (Elevated Station). 2) Prepare BIM Execution Plan(BEP) 3) Prepare BIM modeling. 4) Review the station facilities by BIM modeling.
B90 ~ B103	BIM Engineer (Underground Station) (1)~(14)	1) Report to BIM Expert (Underground Station). 2) Prepare BIM Execution Plan(BEP) 3) Prepare BIM modeling. 4) Review the station facilities by BIM modeling.
B104	Landscape Engineer	1) Report to Landscape Expert. 2) Plan station area development master plan of each station and assist

No.	Position	Major Tasks and Duties
		CMRL to coordinate with relevant authorities.
B105	Building Engineer (Station)	1) Report to Building Expert (Station). 2) Conduct interface structure (e.g. staircases, pedestrian access etc.) and signage design of each stations.
B106~ B110	Building Electrical Engineer (1) ~ (5)	1) Report to Building Electrical Experts. 2) Design electrical design of each construction.
B111~ B115	Building Mechanical Engineer (1) ~ (5)	1) Report to Building Mechanical Experts. 2) Design mechanical design of each construction.
B116	Lift and Escalator Engineer	1) Report to Lift and Escalator Experts. 2) Design lift and escalator designated by architects.
B117	Depot Design Engineer	1) Report to Depot Design Expert. 2) Design depot layout. 3) Design arrangement of stabling yard. 4) Inspection facilities and equipment.
B118	Depot Civil Engineer	1) Report to Depot Civil Expert. 2) Review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards. 3) Execute Field Survey and investigation. 4) Conduct land development.
B119	Earthwork Engineer	1) Report to Depot Civil Expert. 2) Review the geotechnical conditions and surrounding environments around the construction site. 3) Design earthwork plan for Depot. 4) Develop the excavation method and determine the volume of the excavation.
B120	BIM Engineer (Depot Building)	1) Report to BIM Expert (Depot Building). 2) Prepare BIM Execution Plan(BEP) 3) Prepare BIM modeling. 4) Review the station facilities by BIM modeling.
B121	Building Engineer (Depot Building)	1) Report to Building Expert (Depot). 2) Conduct architectural design and interface structure (e.g. staircases, pedestrian access etc.) design for depot building.
B122	Deputy Resident Engineer (CP-01)	1) Report to Resident Engineer (CP-01). 2) Coordinate all elements of the construction activities.

No.	Position	Major Tasks and Duties
	<UG1>	3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B123	QA/QC Engineer (CP-01) <UG1>	1) Report to QA/QC Engineer (CP-01). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B124	Quantity Surveyor (CP-01) <UG1>	1) Report to Quantity Surveyor (QS) (CP-01). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B125	Deputy Resident Engineer (CP-02) <UG2>	1) Report to Resident Engineer (CP-02). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B126	QA/QC Engineer (CP-02) <UG2>	1) Report to QA/QC Engineer (CP-02). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B127	Quantity Surveyor (CP-02) <UG2>	1) Report to Quantity Surveyor (QS) (CP-02). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B128	Deputy Resident	1) Report to Resident Engineer (CP-03).

No.	Position	Major Tasks and Duties
	Engineer (CP-03) <UG3>	2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B129	QA/QC Engineer (CP-03) <UG3>	1) Report to QA/QC Engineer (CP-03). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B130	Quantity Surveyor (CP-03) <UG3>	1) Report to Quantity Surveyor (QS) (CP-03). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B131	Deputy Resident Engineer (CP-04) <UG4>	1) Report to Resident Engineer (CP-04). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B132	QA/QC Engineer (CP-04) <UG4>	1) Report to QA/QC Engineer (CP-04). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B133	Quantity Surveyor (CP-04) <UG4>	1) Report to Quantity Surveyor (QS) (CP-04). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.

