National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road Transport & Highways)

Government of India

Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration (NH-144A) from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

REQUEST FOR PROPOSAL (RFP)

(Through Selective Bids from Seven Firms)

July, 2019

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

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National Highways & Infrastructure Development Corporation Limited
(Ministry of Road Transport and Highways)

Government of INDIA

NOTICE INVITING TENDER (NIT)

1. NHIDCL has been assigned the work of Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration (NH-144A) from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis. (as per Annexure I).
2. Proposals are hereby invited from selective Consultants for preparation of Detailed Project Report of Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis. (as per Annexure I).

   The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal of https://eprocure.gov.in. The document can also be downloaded from NHIDCL website (www.nhidcl.com). Cost of the Document in the form of a Non-refundable document fee of Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring **'National Highways & Infrastructure Development Corporation Ltd.''** and payable at **New Delhi** must be furnished in a separate envelop while submitting the proposal. The document fee can also be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet).
3. Bid must be submitted online at e-tender portal of NHIDCL https://eprocure.gov.in on or before **17.07.2019 (1100 Hrs).**
4. The following schedule is to be followed for this assignment:

i.	Last date for submission of queries	:	09.07.2019
ii.	Pre bid meeting	:	10.07.2019 at 1500 Hrs
iii.	Start date for submission of Bid	:	11.07.2019
iv.	Deadline for downloading of bid	:	16.07.2019 till 1700 Hrs
v.	Deadline for Submission of bids	:	17.07.2019 upto 1100 Hrs
vi.	Date of Opening the Bid	:	18.07.2019

Yours sincerely,

B. Shivprasad
General Manager (Tech)
National Highways & Infrastructure Development Corporation Limited
3rd Floor, PTI Building,
4-Parliament Street
New Delhi-110001

Tel: 011-23461674
E-mail: shivprasad.152p@gov.in
Website: www.nhidcl.com

Letter of Invitation (LOI)

NHIDCL/J&K/NH-144A/J-A/Pkg-III(B)/2019-20 Dated: 02.07.2019

Dear Sir,

Sub: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration (NH-144A) from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

1 INTRODUCTION

1.1 The National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been constituted through an Act of Parliament for faster, economical and quality Road Construction work throughout India. The National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration (NH-144A) from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

NHIDCL now invites proposal from Technical consultants for carrying out detailed project report as per details given in **Annexure-1**.

1.2 A brief description of the assignment and its objectives are given in the Appendix-I, "*Terms of Reference*".

1.3 The NHIDCL invites Proposals (the "Proposals") *through e-tender* (on-line bid submission) for selection of Technical Consultant (the "Consultant") from the following consultancy firms who are working in the state of J&K on Lump sum basis for the preparation of Detailed Project Report:

i. M/s TPF Getinsa Euroestudios S.L.
ii. M/s Rodic Consultants Pvt. Ltd.
iii. M/s SMEC India Pvt. Ltd. / SMEC International Pty. Ltd.
iv. M/s Anandjiwala Technical Consultancy/Anandjiwala Advisory Infrastructure
v. M/s Almondz Global Infra-Consultant Limited
vi. M/s Subterra Ingerieria S.L.
vii. M/s Segmental Consulting & Infrastructure Advisory Pvt. Ltd.

1.3.1 Joint venture is not permitted for this work. The work shall be awarded to this Consultant shall be based on the least cost to NHIDCL i.e. L1 cost. The above consultants are hereby invited to submit proposals in the manner prescribed in the RFP. The CVs of all the key personnel are required to be submitted by preferred bidder within 10 days of issuance of LoA.

1.4 The consultants shall submit proposals in sole capacity. Any entity which has been barred by the Ministry of Road Transport and Highways (MORTH) or its implementing

agencies for the works of Expressways, National Highways, ISC and EI Works and the bar subsists as on the date of application, would not be eligible to submit the bid.

1.5 To obtain first hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the client, local State PWDs and the project site before submitting a proposal and attend a pre-proposal conference. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.

1.6 The consultancy services will be awarded to the L1 bidder based on the lowest cost.

1.7 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.

1.8 The proposals must be properly signed as detailed below:

1.8.1

i. by the proprietor in case of a proprietary firm

i. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).

ii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).

iii. Deleted

1.8.2 Deleted

1.8.3 Deleted

1.8.4 Deleted

1.9 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.

1.10 Bid Security

1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.5,00,000 (Rupees Five lakhs only) in the form of a Bank Guarantee in the prescribed format given at instruction to Consultants (Form-E4 of Appendix-II) issued by one of the Nationalized/Scheduled Banks in India, in favour of the "National Highways & Infrastructure Development Corporation Ltd" payable at New Delhi (the **"Bid Security"**) **valid for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid) from the last date of submission of proposals**. Demand Draft of Rs.5,00,000/- (Rupees Five lakhs only) or online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet) can also be deposited as bid security. This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of the two highest ranked Applicants. Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement.

1.10.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.

1.10.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:

a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.

b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

2 DOCUMENTS

2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the documents must notify the Client, in writing, till one day before pre-bid conference. Any request for clarification in writing or by telefax/e-mail must be sent to the Client's address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

3 PREPARATION OF PROPOSAL

The proposal must be prepared as below:

Part 1: Responsiveness of the Proposal

Part 2: Financial Proposal

3.1 Those proposals will be considered responsive, who has submitted the following:

i. **Document fee**: The fee for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal. The document fee can also be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet).

ii. **Bid Security**: Bank Guarantee in support of bid security for an amount specified in Data Sheet and having validity for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid), from the last date of submission of proposals in the Form E4. The Bid Security can also be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet)

iii. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.

iv. Cover letter for Financial Proposal in the form of Form-I of Appendix-IV. The proposal must not include any financial information.

3.2 Deleted.

3.3 Financial Proposal

3.3.1 The Financial proposal should be submitted on lump sum cost basis assessed by the consultant to be associated with the assignment. These shall cover: Survey and Investigations, Topographical Survey, Investigations, Network Survey and GPR, Cost of supply and fixing boundary pillars and land acquisition including support staff and logistics/transportation. Your financial proposal should be prepared strictly using, the formats attached in ***Appendix – IV***. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in *Appendix-IV* shall be considered non- responsive and is liable to be rejected.

3.3.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet.

3.3.3 **Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant**. The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

3.3.4 Deleted.

4 SUBMISSION OF PROPOSALS

4.1 Deleted.

4.2 The applicant must submit original proposal as indicated in para 3. The proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet and shall be submitted to NHIDCL on or before the deadline for submission of bids. The envelope must be clearly marked:

Consultancy Package Nos. …. …….Project Name ……..

Do not open, except in presence of the opening/evaluation committee

4.2.1 This envelope will contain the following:

i. **Document fee** for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring '**National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** must be furnished while submitting the proposal. In case the same is submitted through RTGS/NEFT/Other online mode, copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

ii. **Bid Security**: Bank Guarantee in support of bid security for an amount specified in Data Sheet and having validity for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid), from the last date of submission of proposals in the Form E4. In case the same is submitted through RTGS/NEFT/Other online mode, copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

iii. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to

submit the proposal.

iv. Cover letter for Financial Proposal in the form of Form-I of Appendix-IV. The proposal must not include any financial information.

4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

4.4 Your envelope containing the documents as mentioned in the above para 3.1 must be delivered on or before the scheduled time and date at the address stated in Data Sheet. Financial Proposal for the package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet.

4.5 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5 PROPOSAL EVALUATION

5.1 Stage I- Responsiveness of the Proposal

The proposal shall be considered for Financial Opening if:

i. The proposal is accompanied by Document fee. In case the same is submitted through RTGS/NEFT/Other online mode, copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

ii. The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity. In case the same is submitted through RTGS/NEFT/Other online mode, copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

iii. The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above

iv. Cover letter for Financial Proposal in the form of Form-I of Appendix-IV. The proposal must not include any financial information.

v. The proposals have been received on or before the dead line of submission.

5.2 Only the responsive proposals are eligible for Financial Opening.

5.3 Stage II- Evaluation of Financial Proposal

5.3.1 In case only one firm is eligible, the Financial Proposal shall not be opened, the bids for that package shall be cancelled and NHIDCL shall invite fresh bids for this package. For financial evaluation, total cost of financial proposal excluding Goods & Service Tax shall be considered. Goods & Service Tax shall be payable extra.

5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet.

5.3.3 For a package, the procedure as mentioned at Clauses 5.5 as mentioned below shall be followed for determining the "most preferred bidder (L-1 bidder)" for this package.

5.3.4 Deleted.

5.4 **Deleted**

5.5 Most Preferred Bidder (L-1)

For a particular package, a Consultant with the lowest financial quote shall be declared as the **most preferred bidder** (L-1).

5.6 Deleted.

6 PERFORMANCE SECURITY

6.1 The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 10% of the total contract value from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to ***10%*** of the total contract value to be received by him towards Performance Security valid for a period of ***three years*** beyond the date of completion of services, or end of civil works contract, whichever earlier. **The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of forecloser / termination.** If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant.

6.2 As an alternative to the contents of Para 1.10 and Para 6.1 above, a single Bank Guarantee to cover for the performance of all projects under NHIDCL may also be deposited as tabulated below, at the discretion of the consultant, instead of depositing separately again and again. The Consultant may initially provide the Performance Security for a period of two years provided that it shall procure the extension of the validity of the Performance Security at least one month prior to the date of expiry thereof. Once the appropriate single Bank Guarantee for Performance Security has been submitted by the Consultant, the existing BGs shall be returned. The Bank Guarantee be submitted in prescribed Performa.

Performance Security	
Reaming cumulative Value of Consultancy Fee as per Contract under a An Agency (NHICDL) (Cr)	BG Value (in Rs. Crores)

0-20	0.5
20-40	1
40-100	2.5
100-120	4.0
Beyond 200	5.0

6.3 As another alternative to the contents of Para 6.1 above, the consultant who has submitted the Bid Security in form of DD/online can request for converting Bid Security into Performance Security and balance amount may be submitted either by DD/online or in the form of BG.

7 PENALTY

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

8 AWARD OF CONTRACT

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above and submit the CVs of all the Key Personnel. If the selected Consultant fail to provide performance security or/and submit the CVs of all the Key Personnel within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time the Client may invite the 2nd highest ranking bidder Consultant and follow the procedure outlined in Para 8 and 9 of this Letter of Invitation.

9 SIGNING OF CONTRACT AGREEMENT

After having received the performance security & CVs of all The Key Personnel and verified/accepted it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

10 The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

i. Notice Inviting Tender (NIT)
ii. Request For Proposal (RFP)
iii. Replies to pre-bid queries, if any
iv. Amendments / corrigendum to RFP
v. List of bidders who submitted the bids up to the deadline of submission
vi. Name of the bidders who is awarded the Contract

11 CONFIRMATION

We would appreciate you informing us by facsimile/e-mail w*hether or not you will submit a proposal*.

Thanking you.

Encl. as above

Annex-I

Details of the stretch proposed for DPR preparation

S. No.	NH No.	Section	State	Tentative Length (in km)	Indicative Length for Evaluation Purpose Only	Package No.
1	2	3	4	5	6	7
1.	NH-144A	Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.	Jammu & Kashmir	3.747 KM	3.747 KM	NHIDCL/J&K/NH-144A/J-A/Pkg-III(B)/2019-20

Annex-II

(DELETED)

DATA SHEET

I (References to corresponding paragraphs of LOI are mentioned alongside)

1 The Name of the Assignment and description of project as mentioned in Annex-I

(Ref. Para 1.1)

(The Name of project and Package No. should be indicated in the format given in the technical proposal)

2 The name of the Client is: **Managing Director**
National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street, New Delhi-110001

3 Duration of the Project – 150 Days

4 Date, Time and Venue of Pre-Proposal Conference

Date : 10.07.2019

Time : 1500 hrs

Venue : **National Highways & Infrastructure Development Corporation Ltd, 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001** (Ref. Para 1.9)

5 The Documents are:

i.	Appendix-I	:	Terms of Reference (TOR)
ii.	Appendix-II	:	**Deleted**
iii.	Appendix-III	:	**Deleted**
iv.	Appendix-IV	:	Formats for Financial Proposal
v.	Appendix-V	:	**Deleted**
vi.	Appendix –VI	:	Draft Contract Agreement
vii.	Appendix –VII	:	DPR Checklist
viii.	Appendix –VIIII	:	**Deleted**

(Ref. Para 2.1)

6 Bid Security: Rs 5.0 Lakhs

THE NHIDCL'S BANK ACCOUNT DETAIL IS AS GIVEN BELOW:

SL NO	PARTICULARS	DETAILS
1.	NAME OF BENEFICIARY	NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
2.	BENEFICIARY BANK ACCOUNT NO.	90621010002659
3.	BENEFICIARY BANK BRANCH NAME AND ADDRESS	SYNDICATE BANK, TRANSPORT BHAWAN, 1ST PARLIAMENT STREET, NEW DELHI110001
4.	BENEFICIARY BANK BRANCH IFSC	SYNB0009062
5.	SWIFT CODE (FOR FOREIGN BIDDERS)	SYNBINBB126

(Ref Para 1.10)

7 Tax and Insurance (Ref. Para 3.3.2)

i. The Consultants and their personnel shall pay all taxes (including GST), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase/decrease of any type of taxes levied by the Government shall be borne by the Client/ Consultant, as appropriate.

ii. Limitations of the Consultant's Liability towards the Client shall be as per Clause 3.4 of Draft Contract Agreement.

iii. The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.

8 The number of copies of the proposal required to be submitted: 1 no.

(Ref. para 4.1)

9 The address is --- **(Ref. para 4.2)**

General Manager (Tech)
National Highways & Infrastructure
Development Corporation Limited
3rd Floor, PTI Building,
4-Parliament Street
New Delhi-110001
Ph. 011-23461674
Email: shivprasad.152p@gov.in

The envelopes must be clearly marked:

i. Original Proposal;

ii. Do not open, except in presence of the evaluation committee on the outer envelope.

iii. Consultancy Package No. :----------

iv. Project Name: ----------

v. Name and Address of Consultant

10 The date, time and Address of bid submission are

Date	**17.07.2019**
Time	**11:00 Hrs**
Address	**General Manager (Tech)** **National Highways & Infrastructure** **Development Corporation Limited** **3rd Floor, PTI Building,** **4-Parliament Street** **New Delhi-110001** **Ph. 011-23461674** **Email:** shivprasad.152p@gov.in

(Ref. Para 4.4)

11 Proposal Validity period (Number of days): 120 days (Ref. Para 4.5)

12 EVALUATION OF FINANCIAL PROPOSAL

Financial Proposals of all Qualified Consultants in accordance with clause 5.2 and 5.3 of Letter of Invitation shall be opened.

The consultancy services will be awarded to the consultant having the lowest financial quote i.e. L1 bidder

13 The common currency is **"Indian Rupee".** **(Ref. Para 3.3.3)**

Consultants have to quote in Rupees both for domestic Consultant.

14 Commencement of Assignment (Date, Location): The Consultants shall commence the Services within fifteen days of the date of effectiveness of the contract at locations as required for the project stretch stated in TOR. (Ref. Para 1.2 of LOI and 2.3 of GCC/SC)

APPENDIX I

TERMS OF REFERENCE (TOR)

Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

Terms of Reference for Consultancy Services (TOR)

1 GENERAL

1.1 The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

1.1.1 The preparation of Detailed Project Report for upgradation to 4 lane with paved shoulder configuration of Jammu – Akhnoor section NH-144A was entrusted to M/s. Wadia Techno Engineering Services Limited in Association with Zoma Engineers from km 0.000 to km 30.097. The consultants submitted the Detailed Project Report alongwith the Detailed Design of Major Bridge of 352 m span (96m +160m +96m) in line with the span arrangement of existing bridge across the River Chenab which was earlier constructed by the BRO.

1.1.2 There is an Archaeological site at Village Ambaran which is 22m upstream side of the existing Chenab Bridge. As per DPR and alignment of road submitted by earlier consultant, the construction of Chenab Bridge is proposed at Ch. 27.100 which is approx. 45m away from the Archaeological Site on downstream of the existing bridge. The existing bridge is 22 mtr away from the archaeological site, the DPR consultant has proposed the bridge 10 mtr away from the existing bridge. The total distance from the archaeological site of the proposed new bridge is thus 45 mtr. As per section 20A and 20B of Ancient Monuments and Archaeological Site & Remains (Amendment and Validation) Act' 2010 (AMASR Act) with effect from 29.03.2010, every area upto 100 metre around the protected limits has been declared as "Prohibited Area" where no permission for public work or projects essentials to the public or other construction shall be granted and further beyond it upto 200 metre is declared as "Regulated Area".

1.1.3 National Monument Authority, 24-Tilak Marg, New Delhi has accorded in-principle approval for construction of bridge across river Chenab at a distance of 110 m from the protected monument area on 21.12.2018. Accordingly, Change in the site of the bridge beyond 110 m downstream involves re-alignment of the

approaches of the bridge across river Chenab and design of highway for the mentioned length beyond approaches. The consultant shall also be required to liase with Archeological Survey of India, Jammu for conducting the survey and other investigations in the vicinity of Buddhist site.

NHIDCL now invites proposal from Technical consultants for carrying out detailed project report as per details given in **Annexure-1.**

1.2 NHIDCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule. The consultancy firm will solely be responsible for submission of quality work in stipulated period.

1.3 Deleted.

2 OBJECTIVE

2.1 The main objective of the consultancy service is to establish the technical, economical, and financial viability of the project and prepare detailed project reports for rehabilitation and upgrading of the existing road to 4 lane with paved shoulder configuration.

2.2 The viability of the project shall be established taking into account the requirements with regard to rehabilitation, upgrading and improvement based on highway design, pavement design, provision of service roads wherever necessary, type of intersections, rehabilitation and widening of existing and/or construction of new bridges and structures, road safety features, quantities of various items of works and cost estimates and economic analysis within the given time frame.

2.3 The Detailed Project Report (DPR) would inter-alia include detailed highway design, design of pavement and overlay with options for flexible or rigid pavements, design of bridges and cross drainage structures and grade separated structures, design of service roads, quantities of various items, detailed working drawings, detailed cost estimates, economic and financial Viability analyses, environmental and social feasibility, social and environmental action plans as appropriate and documents required for tendering the project on commercial basis for international / local competitive bidding.

2.4 The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation. The Consultant shall ensure to carry out Road Safety Audit at various stages as per supplement-III (Additional Requirement for Safety Audit) of TOR.

2.5 The consultant should, along with Feasibility Report, clearly bring out through financial analysis the preferred mode of implementation on which the Civil Works for the stretches are to be taken up. The consultant should also give cost estimates along with feasibility report/ detailed Project Report.

2.6 If at feasibility stage, employer desires to terminate the contract, the contract will be terminated after payment up to that stage.

3 SCOPE OF SERVICES

The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation, terms of reference, general contract and any supplements and appendices to these documents.

3.1 RoW and Land related aspects- Deleted

3.1.1 The land for any Expressway will be acquired with a RoW of 100 m.

3.1.2 As for the four-lane / six-lane Highway Road Projects, experience shows that all the existing two-lane Roads requiring upgradation to 4/6-lane involve acquisition of land, shifting of utilities, felling of trees and other statutory clearances etc. As such, keeping in view a futuristic approach, it has been decided that the land for any 4/6 lane Highway Road will be acquired with a RoW of 60 m irrespective of the width of the carriageway. Further, efforts shall be made to design the road for upgradation from 2 lane to 4 lane in such a way that the existing 2 lane shall be retained for one way traffic and separate one way 2 lane Greenfield shall be provided at an appropriate distance from existing 2 lane road with interlinking in between, to avoid higher LA cost, avoiding shifting of utilities and felling of trees depending upon specific site conditions and economic considerations.

3.1.3 All efforts shall be made to avoid any road alignment through National Parks and Wildlife Sanctuaries, even if it requires taking a longer route / bypass. However, where it becomes absolutely unavoidable and necessary to keep the alignment through such reserve forest / restricted areas, land would be acquired with RoW of not more than 30 mtrs. The cross-section in such areas may be kept as 3.25m, (shoulder / Utility Corridor) + 10.5m (three-lane one side carriageway) + 2.5m (Median) + 10.5m (2^{nd} three-lane carriageway) + 3.25m (shoulder / Utility Corridor).

3.1.4 Similarly, though it may be difficult, while determining the alignment for any bypass, efforts be made to see if these could be along the revenue boundaries of two revenue estates thereby minimizing the compulsions of land owners / farmers for cross-overs to the other side. In case such an alignment is not found feasible, it should be ensured that access to common facilities for the local people (e.g. schools, Healthcare facilities etc.) is maintained only on one side of the alignment, thereby minimizing the need for cross-over for day-to-day life.

