GOVERNMENT OF HIMACHAL PRADESH HIMACHAL PRADESH STATE ROADS TRANSFORMATION PROGRAM (HPSRTP)

Request for Proposal

Consultancy Title: Procurement of Safety Assessment of Major Road Network using iRAP methodology in the State of Himachal Pradesh.

CORRIGENDUM-I

SI.	Clause Reference as	Existing Clause/ Reference			To Be Read As				
No.	per RFP								
1.	Section 2. Instruction to Bidders, E. Data	The Proposals must be submitted no later than: Date: April 18,2022				The Proposals must be submitted no later than:			
	sheet, Clause 17.7					Date: April 22,2022			
		Time: 15:00 Hours Indian Standard Time (IST)				Time: 15:00 Hours Indian Standard Time (IST)			
		Add warning marking ["Do not open before 15:30 Hours Indian Standard Time (IST)"] to the outer sealed envelope.				Add warning marking ["Do not open before 15:30 Hours Indian Standard Time (IST)"] to the outer sealed envelope.			
		Proposal Submission address is Director (Projects)-cum-CE, Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL), Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.				Proposal Submission address is			
						Director (Projects)-cum-CE,			
2.	Section 8. Conditions of Contract and Contract Forms, III. Special Conditions of Contract, Clause 11.1	The effectiveness conditions are the following: The contract shall come into effect after receipt of advance payment bank guarantee from the Consultant			The effectiveness conditions are the following: NIL.				
3.	Section 8. Conditions of Contract and Contract Forms, III.	The payment schedule:			The payment schedule:				
		SI.	Report / Deliverable	Timeline*	0/0	SI.			0/0
	Contract Forms, III.	No.			Payment	1 1	Report / Deliverable	Timeline*	
	Contract Forms, III. Special Conditions of	No.	Mobilization and Inception	2 weeks	Payment 10%	No.	Report / Deliverable Inception Report	Timeline* 2 weeks	Payment 10%
			Mobilization and Inception Report Draft Results Report – SCDP ¹			No.	Inception Report Draft Results Report – SCDP ² and 3 pilot districts		Payment
	Special Conditions of	tena	Mobilization and Inception Report Draft Results Report – SCDP ¹ and 3 pilot districts Final Results Report – SCDP	2 weeks		No.	Inception Report Draft Results Report – SCDP ² and 3 pilot districts Final Results Report – SCDP and 3 pilot districts	2 weeks	Payment 10%
	Special Conditions of	2	Mobilization and Inception Report Draft Results Report – SCDP ¹ and 3 pilot districts	2 weeks	10%	No. 1 2	Inception Report Draft Results Report – SCDP ² and 3 pilot districts Final Results Report – SCDP	2 weeks	Payment 10%

	5	Dataset processed in ViDA	23 weeks	-	6	Draft Results Report	24 weeks	30%
	6	Draft Results Report (remaining 9 districts)	24 weeks	30%	7	(remaining 9 districts) Final Results Report (remaining 9 districts)	28 weeks	20%
	7	Final Results Report (remaining 9 districts)	28 weeks	20%	8	Biweekly Progress Reports	Every 2 weeks	5%
	8	Biweekly Progress Reports	Every 2 weeks	5%		Training to key stakeholders		
	9	Training to key stakeholders consistent with iRAP specs,			 9 consistent with iRAP specs, manuals, and guides. • All payments shall be made on sub 	bmission of pre-receip	pted bills by the	
3. Section 8. Conditions of Contract and Contract Forms, III Special Conditions of Contract, Clause 50.1	b A b F 77 F S Disput follow co pro	manuals, and guides. All payments shall be made on such econsultants in quadruplicate for 50% Payment will be made to reports and balance 50% on accessive the Review Committee. All deliverables submitted by the review committee by the Review committee. All deliverables submitted by the review committee by the Review committee. All deliverables required and the recommittee by the Review committee by the Review committee by the Review committee by the Review committee by the recommittee by the recommittee by the recommittee by the recommittee by the settled by arbitration of the recommittee by the	ir respective stages, the Consultant on a ptance of the reporting and the reporting and the reporting and the reporting and the respective submitted aration in accordance with the dispute submitted arabitrator or an arabitrator of an arabitrator of a sole arbitrator other Party of the property	submission of orts/deliverables vill be approved de order no ol-11/2021-1770-2 in both hard & ance with the by a Party to arbitration panel h the following or within thirty e proposal of a no initiated the an appropriate of Lausanne, nominees and, ly strike names list shall be the last remaining the proposal of the same of the same	Disput provis	onsultants in quadruplicate for re- 0% Payment will be made to the nd balance 50% on acceptance Review Committee. All deliverables submitted by the he Review committee PW/HPRIDC/EE(CM)/Road Safe lated 01.09.2021on the recommen Reports and deliverables required tes shall be settled by arbitration	consultant on submite of the reports/deliving and the submitted in both of the submitted in both of the dispute submitted in both of the dispute submitted in both of the dispute submitted in accordance with the dispute concept of such sole arbitrate the other Party of such list, the other from, and the bethe sole arbitrator in an ominee has not the congress, New Delli Congress,	be approved by order no 1/2021-1770-73 th hard & soft. In the following by a Party to arbitration panel hard trator or, failing tor within thirty ne proposal of a who initiated the parties shall alst remaining for the matter in been determined date of the list, in shall appoint.

- either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
- Rules of Procedure. Except as otherwise stated herein, arbitration
 proceedings shall be conducted in accordance with the rules of
 procedure for arbitration of the United Nations Commission on
 International Trade Law (UNCITRAL) as in force on the date of this
 Contract.
- 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
- 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]or of the Government's country. For the

- a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, Indian Council Arbitration, New Delhi.
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Secretary, Indian Council Arbitration, New Delhi* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
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 - the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or

		purposes of thisClause, "home country" means any of:	(b) the country in which the Consultant's [or any of their member or Parties'] principal place of business is located; or
		(a) the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or	he
		(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located;	d; (d) the country of nationality of the Sub-consultants concerned where the dispute involves a subcontract.
		(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or	5. Miscellaneous. In any arbitration proceeding hereunder:
		(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.	held in in a neutral venue or as mutually agreed at the time
		5. <u>Miscellaneous</u> . In any arbitration proceeding hereunder:	negotiation of contract. However, for Indian Consultant, t venue of arbitration shall be Shimla;
		 (a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country]; 	(b) the English language shall be the official language for purposes; and
		(b) the [type of language] language shall be the official language for all purposes; and	(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority shall be final and binding and shall be enforceable in any content.
		(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.	of competent jurisdiction, and the Parties hereby waive a objections to or claims of immunity in respect of su enforcement.
4.	Secdtion-7 Term of Reference clause. 6 Team composition	The minimum staff-months for the key-professionals shall be 12 staff-months, and for the team of coders should be 36 staff-months.	The minimum staff-months for the key-professionals shall be 12 staff months, and for the sub professionals should be 36 staff-months.
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Director (Projects)-cum-Chief Engineer, State Roads Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P)