No.	Position	Major Tasks and Duties
B134	Deputy Resident Engineer (CP-05) <UG5>	<ol style="list-style-type: none"> 1) Report to Resident Engineer (CP-05). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B135	QA/QC Engineer (CP-05) <UG5>	<ol style="list-style-type: none"> 1) Report to QA/QC Engineer (CP-05). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B136	Quantity Surveyor (CP-05) <UG5>	<ol style="list-style-type: none"> 1) Report to Quantity Surveyor (QS) (CP-05). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B137	Deputy Resident Engineer (CP-06) <UG6>	<ol style="list-style-type: none"> 1) Report to Resident Engineer (CP-06). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B138	QA/QC Engineer (CP-06) <UG6>	<ol style="list-style-type: none"> 1) Report to QA/QC Engineer (CP-06). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B139	Quantity Surveyor (CP-06) <UG6>	<ol style="list-style-type: none"> 1) Report to Quantity Surveyor (QS) (CP-06). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor.

No.	Position	Major Tasks and Duties
		4) Certify progress claim from Contractor.
B140	Deputy Resident Engineer (CP-07) <UG7>	1) Report to Resident Engineer (CP-07). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B141	QA/QC Engineer (CP-07) <UG7>	1) Report to QA/QC Engineer (CP-07). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B142	Quantity Surveyor (CP-07) <UG7>	1) Report to Quantity Surveyor (QS) (CP-07). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B143	Deputy Resident Engineer (CP-08) <EV1>	1) Report to Resident Engineer (CP-08). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B144	QA/QC Engineer (CP-08) <EV1>	1) Report to QA/QC Engineer (CP-08). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B145	Quantity Surveyor (CP-08) <EV1>	1) Report to Quantity Surveyor (QS) (CP-08). 2) Analyzing completed work and arranging payment to contractors.

No.	Position	Major Tasks and Duties
		3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B146	Deputy Resident Engineer (CP-09) <EV2>	1) Report to Resident Engineer (CP-09). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B147	QA/QC Engineer (CP-09) <EV2>	1) Report to QA/QC Engineer (CP-09). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B148	Quantity Surveyor (CP-09) <EV2>	1) Report to Quantity Surveyor (QS) (CP-09). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B149	Deputy Resident Engineer (CP-10) <EV3>	1) Report to Resident Engineer (CP-10). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B150	QA/QC Engineer (CP-10) <EV3>	1) Report to QA/QC Engineer (CP-10). 2) Develop schedules for quality checks of Works. 3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B151	Quantity Surveyor	1) Report to Quantity Surveyor (QS) (CP-10).

No.	Position	Major Tasks and Duties
	(CP-10) <EV3>	2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B152	Deputy Resident Engineer(CP-11,12) <E&M>	1) Report to Resident Engineer (CP-11,12). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B153	Deputy Resident Engineer(CP-13,14, 15) <Lift, Escalator>	1) Report to Resident Engineer (CP-13, 14, 15). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B154	Deputy Resident Engineer(CP-16) <Depot Civil>	1) Report to Resident Engineer (CP-16). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B155	QA/QC Engineer (CP-16,17) <Depot>	1) Report to QA/QC Engineer (CP-16, 17). 2) Develop schedules for quality checks of Works.

No.	Position	Major Tasks and Duties
		3) Arrange to have the necessary tests carried out for check of quality in the field for Work.
B156	Quantity Surveyor (CP-16,17) <Depot>	1) Report to Quantity Surveyor (QS) (CP-16, 17). 2) Analyzing completed work and arranging payment to contractors. 3) Manage the payments for Contractor. 4) Certify progress claim from Contractor.
B157	Deputy Resident Engineer(CP-28) <OCC>	1) Report to Resident Engineer (CP-28). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B158	Railway System Engineer	1) Report to Chief Railway System Expert. 2) Manage local staff related to Railway System. 3) Make coordination with the Chief Railway Civil Expert. 4) Assist Chief Railway System Expert in review the previous and on-going related studies and data collected including Chennai Metro Rail Project Phase 1 Design Standards.
B159	Track Engineer	1) Report to Railway and Track Expert. 2) Design track structure.
B160	Sub-station Engineer	1) Report to Sub-station/SCADA Expert. 2) Design sub-station, power supply and power distribution systems.
B161	Overhead Contact Engineer	1) Report to Overhead Contact Expert. 2) Design overhead power distribution and power supply system.
B162	Signaling Engineer	1) Report to Signaling Expert. 2) Design signaling system.
B163	Telecommunication Engineer	1) Report to Telecommunication Expert. 2) Design telecommunication system.
B164	Passenger Information System (PIS) Engineer	1) Report to Telecommunication Expert. 2) Design telecommunication system.