3.1.5 Protection of the acquired RoW against any possible encroachments is extremely important. Boundary stones be provided at the end of the RoW as per Clause 9.8 of IRC:SP:84-2014. The boundary pillars alone, which are subject to removal with passage of time, may not be enough to save against encroachments. As such, the typical cross-section of a Highway Road is being re-visited separately with the intention of providing permanent features in this behalf. For a typical RoW of 60 mtrs, starting from one end, these will require the following:

a) Use barricading of the RoW with plantation of hedge-like species (Ficus / Poplars) within a 3m wide strip area, dug up to 0.6 to 0.9 mtrs, of which 2.0 mtrs to serve as a Utility Corridor.

b) Provision of a Service Road (along the inhabited area) with its drainage slope towards the drain / area reserved for Strip Plantation, for a width of 9.0 mtrs.

c) Earmark width of 1.5 mtrs for construction of a drain so as to be able to capture the rainwater flow from the Service Road (wherever provided) and the main carriageway.

d) Three lane with paved shoulders: Main carriageway – 10.5 mtrs, paved shoulder – 1.5 mtr and earthen shoulder – 2.0 mtr (Total – 14 mtr).

e) Median – 5.0 mtrs (effective width 4.5 m), and

f) A Mirror Image on the other end.

3.2 Provisions of short bypasses, service roads, alignment corrections, improvement of intersections shall be made wherever considered necessary, practicable and cost effective. However, bypasses proposals should also be considered, wherever in urban areas, improvement to <lane> of the existing road is not possible.

3.3 The Consultant shall furnish land acquisition details as per revenue records/maps for further processing of land acquisition. Consultant shall also submit 3a, 3A and 3D draft notification for acquisition of land.

3.3.1 Support in land Acquisition process till the receipt of land possession certificate from CALA

vi. The Consultant shall identify all land parcels needing to be acquired as part of project RoW and shall furnish land acquisition details as per revenue records/maps for further processing of land acquisition.

vii. Assist CALA in preparation and verification of draft 3A/3D/3G/3H notifications, collecting information/documents, claims hearing etc.

viii. Liaison with state departments like land revenue department and registrar's office for collection and verification of revenue records, surveys, sale deeds, circle rates and for valuation of land related assets.

ix. Conduct all required surveys/valuation including joint measurement survey and valuation of land assets.

x. Support CALA by providing technical manpower (like Amins) clerical manpower and other resources (like vehicles, printers)

xi. Assist the Branch Office in verification of 3A/3D/3G/3H drafts from CALA , drafting of documents (to be forwarded to HQ), receipt of land possession certificate and in related activities till award of civil work

xii. Assist Branch Office in all official communications with CALA and other State department

3.4 Approach to the provision and specifications for Structures:

3.4.1 The structures on roads viz. Bridges, ROBs (Road Over Bridges, and Flyovers), RUBs (Road Under Bridges) etc. are designed for more than 50 years. I It has been decided to keep provision for all the structures including approaches comprising of retaining structures as 4 -lane (length of such approaches shall, in no case, be less than 30m on either side) on all the four-lane highways except in the following

cases (i) Reserve Forest (ii) Wild life Areas (iii) Hilly Areas Urban Areas where site condition do not permit this.

3.4.2 Highway projects shall be designed for separation of local traffic especially for Vulnerable Road Users (VRUs), for longitudinal movements and crossing facilities through viaduct(s) located at convenient walking distance. Provision of PUPs and CUPs with size of 7.0m x 3.0m, as specified in para 2.10 of the IRC specifications, has proved to be insufficient keeping in view the increased use of mechanization in agriculture practices. These structures do not support the easy passage / crossing for the tractors with trolleys so often used for agricultural operations. As traffic on cross roads is increasing day-by-day, it has been decided to substitute the provision of Pedestrian Underpass (PUP) / Cattle Underpass (CUP) [for para 2.10 of IRC specifies the dimensions of 7.0m x 3.0m] with a VUP Grade-II with a minimum size of 12m (lateral clearance) x 4m (vertical clearance). Out of 12m lateral width, 2.5m width on one side shall be raised for pedestrian sidewalks with grills to make pedestrian movement convenient and safe. These structures shall be located at the most preferred place of pedestrian / cattle / day-to-day crossings. Depending on the site conditions, feasibility of clubbing the crossing facilities through service roads shall also be explored. Further, the bed level of these crossings shall not be depressed as any such depression, in the absence of proper drainage facilities becomes water-logged rendering the same unusable. Ideally, the bed level of the crossings should be a bit higher with proper connectivity to a drain, which could serve the drainage requirements of the main carriageway, the underpass and the service road as well.

3.4.3 Wherever the alignment of 4-lane Highway road project is retained in-situ while passing through inhabited areas (e.g. villages), it should be ensured that Service Roads are provided on both sides of the carriageway, connected underneath with a cross-over structure (VUP/PUP/CUP). Thus each habitation should preferably have crossing facility at the highways with a vertical clearance of 4 mtrs.

3.4.4 To ensure that bypass once constructed serves the intended purpose during its life, all the bypasses shall be well designed and access controlled. The entry / exit from to side roads shall be controlled such that they are grade separated at major roads or at spacing not less than 5 kms. Side roads at closer spacing shall be connected to the service roads on either side and taken to major roads for provision of grade separated interchange.

3.5 The provision of embankments shall be kept minimum so as to save land as well as earth which are scarce resources. This can be decided on case to case basis with due deliberations. However, economic considerations may also be given due weightage before deciding the issue.

3.6 The local and slow traffic may need segregation from the main traffic and provision of service roads and fencing may be considered, wherever necessary to improve efficiency and safety.

3.7 The Consultant will also make suitable proposals for widening/improvement of the existing road and strengthening of the carriageways, as required at the appropriate

time to maintain the level of service over the design period. The Consultants shall prepare documents for EPC contracts for each DPR assignment.

3.8 All ready to implement 'good for construction' drawings shall be prepared incorporating all the details.

3.9 Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement Studies shall be carried out by the Consultant meeting the requirements of the lending agencies like ADB/ World Bank/JICA, etc.

3.10 Wherever required, consultant will liaise with concerned authorities and arrange all clarifications. Approval of all drawings including GAD and detail engineering drawings will be got done by the consultant from the Railways. However, if Railways require proof checking of the drawings prepared by the consultants, the same will be got done by NHIDCL and payment to the proof consultant shall be made by NHIDCL directly. Consultant will also obtain final approval from Ministry of Environment and Forest for all applicable clearances. Consultant will also obtain approval for estimates for shifting of utilities of all types from the concerned authorities and NHIDCL. Consultant is also required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, and 3D, 3G notification as per L.A. act) for acquisition of land either under NH Act or State Act.

3.11 The DPR consultant may be required to prepare the Bid Documents, based on the feasibility report, due to exigency of the project for execution if desired by NHIDCL.

3.12 Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the concerned agencies. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation.

3.13 The consultant shall prepare documents for EPC contracts at Feasibility stage / DPR stage. The studies for financing options like, EPC will be undertaken in feasibility study stage.

3.14 The consultant shall be guided in its assignment by the Model Contract Agreements for EPC projects, as applicable and the Manual of Specifications and Standards for two/ four laning of highways published by IRC (IRC:SP:73 or IRC:SP:84 or IRC:SP:87, as applicable) along with relevant IRC codes for design of long bridges.

3.15 The consultant shall prepare the bid documents including required schedules (as mentioned above) as per EPC documents. For that it is suggested that consultant should also go through the EPC documents of ministry before bidding the project. The Consultant shall assist the NHIDCL by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.

3.16 Consultant shall be responsible for sharing the findings from the preparation stages during the bid process. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure

participation of senior team members of the consultant during all interaction with potential bidders including pre-bid conference, meetings, site visits etc. In addition, the consultant shall also support preparation of detailed responses to the written queries raised by the bidders.

4 GENERAL

4.1 Primary Tasks

General Scope of Services shall cover but be not limited to the following major tasks (additional requirements for Preparation of Detailed Project Report for Hill Roads and Major Bridges are given in **Supplement I** and **II** respectively):

i. Review of all available reports and published information about the project road and the project influence area;

ii. Environmental and social impact assessment, including such as related to cultural properties, natural habitats, involuntary resettlement etc.

ii. (a). Public consultation, including consultation with Communities located along the road, NGOs working in the area, other stake-holders and relevant Government departments at all the different stages of assignment (such as inception stage, feasibility stage, preliminary design stage and once final designs are concretized).

iii. Detailed Reconnaissance;

iv. identification of possible improvements in the existing alignment vis-à-vis the approval of National Monument Authority for construction of the bridge across river Chenab at/beyond 110 m distance from the Amabaran Buddhist site and bypassing congested locations with alternatives, evaluation of different alternatives comparison on techno-economic and other considerations and recommendations regarding most appropriate option;

v. traffic studies including traffic surveys and Axle load survey and demand forecasting for next thirty years;

vi. Inventory and condition surveys for road;

vii. Inventory and condition surveys for bridges, cross-drainage structures, other Structures, river Bank training/Protection works and drainage provisions;

viii. Detailed topographic surveys using LiDAR equipped with minimum engineering grade system or any other better technology having output accuracy not less than (a) specified in IRC SP 19 (b) Total Station (c) GPS/ DGPS. The use of conventional high precision instruments i.e Total Station or equivalent can be used at locations such as major bypasses, water bodies etc. where it may not be possible to survey using LiDAR. Use of mobile / Aerial LiDAR survey is preferable.

ix. Pavement investigations;

x. Sub-grade characteristics and strength: investigation of required sub-grade and sub-soil characteristics and strength for road and embankment design and sub soil investigation;

xi. Identification of sources of construction materials;

xii. Detailed design of road, its x-sections, horizontal and vertical alignment and design of embankment of height more than 6m and also in poor soil conditions and where density consideration require, even lesser height embankment. Detailed design of structures preparation of GAD and construction drawings and cross-drainage structures and underpasses etc.

xiii. Identification of the type and the design of intersections;

xiv. Design of complete drainage system and disposal point for storm water

xv. Value analysis / value engineering and project costing;

xvi. Economic and financial analyses;

xvii. Contract packaging and implementation schedule.

xviii. Strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over- and underground) and the scheme for their relocation, trees to be felled, transplanted and planted and land acquisition requirements including schedule for LA: reports documents and drawings arrangement of estimates for cutting/ transplanting of trees and shifting of utilities from the concerned department;

xix. Develop 3D engineered models of terrain and elevation, as-is project highway, proposed and project highway along with all features, current and proposed structures, current and proposed utilities and land acquisition plans.

xx. Deleted.

xxi. Preparation of detailed project report, cost estimate, approved for construction Drawings, rate analysis, detailed bill of quantities, bid documents for execution of civil works through budgeting resources.

xxii. Deleted.

xxiii. Deleted.

xxiv. Any other user oriented facility en-route toll facility.

xxv. Tie-in of on-going/sanctioned works of MORT&H/ NHIDCL/ other agencies.

xxvi. Preparation of social plans for the project affected people as per policy of the lending agencies/ Govt. of India R&R Policy.

4.2 While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports and drawings.

4.3 The consultant shall study the possible locations wayside amenities required and arboriculture along the highway shall also be planned.

4.4 The local and slow traffic may need segregation from the main traffic and provision of service roads and physical barrier including fencing may be considered, wherever necessary to improve efficiency and safety.

4.5 Standards and Codes of Practices

1. All activities related to field studies, design and documentation shall be done as per the latest guidelines/ circulars of MoRT&H and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standards practices, may be adopted. The Consultants, upon award of the Contract, may finalize this in consultation with NHIDCL and reflect the same in the inception report.
2. All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC:71.

4.6 Quality Assurance Plan (QAP)

1.(i) The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, traffic surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be

presented as separate sections like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The detailed Draft QAP Document must be discussed and finalized with the concerned NHIDCL officers immediately upon the award of the Contract and submitted as part of the inception report.

(ii) It is imperative that the QAP is approved by NHIDCL before the Consultants start the field work.

2. Data formats for report and investigation results

i. Required data formats for some reports, investigations and documents are discussed in Enclosure IV: Formats for submission of Reports and Documents.

ii. The consultants will need to propose data formats for use in all other field studies and investigations not covered in **enclosure IV.**

iii. The proposed data forms will need to be submitted for the approval of NHIDCL after the commencement of services.

4.7 Review of Data and Documents

The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the following:

i. Climate;
ii. Road inventory
iii. Road condition, year of original construction, year and type of major maintenance/rehabilitation works;
iv. Condition of bridges and cross-drainage structures;
v. sub-surface and geo-technical data for existing bridges;
vi. Hydrological data, drawings and details of existing bridges;
vii. Existing geological maps, catchment area maps, contour plans etc. for the project area
viii. Condition of existing river bank / protection works, if any.
ix. Details of sanctioned / on-going works on the stretch sanctioned by NHIDCL /other agencies for Tie-in purposes
x. Survey and evaluation of locally available construction materials;
xi. Historical data on classified traffic volume (preferably for 5 years or more);
xii. Origin-destination and commodity movement characteristics; if available
xiii. Speed and delay characteristics; if available;
xiv. Commodity-wise traffic volume; if available;
xv. Accident statistics; and,
xvi. Vehicle loading behavior (axle load spectrum), if available.
xvii. Type and location of existing utility services (e.g. Fibre Optical Cable, O/H and U/G Electric, Telephone line, Water mains, Sewer, Trees etc.)
xviii. Environmental setting and social baseline of the project.

4.8 Social Analysis Deleted

4.9 Traffic Surveys: Deleted

4.9.1 Number and Location of Survey Stations- Deleted

4.9.2 Classified Traffic Volume Count Survey- Deleted

4.9.3 Origin Destination and Commodity Movements Surveys- Deleted

4.9.4 Turning Movement Surveys- Deleted

4.9.5 Axle Load Surveys- Deleted

4.9.6 Speed-Delay Surveys: Deleted

4.9.7 Pedestrian / animal cross traffic surveys: Deleted

4.9.8 Truck Terminal Surveys- Deleted

4.10 Traffic Demand Estimates

1. The consultants shall make traffic demand estimates and establish possible traffic growth rates in respect of all categories of vehicles, taking into account the past trends, annual population and real per capita growth rate, elasticity of transport demand in relation to income and estimated annual production increase. The other aspects including socio-economic development plans and the land use patterns of the region having impact on the traffic growth, the projections of vehicle manufacturing industry in the country, development plans for the other modes of transport, O-D and commodity movement behavior should also be taken into account while working out the traffic demand estimates. The consultant shall also submit the detail/estimates segregating military and civilian traffic.
2. The values of elasticity of transport demand shall be based on the prevailing practices i n the country. The Consultants shall give complete background including references for selecting the value of transport demand elasticity.
3. It is envisaged that the project road sections covered under this TOR would be completed and opened to traffic after 3 years. The traffic demand estimates shall be done for a further period of 30 years from completion of two/four lane. The demand estimates shall be done assuming three scenarios, namely, optimistic, pessimistic and most likely traffic growth. The growth factors shall be worked out for five-yearly intervals.
4. Traffic projections should be based on sound and proven forecasting techniques. In case traffic demand estimated is to be made on the basis of a model, the application of the model in the similar situation with the validation of the results should be established. The traffic projections should also bring out the possible impact of implementation of any competing facility in the near future. The demand estimates should also take into account the freight and passenger traffic along the major corridors that may interconnect with the project. Impact of toll charges on the traffic estimates should be estimated.
5. The methodology for traffic demand estimates described in the preceding paragraphs is for normal traffic only. In addition to the estimates for normal traffic, the Consultants shall also work out the estimates for generated, induced and diverted traffic.

6. The traffic forecasts shall also be made for both diverted and generated traffic.
7. Overall traffic forecast thus made shall form the basis for the design of each pavement type and other facilities/ancillary works.

4.11 Engineering Surveys and Investigations

4.11.1 Reconnaissance and Alignment

1. The Consultants should make an in-depth study of the available land width (ROW) topographic maps, satellite imageries and air photographs of the project area, geological maps, catchment area maps, contour plans, flood flow data and seismological data and other available relevant information collected by them concerning the existing alignment. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition. Greater use of technology for LA be adopted by the consultant at the DPR stage so as to have a precise land acquisition process.
2. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include;
   i. topographical features of the area;
   ii. typical physical features along the existing alignment within and outside ROW i.e. land use Pattern;
   iii. possible alignment alternatives, vis-a-vis, scheme for the construction of
   iv. additional lanes parallel to the existing road;
   v. realignment requirements including the provision of bypasses, ROBs/ Flyovers and via-duct for pedestrian crossings with possible alignment alternatives;
   vi. preliminary identification of improvement requirements including treatments and measures needed for the cross-roads;
   vii. traffic pattern and preliminary identification of traffic homogenous links;
   viii. sections through congested areas;
   ix. inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections(type, cross-road category, location) urban areas (location, extent), geologically sensitive areas, environmental features:
   x. critical areas requiring detailed investigations; and,
   xi. Requirements for carrying out supplementary investigations.
   xii. soil (textural classifications) and drainage conditions
   xiii. Type and extent of existing utility services along the alignment (within ROW).
   xiv. Typical physical features along the approach roads
   xv. Possible bridge locations, land acquisition problems, nature of crossings, likely length of approaches and bridge, firmness of banks, suitability of alignment of approach roads.
3. The data derived from the reconnaissance surveys are normally utilized for planning and programming the detailed surveys and investigations. All field studies including the traffic surveys should be taken up on the basis of information derived from the reconnaissance surveys.

4. The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
5. The data obtained from the reconnaissance surveys should be compiled in the tabular as well as graphical (chart) form indicating the major physical features and the proposed widening scheme for NHIDCL's comments. The data and the charts should also accompany the rationale for the selection of traffic survey stations.

4.11.2 Topographic Surveys

1. The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.
2. The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. Technologies which can meet the following accuracy levels shall be adopted. For land based surveys (a) Fundamental horizontal accuracy of 5cm or better (b) Fundamental vertical accuracy of 5cm or better (c) More than 50 points shall be measured per sq. m and for aerial based surveys (a) Fundamental horizontal accuracy of 5 cm or better (b) Fundamental vertical accuracy of 5 cm or better (c) More than 10 points shall be measured per sq. m. To establish accuracy, a check point survey using DGPS (for horizontal accuracy) and Auto Level (for vertical accuracy) shall be carried out to establish the fundamental horizontal and vertical accuracy. A minimum of 25 check points, or check points once every 4 km should be established, and these should be strictly different from any geo-referencing or control network points.
3. The following are the set of deliverables which should be submitted after completion of survey:

    g) Raw DGPS data for the entire highway length and adjoining areas of interest

    h) Point cloud data or equivalent for the entire highway length and adjoining areas of interest in a format/ platform as per industry good practice which shall be amenable to operations by NHIDCL/ Consultant. NHIDCL may decide about format/ platform of point cloud data

    i) Topographic map of scale 1:1000 of the entire highway length and adjoining areas of interest

    j) Contour map of 50 cm of entire highway length and adjoining areas of interest

    k) Cross section of the highway at every 50 m in drawing format.

    l) Develop a digital elevation/surface model (bare earth model from survey data) digital terrain model combining topographic data from LiDAR, road inventory and other available sources of data for use while modeling the road alignment and road and structure design.

4. For land based surveys, Mobile LiDAR (Light Detection and Ranging) or better technology that can meet above requirements shall be adopted. For aerial based surveys, Aerial Mobile LiDAR (Light Detection and Ranging) or better technology that can meet above requirements shall be adopted. Where possible, mobile/terrestrial LiDAR and total station or better studies should be used to supplement aerial LiDAR for the final alignment chosen. Aerial based surveys shall be used as the primary source of topographical data only in cases where a new/green field alignment is being planned and/or major junctions are being planned where it is necessary to significantly increase the survey corridor beyond the capabilities of mobile LiDAR. In shadow areas such as invert levels below culverts, terrestrial LiDAR shall be used where LiDAR or better technologies cannot survey accurately, traditional methods of Total Station/ Auto Level shall be used to complete the study.
5. In case of mobile LiDAR or better technology, 360 degree panoramic images of the entire highway length and adjoining areas of interest shall be submitted. In case of aerial LiDAR or better technology, ortho-images of the entire highway length and adjoining areas of interest shall be submitted.
6. The detailed field surveys would essentially include the following activities:
   i. Topographic Surveys along the Existing Right of Way (ROW): Carrying out topographic survey using LiDAR or better technology along the existing road and realignments, wherever required and properly referencing the same with reference pillars fixed on either side of the centre-line at safe places within the ROW
   ii. The detailed field surveys would essentially include the topographic surveys along the proposed location of bridge and alignment of approach road.
   iii. The detailed topographic surveys should be carried out along the approach roads alignment and location of bridge approved by NHIDCL.
   iv. Collection/ Extraction of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greater than 0.3metre) oil and gas lines etc. falling within the extent of survey.
7. The width of survey corridor will generally be as given under:
   i. The width of the survey corridor should take into account the layout of the existing alignment including the extent of embankment and cut slopes and the general ground profile. While carrying out the field surveys, the widening scheme (i.e. right, left or symmetrical to the centre line of the existing carriageway) should be taken into consideration so that the topographic surveys cover sufficient width beyond the centre line of the proposed divided carriageway. Normally the surveys should extend a minimum of 30 m beyond either side of the centre line of the proposed divided carriageway or land boundary whichever is more
   ii. In case the reconnaissance survey reveals the need for bypassing the congested locations, the traverse lines would be run along the possible alignments in order to identify and select the most suitable alignment for the bypass. The detailed topographic surveys should be carried out along the bypass alignment approved by NHIDCL. At locations where grade separated intersections could be the obvious choice, the survey area will be suitably increased. Field notes of the survey should be

maintained which would also provide information about traffic, soil, drainage etc.

iii. The width of the surveyed corridor will be widened appropriately where developments and / or encroachments have resulted in a requirement for adjustment in the alignment, or where it is felt that the existing alignment can be improved upon through minor adjustments.

iv. Where existing roads cross the alignments, the survey will extend a minimum of 100 m either side of the road centre line and will be of sufficient width to allow improvements, including at grade intersection to be designed.

8. The surveyed alignment shall be transferred on to the ground as under:

i. Reference Pillar and Bench Mark / Reference pillar of size 15 cm X 15 cm X 45cm shall be cast in RCC of grade M 15 with a nail fixed in the centre of the top surface. The reference pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The spacing shall be 250m apart, incase Bench Mark Pillar coincides with Reference Pillar, only one of the two need be provided.

ii. Establishing Bench marks at site connected to GTS Bench marks at a interval of 250 metres on Bench mark pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint.

iii. **Boundary Pillars**- Wherever the proposed alignment follows the existing alignment, the boundary pillars shall be fixed by the DPR consultant at an interval of 200m on either side of proposed Right of Way. Wherever there is a proposal of realignment of the existing Highway and/or construction of New Bypasses, Consultant shall fix boundary pillars along the proposed alignment on the extreme boundary on either side of the project Highway at 50 m interval. Boundary pillars shall be strictly provided as per IRC:25:1967.

4.11.2.1 Longitudinal and Cross-Sections

1. The topographic surveys for longitudinal and cross-sections shall cover the following:

i. Longitudinal section levels along final centre line shall be taken at every 10 m interval. The levels shall be taken at closer intervals at the curve points, small streams, and intersections and at the locations of change in elevation. The interval shall also be modified as per IRC:SP-19 for rolling, mountainous & steep terrain.

ii. Cross sections at every 50 m interval in full extent of survey covering sufficient number of spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves. The interval shall be modified as per IRC SP 19 for rolling, mountainous & steep terrain.

iii. Longitudinal section for cross roads for length adequate for design and quantity estimation purposes.

iv. Longitudinal and cross sections for major and minor streams shall cover Cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level upto top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel showing site of bridge etc. These shall be as per recommendations contained in IRC

Special Publication No. 13 (Guidelines for the Design of Small Bridges and Culverts) and provisions of

v. IRC:5 ("Standard Specifications & Code of Practice for Road Bridges, Section 1 – General Features of Design").

2. At feasibility study stage cross sections at 50m interval may be taken.

3. Consultants shall also develop an as-is map of the road including:

i. Geo-referenced digital map of as-is project highway

ii. Earth surface, road layers, utilities, buildings and trees with feature data extracted and mapped in layers, marked on the map and tabulated data provided separately.

iii. All road, surface, sub surface inventory, pavement investigation and soil survey data to be super-imposed as layers using geo-referencing data

4.11.2.2 Details of utility Services and Other Physical Features

1. The Consultants shall collect details of all important physical features along the alignment. These features affect the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, sewers, gas/oil pipes, crossings, trees, plantations, utility services such as electric, and telephone lines (O/H & U/G) and poles, optical fibre cables (OFC) etc. The survey would cover the entire right-of-way of the road on the adequate allowance for possible shifting of the central lines at some of the intersections locations.

2. Consultant shall also map out sub-surface utilities. Accurate mapping and resolution of all sub-surface utilities up to a depth of 4 m shall be carried out. Differentiation between sub-surface utilities such as live electric cables, metallic utilities and other utilities shall be indicated and sub-surface utilities radargrams further processed into utility maps in formats such as PDF, JPEG and AutoCAD shall be furnished. To meet the accuracy levels, consultant shall use Ground Penetrating Radar, Induction Locator or better technologies.

3. The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with LA schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

4.11.3 Road and Pavement Investigations

The Consultants shall carry out detailed field studies in respect of road and pavement. The data collected through road inventory and pavement investigations should be sufficient to meet the input requirements of HDM-IV.

4.11.3.1 Road Inventory Surveys- Deleted

1. Detailed road inventory surveys shall be carried out to collect details of all existing road and pavement features along the existing road sections. The inventory data shall include but not limited to the following:

i. Terrain (flat, rolling, mountainous);

ii. Land-use (agricultural, commercial, forest, residential etc) @ every kilometre;

iii. Carriageway width, surfacing type @ every 500m and every change of

feature whichever is earlier;

iv. Shoulder surfacing type and width @ every 500m and every change of feature whichever is earlier;

v. Sub-grade / local soil type (textural classification) @ every 500m and every change of feature whichever is earlier;

vi. Horizontal curve; vertical curve

vii. Road intersection type and details, at every occurrence;

viii. Retaining structures and details, at every occurrence;

ix. Location of water bodies (lakes and reservoirs), at every occurrence;

x. Height of embankment or depth of cut @ every 200m and every change of feature whichever is earlier.

xi. Land width i.e. ROW

xii. Culverts, bridges and other structures (type, size, span arrangement and location)

xiii. Roadside arboriculture

xiv. Existing utility services on either side within ROW. There shall be a provision of utility corridor for appropriate categories / combination of utilities in the construction of new 4/6 laning of National Highways. Such structures shall be located at appropriate location preferably as close to the extreme edge of Right of Way (RoW). In this connection, guidelines contained in IRC:98 shall be followed.

xv. General drainage conditions

xvi. Design speed of existing road

2. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored in computer files using simple utility packages, such as EXCEL.

4.11.3.2 Pavement Investigation- Deleted

4.11.3.3 Subgrade Characteristics and Strength- Deleted

4.11.4 Investigations for Bridges and Structure

4.11.4.1 Inventory of Bridges, Culverts and Structures

The Consultants shall make an inventory of all the structures (bridges, viaducts, ROBs/RUB and other grade separated structures, culverts, etc.) along the road under the project. The inventory for the bridges, viaducts and ROBs shall include the parametres required as per the guidelines of IRC-SP: 35. The inventory of culverts shall be presented in a tabular form covering relevant physical and hydraulic parametres.

4.11.4.2 Hydraulic and Hydrological Investigations

1. The hydrological and hydraulic studies shall be carried out in accordance with IRC Special Publication No. 13 (“Guidelines for the Design of Small Bridges and Culverts”) and IRC:5 (“Standard Specifications & Code of Practice for Road Bridges, Section I General Feature of Design”). These investigations shall be carried out for all existing drainage structures along the road sections under the study.
2. The consultant shall also collect information on observed maximum depth of scour.

3. In respect of major bridges, history of hydraulic functioning of existing bridge, if any, under flood situation, general direction of river course through structure, afflux, extent and magnitude of flood, effect of backwater, if any, aggradation/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/ irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change in flow levels, bed levels etc. shall be studied and considered in design of bridges. The details of any future planned work that may affect the river hydraulics shall be studied and considered.
4. The Consultants shall make a desk study of available data on topography (topographic maps, stereoscopic aerial photography), storm duration, rainfall statistics, top soil characteristics, vegetation cover etc. so as to assess the catchment areas and hydraulic parametres for all existing and proposed drainage provisions. The findings of the desk study would be further supplemented and augmented by a reconnaissance along the area. All-important hydrological features shall be noted during this field reconnaissance.
5. The Consultants shall collect information on high flood level (HFL), low water levels (LWL), high tide level (HTL), low tide level (LTL) where applicable, discharge velocity etc. from available past records, local inquiries and visible signs, if any, on the structural components and embankments. Local inquiries shall also be made with regard to the road sections getting overtopped during heavy rains.
6. Conducting Model studies for bridges is not covered in the scope of consultancy services. If Model study is envisaged for any bridge, requirement of the same shall be spelt out in the RPF documents separately indicating scope and time frame of such study. Salient features of the scope of services to be included for model study are given in the supplement- II Terms of Reference.

4.11.4.3 Condition Surveys for Bridges, Culverts and Structures

1. The Consultants shall thoroughly inspect the existing structures and shall prepare a report about their condition including all the parametres given in the Inspection pro-forma of IRC-SP:35. The condition and structural assessment survey of the bridges / culverts / structures shall be carried out by senior experts of the Consultants.
2. For the bridges identified to be in a distressed condition based upon the visual condition survey, supplementary testing shall be carried out as per IRC-SP:35 and IRC-SP:40. Selection of tests may be made based on the specific requirement of the structure.
3. The assessment of the load carrying capacity or rating of existing bridges shall be carried out under one or more of the following scenarios:
   i. when the design live load is less than that of the statutory commercial vehicle plying or likely to ply on bridge;
   ii. if during the condition assessment survey and supplementary testing the bridge is found to indicate distress of serious nature leading to doubt about structural and / or functional adequacy, and
   iii. Design live load is not known nor are the records and drawings available

4. The evaluation of the load carrying capacity of the bridge shall be carried out as per IRC-SP:37 ("Guidelines for Evaluation of Load Carrying Capacity of Bridges"). The analytical and correlation method shall be used for the evaluation of the load carrying capacity as far as possible. When it is not possible to determine the load carrying capacity of the bridge using analytical and correlation method, the same shall be carried out using load testing. The consultant has to exhaust all other methods of evaluation of strength of bridges before recommending to take up load testing of bridges. Road closure for testing if unavoidable shall be arranged by NHIDCL for limited duration say 12 hours or so.
5. Consultant shall carryout necessary surveys and investigations to establish the remaining service life of each retainable bridge or structure with and without the proposed strengthening and rehabilitation according to acceptable international practice in this regard.

4.11.4.4 Geo-technical Investigations and Sub-Soil Exploration

1. The Consultants shall carry out geo-technical investigations and sub-surface explorations for the proposed Bridges viaducts/ interchanges etc., along high embankments and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The minimum scope of geo-technical investigations for bridge and structures shall be as under:

S. No.	Description	Location of Boring
1	Overall length = 6 – 30 m	One abutment location and at least one intermediate location between abutments for structures having more than one span
2	**Overall length = 30 – 60 m**	One abutment location and at least one intermediate location between abutments for structures having more than one span.
3	Overall length >60 m	Each abutment and each pier locations.

2. The deviation(s), if any, by the Consultants from the scheme presented above should be approved by NHIDCL.

3. However, where a study of geo-technical reports and information available from adjacent crossings over the same waterway (existing highway and railway bridges) indicates that subsurface variability is such that boring at the suggested spacing will be insufficient to adequately define the conditions for design purposes, the Consultants shall review and finalize the bore hole locations in consultation with the NHIDCL officers.

4. Geotechnical Investigations and Sub soil Explorations hall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc. Geotechnical investigation and Sub-soil Exploration will be done as per IRC 78.

5. The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and submitted to NHIDCL for approval. These may be finalized in consultation with NHIDCL.

6. The sub-soil exploration and testing should be carried out through the Geotechnical Consultants empanelled by MORT&H. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
7. For the approach road pavement, bore holes at each major change in pavement condition or in deflection readings or at 2 km intervals whichever is less shall be carried out to a depth of at least 2 m below embankment base or to rock level and are to be fully logged. Appropriate tests to be carried out on samples collected from these bore holes to determine the suitability of various materials for use in widening of embankments or in parts of new pavement structure.

4.11.5. Material Investigations

1. The Consultants shall identify sources (including use of fly-ash/ slag), quarry sites and borrow areas, undertake field and laboratory testing of the materials to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno-economic principles. The Consultants shall prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.

   "Environment friendly materials"

   "As per MORTH circular No. RW /NH-33044/53/2013-S&R(R) dated 20th November, 2013, alternative pavement materials and technologies for road construction shall be assessed and compared in the design stage. The alternative resulting in substantial reduction in GHG emission and with least life cycle cost shall be recommended for implementation.

   Technical and economic feasibility of using industrial byproducts, recyclable and waste materials shall be assessed depending on their availability in the concerned region.
2. It is to be ensured that no material shall be used from the right-of-way except by way of leveling the ground as required from the construction point of view, or for landscaping and planting of trees etc. or from the cutting of existing ground for obtaining the required formation levels.
3. Environmental restrictions, if any, and feasibility of availability of these sites to prospective civil works contractors, should be duly taken into account while selecting new quarry locations.
4. The Consultants shall make suitable recommendations regarding making the borrow and quarry areas after the exploitation of materials for construction of works.
5. The Material Investigation aspect shall include preparation and testing of bituminous mixes for various layers and concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to latest MoRT&H specification.

4.12 Detailed Design of Road and Pavements, Bridges, Structures

4.12.1 General

iv. The Consultants are to carryout detailed designs and prepare working drawings for the following:

v. High speed highway with divided carriageway configuration complete in all respects with service roads at appropriate locations;

vi. Design of pavement for the additional lanes and overlay for the existing road, paved shoulders, medians, verges;

vii. Bridges, viaduct/subways and other grade separated structures including ROBs/RUBs etc.
viii. At-grade and grade-separated intersections, interchanges (if required);
ix. ROB for railway crossings as per the requirement and the standards of the Indian Railways; and,
x. Prepare alignment plans, longitudinal sections and cross-sections@ 50m intervals;
xi. Designs for road furniture and road safety/traffic control features;
xii. Designs and drawings for service road/under passes/overpass / cattle passes tree planting/fencing at locations where necessary / required
xiii. Toll plazas and office-cum-residential complex for PIU (one for each civil contract package)
xiv. Short bypasses at congested locations
xv. Drainage design showing location of turnouts, out falling structures, separate drawings sheet for each 5 km. stretch.
xvi. Bridges and structures rehabilitation plan with design and drawings
xvii. Traffic amenities (Parking Areas, Weighing Station and Rest Areas, etc.).
xviii. Design of pavement for approach road
xix. Design of river bank protection / training works. Innovative type of structures with minimum joints, aesthetically, pleasing and appropriate to the topography of the region shall be designed wherever feasible.

4.12.2 Design Standards

1. The Consultants shall evolve Design Standards and material specifications for the Study primarily based on IRC publications, MoRT&H Circulars and relevant recommendations of the international standards for approval by NHIDCL.
2. The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, traffic safety and materials.

4.12.3 Geometric Design

1. The design of geometric elements shall, therefore, take into account the essential requirements of such facilities.
2. Based on the data collected from reconnaissance and topographic surveys, the sections with geometric deficiencies, if any, should be identified and suitable measures for improvement should be suggested for implementation.
3. The data on accident statistics should be compiled and reported showing accident type and frequency so that black spots are identified along the project road section. The possible causes (such as poor geometric features, pavement condition etc.) of accidents should be investigated into and suitable cost-effective remedial measures suggested for implementation.
4. The detailed design for geometric elements shall cover, but not be limited to the following major aspects:
   i. horizontal alignment;
   ii. longitudinal profile;
   iii. cross-sectional elements, including refuge lane (50m) at every 2 kms.
   iv. junctions, intersections and interchanges;
   v. bypasses; and,
   vi. Service roads as and when require i.e built up area.
5. The alignment design shall be verified for available sight distances as per the standard norms. The provision of appropriate markings and

signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirements as per the standard norms.

6. The consultants shall make detailed analysis of traffic flow and level of service for the existing road and workout the traffic flow capacity for the improved project road. The analysis should clearly establish the widening requirements with respect to the different horizon periods taking into account special problems such as road segments with isolated steep gradients.
7. In the case of closely spaced cross roads the Consultant shall examine different options such as, providing grade separated structure for some of them with a view to reduce number of at-grade crossings, services roads connecting the cross-roads and closing access from some of the intersections and prepare and furnish appropriate proposals for this purpose keeping in view the cost of improvement, impact on traffic movement and accessibility to cross roads. The detailed drawings and cost estimate should include the provisions for realignments of the existing cross roads to allow such arrangements.
8. The Consultant shall also prepare design of grade separated pedestrian crossings (viaducts) for large cross traffic of pedestrians and / or animals on the basis of passenger and animal cross traffic surveys conducted.
9. The Consultant shall also prepare details for at-grade junctions, which may be adopted as alternative to the grade separated structures. The geometric design of interchanges shall take into account the site conditions, turning movement characteristics, level of service, overall economy and operational safety.
10. The Consultants shall prepare design and other details in respect of the parallel service roads in urbanized locations and other locations to cater to the local traffic, their effect of the viability of the project on commercial basis if service roads are constructed as part of the project and the implications of not providing the service roads.
11. The consultant shall prepare complete road and pavement design including drainage for new bypass option identified around congested town en-route.

4.12.4 Pavement Design

1. The detailed design of pavement shall involve:
   - *i.* strengthening of existing road pavement and design of the new pavement if any, if the findings of the traffic studies and life-cycle costing analysis confirm the requirement for widening of the road beyond 2lane undivided carriageway standard;;
   - *ii.* pavement design for bypasses; and,
   - *iii.* design of shoulders.
2. The design of pavement shall primarily be based on IRC publications.
3. The design of pavement shall be rigorous and shall make use of the latest Indian and International practices. **The design alternatives shall include both rigid and flexible design options. The most appropriate design, option shall be established on life-cycle costing and techno-economic consideration.**
4. For the design of pavement, each set of design input shall be decided on the basis of rigorous testing and evaluation of its suitability and relevance in respect of in-service performance of the pavement. The design methodology shall accompany the design proposals and shall clearly bring out the basic assumptions, values of the various design

inputs, rationale behind the selection of the design inputs and the criteria for checking and control during the implementation of works. In other words, the design of pavement structure should take due account of the type, characteristics of materials used in the respective courses, variability of their properties and also the reliability of traffic predictions. Furthermore, the methodology adopted for the design of pavement shall be complete with flowcharts indicating the various steps in the design process, their interaction with one another and the input parametre required at each step.

5. For the design of overlays for the existing 2-lane pavement, the strengthening requirement shall duly take into account the strength of the existing pavement vis-à-vis the remaining life. The overlay thickness requirements shall be worked out for each road segment homogenous with respect to condition, strength and sub- grade characteristics. The rehabilitation provisions should also include the provision of regulating layer. For existing pavement with acceptable levels of cracking, provision of a crack inhibiting layer should also be included.

5 (a) For rehabilitation and strengthening, consultant shall consider the alternatives of rehabilitating the existing pavement, overlaying with the same or alternate pavement type (e.g. white/black topping) and also the option of removal and replacement of existing pavement layers and chose the best alternative basis lifecycle costing, and any local considerations such as material availability, time available for construction etc.

6. Latest techniques of pavement strengthening like provision of geo-synthetics and cold/hot pavement recycling should be duly considered by the consultant for achieving economy. The use of technology particularly environment friendly technology viz. recycling of bituminous mixes, warm mixes and soil stabilization etc. should be adopted wherever feasible. Clause 519 of the "Specifications for Road and Bridge Works" (Fifth Revision) covers specifications for recycling of existing bituminous pavement materials to upgrade the pavements. These provisions notwithstanding, recycling of existing bituminous materials is yet to be implemented in most of the NHIDCL projects. The reclaiming and reprocessing of pavement materials involve both design (how the pavement should be designed using reclaimed materials with the given properties) and technology (the methods to reclaim and reprocess, equipment, knowhow and quality) issues. After addressing these issues, the recycling of pavements will be environmentally and economically better option for rehabilitation, repair or reconstruction compared to the use of fresh or virgin materials. Indian Road Congress has published IRC: 120-2015 on "recommended practice for recycling of bituminous pavements" giving a detailed procedure for its implementation

7. The paved shoulders shall be designed as integral part of the pavement for the main carriageway. The design requirements for the carriageway pavement shall, therefore, be applicable for the design of shoulder pavements. The design of granular shoulder should take into account the drainage considerations besides the structural requirements.

8. The pavement design task shall also cover working out the maintenance and strengthening requirements and periodicity and timing of such treatments.

4.12.5 Design of Embankments

1. The embankments design should provide for maximum utilization of locally available materials consistent with economy. Use of fly ash wherever available within economical leads must be considered. In accordance with Government instructions, **use of fly ash within 300 km from Thermal Power Stations is mandatory** as per extra ordinary Gazette Notification No. S.O. 254 (E) Part Section – III – Sub Section (ii) dated 25th January, 2016 and subsequent amendment, if any of Ministry of Environment, Forest and Climate change, New Delhi.
2. The Consultants shall carry out detailed analysis and design for all embankments of height greater than 6 m based on relevant IRC publications.
3. The design of embankments should include the requirements for protection works and traffic safety features.