No.	Position	Major Tasks and Duties
B165	Automatic Fare Collection (AFC) Engineer	1) Report to Automatic Fare Collection (AFC) Expert. 2) Design automated fare collection system.
B166	Platform Screen Door (PSD) Engineer	1) Report to Platform Screen Door (PSD) Expert. 2) Design platform screen door system.
B167	Rolling Stock Engineer (Mechanical)	1) Report to Rolling Stock Expert (Mechanical). 2) Prepare mechanical basic design of rolling stock.
B168	Rolling Stock Engineer (Electrical)	1) Report to Rolling Stock Expert (Electrical). 2) Prepare electrical basic design of rolling stock.
B169	Depot Equipment Engineer	1) Report to Depot Equipment Expert. 2) Prepare list and specification for Equipment for rolling stock and depot.
B170	Deputy Resident Engineer (CP-18, CP-19) <Track>	1) Report to Resident Engineer (CP-18, CP-19). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B171	Deputy Resident Engineer (CP-17) <Depot Equipment>	1) Report to Resident Engineer (CP-17). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B172	Deputy Resident Engineer	7) Report to Resident Engineer (CP-20). 1) Coordinate all elements of the construction activities.

No.	Position	Major Tasks and Duties
	(CP-20) <Power Supply>	2) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 3) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 4) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 5) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B173	Deputy Resident Engineer (CP-22) <Signaling>	1) Report to Resident Engineer (CP-22). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B174	Deputy Resident Engineer (CP-21) <Telecomm.>	1) Report to Resident Engineer (CP-21). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws. 6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.
B175	Deputy Resident Engineer (CP-23) <AFC>	1) Report to Resident Engineer (CP-23). 2) Coordinate all elements of the construction activities. 3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors. 4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status. 5) Monitor the Contractor's compliance with regard to the insurance, bond

No.	Position	Major Tasks and Duties
		<p>obligation as well as the labor and tax laws.</p> <p>6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.</p>
B176	Deputy Resident Engineer (CP-24,25) <PSD>	<p>1) Report to Resident Engineer (CP-24, CP-25).</p> <p>2) Coordinate all elements of the construction activities.</p> <p>3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors.</p> <p>4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status.</p> <p>5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws.</p> <p>6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.</p>
B177	Deputy Resident Engineer (CP-26) <Rolling Stock>	<p>1) Report to Resident Engineer (CP-26).</p> <p>2) Coordinate all elements of the construction activities.</p> <p>3) Make suitable arrangement for monitoring the performance of the Contractors and their sub-contractors.</p> <p>4) Provide monthly reports covering the progress of the works including design, construction schedule and cost status.</p> <p>5) Monitor the Contractor's compliance with regard to the insurance, bond obligation as well as the labor and tax laws.</p> <p>6) Coordinate with all the parties in assisting CMRL in the preparation of public relations information.</p>

Chapter 6. Reporting

Within the scope of consulting services, the Consultant shall prepare and submit reports and documents to CMRL as shown in Table 4. The Consultant shall provide electronic copy of each of these reports.