4.12.6 Design of Bridges and Structures

1. The data collected and investigation results shall be analyzed to determine the following:

i. HFL
ii. LWL
iii. LBL
iv. Erodibility of bed/scour level
v. Design discharge
vi. Linear waterway and effective linear waterway
vii. Likely foundation depth
viii. Safe bearing capacity
ix. Engineering properties of sub soil
x. Artesian conditions
xi. Settlement characteristics
xii. Vertical clearance
xiii. Horizontal clearance
xiv. Free board for approach road
xv. Severity of environment with reference to corrosion
xvi. Data pertaining to seismic and wind load
xvii. Requirement of model study etc.

2. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the bridges and structures proposed to be constructed / reconstructed along the road sections covered under the Study. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components(superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be finalized based upon hydraulic and geo-technical studies, cost effectiveness and ease of construction. The GAD shall be supplemented by Preliminary designs. In respect of span arrangement and type of bridge a few alternatives with cost-benefit implications should be submitted to enable NHIDCL to approve the best alternative. After approval of alignment and GAD the Consultant shall prepare detailed design as per IRC codes /guidelines and working drawings for all components of bridges and structures.
3. The location of all at-grade level crossings shall be identified falling across the existing level crossings for providing ROB at these locations. The Consultants shall prepare preliminary GAD for necessary construction separately to the Client. The Consultant shall pursue the

Indian Railways Authorities or/and any statutory authority of State/Central Government for approval of the GAD from concerned Authorities.

4. GAD for bridges/structures across irrigation/water way channels shall be got approved from the concerned Irrigation/Water way Authorities. Subsequent to approval of GAD and alignment plan by NHIDCL, the Consultants shall prepare detailed design as per IRC codes/guidelines for all components of the bridges and structures.
5. Subsequent to the approval of the GAD and Alignment Plan by NHIDCL and Railways, the Consultant shall prepare detailed design as per IRC and Railways guidelines and working drawings for all components of the bridges and structures. The Consultant shall furnish the design and working drawings for suitable protection works and/or river training works wherever required.
6. Dismantling/ reconstruction of existing structures shall be avoided as far as possible except where considered essential in view of their poor structural conditions/ inadequacy of the provisions etc.
7. The existing structures having inadequate carriageway width shall be widened/reconstructed in part or fully as per the latest MoRT&H guidelines. The Consultant shall furnish the detailed design and working drawings for carrying out the above improvements.
8. Suitable repair / rehabilitation measures shall be suggested in respect of the existing structures as per IRC-SP: 40 along with their specifications, drawings and cost estimate in the form of a report. The rehabilitation or reconstruction of the structures shall be suggested based on broad guidelines for rehabilitation and strengthening of existing bridges contained in IRC-SP:35 and IRC-SP:40.
9. Subsequent to the approval of the GAD and the alignment plan by NHIDCL, detailed design shall also be carried out for the proposed underpasses, overpasses and interchanges.
10. The Consultants shall also carry out the design and make suitable recommendations for protection works for bridges and drainage structures.
11. In case land available is not adequate for embankment slope, suitable design for RCC retaining wall shall be furnished. However, RES wall may also be considered depending upon techno-economic suitability to be approved by NHIDCL.
12. All the bridge structures having a length of 100 m or less can be used for tapping of water for serving dual purpose i.e., to cross the water body or to store water, if technically feasible. Therefore, such structures shall be designed as bridge cum barrage structures (bridge cum bandhara). Ministry's guidelines in this regard issued vide letter no. RW/NH-34066/89/2015-S&R(B) dated 18.04.2017 may be referred.

4.12.7 Drainage System

1. The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section.
2. In addition to the roadside drainage system, the Consultants shall design the special drainage provisions for sections with super-elevated carriageways, high embankments and for road segments passing through cuts. The drainage provisions shall also be worked out for road segments passing through urban areas.
3. The designed drainage system should show locations of turnouts/outfall points with details of outfall structures fitting into

natural contours. A separate drawing sheet covering every 5 km. stretch of road shall be prepared.

4. The project highway shall be designed to have well designed efficient drainage system, which shall be subsurface, as far as possible. While constructing the underpasses, the finished road level shall be determined so as to ensure that the accumulation of rain water does not take place and run-off flows at the natural ground level. The drains, wherever constructed, shall be provided with proper gradient and connected to the existing outlets for final disposal.
5. The rain water harvesting requirements be assessed taking into consideration the Ministry of Environment & Forest Notification Dt. 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 06.11.2000). The construction of rainwater harvesting structure is mandatory in and around water scarce / crisis areas notified by the Central Ground Water Board. The provisions for rainwater harvesting be executed as per the requirements of IRC:SP:42-2014 (Guidelines for Road Drainage) and IRC:SP:50-2013 (Guidelines on Urban Drainage).
6. All the bridge structures having a length of 100m or less can be used for tapping of water for serving dual purpose i.e. to cross the water body and to store water, if technically feasible. Therefore, such structures should be designed as bridge cum barrage structures (bridge cum bandhara). Ministry's guidelines in this regard issued vide letter no. RW/NH-34066/59/2015-S&R(B) dated 18.04.2017 may be referred.
7. The locations of the culverts should be planned in such a way that the proposed culvert covers optimum catchment area & the location shall be decided on the basis of topographical survey, local rainfall data, gradient of natural ground and enquiry from the local habitants. All culverts should preferably be box culverts as pipe culverts get filled up with silt, which is rarely cleared.

4.12.8 Traffic Safety Features, Road Furniture and Road Markings

1. The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.
2. The Consultant should make the provisions for "the overhead (gantry-mounted) signs on roads with two or more lanes in the same direction" as per provisions of IRC-67. The minimum height of gantry mounted sign be 5.5 m above the highest point at the carriageway.
3. Road safety shall be the focus of design. The roads shall be forgiving, having self-explaining alignment, safe designed intersections / interchanges segregation and safe crossing facilities for VRUs with crash barriers at hazardous locations. The details of traffic signs and pavement markings with their locations, types and configuration shall be shown on the plan so that they are correctly provided.
4. DPR shall undergo the exercise of Road Safety Audit through the Road Safety Auditor (separate from design team) and recommendations mentioned be incorporated.
5. Road markings and proper signage constitute another important aspect of the Road safety. The DPR shall contain a detailed signage plan, indicating the places, directions, distances and other features, duly marked on the chainage plan. It shall specify the suitable places where FoBs are to be provided. Road marking and signage plan shall be included in DPR and shall be specifically approved by the NHIDCL.

6. As availability of suitable sight-distance has a large effect on road safety, the alignment of all the NHs should be finalized in such a way so as to have double the stopping sight distance available to the road users at all locations.

4.12.9 Arboriculture and Landscaping

The Consultants shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of way with a view to beautify the highway and making the environment along the highway pleasing. These activities should be included in the TOR for contractor/concessionaire and the cost of these activities shall also be added to the total project cost for civil works. The existing trees / plants shall be retained to the extent possible. The Transplantation of trees shall also be proposed wherever feasible.

4.12.10 Toll Plaza-Deleted

4.12.11 Weighing Station, Parking Areas and Rest Areas-Deleted

4.12.12 Miscellaneous Works

1. The Consultants shall make suitable designs and layout for miscellaneous works including rest areas, bus bays, vehicle parking areas, telecommunication facilities etc. wherever appropriate.
2. The Consultants shall prepare the detailed scheme and lay out plan for the works mentioned in Para 1.
   The Consultants shall prepare detailed plan for the traffic management and safety during the construction period.

4.13 Environment and Social Impact Assessment

The consultant shall under take the detailed environmental and social impact assessment in accordance with the standard set by the Government of India for projects proposed to be funded by MORT&H/NHIDCL. In respect of projects proposed to be funded by ADB loan assistance, Environmental Assessment Requirements, Environmental Guidelines for selected infrastructure projects, 1993 of Asian Development Bank shall be followed. Similarly, for projects proposed to be funded by World Bank loan assistance, World Bank Guidelines shall be followed.

4.13.1 Environmental Impact Assessment

Environment impact assessment or initial environment examination be carried out in accordance with ADB's Environmental Assessment Requirements of ADB 1998 guidelines for selected infrastructure projects 1993 as amended from time to time /World Bank Guidelines / Government of India Guidelines, as applicable

1. The consultant should carry out the preliminary environmental screening to assess the direct and induced impacts due to the project.
2. The consultant shall ensure to document baseline conditions relevant to the project with the objective to establish the benchmarks.
3. The consultant shall assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.
4. The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario

and modification incorporated in the proposed project due to environment considerations.

5. The consultant shall give special attention to the environmental enhancement measures in the project for the following:
   a) Cultural property enhancement along the highways
   b) Bus bays and bus shelters including a review of their location,
   c) Highway side landscape and enhancement of the road junctions,
   d) Enhancement of highway side water bodies, and
   e) Redevelopment of the borrow areas located on public land.
6. The consultant shall prepare the bill-of-quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
7. The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.
8. The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.
9. The consultant shall prepare the application forms and obtain forestry and environmental clearances from the respective authorities including the SPCBs and the MOEF on behalf of NHIDCL. The consultants will make presentation, if required, in defending the project to the MOEF Infrastructure Committee.
10. The consultant shall identify and plan for plantation and Transplantation of the suitable trees along the existing highway in accordance with IRC guidelines.
11. The consultant shall assist in providing appropriate input in preparation of relevant environment and social sections of BPIP.
12. Provision should be made for Noise Barriers wherever (especially where project highway passes through dense habitation) required as a mitigation measure against noise pollution and nuisance. Their location, dimension, type, material and shapes should be determined and defined in environment impact assessment studies forming part of DPR.

4.13.2 Social Assessment

1. The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socioeconomic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.
2. The consultant shall prepare Land Acquisition Plan and assist NHIDCL in acquisition of land under various Acts.

4.13.3 The consultant would prepare Resettlement and Rehabilitation Plan and assess feasibility and effectiveness of income restoration strategies and suitability and availability to relocation sites. The resettlement plan which accounts for land acquisition and resettlement impacts would be based on a 25% socio-economic survey and 100 % census survey of project affected people which provides the complete assessment of the number of affected households and persons, including

common property resources. All untitled occupants are recorded at the initial stages and identify cards will be issued to ensure there is no further influx of people in to the project area. All consultations with affected persons (to include list of participants) should be fully documented and records made available to NHIDCL.

- Assessment on the impact of the project on the poor and vulnerable groups along the project road corridor.
- Based on the identified impacts, developing entitlement matrix for the project affected people.
- Assessment on social issues such as indigenous people, gender, HIV/AIDS, labourers including child labour.
- Implementation budgets, sources and timing of funding and schedule of tasks.
- Responsibility of tasks, institutional arrangements and personnel for delivering entitlement and plans to build institutional capacity.
- Internal and external monitoring plans, key monitoring indicators and grievance redress mechanism.
- Incorporating any other suggestions of the ADB/ World Bank/ NHIDCL, till the acceptance of the reports by the ADB/ World Bank/ NHIDCL

4.13.4 Reporting Requirements of EIA

- The consultant would prepare the stand-alone reports as per the requirement of the ADB/World Bank /NHIDCL, as applicable, with contents as per the following:
- Executive Summary
- Description of the Project
- Environmental setting of the project.
- Identification and categorization of the potential impacts (during pre-construction, construction and operation periods).
- Analysis of alternatives (this would include correlation amongst the finally selected alternative alignment/routing and designs with the avoidance and environmental management solutions).
- The public consultation process.
- Policy, legal and administrative framework. This would include mechanisms at the states and national level for operational policies. This would also include a description of the organizational and implementation mechanism recommended for this project.
- Typical plan or specific designs for all additional environmental items as described in the scope of work.
- Incorporating any other as per the suggestions of the ADB/ World Bank / NHIDCL, till the acceptance of the reports by the ADB/ World Bank /NHIDCL, as applicable.
- EMP Reports for Contract Package based on uniform methodology and processes. The consultant will also ensure that the EMP has all the elements for it to be a legal document. The EMP reports would include the following:
  - Brief description of the project, purpose of the EMP, commitments on incorporating environmental considerations in the design, construction and operations phases of the project and institutional arrangements for implementing the EMP.
  - A detailed EMP for construction and operational phases with recourse to the mitigation measures for all adverse impacts.

- Detailed plans for highway-side tree plantation (as part of the compensatory afforestation component).
- Environmental enhancement measure would be incorporated.
- Enhancement measures would include items described in the scope of work and shall be complete with plans, designs, BOQ and technical specifications.
- Environmental monitoring plans during and after construction including scaling and measurement techniques for the performance indicators selected for monitoring.
- The EMP should be amendable to be included in the contract documents for the works.
- Incorporating any other as per the suggestions of the ADB/ World Bank/ NHIDCL, till the acceptance of the reports by the ADB/ World Bank /NHIDCL as applicable.

4.13.5 Reporting requirements of RAP

Analysis on the resettlement plan be conducted based on ADBs Hand Book on Resettlement, A Guide to Good practice 1998 as amended time to time/ World Bank Guidelines/Government of India Guidelines, as applicable.

- Executive summary
- Description of project
- Objectives of the project.
- The need for Resettlement in the Project and evaluation of measures to minimize resettlement.
- Description and results of public consultation and plans for continued participation of PAPs.
- Definition of PAPs and the eligibility criteria.
- Census and survey results-number affected, how are they affected and what impacts will they experience.
- Legal and entitlement policy framework-support principles for different categories of impact.
- Arrangements for monitoring and evaluation (internal and external)
- Implementation schedule for resettlement which is linked to the civil works contract
- A matrix of scheduled activities linked to land acquisition procedures to indicate clearly what steps and actions will be taken at different stages and the time frame
- The payment of compensation and resettlement during the acquisition process
- An itemized budget (replacement value for all assets) and unit costs for different assets

5

5.1 Land Acquisition Process

5.1.1 Conduct all required surveys/valuation

1. Identify all land parcels that need to be acquired as part of project road
2. Conduct Joint measurement survey in conjunction with CALA, NHIDCL and Land revenue department to verify land records.
3. Conduct valuation of land related assets (Structures, trees, crops etc.) and liaison with respective State authority for authentication of the valuation

5.1.2 Digitization of cadastral maps

1. Consultants shall procure or create digitized, geo-referenced cadastral/ land revenue maps for the purposes of land acquisition activities.
2. Where state governments or local agencies have already digitized cadastral maps, the consultant shall arrange to acquire these maps.
3. For acquired maps, the consultant shall check and verify the level of accuracy in the maps and their suitability for the purposes of supporting the land acquisition effort for the project road in terms of both dimensional accuracy and details available.
4. Where digitized land maps are unavailable or are deemed to be insufficient for the purposes of this project, the consultant shall digitize the cadastral/ land revenue maps of the area falling in and surrounding the existing and proposed road RoW, keeping the following in mind:
    - *i.* The digitized map shall exactly match the original map, like a contact print, ince the dimensions and area of plots, or the whole village is to be extracted
    - *ii.* From the map itself.
    - *iii.* An accuracy of 1mm or higher in a 1:1000 scale map shall be ensured, as this translates into an accuracy of 1 m or higher on ground.
    - *iv.* In addition, ground control points will be used to adjust the digitized map to exactly match the ground situation.
    - *v.* Geo-location information from the control points should be added to the digitized map to allow for import into a GIS system. Suitable land details and features should also be added to the GIS system to enable review of individual land parcels.
    - *vi.* In digitization and feature addition, the consultant shall endeavor to follow any standards, requirements and formats laid down by the relevant state/ central government agency for land ownership and revenue management or
    - *vii.* That set by the authority involved in digitization of land records.
5. Where applicable, the consultant must then share back the digitized cadastral maps with the relevant local agency or state government.

5.1.3 Liaison with relevant state departments throughout process

1. The consultant should liaison with State' departments including but not limited to Land Revenue Office (or Tehsil), Registrar office and with other State departments (like Public works department, horticulture department etc.) to expedite the Land acquisition process.
2. The consultant should co-ordinate collection of all the necessary land record documents and information required to support CALA/CALA staff during the LA process.

5.1.4 Facilitate communication between NHIDCL (Branch Office) and CALA

The consultant should ensure prompt official communication (including delivery of documents) between Competent Authority for Land Acquisition (CALA) and NHIDCL.

5.1.5 Support CALA with manpower and resources

1. The consultant should provide adequate technically qualified manpower including but not limited to ex -Amin/Surveyor or equivalent and ex-Land Revenue Inspector or equivalent - to support Competent Authority of Land Acquisition (CALA) / CALA staff in the LA process corresponding to respective project. The engagement of retired Revenue Officer with Team (Kanoongo/ Girdawar or equivalent and Patwari) should be in such a way that one Revenue officer be responsible for 100 km length of DPR or part thereof. These support staff shall be deployed until 3(E),

G and H are completed (or equivalent sections under State LA Act, as applicable).

2. The consultant should provide adequate clerical manpower like assistant, peon, computer operator as required to support CALA/CALA staff in the LA process corresponding to respective project.
3. The consultant should provide adequate resources including vehicles, laptop/desktop, and stationeries as required to support CALA/CALA staff in the LA process corresponding to respective project.

5.1.6 Assist NHIDCL (Branch Office) and CALA in the publishing of 3A notification

1. Provide copy of 3a notification to CALAs and District Collector
2. Co-ordinate collection all the relevant land revenue records (including Khasra maps, khatiyan, Jamabandi etc.) from land revenue department required for preparation of 3A draft
3. Prepare and submit 3A draft and LA plan in the format prescribed by NHIDCL
4. Co-ordinate submission of copies of LA plan and Alignment map to CALA offices through PIU required for verification of 3A draft
5. Facilitate CALA staff in verification of the draft 3A version
6. Assist CALA staff in preparation of 3A notification, preamble and forwarding letter to be forwarded to PIU
7. Co-ordinate delivery of 3A notification (declared by CALA) along with preamble and forwarding letter to PIU
8. Assist PIU in preparing 3A notification (English & Hindi version) and corresponding check-list documents in format prescribed to be sent for approval to NHIDCL HQ

5.1.7 Assist CALA and NHIDCL (Branch Office) in the publishing of 3D notification (equivalent section under State LA Act)

1. Provide copy of 3A Gazette notification to CALA
2. Support CALA staff to draft 3C notification and 3A notification to be published in 2 newspapers : 1 Vernacular + 1 other
3. Co-ordinate with NHIDCL/CALA on publishing of 3C and 3A notifications in 2 local newspapers - 1 vernacular and 1 other
4. Provide copies of newspaper publication of 3C and 3A notification to the CALA
5. Assist CALA staff in receiving and compiling of public objections
6. Co-ordinate with CALA for scheduling public hearings
7. Assist CALA staff for sending notices to petitioners on respective hearing dates
8. Assist CALA during objection hearings, recording of hearings , ensuring compliance of corresponding orders and notification of final CALA order to petitioners
9. Plant boundary stones/peg-marking along the alignment
10. Conduct Joint measurement survey in conjunction with CALA, NHIDCL and Land revenue department to verify land records. Prepare and submit Joint Measurement Survey Report along with updated alignment sketches of each survey and village to PIU
11. Co-ordinate collection of all relevant land records including but not limited to Khatiyaan, Jamabandi, Chakbandi and other relevant records required for preparation of 3D draft
12. Prepare draft 3D based on JMS report and collected records
13. Co-ordinate submission of draft 3D to CALA office through PIU
14. Assist CALA staff in verification of draft 3D and preparation of draft 3D declared

15. Assist CALA staff in preparation of draft 3D notification, preamble and forwarding letter to be forwarded to PIU
16. Co-ordinate delivery of 3D notification (declared by CALA) along with preamble and forwarding letter to PIU
17. Assist PIU in verification of 3D notification (declared by CALA)
18. Assist PIU in preparing Draft 3D (English & Hindi version) and corresponding check-list documents in format prescribed to be sent for approval to NHIDCL HQ

5.1.8 Assist the CALA in the declaration of award (3G) (equivalent section under State LA Act)

1. Provide copy of 3D Gazette notification to CALA.
2. Assist CALA in drafting public notice inviting claims (under sub-section 3 of section 3G) from all persons interested in the land to be acquired and 3D notification to be published in 2 local newspaper - 1 vernacular and 1 other.
3. Co-ordinate with NHIDCL/CALA on publishing of 3D and claim invitation notification in 2 local newspapers - 1 vernacular and 1 other.
4. Provide 1 copy of newspaper notification of 3D and claim invitation to CALA, Ward, Panchayat, Circle office, police station and Collector office.
5. Assist CALA during claim hearings, record hearings and compliance of corresponding orders.
6. Conduct valuation of land related assets (Structures, trees, crops etc.) and liaison with respective State authority for authentication of the valuation.
7. Co-ordinate collection of documents including but not limited to sale deeds, circle rate and other information required by CALA to prepare 3G award
8. Assist CALA in 3G award preparation and in drafting 3G award documents
9. Deliver 3G award to PIU for approval along with valuation details
10. Assist CALA staff in preparation of field book which contains award by each beneficiary after 3G award is declared based on 3A, 3D and 3G notification

5.1.9 Assist NHIDCL in obtaining possession of land

1. Co-ordinate delivery of confirmation letter of deposit from PIU to CALA
2. Assist CALA staff in drafting notification for beneficiaries for award collection and vacating the land within 60 days (under section 3E)
3. Co-ordinate serving of notice to all beneficiaries for collection of award and to vacate the land within 60 days (under section 3E)
4. Co-ordinate collection of certificate of possession from CALA

5.1.10 Publication of Gazette Notifications relating to Land Acquisition

Cost for publication of Gazette Notifications relating to land acquisition in Newspapers shall be borne by the NHIDCL.

5.2 Utility shifting proposal and estimates

5.2.1 Identify type and location of all existing utilities within the proposed ROW

1. Consultant will review information available with all utilities agencies in the region, consult maps/plans available with NHIDCL, MoRTH and state road agencies, consult with locals and municipal bodies to ascertain the presence and location of utilities , including but not

limited to water-mains, gas, telephone, electricity and fiber-optic installations in and around the project road

2. Deploy ground penetrating radar, inductor locators or better technology to accurately map the location, type and size of utilities in the ROW of the project road as required in the section of this TOR
3. Develop a detailed strip plan and digitized maps showing:
   a. type, size and current location of all the utilities identified
   b. relative offset from the centerline
   c. existing right of way

5.2.2 Plan for utilities in future road design

1. Consultants need to identify utilities that will require shifting to enable construction of the proposed project road
2. Incorporate space required for elevated and under-ground utilities corridors and utilities crossings as required for existing and future utilities in consultation with user departments

5.2.3 Develop a utilities relocation plan

1. Consultants need to develop and submit a utilities relocation plan in consultation with NHIDCL and user departments clearly identifying current utilities and suggested relocations along with crossings as required
2. Plan and conduct discussions, consultations and joint site visits required for the planning of utilities shifting and the development of required drawings and proposals
3. Prepare necessary details, documents and suggested relocation plan to be submitted to user department
4. Develop initial cost estimates based on suggested relocation plan and the latest available schedule of rates for inclusion in the cost of the project at the time of approval

5.2.4 Estimates and approvals

1. Consultants need to obtain draft utilities shifting proposal from user departments for all utilities identified for shifting along project road
2. Prepare utility shifting cost estimates using latest schedule of rates and obtain approval from user departments
3. Review final designs submitted, cost estimates, complete checklist, obtain required declarations and submit to PIU for approval
4. Work with user department, PIU and RO as required to incorporate any changes requested in shifting proposal and cost estimate by RO and NHIDCL HQ
5. Obtain all required utilities shifting proposal estimates and required approvals from both user departments and NHIDCL within the time stipulated in DPR contract

5.3 Estimation of Quantities and Project Costs

1. The Consultants shall prepare detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise), including the cost of environmental and social safeguards proposed based on MoRT&H's Standard Data Book and market rate for the inputs. The estimation of quantities shall be based on detailed design of various components of the projects. The estimation of quantities and costs would have to be worked out separately for civil work Package as defined in this TOR.

2. The Consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.
3. The project cost estimates so prepared for NHIDCL/ADB/WB projects are to be checked against rates for similar on-going works in India under NHIDCL/ World Bank/ ADB financed road sector projects.
4. The Consultant should work out the quantity of Bitumen, Steel and Cement likely to be used in the project and indicate in the summary sheet.

6 VIABILITY AND FINANCING OPTIONS AND BIDDING PROCESS

1. The Project Road should be divided into the traffic homogenous links based on the findings of the traffic studies. The homogenous links of the Project Road should be further subdivided into sections based on physical features of road and pavement, sub-grade and drainage characteristics etc. The economic and commercial analysis shall be carried out separately for each traffic homogenous link as well as for the Project Road.
2. The values of input parametres and the rationale for their selection for the economic and commercial analyses shall be clearly brought out and got approved by NHIDCL.
3. For models to be used for the economic and the commercial analyses, the calibration methodology and the basic parametres adapted to the local conditions shall be clearly brought out and got approved by NHIDCL.
4. The economic and commercial analyses should bring out the priority of the different homogenous links in terms of project implementation.

6.1 Economic Analysis

1. The Consultants shall carry out economic analysis for the project. The analysis should be for each of the sections covered under this TOR. The benefit and cost streams should be worked out for the project using HDM-IV or other internationally recognized life-cycle costing model.
2. The economic analysis shall cover but be not limited to be following aspects:
   i. assess the capacity of existing roads and the effects of capacity constraints on vehicle operating costs (VOC);
   ii. calculate VOCs for the existing road situation and those for the project;
   iii. quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and reduced incidence of road accidents; and,
   iv. estimate the economic internal rate of return (EIRR) for the project over a 30-year period. In calculating the EIRRs, identify the tradable and non-tradable components of projects costs and the border price value of the tradable components.
   v. Saving in time value.
3. Economic Internal Rate of Return (EIRR) and Net Present Value (NPV), "with "and "without time and accident savings" should be worked

out based on these cost-benefit stream. Furthermore, sensitivity of EIRR and NPV worked out forth different scenarios as given under:

Scenario – I Base Costs and Base Benefits

Scenario - II Base Costs plus 15% and Base Benefits

Scenario - III Base Costs and Base Benefits minus 15%

Scenario - IV Base Costs plus 15% and Base Benefits minus 15%

The sensitivity scenarios given above are only indicative. The Consultants shall select the sensitivity scenarios taking into account possible construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.

4. The economic analysis shall take into account all on-going and future road and transport infrastructure projects and future development plans in the project area.

6.2 Financial Analysis

6.2.1 Need for financial analysis

1. Deleted.

6.2.2 Financial analysis of the project

1. Deleted.

6.2.3 Outputs from Financial Analysis

1. Deleted.

6.3 Bidding Process

6.3.1 Consultant shall assist the authority in preparing the required bid documents and support the authority through the bidding process

6.3.2 Preparation of documents

1. The consultant shall prepare all required bid documents and technical schedules required for the bidding of the project
2. The Consultants shall prepare documents for contract (EPC) for the package of the DPR assignment
3. The consultant shall assist authority in reviewing bid documents and in making any changes required basis their findings or the and finalizing bid documents
4. The consultant shall assist the authority in collecting and providing all required supporting documents for initiating bid as defined by the SOP for contracting
5. The DPR consultant may be required to prepare the Bid Documents, based on the feasibility report, due to exigency of the project for execution if desired by NHIDCL.
    a) Deleted.
6. Provide any and all clarifications required by the authority or other functionaries such as the financial consultant and legal advisor as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.
7. The consultant shall be guided in its assignment by the Model Contract Agreements for EPC projects, and the Manual of Specifications and Standards for two/ four/ laning of highways published by IRC (IRC:SP:73 or

IRC:SP:84 or IRC:SP:87, as applicable) along with relevant IRC codes for design of long bridges.

a) It is suggested that consultant should go through the EPC documents of ministry before bidding the project.

6.3.3 Support during the bidding process

1. Consultant shall support NHIDCL through the entire bid process and shall be responsible for sharing the findings from the preparation stages during the bid process
2. The consultant shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre-bid conference, meetings, site visits etc.
3. During the bid process for a project, the consultant shall support the authority in:
    a) Responding to all pre-bid technical queries
    b) Preparation of detailed responses to the written queries raised by the bidders
4. The consultant shall assist NHIDCL and its functionaries as needed in the evaluation of technical bids

7 TIME PERIOD FOR THE SERVICE

1. Time period envisaged for the study of the project is indicated in Annex-I to LOI. The final reports, drawings and documentation shall be completed within this time schedule.
2. NHIDCL shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Consultant's services.

8 PROJECT TEAM AND PROJECT OFFICE OF THE CONSULTANT

1. The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants' team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
2. List of suggested key personnel to be fielded by the consultant with appropriate man-month of consultancy services is given in Enclosure-I as per client's assessment.
3. The CVs of the all the key personnel (Team leader cum Senior Bridge Engineer, Highway cum Pavement Engineer & Geo Technical Engineer is to be furnished within 10 days of issuance of LoA along with their INFRACON IDs. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. If any information is found incorrect, at any stage, action including termination and debarment from future NHIDCL projects for a minimum period of 2 years may be taken by NHIDCL on the personnel and the Firm.
4. The minimum requirements of Qualification, Experience and marking patterns of all key personnel are listed in Enclosure-II of TOR. CVs of the key personnel submitted by the preferred bidder shall be evaluated before signing of contract agreement and CV of a person who does not meet the minimum experience requirement as given at enclosure-II of TOR or secures less than 75%, such key personnel should be replaced before signing of contract with a person meeting requirements of Qualification

and Experience as given at enclosure-II of TOR and whose CV secures 75 % marks and above. If a proposed key personnel does not possess the minimum (essential) educational qualification as given at enclosure-II of TOR, the consultant shall be required to replace him with the key personnel having minimum threshold educational and experience qualification.

5. The availability of key personnel must be ensured for the duration of the project as per proposed work programme.
6. The age limit for key personnel is 65 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished.
7. An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the period of his/her assignment on the project. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of NHIDCL and MoRT&H.
8. A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.
9. Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.
10. A Manning Schedule for key personnel mentioned above is enclosed as Enclosure-I along with broad job description and qualification as Enclosure-II. The information furnished in Enclosures-I & II are to assist the Consultants to understand the client's perception about these requirements. However, the financial proposal shall be submitted in lump sum rate and the key personnel proposed by the firm as per enclosure I & II shall be interviewed before Contract Signing to be done with the preferred bidder to assess their suitability for the assignment. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory of the Consultants. Bio – Data of the proposed key personnel shall be as per the email ids created on the INFRACON Portal and submitted along with the forwarding letter.

9 REPORTS TO BE SUBMITTED BY THE CONSULTANT TO NHIDCL

9.1 All reports, documents and drawings are to be submitted separately for each of the traffic homogenous link of the Project Road. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

9.2 Project preparation activities will be split into eight stages as brought out below.

No	Stage	Key activities	Report/deliverable submitted
1	Inception	Project planning and mobilization	Inception Report and QAP
2	Feasibility	Alignment finalization, preliminary surveys	Alignment Options Report and Feasibility Report
3	LA and Clearances I	LA, utilities identification; creation of draft	Strip Plan, LA Report (3a, 3A),

		notifications and proposals	Clearances and Utility Shifting proposals
4	DPR	Detailed design of highway, preparation of detailed project report with drawings,	Draft DPR Report, Final DPR Report, documents and drawings
5	Technical Schedules	Preparation of bid documents and technical schedules	Civil Works Contract Agreement and Schedules
6	(i) LA II (ii) Project Clearances	*Land acquisition process, obtaining final utilities estimates and required clearances*	JMS and *3D Report, Final Project Clearances and Utilities Report*
7	LA III- Award Determination	Land acquisition award determination	*3G Report*
8	LA IV- Possession	*Obtaining possession of land*	*Land Possession Report*

Preliminary design work should commence without waiting for feasibility study to be completed. Stage 3, 5 and 6 shall run in parallel with Stage 2 and 4

For stages 7 and 8 consultant will be required to submit a report at the completion of 90% of the activities for that stage. In addition, an updated report will need to be submitted at the completion of all land acquisition activities covering receipt of 100% of the land possession certificates for the land parcels pertaining to the project road.

9.3 Timelines for the submission of reports and documents

Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in para 10 pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

10 REPORTS AND DOCUMENTS TO BE SUBMITTED BY THE CONSULTANT TO NHIDCL

1. The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure-III. Further, the reports shall also be submitted in floppy diskettes / CD's in addition to the hardcopies as mentioned in Enclosure-III. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.
2. The time schedule for various submissions prescribed at Sl. No.1 above shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at Sl.No.1 above are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in construction package (Section) simultaneously. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, remuneration rate etc. The Consultant is also advised to start necessary survey works from the beginning so as to gain time in respect of various other activities in that stage.

3. **DPR Deliverables in each stage of project**

a) The key stages, activities and deliverables for the detailed project report are as described in these documents
b) The following section describes the detailed requirements for each report that needs to be submitted
c) Consultants are also advised to refer to Enclosure IV: Formats for submission of Reports and Documents to understand any additional format and content requirements
d) All reports must be submitted along with the relevant checklist form completed and signed off by the consultant

STAGE 1

10.1 Quality Assurance Plan (QAP) Document

1. Immediately upon the award, the Consultants shall submit four copies of the QAP document covering all aspects of field studies, investigations design and economic financial analysis. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges &structures, environment and R&R assessment, economic & financial analysis, drawings and documentation; preparation, checking, approval and filing of calculations, identification and traceability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personnel who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The field and design activities shall start after the QAP is approved by NHIDCL.

2. Data formats for report and investigation result submission

i. Required data formats for some reports, investigations and documents are discussed in Enclosure IV: Formats for submission of Reports and Documents.
ii. Ii The consultants will need to propose data formats for use in all other field studies and investigations not covered in enclosure IV.
iii. Iii The proposed data forms will need to be submitted for the approval of NHIDCL after the commencement of services.

10.2 Inception Report (IR)

1. The report shall cover the following major aspects:
   - *i.* Project appreciation;
   - *ii.* Detailed methodology to meet the requirements of the TOR finalized in consultation with the NHIDCL officers; including scheduling of various sub activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information;
   - *iii.* Task Assignment and Manning Schedule;
   - *iv.* Work programme;
   - *v.* Proforma for data collection;
   - *vi.* Design standards and proposed cross-sections;
   - *vii.* Key plan and Linear Plan;

viii. Development plans being implemented and/or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the study;

ix. Quality Assurance Plan (QAP) finalized in consultation with NHIDCL;

x. Draft design standards; and

2. The requirements, if any, for the construction of bypasses should be identified on the basis of data derived from reconnaissance and traffic studies available. The available alignment options should be worked out on the basis of available maps. The most appropriate alignment option for bypasses should be identified on the basis of site conditions and techno-economic considerations. Inception Report should include the details regarding these aspects concerning the construction of bypasses for approval by NHIDCL.

i. Bypasses should be identified on the basis of data derived from reconnaissance and initial traffic information/traffic studies

ii. The available alignment options should be worked out on the basis of available topographic maps, publicly available mapping services or remote sensing based topography and land use maps

iii. The most appropriate alignment option for bypasses should be identified on the basis of site conditions and techno-economic considerations

STAGE 2: Feasibility Report

10.3 Alignment options report

1. Basis review of the existing project road, local traffic patterns and initial reconnaissance surveys, the consultant shall present possible alignment alternatives for the project road
2. Alignment options should include but not be limited to:
   - *i.* Greenfield sections of the road
   - *ii.* New alignments due to lack of RoW, opportunity to shorten road etc.
   - *iii.* New/Re-alignment to cater to local traffic and o-d points
   - *iv.* Re-alignment due to changes in local network and/or surrounding road network
   - *v.* Bypasses as suggested and approved in alignment report
   - *vi.* Re-alignment due to need to improve road geometry
   - *vii.* Provision of ROBs, flyovers and other structures
3. The alignment report shall contain:
   - *i.* Drivers for re-alignment of road and re-alignment needed as discussed in para 2 above
   - *ii.* Alignment alternatives for each section where re-alignment of road is needed
   - *iii.* Analysis of alignment alternatives bringing out the pros and cons of each alternative including, but not limited to: new construction required, land acquisition requirements, environmental impact, utilities and structures affected, cost of construction, road geometry and road safety aspects, input from local consultation, NHIDCL views
   - *iv.* Recommendations from among the alignment options presented for the authority to consider
   - **ii.** a. Consultant will enable authority to visualize and compare alignment options by providing alignment options in a GIS environment that should include, but not be limited to:

i. Road alignment alternative centerlines
ii. Digital elevation model of the region
iii. Land use / land cover information
iv. Hydrology information
v. Surrounding road network including key NH, SH, MDR and ODRs
vi. Key O/D points and urban settlements
vii. High resolution satellite/airborne imagery of the region

10.4 Feasibility Report

1. The consultant shall commence the Feasibility Study of the project in accordance with the accepted IR and the report shall contain the following:
   i. Executive summary
   ii. Overview of NHIDCL organization and activities, and project financing and cost recovery mechanisms
   iii. Project description including possible alternative alignments/bypasses and technical/engineering alternatives
   iv. Methodology adopted for the feasibility study
   v. Socioeconomic profile of the project areas
   vi. Indicative design standards, methodologies and specifications
   vii. Traffic surveys and analysis (limited)
   viii. Environmental screening and preliminary environmental assessment
   ix. Initial social assessment and preliminary land acquisition/resettlement plan
   x. Cost estimates based on preliminary rate analysis and bill of quantities,
   xi. Cost analysis of all alternate identified alignments
   xii. Economic and financial analysis
   xiii. Conclusions and recommendations
2. In view of para 1 above the consultant has to submit the following documents in six sets:
   i. **Technical Specifications:** The MORT&H's Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume-IV: Technical Specifications shall contain the special technical specifications which are not covered by MORT&H Specifications for Roads and Bridges (latest edition / revision)and also specific quality control norms for the construction of works.
   ii. **Rate Analysis:** This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rates will be included in this volume.
   iii. **Cost Estimates:** This volume will present the each item of work as well as a summary of total cost.
   iv. **Bill of Quantities:** This volume shall contain the detailed Bill of Quantities for all items of works
3. The basic data obtained from the field studies and investigations shall be submitted in a separate volume as an Appendix to Feasibility Report.
4. The Final Feasibility Study Report incorporating comments, revisions and modifications suggested by NHIDCL shall be submitted within 15 days of receipt of comments from NHIDCL on draft feasibility study report.

STAGE 3:

10.5 Strip Plan and Clearances

1. The Consultants shall submit the following documents:
   - *i.* Details of the center line of the proposed widened NH along with the existing and proposed right-of-way limits to appreciate the requirements of land acquisition;
   - *ii.* The information concerning the area including ownership of land to be acquired for the implementation of the project shall be collected from the revenue and other concerned authorities and presented along with the strip plans;
   - *iii.* Strip plans showing the position of existing utilities and services indicating clearly the position of their relocation;
   - *iv.* Details for various clearances such as environment and forest clearances;
   - *v.* Separate strip plan showing shifting / relocation of each utility services in consultation with the concerned local authorities;
   - *vi.* The utility relocation plans should clearly show existing right-of-way and pertinent topographic details including buildings, major trees, fences and other installations such as water-mains, telephone, telegraph and electricity poles, and suggest relocation of the services along with their crossings the highway at designated locations as required and prepare necessary details for submission to the Service Departments;
   - *vii.* Detail schedules for acquisition of additional land and additional properties in consultation with the revenue authorities; and
   - *viii.* Land Acquisition Plan shall be prepared after digitization of cadastral / land revenue maps. The digitized map shall exactly match the original map, like a contact print, since the dimensions and area of plots, or the whole village is to be extracted from the map itself. An accuracy of 1mm or higher in a 1:1000 scale map shall be ensured, as this translates into an accuracy of 1 m or higher on ground.
2. The strip plans and land acquisition plan shall be prepared on the basis of data from reconnaissance and detailed topographic surveys.
3. The Report accompanying the strip plans should cover the essential aspects as given under:
   - *i.* Kilometre-wise Land Acquisition Plan (LAP) and schedule of ownership thereof and Costs as per Revenue Authorities and also based on realistic rates.
   - *ii.* Details of properties, such as buildings and structures falling within the right-of way and costs of acquisition based on realistic rates.
   - *iii.* Kilometre-wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per concerned authorities.
   - *iv.* Kilometre-wise account in regard to felling of trees of different type and girth and value estimate of such trees based on realistic rates obtainable from concerned District forest office.
4. The strip plans shall clearly indicate the scheme for widening. The views and suggestions of the concerned State PWDs should be duly taken into account while working out the widening scheme (left, right or symmetrical). The widening scheme shall be finalized in consultation with NHIDCL.
5. Kilometre-wise Strip Plans for section (Package) shall be prepared separately for each concerned agency and suggested by NHIDCL.