Table 4: Reports and Documents

Category	Type of Report	Timing (After commencement of the Services)	No. of Copies
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General	Inception Report		Within 1 month	10
	Monthly Progress Report		By 10 th day of each month	10
Detailed Design	Project Definition Report		6 months	10
	Draft Detailed Design Report	Pkg 1 to 7:	12 months	10
		Pkg 8 to 10:	8 months	10
		Pkg 11to12:	12 months	10
		Pkg 16	6 months	10
	Final Detailed Design Report	Pkg 1 to 7:	20 months	10
		Pkg 8 to 10:	10 months	10
		Pkg 11to12:	20 months	10
		Pkg 16	6 months	10
	Final Design Report	Pkg 1 to 7:	24 months	10
		Pkg 8 to 10:	13 months	10
		Pkg 11to12:	24 months	10
		Pkg 16	9 months	10
	Cost Estimate Report	Pkg 1 to 7:	24 months	10
		Pkg 8 to 10:	13 months	10
		Pkg 11to12:	24 months	10
		Pkg 16	9 months	10
Tender Assistance	Pre-qualification Document Report / Bidding Document Report	Pkg 1 to 7: Pkg	20 months/26 months	10/10
		8 to 10:	10 months/14 months	10/10
		Pkg 11 to 12	33 months/37 months	10/10
		Pkg 13 to 15	33 months/37 months	10/10
		Pkg 16:	18 months/22 months	10/10
		Pkg 17:	24 months/28 months	10/10
		Pkg 18:	24 months/28 months	10/10
		Pkg 19-25:	24 months/28 months	10/10
		Pkg 26:	14 months/18 months	10/10
		Pkg 27:	33 months/37 months	10/10
		Pkg 28:	24 months/28 months	10/10
	Pre-qualification Evaluation Report		45 days after pre-qualification	10
	Technical Evaluation Report		45 days after opening of Technical Tender	10
	Tender Evaluation Report		45 days after opening of Financial Tender	10
	Environmental Monitoring Report		Every quarter	10

Environment and Social Safeguard	Land Acquisition and Resettlement Monitoring Report	Every month	10
	Environmental and Social Safeguard Evaluation Report	At the end of the consulting service	10
Construction supervision	Quarterly Progress Report	Every three months	10
	Operation and Maintenance Manual	6 months before commissioning and test run	20
	Construction Completion Report	Within three months after completion of construction	20

Contents to be included in each report are as follows:

(Monthly Progress report and Inception report)

- a) Inception Report: To be submitted within 1 month after the commencement of the services, presenting the methodologies, schedule, organization, etc.
- b) Monthly Progress Report: Describes briefly and concisely all activities and progress for the previous month by the 10th day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. Also indicates the work to be performed during the coming month.

(Detailed Design)

- a) Project Definition Report (10 copies), to be submitted in the 6th month after the commencement of services, presenting the design criteria and standards.
- b) Draft Detailed Design Report (10 copies), to be submitted in the 12th, 8th or 6th month (according to the package) after the commencement of services, presenting detailed engineering design.
- c) Final Detailed Design Report (10 copies), to be submitted in the 20th, 10th or 6th month after the commencement of services, compiling all the items carried out during services.
- d) Final Design Report (10 copies), to be submitted in the 24th, 13th or 9th month after the commencement of services, finalizing detailed design, cost estimate, bid plan, bid evaluation criteria, technical evaluation criteria and bidding documents through the incorporation of comments on the Draft Design Report, provided by and the Consultant.
- e) Cost Estimate Report (10 copies), to be submitted in the 24th, 13th or 9th month after the commencement of services, presenting detailed cost estimate.

(Tender Assistance)

- a) Pre-qualification Document Report (10 copies), to be submitted presenting the pre-qualification documents and its evaluation criteria.
- b) Bidding Document Report (10 copies), to be submitted presenting the bidding documents and bid

evaluation criteria.

- c) Pre-qualification Evaluation Report (10 copies) to present the results of the evaluation and to select the qualified applicants.
- d) Technical Evaluation Report (10 copies) to present the results of technical evaluation and to recommend the qualified applicants.
- e) Tender Evaluation Report (10 copies) to present the results of the tenders to select the most responsible contractors.

(Environment and Resettlement Monitoring)

- a) Environmental Monitoring Report (10 copies), to be submitted at every quarter after the commencement of the services, presenting the environmental impacts and implementation of environmental mitigation measures during and [at the completion of / after] the construction stage. Environmental monitoring forms attached as Appendix # will be filled and attached to the Report.
- b) Land Acquisition and Resettlement Monitoring Report (10 copies), to be submitted at every month during land acquisition and resettlement implementation period. RAP monitoring form attached as ANNEX III Attachment H will be filled and attached to the Report.
- c) Environmental and Social Safeguard Evaluation Report (10 copies), to be submitted by the end of the consulting services, presenting the EMP, EMoP and RAP prepared.