10.6 Land Acquisition Report

1. Consultant shall submit a detailed land acquisition plan that provides details on kilometre-wise land acquisition requirements, all required details and draft notifications made.
2. The Land acquisition plan and report shall be prepared and submitted for each section (package). Details shall also be submitted in land acquisition proforma to be supplied by NHIDCL, in both Hind and English languages.
3. The Land Acquisition Plan shall be prepared after digitization of cadastral/land revenue maps as per clause 5.1.2 Digitization of cadastral maps of this TOR
   i. Land parcels identification should be verified by superimposing the proposed road corridor RoW on the geo-located cadastral map to ensure all affected land parcels have been accounted for and land area to be acquired is accurately determined
4. The land acquisition plan shall present details concerning the land area to be acquired in conjunction with the strip plan:
   vii. Kilometer-wise existing and proposed RoW on either side of the proposed centreline
   viii. Detail schedules of additional land to be acquired, land ownership and other required details as per revenue records
   ix. Details of properties, such as buildings and structures falling within the right-of way
   x. Costs of acquisition as per revenue authorities and also based on realistic market derived rates
   xi. Detail schedules for acquisition of additional land and additional properties in consultation with the revenue authorities;
5. The land acquisition plan shall report the progress of the land acquisition process under the NH Land Acquisition act
   i. All required details on land parcels to be acquired
   ii. Copies draft 3a and 3A notifications and approvals from NHIDCL
   iii. Copies of published notifications, communication with CALAs and current status land acquisition process
   iv. Village, district and CALA wise summary of land to be acquired, current status of process and notifications published
6. The land acquisition report should be prepared in consultation with affected persons, non-governmental organizations and concerned government agencies and should cover land acquisition and resettlement plan and estimated costs of resettlement and rehabilitation of affected persons.

10.7 Utility relocation plan

1. The consultant shall prepare a kilometre-wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per estimates from concerned authorities
2. The utility relocation shall contain details regarding:
   i. All utilities identified in the existing and proposed road RoW such as water-mains, telephone, telegraph and electricity poles
   ii. Those utilities that will require shifting to enable construction of the project road
   iii. All necessary details required for submission of utilities shifting proposals to the concerned user agencies
   iv. Copies of utilities shifting proposals made to the concerned user agencies along with suggested relocation of services along with their crossings across the project road at designated locations as required

v. Details of consultations made with local people and user agencies
vi. Preliminary scheme for shifting and cost estimates for shifting as per the concerned authorities
vii. Separate strip plan showing shifting/relocation of each utility services prepared in consultation with the concerned local authorities
viii. Draft map and plans showing road centerline, existing right of way, proposed right of way, pertinent topographic details and existing and proposed location of utilities

10.8 Clearances Report

1. The consultant shall prepare a report regarding all other clearances required to enable the construction of the project road such as environment, forest, tree cutting and railways clearances
2. The clearances report shall include kilometre-wise requirement of all clearances required presented along with the strip plan including, but not limited to:
    i. Requirements for environmental clearances along the project corridor
    ii. Requirements for forest clearances including type of forest affected, extent of land area needing diversion
    iii. Account of required felling of trees of different type and girth and value estimate of such trees based on realistic rates obtainable from concerned District forest office
    iv. Plan of compensating afforestation, its land requirement with specific locations and cost involved for undertaking all activities in this regard.
    v. ROB/RUBs along the project corridor to be constructed, widened or modified in any form requiring clearances from the railways
3. The clearances report shall also include:
    i. Details of proposals made to concerned agencies and departments
    ii. Date of submission of clearances proposals, Environmental impact assessment report to the competent authority
    iii. Copies of all actual clearance proposals made or drafts of proposals yet to be submitted
    iv. Information regarding points of contact, current status of proposals made, key issues raised and clear next steps to obtaining clearances

STAGE: 4

10.9 Draft Detailed Project Report (DPR)

1. The draft DPR Submission shall consist of construction package-wise Main Report, Design Report, Materials Report, Engineering Report, Drainage Design Report, Economic and Financial Analysis Report, Environmental Assessment Report including Resettlement Action Plan (RAP), Package-wise bid Documents and Drawings.
2. The Report volumes shall be submitted as tabulated in para 10 above.
3. The Documents and Drawings shall be submitted for the Package and shall be in the following format:

Reports

i. **Volume-I, Main Report:** This report will present the project background, social analysis of the project, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, traffic studies and demand forecasts designs, cost estimation, environmental aspects, economic and commercial analyses and conclusions. The report shall include Executive Summary giving

brief accounts of the findings of the study and recommendations. A sample executive summary has been enclosed in Appendix VIII.

The Report shall also include maps, charts and diagrams showing locations and details of existing features and the essential features of improvement and upgrading. The Environmental Impact Assessment (EIA) Report for contract package shall be submitted as a part of the main report.

The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted in a separate volume as an Appendix to Main Report.

ii. **Volume - II, Design Report:** This volume shall contain design calculations, supported by computer printout of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the study. The design report will be in two parts. Part-I shall primarily deal with the design of road features and pavement composition while Part-II shall deal with the design of bridges, tunnels and cross-drainage structures. The sub-soil exploration report including the complete details of boring done, analyses and interpretation of data and the selection of design parametres shall be included as an Appendix to the Design Report.

The detailed design for all features should be carried out as per the requirements of the Design Standards for the project. However, there may be situations wherein it has not been possible to strictly adhere to the design standards due to the existing site conditions, restrictions and other considerations. The report should clearly bring out the details of these aspect and the standards adopted.

iii. **Volume - III, Materials Report:** The Materials Report shall contain details concerning the proposed borrow areas and quarries for construction materials and possible sources of water for construction purposes. The report shall include details on locations of borrow areas and quarries shown on maps and charts and also the estimated quantities with mass haul diagram including possible end use with leads involved, the details of sampling and testing carried out and results in the form of important index values with possible end use thereof.

The materials Report shall also include details of sampling, testing and test results obtained in respect physical properties of subgrade soils. The information shall be presented in tabular as well as in graphical representations and schematic diagrams. The Report shall present soil profiles along the alignment.

The material Report should also clearly indicate the locations of areas with problematic soils. Recommendations concerning the improvement of such soils for use in the proposed construction works, such as stabilization (cement, lime, mechanical) should be included in the Report.

iv. **Volume - IV, Environmental Assessment Report including Environmental Management Plan (EMP) & Resettlement Action Plan (RAP):** The Report shall be prepared conforming to the Guidelines of the Government of India, State Government and World Bank / ADB as appropriate for construction package.

v. **Volume-V, Technical Specifications:** The MORT&H's Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume IV: Technical Specifications shall contain the special technical specifications which are not covered by MOST Specifications for Roads and Bridges (latest edition / revision) and also

specific quality control norms for the construction of works.

vi. **Volume - VI, Rate Analysis:** This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges as considered in arriving at unit rates will be included in this volume.

vii. **Volume - VII, Cost Estimates:** This volume will present the contract package wise cost of each item of work as well as a summary of total cost.

viii. **viii. Volume - VIII, Bill of Quantities:** This volume shall contain the package-wise detailed Bill of Quantities for all items of works.

ix. **Volume - IX, Drawing Volume:** All drawings forming part of this volume shall be 'good for construction' drawings. All plan and profile drawings will be prepared in scale 1:250V and 1:2500H scale to cover one km in one sheet.

In addition this volume will contain 'good for construction' drawings for the following:

- Horizontal Alignment and Longitudinal Profile.
- Cross-section @ 50m interval along the alignment within ROW
- Typical Cross-Sections with details of pavement structure.
- Detailed Working Drawings for individual Culverts and Cross Drainage Structures.
- Detailed Working Drawings for individual Bridges, tunnels and Structures.
- Detailed Drawings for Improvement of At-Grade and Grade-Separated
- Intersections and Interchanges.
- Drawings for Road Sign, Markings, Toll Plazas, and other Facilities.
- Schematic Diagrams (linear chart) indicating but be not limited to be following:
    - Widening scheme;
    - Locations of median openings, intersections, interchanges, underpasses, overpasses, bypasses;
    - Locations of service roads;
    - Location of traffic signals, traffic signs, road markings, safety features; and,
    - Locations of toll plaza, parking areas, weighing stations, bus bays, rest areas, if any.
- Drawings for toll plaza, Bus Bays, Parking areas, Rest areas, weighing stations etc. All drawings will be prepared in A2 size sheets. The format for plan, cross section and profile drawings shall be finalized in consultation with the concerned NHIDCL officers. The drawings shall also include details of all BM and reference pillars, HIP and VIP. The co-ordinates of all points should be referenced to a common datum, preferably GTS referencing system. The drawings shall also include the locations of all traffic safety features including traffic signals, signs, markings, crash barriers, delineators and rest areas, busbays, parking areas etc.
- The typical cross-section drawings should indicate the scheme for future widening of the carriageway. The proposed cross-sections of road segment passing through urban areas should indicate the provisions for pedestrian movements and suitable measures for surface and sub-surface drainage and lighting, as required.
- Digital drawings of proposed highway and features

a) The consultant shall deliver the final road alignment geometry, proposed road way model and all proposed structures in a 3D engineered model with all the required features as proposed in Enclosure IV

b) The consultant shall also provide digital versions of all drawings stated in para 1 above in the format proposed in Enclosure IV

4. The draft Detailed Project report of specialized projects will be scrutinized by the Peer Review consultant appointed by NHIDCL. The peer Review Consultant will be retired professional in the field, drawn from the various Central/State Highway/Road Work departments having adequate knowledge in the field. One professional will be earmarked from the standing panel of Peer Review consultant approved by NHIDCL for each DPR. The Peer Review consultant will scrutinize the draft DPR within 15 days of submission and the observations will be complied with and incorporated in the final DPR.

10.10 Final Detailed Project Report, Documents and Drawings (6 Sets)

1. The Final package-wise DPR consisting of Main Report, Design Report, Drainage Design Report and Materials Report, incorporating all revisions deemed relevant following receipt of the comments from NHIDCL on the draft DPR shall be submitted as per the schedule given in Enclosure-III.

STAGE: 5

10.11 Bid documents and Technical Schedules

1. Bid documents

a) The consultant shall prepare bid documents for EPC, PPP or other modes of contracting as suggested by NHIDCL

b) Individual bid documents will be submitted for each mode suggested and for each individual package or section identified for execution

c) Consultant shall assemble and provide all supporting documents from the DPR assignment that will be required for the bid, in the format required by the contracting SOP in force at the time of bidding or as maybe required by the authority

2. Technical Schedules

a) The consultant shall submit a Draft Contract/Concession Agreement derived from the Master Contract/Concession Agreement maintained by the authority with all required modifications and inclusions made with reference to the

b) The agreement submitted shall contain all required technical schedules updated with the pertinent project details and data required

c) Draft agreement and schedules shall be finalized in consultation with the authority and submitted for further processing and use with the contractor/concessionaire awarded the bid packages

STAGE: 6

10.12 LA & Clearances II Report

Land acquisition report II

1. The consultant shall prepare and submit a second report on Land Acquisition providing details of further land acquisition activity, relevant documentation and notifications until 3D and report the outcomes of the joint measurement survey

2. The land acquisition report shall contain:
    i. Current status of land acquisition at a village, district and CALA level
    ii. Dates and details of all land acquisition related notifications published, proceedings/hearings held and objections raised
    iii. Draft, final (as declared by CALA where applicable) and published 3a, 3A and 3D notifications
    iv. Date of joint measurement survey by village, key proceedings and outcomes
    v. Detailed schedule of information regarding land to be acquired with information on land area, land type, nature of land use, ownership status, and area to be acquired by survey number and list of structures by plot
    vi. The report shall also contain updated sketches of alignment, updated land parcels to be acquired
    vii. All relevant information in this report shall be verified by the consultant with the land revenue department, and CALA office

Clearances Report II

1. The consultant shall obtain all the necessary project related clearances such as environment, forest and wildlife clearance from MOEF, Railways in respect of ROB/ RUBs, Irrigation Deptt and any other concerned agencies by the end of this stage
2. The final approvals shall be obtained and submitted to NHIDCL so that project implementation can begin straight away
3. The accompanying report on clearances shall include:
    i. An updated list of all clearances required, current status, expected completion date in case the clearance is pending, key issues and suggested next steps
    ii. Details of all public hearings, consultations and meetings conducted in the process of obtaining the required clearances
    iii. Date/details of proposals submitted and estimated date for issue of clearances
    iv. Date and details of all joint measurement and site inspection surveys completed
    v. Date of final approval of clearances if any
    vi. Copies of all clearances obtained

Utilities Report II

1. Consultant shall obtain final utility clearances from the relevant user agencies to enable shifting of the utilities from project road
2. A report shall be submitted on the final completion status and costs of utilities shifting along with other final clearances and land acquisition II report
3. The final utilities clearances report shall contain a summary view of utilities shifting: type and extent of utility, length of road affected, chainage, user agency, point of contact and approver at agency, date of approval at agency and NHIDCL, shifting estimate, agency/super vision fees, executing agency – user agency or NHIDCL
4. In addition, for each utility to be shifted, the report shall contain:
    i. Copies of actual approvals granted at user agency and NHIDCL
    ii. Cost estimates and shifting plans approved, demand note from agency
    iii. Approved utilities shifting proposal including strip plan showing scheme of shifting
    iv. Map and design/engineering drawings of existing utility and shifting to be executed

v. Details of approved contractors, schedule of rates for state and bank account/deposit details for agency

vi. Finance pro-forma, utilities checklist, no upgradation certificate and other documentation as maybe required by NHIDCL at the time of approval

Stage 7: Award Determination

10.13 Submission of Award Determination Report

a) Consultant shall submit a report on status of award upon approval by NHIDCL of award declared for 90% of area as per LA plan or as per the timeline as given in Enclosure III, whichever is earlier

b) The Consultant shall also submit an updated report containing all required details upon approval of award by NHIDCL of 100% of land required to be acquired

c) The Land award report shall contain details of:

i. Summary of compensation award status by village including:
   1. total private and public land being acquired for the project (sq. m) - by village
   2. date of 3A& 3D, final award by CALA, approval by NHIDCL by village
   3. variation of land area and nature of land use against that notified in 3D with reasons
   4. Total award declared by village, claims made by beneficiaries and status of disbursement

ii. In detail for each village:
   a. Updated land acquisition tracker containing parcel-wise status of each notification, award and disbursement
   b. Method used by CALA for arrival on market value
   c. Valuation report and details of Award calculation
   d. Claims report (received under sub-section 3 of 3G)
   e. Copies of notifications published, certificates received
   f. Deviations in area according to CALA from provisions under sec. 26-30

iii. Key issues being faced in completing land acquisition and tentative timeline for completion

iv. A GIS map containing digitized details of land parcels shall be updated with all relevant land possession details and supplied in the agreed digital format

Stage 8: Land Possession

10.14 Submission of land possession report

a) The consultant shall submit a report on status of land possession upon receiving land possession certificates for 90% of area as per LA plan or as per the timeline as given in Enclosure III, whichever is earlier

b) The Consultant shall also submit an updated report containing all required details upon completion of 100% of land possession certificates

c) The land possession report shall contain

i. Summary of land possession status by village including:

- total private and public land being acquired for the project (sq. m) - by village
- date of final award by CALA, approval by NHIDCL, notification (3E) to owners and receipt of land possession certificates from CALA by village
- Status of disbursement on the date of receipt of land possession certificate

ii. Key issues being faced in completing land acquisition and tentative timeline for completion

iii. Land possession certificates as received from CALA by village

iv. Updated land acquisition tracker containing parcel-wise status of each notification and disbursement status

v. A GIS map containing digitized details of land parcels shall be updated with all relevant land possession details and supplied in the agreed digital format

11 INTERACTION WITH NHIDCL

1. During entire period of services, the Consultant shall interact continuously with NHIDCL and provide any clarification as regards methods being followed and carryout modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL and prior intimation shall be given to NHIDCL regarding start of key activities such as boring, survey etc. so that inspections of NHIDCL officials could be arranged in time.
2. The NHIDCL officers and other Government officers may visit the site at any time, individually or collectively to acquaint/ supervise the field investigation and survey works. NHIDCL may also appoint a Proof Consultant to supervise the work of the DPR consultant including inter-alia field investigation, survey work, Design work and preconstruction activities
3. The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer at his Head Quarter so that progress could be monitored by the NHIDCL. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the consultant at site office or in Delhi are foreseen during the currency of project preparation.
4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

12 PAYMENT SCHEDULE

1. The Consultant will be paid consultancy fee as a percentage of the contract values as per the schedule given in the Draft Contract Agreement.

13 DATA AND SOFTWARE

a) Consultants shall also deliver to NHIDCL all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings in a digital format as described in Enclosure IV over the course of this assignment and at the submission of the final report in the form of a removable storage device (CD or USB pen drive) and hosted in a secure online file hosting platform

b) If required by NHIDCL the consultant shall arrange at their own cost necessary software for viewing and measurement of imagery/ point cloud data.

i. **Engineering Investigations and Traffic Studies:** Road Inventory Condition, Roughness, Test Pit (Pavement composition), Falling Weight Deflectometer (FWD) Material Investigation including test results for subgrade soils, Traffic Studies(traffic surveys), axle load surveys, Sub-soil Exploration, Drainage Inventory, Inventory data for bridge and culverts indicating rehabilitation, new construction requirement etc. in MS EXCEL or any other format which could be imported to widely used utility packages.

ii. **Topographic Surveys and Drawings:** All topographic data would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard highway design software. The drawing files would be submitted in dxf or dwg format.

iii. **Rate Analysis:** The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.

iv. **Economic and Financial Analysis: Deleted.**

2. **Software**: The Consultant shall also hand-over to NHIDCL floppies/CD's containing any general software including the financial model which has been specifically developed for the project.

3. The CD's should be properly indexed and a catalogue giving contents of all floppies/CD's and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to NHIDCL at the time of submission of the Final Report.

4. Consultant shall include editable soft copies of the final versions of all documents, including but not limited to the strip plan, plan & profile drawings, cross sections of right of way and details of structures as well as any cost workings

SUPPLEMENT I

ADDITIONAL POINTS TO BE CONSIDERED FOR HILL ROADS IN ADDITION TO POINTS COVERED IN MAIN TOR

Sr. No.	Clause No. of TOR	Additional points
1.	2.2	a) Provisions of tunnels if required.
2.	2.3	a) Design of tunnels, if required b) Design of protective works, slope stabilization measures, erosion control measures, land slide control/protection measures snow drift control/snow clearance measures, avalanche protection measures, if required
3.	3	Feasibility study and preparation of detailed project report for hill roads shall be done in accordance with best international practices and wherever practicable/feasible steep gradients and hair pin bends may be avoided by realignments by provision of structures and provision of tunnels if required
4.	4.1	a) Inventory and condition survey for tunnels, if required. b) Identification of faults in rock strata and impact of faults in design of tunnels, if required c) Detailed design of road considering and incorporating specific aspects related to hill region like terrain, topographic conditions, extreme weather conditions, altitude effects etc. d) Design of protective works, slope stabilization measures, erosion control measures, land slide control/protection measures, snow drift control/snow clearance measures, avalanche protection measures, if required e) Design of scenic overlooks/watering points etc.
5.	4.5 (1)	All activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of MORT&H and relevant publications of the Indian Roads Congress (IRC)/Bureau of Indian Standards (BIS) for hill roads. For aspects not covered by IRC and BIS, international standard practices, such as, British and American Standards may be adopted.
6.	4.7	Review of data and documents pertaining to a) Terrain and soil condition b) Condition of tunnels, if required. c) Sub-surface and geo-technical data for existing tunnels, if required. d) Drawing and details of existing tunnels, if required. e) Existing protective works, erosion control and land slide control/protection works, slope stabilization measures, snow drift control measures, avalanche protection measures f) Existing land slide and snow clearance facilities g) Geological details of rock strata in the area in case of tunnels
7.	4.11.1(1)	The Consultant should make an in depth study of available geological and Meteorological maps of the area.
8.	4.11.1(2)	The primary tasks to be accomplished during the reconnaissance survey shall also include: a) details of terrain (steep or mountainous), cliffs and gorges, general elevation of the road including maximum heights negotiated by main ascents and descents, total number of ascents and descents, hair pin bends, vegetation etc. b) Climatic conditions i.e. temperature, rainfall data, snowfall data, fog conditions, unusual weather conditions etc.