(Construction Supervision)

- a) Quarterly Progress Report (15 copies), to be submitted at every three (3) months during construction, presenting the progress status of the Project.
- b) Operation and Maintenance Manual (20 copies) containing technical procedures for the appropriate operation and maintenance of all project facilities.
- c) Construction Completion Report (20 copies), to be submitted within three (3) month after completion of construction, which comprises a full size of as-built drawings for all the structures and facilities completed, and the final details of the construction completed together with all data, records, material tests results, field books.

Chapter 7. 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

- i. Detailed Project Report for Chennai Metro Rail Phase-II Corridors (DPR) (February 2017)
- ii. Updated Detailed Project Report for Chennai Rail Phase-II Corridors (DPR) (October 2017)
- iii. GEOTECHNICAL INVESTIGATION REPORT Corridor - III (MMC Gate to Sipcot) (August 2016)
- iv. GEOTECHNICAL INVESTIGATION REPORT Corridor-V (Madhavaram Depot to Sholinganallur) (August 2016)
- v. TOPOGRAPHIC SURVEY REPORT OF CORRIDOR – 3 (June 2016)
- vi. TOPOGRAPHIC SURVEY REPORT OF CORRIDOR – 5 (June 2016)

2. Assignment of counterpart staff

Appoint counterpart officials, agent and representative as may be necessary for effective implementation of the Consulting Services;

3. Coordination with stakeholders

Coordinate with related ministries and agencies with the assistance by the Consultant.

4. 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

- i. Work permit and such other documents;
- ii. Entry and exit visas, residence permits, exchange permits and such other documents
- iii. clearance through customs;
- iv. instructions and information to officials, agent and representatives of the Borrower's Government;
- v. exemption from any requirement for registration to practice their profession;
- vi. privilege pursuant to the applicable law in India.

Annexure**Quality and Cost Based Selection (QCBS).**

Case 1	Ratio	80:20	Case2	Ratio	90:10
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For Y to beat the bid of X, the Cost of service for $(cx - Q * (qx - qy) * 0.8/0.2)$

Quality of Proposal evaluation – Q

Bidder	Scores
X	100
Y	90

Quality of Proposal evaluation – Q

Bidder	Scores
X	100
Y	90

Cost of Services – C

X	100
Y	80

Cost of Services – C

X	100
Y	80

Total Score ($Q \times 0.8 + C \times 0.2$)

X	96
Y	92

Total Score ($Q \times 0.9 + C \times 0.1$)

X	98
Y	91

For Y to beat the bid of X

Cost of Services – C

X	100
Y	60

Cost of Services – C

X	100
Y	10

Total Score ($Q \times 0.8 + C \times 0.2$)

X	92
Y	92

Total Score ($Q \times 0.9 + C \times 0.1$)

X	91
Y	91

QCBS vs. QBS

Quality and Cost Based Selection (QCBS), a method that takes into account the quality of the proposal and the cost of the services.

Quality Based Selection (QBS), is a method based on evaluating only the quality of the technical proposals and the subsequent negotiation of the financial terms of the contract with the highest ranked consultant.

In QCBS for the quality of proposals that have passed the minimum criteria, the financial bids are opened and final bid is arrived by the predefined Quality-Cost Ratio. Two scenarios are shown in the annexure for the commonly chosen ratios of (80:20 and (90:10).

We would observe that financial bid have to be significantly lower for the lower quality bidder to catch up with the higher quality bidder. This would necessarily mean a low consultancy service provider.

Prices are not negotiated, thereby the higher quality proposal can get away with higher costing as there is negligible chance of lower quality bidder catching up if the difference band in quality is high.

In QBS only the highest quality proposal is selected and prices are negotiated thereafter. This ensures high-quality consultancy service. As the prevalent consultancy rates on ongoing metro projects are known, **the final costing can be ensured to be moderated to existing market rates.**