Sr. No.	Clause No. of TOR	Additional points
		c) Realignment requirements including provision of tunnels, if required. d) Inventory of tunnels and geologically sensitive areas like slip prone areas, areas subject to landslides, rock fall, snow drifts, erosion, avalanche activity etc.
9.	4.11.2.1 (3.ii)	Cross sections shall be taken at every 25 m. in case of hill roads and at points of appreciable changes in soil conditions. While taking cross sections, soil conditions shall also be recorded.
10.	4.11.3.1 (1)	The inventory data shall also include: a) General elevation of road indicating maximum & minimum heights negotiated by main ascents & descents and total no. of ascents & descents. b) Details of road gradients, lengths of gentle & steep slopes, lengths & location of stretches in unstable areas, areas with cliffs, areas with loose rocks, land slide prone areas, snow drift prone areas, no. & location of hairpin bends etc. c) Details of tunnels d) Details & types of protective structures, erosion & land slide control/protection measures, snow drift control measures, avalanche protection/control measures etc.
11.	4.11.3.2 (2)	Pavement: a) Location of crust failures along with their causes b) Conditions of camber/cross falls/super elevations etc., whether affected by subsidence Embankment: Extent of slope erosion on hill and valley side
12.	--	Condition Surveys & Investigation for Slope Stabilization, Erosion Control, Landslide Correction/Protection & Avalanche Protection Measures: a) Inventory & Condition Surveys of Existing Protective/Control Measures: The consultant shall make an inventory of all the structures related to Slope Stabilization, Erosion Control, Landslide Control/protection, Avalanche Protection etc. This shall include details of effectiveness of control measures already done and condition of protective/control structures. b) Landslide Investigation This shall be carried out to identify landslide prone areas, to suggest preventive Measures or alternate routes that are less susceptible to landslide hazard. Further in existing slide areas this shall help to identify factors responsible for instability and to determine appropriate control measures needed to prevent or minimize recurring of instability problems. Initial preliminary studies shall be carried out using available contour maps, topographical maps, geological/geo-morphological maps, aerial photographs etc. for general understanding of existing slide area and to identify potential slide areas. This shall be followed further investigations like geological/geotechnical/hydrological investigation to determine specific site conditions prevailing in the slide area as per relevant IRC specifications/publications, MORT&H circulars and relevant recommendations of the international standards for hill roads. The result of the investigations shall provide basis for engineering analysis and the design of protection/remedial Measures.
13.	4.11.4.4	a) For tunnels if required, geotechnical and subsurface investigation shall be done as per IRC:SP:91. b) Geotechnical and subsurface investigation and testing for tunnels shall be carried out through the geotechnical Consultants who have the experience of geotechnical and subsurface investigation in similar project.
14.	4.12.1 (1)	The Consultant shall also carry out detailed designs and prepare working designs for the following: a) cross sections at every 25 m intervals

Sr. No.	Clause No. of TOR	Additional points
		b) Slope stabilization and erosion control measures c) Design of protection/control structures in areas subject to subsidence, landslides, rock fall, rock slide, snow drifts, icing, scour, avalanche activity etc. d) Design of protective structures in slip prone and unstable areas e) Design of scenic overlooks, watering points etc. f) Safety features specific to hill roads
15.	4.12.2 (1)	The Consultant shall evolve Design Standards and material specifications for the Study primarily based on IRC publications, MORT&H Circulars and relevant recommendations of the international standards for hill roads for approval by NHIDCL.
	4.12.2 (2)	The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, tunnels if required, traffic safety and materials.
16.	4.12.3	Wherever practicable/feasible hairpin bends and steep gradients shall be avoided by realignments, provision of structures or any other suitable provisions.
17.	4.12.4	While designing pavement for hill roads specific aspects relevant to hill regions like terrain & topographic conditions, weather conditions, altitude effects etc. shall be duly considered and suitably incorporated in design so that pavement is able to perform well for the design traffic and service life. Effects of factors like heavy rainfall, frost action, intensive snow and avalanche activity, thermal stresses due to temperature difference in day and night, damage by tracked vehicles during snow clearance operations etc. must also be considered along with traffic intensity, its growth, axle loads and design life.
18.	4.12.5(3)	The design of embankments should include the requirements for protection works and traffic safety features including features specific to hill roads.
19.	4.12.6	Design and Drawing of Tunnels: The Consultant shall prepare design and drawings for tunnels, if required as per the results of feasibility study, as per the relevant specifications of IRC:SP:91/MORT&H and other international specifications.
20.	4.12.7	a) Topography of hills generates numerous water courses and this coupled with continuous gradients of roads in hills and high intensity of rainfall calls for effective drainage of roads. The drainage system shall be designed to ensure that the water flowing towards the road surface may be diverted and guided to follow a definite path by suitable provision of road side drains, catch water drains, interceptors etc. and flow on valley side is controlled so that stability is not affected. b) Further, adequate provision shall be made for sub-surface/subgrade drainage to take care of seepage through the adjacent hill face of the road & underground water flows.
21.	4.12.8	The Consultant shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. including any feature specific to hill roads. The locations of these features shall be given in the reports and also shown in the drawings.
22.	4.12.11	The Consultant shall make suitable designs and layout for miscellaneous works including rest areas, bus bays, vehicle parking areas, telecommunication facilities, scenic overlooks, watering points etc. wherever appropriate.
23.	10.9.3	Volume II: Design Report : a) Inventory of protection measures and other structures b) Inventory of tunnels, if required. b) Proposed preliminary designs for tunnels, if required. Volume III: Drawings a) Drawings for protection/control measures and other structures b) Drawings for tunnels, if required.

Sr. No.	Clause No. of TOR	Additional points
24.	10.9.3	Volume II: Design Report (Part II) Part II of Design Report shall also deal with design of tunnels, if required and design of other protection/control structures. Volume IX: Drawing Volume This shall also include : a) Detailed working drawings for tunnels, if required. b) Detailed working drawings for protection/control structures

SUPPLEMENT II

ADDITIONAL REQUIREMENTS FOR BRIDGES

Sr. No	Clause No. of TOR	Additional points
1	4.1	For standalone bridge projects the scope of work shall include detailed design of approach road extending at least up to 2 km on either side of the bridge
	4.11.4.2(6)	Model Studies for Bridges Objective Physical/ Mathematical Model study for detailed Hydraulic / Hydrologic investigations regarding the proposed bridge for hydraulic design of the bridge and assessment and hydraulic design of required river training works. **2.** Methodology Physical/Mathematical Model study shall be carried out at a reputed/recognized institution. The consultant will be responsible for identifying the institution, supplying Information /Documents /Data required for modal studies as indicated in para 4 below and coordinating the model study with the institution concerned **3.** Scope of Work 3.1 Physical Model study Physical modeling with appropriate model scale for Hydraulic and Hydrologic Investigations to: Finalize span arrangement causing uniformity in flow distribution, and work out the alignment and orientation of river training works and bridge axis. Provide information on estimated/observed maximum depth of scour. Provide information on required river training works for proposed bridge Provide hydraulic design for the bridge and the required river training works. Quantify the general direction of river course through bridge, afflux, extent and magnitude of flood, effect of backwater, if any, aggradation/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change in flow levels, bed levels etc. shall be studied and considered in Hydraulic design of proposed bridge. The details of any planned work in the immediate future that may affect the river hydraulics shall be studied and considered design of proposed bridge. The details of any planned work in the immediate future that may affect the river hydraulics shall be studied and considered. 3.2 Mathematical Model study Mathematical modeling for detailed Hydraulic / Hydrologic investigations regarding the proposed new bridge to: **i.** Finalize the site/location of the proposed new bridge based on mathematical modeling. **ii.** Provide information on estimated/observed maximum depth of scour. **iii.** Provide information on required river training works for proposed bridge **iv.** Provide hydraulic design for the bridge and the required river training works. **v.** Quantify the general direction of river course through bridge, afflux, extent and magnitude of flood, effect of backwater, if any, aggradation/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change in flow levels, bed levels etc. shall be studied and considered in Hydraulic design of proposed bridge. The details of any planned work in the immediate future that may affect the river hydraulics shall be studied and considered. **4.** Information/Documents/Data required for Physical /Mathematical Model study

Sr. No	Clause No. of TOR	Additional points
		i. Plan layouts showing the locations of the proposed bridge as well as the existing bridges /barrages etc., in the vicinity of the proposed bridge with the chainages with respect to a standard reference marked on it. **ii.** High flood discharges and corresponding flood levels at the locations of the existing bridges in the vicinity of the proposed bridge. **iii.** General arrangement drawing (GAD) of the existing bridges showing number of spans, pier and well dimensions, founding levels, maximum scour level, the design discharge and the HFL, guide bund details. On this, the plan form of the river course with the bridge alignment may also be shown as far as possible. **iv.** General arrangement drawing (GAD) of the proposed new bridge showing number of spans, pier and foundation dimensions. On this, the plan form of the river course with the bridge alignment may also be shown as for as possible. **v.** River cross sections at 500m longitudinal spacing (maximum) up to a distance of 2 times the bridge total length on the upstream side and up to a distance equal to the bridge total length on the downstream with right bank and left bank clearly marked on it. At least one cross section to be provided at the location of the proposed bridge. At each cross section, the bed levels to be taken at a maximum lateral distance of 8 m in flow section and at 25 m in non-flow section respectively. The abrupt variations in the bed levels to be captured by taking measurements at closer locations both in longitudinal as well as lateral directions. **vi.** The cross sections, as for as possible, from high bank to high bank. **vii.** The longitudinal profile of the river along the length of the proposed alignment. **viii.** Size distribution of the river bed material and the bore log data at different locations at the site of the proposed bridge. **ix.** The series of annual peak flood of the river for at least 15 years period

SUPPLEMENT-III

ADDITIONAL REQUIREMENT FOR SAFETY AUDIT

The use of checklists is highly recommended as they provide a useful "aide memoire" for the audit team to check that no important safety aspects are being overlooked. They also give to the project manager and the design engineer a sense of understanding of the place of safety audit in the design process. The following lists have been drawn up based on the experience of undertaking systematic safety audit procedures overseas. This experience indicates that extensive lists of technical details has encouraged their use as "tick" sheets without sufficient thought being given to the processes behind the actions. Accordingly, the checklists provide guidelines on the principal issues that need to be examined during the course of the safety audits.

Stage F-During Feasibility Study

1. The audit team should review the proposed design from a road safety perspective and heck the following aspects

CONTENTS	ITEMS
Aspects to be checked	A. Safety and operational implications of proposed alignment and junction strategy with particular references to expected road users and vehicle types likely to use the road. B. Width options considered for various sections. C. Departures from standards and action taken. D. Provision of pedestrians, cyclists and intermediate transport E. Safety implications of the scheme beyond its physical limits i.e. how the scheme fits into its environs and road Hierarchy
A1 : General	Departures from standards Cross-sectional variation Drainage Climatic conditions Landscaping Services apparatus Lay-byes Footpath Pedestrian crossings Access (minimize number of private accesses) Emergency vehicles Public Transport Future widening Staging of contracts Adjacent development
A2 : Local Alignment	Visibility New/Existing road interface Safety Aids on steep hills
A3 : Junctions	Minimize potential conflicts Layout Visibility
A4 :Non-Motorized road users Provision	Adjacent land Pedestrians Cyclists Non-motorized vehicles

A5 : Signs and Lighting	Lighting Signs/Markings
A6 : Construction and Operation	Build ability Operational Network Management

Stage 1 – Completion of Preliminary Design

1. The audit team should review the proposed check the following aspects design from a road safety perspective and check the following aspects	
CONTENTS	**ITEMS**
Aspects to be checked	A. Safety and operational implications of proposed alignment and junction strategy with particular references to expected road users and vehicle types likely to use the road. B. Width options considered for various sections. C. Departures from standards and action taken. D. Provision of pedestrians, cyclists and intermediate transport E. Safety implications of the scheme beyond its physical limits i.e. how the scheme fits into its environs and road hierarchy
B1 : General	Departures from standards Cross-sectional variation Drainage Climatic conditions Landscaping Services apparatus Lay-byes Footpaths Pedestrian crossings Access (minimize number of private accesses) Emergency vehicles Public Transport Future widening Staging of contracts Adjacent development
B2 : Local Alignment	Visibility New/Existing road interface Safety Aids on steep hills
B3 : Junctions	Minimize potential conflicts Layout Visibility
B4: Non-Motorized road users Provision	Adjacent land Pedestrians Cyclists Non-motorized vehicles
B5 : Signs and Lighting	Lighting Signs/Markings
B6: Construction and Operation	Build ability Operational Network Management

Stage 2 – Completion of Detailed Design

The audit team should satisfy itself that all issues raised at Stage 1 have been resolved. Items may require further consideration where significant design changes have occurred.	
If a scheme has not been subject to a stage 1 audit, the items listed in Checklists B1 to B6 should be considered together with the items listed below.	
CONTENTS	**ITEMS**
Aspects to be checked	A. Any design changes since Stage 1. B. The detailed design from a road safety viewpoint, including the road safety implications of future maintenance (speed limits; road signs and markings; visibility; maintenance of street lighting and central reserves).
C1 : General	Departures from standards

	Drainage Climatic conditions Landscaping Services apparatus Lay-byes Access Skid-resistance Agriculture Safety Fences Adjacent development
C2 : Local Alignment	Visibility New/Existing road interface
C3 : Junctions	Layout Visibility Signing Lighting Road Marking T,X,Y-junctions All roundabouts Traffic signals
C4 : Non-Motorized road users Provision	Adjacent land Pedestrians Cyclists Non-motorized vehicles
C5 : Signs and Lighting	Advanced direction signs Local traffic signs Variable message signs Other traffic signs Lighting
C6: Construction and Operation	Buildability Operational Network Management

Enclosure-I

MANNING SCHEDULE

Sr. No	Key Personnel	Total Project Assignment 120 days		
		At site (man month)	At office (man month)	Total Time Period (man month)
1	Team Leader Cum Senior Bridge Engineer	2	2	4
2	Highway cum Pavement Engineer	2	2	4
3	Geo-technical Engineer	2	2	4
	Total	6	6	12

1. Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to NHIDCL from time to time.
2. Consultant to deploy experienced Highway Engineer, Survey Engineer, Environmental Specialists, Quantity Surveyor, Land Acquisition Expert and other professionals as per requirement.
3. The Consultant shall provide one Land Acquisition Expert along with allied team and supporting logistic as envisaged in Clause 5.1.5.1 of TOR for each 100 km stretches proposed for DPR preparation or part thereof
4. If delay in LA process occurs beyond the reasonable control of consultant, the extension of LA team staff/s along with logistic support/transportation shall be granted by General Manager (Project) and beyond further 6 months, Executive Director (Projects), NHIDCL is empowered to grant extension to LA team staff/s.

Enclosure-II

Qualification and Experience Requirement of Key Personnel

Team Leader cum Senior Bridge Engineer

A. Qualification and Experience Requirement of Key Personnel		
i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent as approved by AICTE
	Desirable	Post graduate in Civil Engineering (highways / structures /bridge /traffic and transportation / soil mechanics and foundation engineering/Construction Management/Transportation) {AICTE Approved}
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway projects	Min. 12 years in Planning, project preparation and design of Bridge Projects (2/4/6 laning of NH / SH / Expressways). For hill roads, respective hill roads experience is required
	c) Experience in similar capacity (Either as Team Leader or in Similar capacity)	Experience as Senior Bridge Engineer or Similar Capacity in Highway Design Consultancy Projects (2/4/6 laning of NH/SH/Expressways involving design of Major Bridges (minimum 2 nos. of length more than 200m). For hill roads, respective hill roads experience is required.
iii)	Age Limit	65 years on the date of submission of proposal

B. Qualification and Competence of the Key Staff for adequacy of the assignment			
S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering or equivalent [AICTE Approved]		20
ii)	Post-Graduation in Highway Engg./Structures/Traffic and Transportation/Soil Mechanics and Foundation Engineering/Construction Management/ Transportation [AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	< 15 years	0	
	15-18 years	11	
	18-21 years	13	
	> 21 years	15	
b)	Experience in Bridge Projects		25
(I)	Experience in project preparation and design of bridge projects - Experience in Planning, project preparation and design of Bridge Projects (2/4/6 laning of NH / SH / Expressways)		20

	<12 years	0	
	12-15 years	14	
	15-18 years	17	
	>18 years	20	
(ii)	**Experience of 2/4 lane configuration bridges**		5
	<2 Projects	0	
	2-4 Projects	4	
	> 4 projects	5	
c)	**Experience as Senior Bridge Engineer or Similar Capacity in Highway Design Consultancy Projects (2/4/6 laning of NH/SH/Expressways involving design of Major Bridges (minimum 2 nos. of length more than 200m)**		**30**
	<2 numbers	0	
	2-4 numbers	24	
	5-6 numbers	27	
	> 6 numbers	30	
III	**Employment with Firm**		**5**
	Less than 1 Year	0	
	1-2 years	2.5	
	more than 2 years	5	
	Total		**100**

Enclosure-II (contd.)

Qualification And Experience Requirement Of Key Personnel

Highway cum Pavement Engineer

A. Qualification and Experience Requirement of Key Personnel		
i)	**Educational Qualification**	
	Essential	**Degree in Civil Engineering**
	Desirable	**Masters in highway engineering/Transportation Engineering**
ii)	**Experience**	
	a)Total Professional Experience	Min. 08 years
	b) Experience in Highway projects	Minimum 06 years' experience in pavement design and maintenance of highways
	c) Experience in similar capacity	Pavement design for major highway projects (2/4/6 lane NH/SH/ Expressways) of minimum aggregate length of80 km
iii)	**Age Limit**	65 **years on the date of submission of Proposal**

B. Qualification and Competence of the Key Staff for adequacy of the assignment			
S. No.	**Description**		**Max. Points**
I	**General Qualification**		**25**
i)	Degree in Civil Engineering or equivalent [AICTE Approved]		20
ii)	Post-graduation in Highway Engg/ Transportation Engineering [AICTE APPROVED]		5
II	**Relevant Experience & Adequacy for the Project**		**70**
	Total Professional Experience		**15**
	<8 years	0	
	8-12 years	11	
	12-15 years	13	
	>15 years	15	
(b)	**Experience in Highway Projects- Experience in Design/ Pavement Design of Highway Projects (2/4/6 laning of NH/SH/Expressways)**		**25**
	<6 years	0	
	6-10years	18	
	10-15 years	22	
	>15years	25	
(c)	**Experience in Similar Capacity**		**30**
(i)	**In Design/Pavement Design of Highway Projects (2/4/6 laning of NH/SH/Expressways) in Similar Capacity (Minimum aggregate length 80 km)**		20
	<80km	0	
	80km-150km	14	
	150km-250km	17	

	>250km	20	
(ii)	**In Design/ Pavement Design Of Highway Projects (2/4/6 laning of NH/SH/ Expressways) in Similar Capacity – Number of Projects**		10
	2 projects	8	
	3- 5 projects	9	
	More than 5 projects	10	
III	**Employment with Firm**		**5**
	Less than 1 Year	0	
	1-2 years	2.5	
	more than 2 years	5	
	Total		**100**

Enclosure-II (contd.)

Qualification And Experience Requirement Of Key Personnel

Geotechnical Engineer

A. Qualification and Experience Requirement of Key Personnel			
i)	**Educational Qualification**		
	Essential	Graduate in Civil Engineering	
	Desirable	**Masters in Foundation Engineering / Soil Mechanics / Phd in Geology /Geo Tech Engineering**	
ii)	**Essential Experience**		
	a) Total Professional Experience	Min. 10 years	
	b) Experience in Highway Projects	Min. 7 years on similar projects in design and/or construction	
	c) Experience in similar capacity	Geo-technical Engineer on highway/ bridge/ viaduct/tunnel projects (2/4/6 lane NH/SH/Expressways) of minimum aggregate length of 80 km.	
iii)	**Age Limit**	65 **years on the date of submission of Proposal**	
B. Qualification and Competence of the Key Staff for adequacy of the assignment			
S. No.	**Description**		**Max. Points**
I	**General Qualification**		**25**
i)	Degree in Civil Engineering [AICTE Approved]		20
ii)	Post graduation in Foundation Engineering / Soil Mechanics / Geo Tech Engineering		5
II	**Relevant Experience & Adequacy for the Project**		**70**
a)	**Total Professional Experience**		**15**
	<10 years	0	
	10-12 years	11	
	12-15 years	13	
	>15 years	15	
b)	**Experience in Highway Projects – In Similar Projects (2/4/6 laning of NH/SH/Expressways) in design and or Construction/ Construction Supervision**		**25**
	<7 years	0	
	7-10 years	18	
	10 -12 years	22	
	>12years	25	
c)	**Experience as Geo-technical Engineer or in Similar capacity on Highway Projects (2/4/6 laning of NH/SH/Expressways) (Minimum aggregate length 80 km)**		**30**
	<80km	0	
	80km-150km	24	

	150km – 250km	27	
	>250km	30	
III	**Employment with Firm**		**5**
	Less than 1 Year	0	
	1-2 years	2.5	
	more than 2 years	5	
	Total		**100**

Enclosure-III

Schedule for submission of Reports and Documents

Stage No.	Activity	No. of copies	Time Period in days from date of commencement
1	**Monthly Reports**	3	By 10th day of every month
2	**Inception Report**		
	(ii) Inception Report including QAP document	3	15
3	**F.S. REPORT** i) Draft Feasibility Study Report including option study report including draft 3(a) report ii) Comments of client iii) Final Feasibility Study Report incorporating compliance of comments of Client	4 1 4	30 40 45
4	**LA & Clearances I Report**		
	i) Draft LA & Clearances I Report including draft 3(A) report	4	55
	ii) Comments of client	1	60
	iii) Final LA & Clearances I Report incorporating compliance of comments of Client	4	65
5	**Detailed Project Report**		
	i) Draft DPR	4	85
	ii) Comments of client	1	105
	iii) Final DPR incorporating compliance of comments of Client	6	120
6	**Technical Schedules** i) Draft Technical Schedules ii) Comments of client iii) Final technical schedule	4 1 6	90 105 120
7	**Land Acquisition II Submission of draft 3D publication report**	4	90
8	**Land Acquisition III, Award determination (3G)**		120
9	**Project Clearances & LA IV Report Approval of Project clearances** from Concerned agencies e.g. from MOEF; Rly for approval of GAD and detail engineering drawing of ROB/RUB; Irrigation Dept., Utility Report and Possession of Land	**6 Original letters from the concerned agencies and 5 photocopies of each**	150

The checklist for different stages of submission of report has been enclosed as under and the same shall be appended with proper references and page numbering. The checklist/s shall be appended with the report without which no payment shall be made.

Schedule for approval of Reports and Documents by NHIDCL after submission by Consultant.

Stage No.	Activity	Time Period in days from date of submission of Comment and acceptance by Branch Office/HQ
1	**Inception Report**	5 days
2	**Feasibility Study Report** i) Draft Feasibility Study Report including option study report including draft 3(a) report ii) Final feasibility Study report	 15days 7 days
3	**LA & Clearances Report** i) Draft LA & Clearances Report ii) Final LA & Clearances Report incorporating compliance of comments of Client	 10 days 5 days
4	**Detailed Project Report** i) Draft DPR ii) Final DPR incorporating compliance of comments of Client	15 days 5 days
5	**Technical Schedules** i) Draft Technical Schedules ii) Final technical schedule	 15 days 5 days

The checklist for different stages of submission of report has been enclosed as under and the same shall be appended with proper references and page numbering. The checklist/s shall be appended with the report without which no payment shall be made.

Enclosure IV: Formats for submission of Reports and Documents

1. Standard formats for deliverables

i. During the course of the assignment to prepare detailed project report, several reports, drawings and documents will need to be submitted by the consultants to NHIDCL.

ii. For the purposes of submission, format requirements have been laid out for some of the reports and drawing deliverables in this enclosure, which shall be adhered to strictly

iii. In addition, consultants are to align and agree with NHIDCL officials the format of submission for all reports, during the inception stage as mentioned in clause 10.2 of this terms of reference

2. Format for submission of report deliverables

2.1 Printed hard copies of reports

i. All reports and documents shall be submitted in both printed hard copy and digital formats

ii. For hard copies, the consultant shall submit bound volumes (and not in spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure III

2.2 Digital copies of reports

1. Every report shall also be submitted in digital format to the authority in the following formats:

i. The final report as submitted in the portable document format (.pdf)

ii. An editable document in the relevant Open Document Format for Office Applications (ODF) and if available the relevant Microsoft Office document format (MS Office)

iii. All tables and models used to and referred to in the reports shall also be submitted as spread-sheets in the relevant ODF format and MS Office format

iv. The digital copies of reports shall be submitted in the form of removable storage devices (CD or USB pen drive) and also hosted on a secured online document storage and retrieval platform as described in clause 2 Data products

2. The removable storage device submitted at each deliverable stage shall contain:

i. Reports for that stage

ii. All draft and final reports previously submitted

iii. Correspondence with NHIDCL

iv. Clients' comments on submitted reports

v. Any communication, letters and approvals to and from other government and local agencies and any other relevant body

vi. An updated index of all the contents on the removable storage device

3. Every submission will be accompanied by a table of contents and index of all documents submitted for ease of reference

2. Data products

1. During the course of the assignment, the consultant shall perform several surveys and collect data that will be used for the design of the road and delivered to the client.
2. Consultants are encouraged to keep commonly available software and data packages, and typical uses for data while deciding final formats of data within the constraints of this document or where a format has not been defined

3. As required in clause **Error! Reference source not found. Error! Reference source not found.**, consultants are required to agree with NHIDCL all actual data formats proposed to be used for the project
4. In order to standardize data formats and simplify hand over and re-use of data, some requirements for minimum content and format are laid down below.

Sr No	Data Product	18 Contents Required (Definition)	19 Data Format
0	Formats to be used	List of data, drawing and design outputs, reporting format, digital format suggested, key data to be included (column headers), units and system to be used	CSV or ODF sheet, .xlsx optional
1	Traffic surveys		
1.1	List of traffic survey points	Point no, location coordinates (lat, long), location of survey point, chainage, no lanes/type of junction, type of survey, date of survey, length of survey, any commentary, equipment/technique used, link to survey output	CSV or ODF sheet, .xlsx optional
1.2	Classified traffic volume count survey	Survey point, survey location, location id (ihmcl), no of lanes, chainage, location coordinates (lat, long), date, time and period of survey	Raw data: IHMCL Traffic survey data format Processed, corrected with AADT: CSV or ODF sheet, .xlsx optional
1.3	O-D, turning movement, axle load and other surveys	Survey point, survey location, location lat, long, chainage, date, time, period of survey, technique/equipment used in addition to the survey data itself	CSV or ODF sheet, .xlsx optional
2	Engineering surveys and investigations		
2.1	Raw DGPS data	Notes must contain Date, time of survey, equipment used, corrections applied is any. Data: Survey benchmarks, benchmark points, location data points	CSV or ODF, Receiver Independent Exchange Format (RINEX)
2.2	LiDAR point cloud	Notes must contain Date, time of survey, equipment, summary post processing applied. Data: Survey benchmarks, data points, point cloud of entire project corridor as defined in	LASer file format for exchange CSV sheet, .xlsx optional
2.3	Images	360 Deg/ ortho images of entire project road way	Geographic Image File Tagged Format (GeoTIFF)
2.4	Video	Traverse video of entire project length	Audio video interleave(.avi) or MPEG-4 file(.mp4)
2.5	Topographic map+ contours	1:1000 scale map with 50 cm contours with roadway marked on maps	Contours: geo- referenced shape files(.shp) or.dxf files, .dwg/.dgn files options
2.6	Digital elevation model	Digital terrain modeled from aerial and ground surveys	Digital elevation model in USGS Spatial Data Transfer standard (SDTS) format
2.7	Longitudinal	Location of cross section - existing, design chainage, lat,	.dxf files, .dwg/.dgn files

Sr No	Data Product	18 Contents Required (Definition)	19 Data Format
	and cross sections	long, Cross section drawing	options
2.8	As-is road map	3D digital map of as-is project highway containing earth surface, road layers, utilities, buildings and trees with feature data extracted and mapped in layers, marked on the map and tabulated data provided separately. All road, surface, sub surface inventory, pavement investigation and soil survey data to be super-imposed as layers	Digital terrain model and Maps in LandXML/.dxf format, .dwg/.dgn files options Separate CSV or ODF sheet, .xlsx optional of feature data in addition to map
2.9	Details of utility	type of utility, no, class and category of utility installation (e.g. 66 kV xlpe), location, distance from centerline, user agency	CSV or ODF sheet, .xlsx Optional
2.10	Utility maps	geo-referenced schematic map, existing and design road centerline, type of utility, size, no, class and category	Georeferenced shape files (.shp) and drawings in .dxf format
2.11	Road inventory surveys	All data as required in clause 4.11.3.1, geo-referencing for each row of data in lat, long form	CSV or ODF sheet
2.12	Pavement investigation	Test pit reference id, location, chainage, geo-reference (lat, long), pavement composition - layer no, material type, thickness, sub grade type, and condition	CSV or ODF sheet
2.13	Pavement condition survey	Data as required in clause 4.11.3.2, along with location/chainage and geo-reference for all data	CSV or ODF sheet
2.14	Pavement structural strength	FWD results as per IRC guidelines, geo-referencing for test points	CSV or ODF sheet
2.15	Sub-grade and soil strength	In the format of the testing lab, summary details must be tabulated and must include: test pit no, location, chianage, lat/long, date, time of test, tester/lab details, in-situ density, moisture content, field CBR, characterization, in-lab moisture and density, lab CBR	Summary in CSV or ODF sheet
3	Proposed roadway designs		
3.1	Proposed alignment geometry	Georeferenced centerline horizontal and vertical alignment for the road To be presented superimposed on surface map, satellite imagery and digital elevation model of region	Geometry or shape files: .shp/.dxf, .dwg/.dgn files options
3.2	Final alignment geometry	Georeferenced centerline horizontal and vertical Alignment for the road. Additional detail on lanes, super elevation, junctions, structures, under/overpasses, PUP/CUP, wayside amenities etc.	Geometry or shape files: .shp/ .dxf, .dwg/.dgn files options
3.3	Proposed roadway model	Proposed digital roadway model and design data-including embankment, road way, road layers, roadside amenities, signals, road furniture, markings and other construction elements in 3D	.dxf/.dtm

Sr No	Data Product	18 Contents Required (Definition)	19 Data Format
3.4	Proposed structures	Geo referenced location and alignment, 3D model of structure and appurtenances, cross section, plan and profile drawings for construction as per IRC	.dxf/.dtm
3.5	Proposed highway cross sections	Roadway cross sections for homogenous sections	.dxf files Digital surface model in .dxf format
4	Other deliverables		
4.1	Digitized cadastral Maps	Digitized revenue map overlaid with key landmarks, land size, survey number and ownership data. min1:1000 scale map with >1mm accuracy	Geometry or shape files: .shp/.dxf, .dwg/.dgn files options
4.2	Financial analysis	Spreadsheet model with instructions, index and containing all inputs and assumptions, time series construction and operating costs, revenues, financing and equity cash flows, NPV/IRR, sensitivity scenarios and results	ODF sheets, MS office .xlsx optional

3. Online hosting and archival of deliverables

3.1 Hosting deliverables online

i. The consultant shall store all deliverables from this assignment on a secure online file hosting platform that is remotely accessible by authorized users on the world wide web

ii. The consultant shall provide read only access to all relevant officers of NHIDCL and provide further access to additional users as and when requested by NHIDCL

iii. Consultant shall provide a point of contact for access to these files, solving any technical issues and shall respond to all requests in a timely manner

iv. Consultant shall ensure that the files are hosted in a platform that conforms to any file hosting and file sharing security standards as may be laid down by the government of India

3.2 Deliverables to be hosted

i. Data and deliverables to be hosted in an online accessible format shall include but not be limited to:

ii. All draft and final deliverables in the digital formats prescribed in this TOR and in file formats in wide use where formats are not specified

iii. Data, images and videos from all surveys and investigations conducted of this enclosure

iv. All correspondence to and from NHIDCL including clients' comments on submitted reports

v. Any communication, letters and approvals to and from other government local agencies and any other relevant body

vi. The platform shall also contain an index and table of contents of information being hosted for ease of access and use

3.3 Time period and costs

i. Access to above mentioned files will be provided till the end of construction (final commercial operations date of contractor/concessionaire) of all packages that form a part of this assignment at the cost of the consultant

ii. Access to additional users shall also be at no additional cost to the authority.

APPENDIX-II

Form-E1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)
To, **********
****
****

Sub: Appointment of Consultant for preparation of Detailed Project Report for ……..

Dear Sir,

With reference to your RFP Document dated ……, I/we i.e M/s----------

---------- (Name of Bidder) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.7 of the RFP document.

8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other that security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or

indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid Security of Rs. 5,00,000 (Rupees Five lakhs only) in the form of a Bank Guarantee is attached, in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix V of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/Lead Member)

Appendix- II

Form-E2/T3-Deleted

APPENDIX-II

Form- E3-Deleted

APPENDIX-II

Form- E4

BANK GUARANTEE FORMAT FOR BID SECURITY

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

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

Bank Guarantee: Date:

WHEREAS, _____ (Name of Bidder) ____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____, dated _____(hereinafter called "the Bid". KNOW ALL MEN by these presents that We, _____[Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this _____ day of ____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,

a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

b) fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

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

DATE _____
SIGNATURE OF THE BANK _____
SEAL OF THE BANK _____
SIGNATURE OF THE WITNESS _____
Name and Address of the Witness _____
The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

NOTE:

i. *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
ii. *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
iii. *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*
iv. *The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee.*

Appendix III

(Form-T1) -Deleted

(Form-T-2)

Details of projects for which Technical and Financial Proposals have been submitted – Deleted.

Form-E2/T3

FIRM'S REFERENCES-Deleted

Form- T4

SITE APPRECIATION-DELETED

Form- T5

DELETED

Form- T6

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT-DELETED

Form- T7

Details of Material Testing Facility-Deleted

Form- T8

Deleted

Form- T9

Deleted

Form- T10

Deleted

UNDERTAKING FROM THE PROFESSIONAL

(To be submitted in the hard copy along with other documents)

I, ……. (Name and Address) have not left any assignment with the consultants engaged by MORT&H/ NHIDCL for any continuing works of MORT&H/NHIDCL without completing my assignment. I will be available for the entire duration of the current project (named……..). If I leave this assignment in the middle of the completion of the work, I may be debarred for an appropriate period to be decided by NHIDCL. I have also no objection if my services are extended by NHIDCL for this work in future.

UNDERTAKING FROM CONSULTING FIRM

(To be submitted in the hard copy along with other documents)

The undersigned on behalf of ……. (name of consulting firm) certify that Shri……(name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any consulting firm engaged by MORT&H /NHIDCL for the ongoing projects. We understand that if the information about leaving the past assignment with NHIDCL without completing his assignment is known to NHIDCL, NHIDCL would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by NHIDCL.

Appendix IV

(Form-I)

FINANCIAL PROPOSALS

FROM: TO:

_____ _____

_____ _____

_____ _____

_____ _____

Sir:

Subject: Consultants' Services for

_____

_____

Regarding Price Proposal

I/We Consultant/consultancy firm herewith enclose *Price Proposal for selection of my/our firm/organization as Consultant for

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

***The Financial proposal is to be filled strictly as per the format given in RFP.**

(Form-II)

Validate | Print | Help | Item Rate BoQ

Tender Inviting Authority: MD,NHIDCL

Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration (NH-144A) from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu - Akhnoor section in the state of Jammu & Kashmir on EPC basis

Contract No: NHIDCL/J&K/NH-144A/J-A/Pkg-III(B)/2019-20

Bidder Name :

PRICE SCHEDULE

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

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Bid Price in Figure inclusive of all Taxes inculiding GST to be entered by the Bidder	TOTAL AMOUNT With Taxes Including GST	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation of existing 2-lane highway to 4 lane with paved shoulder configuration (NH-144A) from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu - Akhnoor section in the state of Jammu & Kashmir on EPC basis	1.000	Lumpsum		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

(Form-III)

Deleted.

(Form-IV)

Estimate of Costs for Expatriate Consultants (in Indian Rupees)-DELETED

TENTATIVE QUANTITIES FOR SUB-SOIL INVESTIGATIONS

(BORING) (Form –V)

S. No	Stretch Proposed for DPR	NH No.	Approximate Length (in Km.)	Package No.	State	Cumulative Tentative Quantities (in m)	
						In Soils other than hard rock	In hard rock
1	**For projects of length < 110** **Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.**	As per List at Annex-1	As per List at Annex-1	As per List at Annex-1	As per List at Annex-1	1500	200

Appendix-V

DETAILED EVALUATION CRITERIA- Deleted.

Assumptions to be made regarding Similar Capacity for various positions

1. Team Leader cum Senior Bridge Engineer

i)	On behalf of Consultant / Contractor:	Team Leader / Senior Bridge Engineer
ii)	In Government Organizations:	Superintending Engineer (or equivalent) and above

2. Highway cum Pavement Engineer

i)	On behalf of Consultant:	Highway Engineer/Highway Design Engineer/Pavement Engineer.
ii)	In Government Organizations:	Executive Engineer (or equivalent) and above

3. Geo Technical Engineer

i)	On behalf of Consultant:	Geo Technical Engineer
ii)	In Government Organizations:	Executive Engineer (or equivalent) and above
iii)	On behalf of Contractor:	Engineer/Manager (Material)

Consultant has to assess the major utility shifting involved and propose the CV accordingly.

Note: While carrying out evaluation of key personnel, the experience in similar capacity is also a criteria of evaluation and assumptions to be made regarding similar capacity have been mentioned above. However, if a key personnel has worked in next lower category to the similar capacity, the marks allotted to key personnel in the category 'experience in similar capacity' shall be reduced to two thirds of marks in this category. This shall be applicable for evaluation of all key personnel.

Appendix VI

DRAFT CONTRACT AGREEMENT

Between

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road Transport and Highways)

4, Parliament Street, New Delhi-110001

And

M/s ……..….. in JV with M/s ……. And in

Association with M/s ……..

For

Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

(From km_____**to** km_____of NH in the State of …_**)**

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Appendix B:	Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
Appendix C:	Hours of work for Consultants' Personnel
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DRAFT CONTRACT FOR CONSULTANT'S SERVICES

CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing Pre-Construction Services for upgradation to 4 lane with paved shoulder configuration of NH-144A from Km 26.350 (Khati Chowk) to Km 30.097 (Hanuman Chowk) of Jammu – Akhnoor section in the state of Jammu & Kashmir on EPC basis.

(From km _____ **to** km_____ Of NH in the State of ….**)**

This CONTRACT (hereinafter called the "Contract") is made on the ---------- day of the month of ----------2019, between, on the one hand, National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), New Delhi (hereinafter called the "Client") and, on the other hand, M/s ---------- in JV with ---------- and in Association with ……. (hereinafter called the "Consultants").

WHEREAS

a. the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
b. the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

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. The General Conditions of Contract (hereinafter called "GC");
B. The Special Conditions of contract (hereinafter called "SC");
C. The following Appendices:

Appendix A:	Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
Appendix B:	Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, and schedule for submission of various report.
Appendix C:	Hours of work for Consultants' Personnel
Appendix D:	Duties of the Client
Appendix E:	Cost Estimate
Appendix F:	Copy of letter of invitation
Appendix G:	Copy of letter of acceptance
Appendix H:	Copy of Bank Guarantee for Performance Security
Appendix-I:	Minutes of the pre-bid meeting

2 The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

a. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

b. Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF (National Highways & Infrastructure Development Corporation Ltd.)	Witness
	1. Signature Name Address
By Authorized Representative	2. Signature Name Address
FOR AND ON BEHALF OF (Consultant)	Witness
	1. Signature Name Address
By Authorized Representative	2. Signature Name Address

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law means the laws and any other instruments having the force of law in the Government's country as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) "foreign currency" means any currency other than the currency of the Government;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of India;

(g) "local currency" means the currency of the Government;

(h) "Member", in case the Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;

(i) "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;

(j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;

(l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(m) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

(n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Governing Law and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at ……shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Language

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

1.5 Table of Contents and Headings

The table of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e-mail to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in **Letter of Acceptance (Appendix-I)** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majuere, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majuere shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause2.9.1, terminate this Contract:

(a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

(a) if the Client fails to pay any money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 8 hereof within forty-five(45) days after receiving written notice from the Consultants that such payment is overdue;
(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
(c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

i. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.

ii. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

iii. except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of **either of them, similarly shall not receive any such additional remuneration.**

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

a) appointing such members of the Personnel as are listed in Appendix B;

b) entering into a subcontract for the performance of any part of the Services, it being understood (i)that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** here to, in the form, in the numbers and within the time periods set forth in the said Appendix. Reporting stages, review progress and checklist shall be as reflected in the DPR.

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, shall be as specified in the SC.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's I instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4 CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided

i. that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

ii. that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the

Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.-Deleted

(a)Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country is specified in Appendix C hereto.

(b)The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

Removal and/or replacement of Personnel shall be regulated as under:

4.5.1 In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.

4.5.2 In case notice to commence services is given within 120 days of signing of contract the replacement shall be as below:

a.: Replacement shall be by an equal or better scoring person..

4.5.3 b. Replacement after original contract period is over:

There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

4.5.4 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.

4.5.5 If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by NHIDCL to assess their merit and suitability.

4.5.6 - deleted

a) Deleted. The CV should be signed by personnel and the consulting firm in every page. If the CV is found incorrect at later date, the personnel accepted would be removed from the assignment and debarred from further NHIDCL/ MoRTH works for an appropriate

period to be decided by NHIDCL and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHIDCL to blacklist the firm.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5 OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
c) facilitate prompt clearance through customs of any property required for the Services;
d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Services, Facilities and Property of the Client

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property

from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1(c) hereinafter.

5.5 Payment

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

6 PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates: Ceiling Amount

(a)` An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Appendix E.**

(b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.

(c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

a) The payment shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and ii) in such form as the Client shall have approved in writing.

(b) Payment Schedule

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below:

S. No	Item	Payment %
1	Submission of final QAP and Inception Report	10%
2	Approval of final Alignment Report	5%
3	Submission of final feasibility Report	5%
4	Submission Of 3a Notification, Draft 3 A And Approval Of Final Land Acquisition Report containing details of 3a, 3A	5%
5	Submission of all utilities shifting proposals to user agencies and submission of utilities relocation plan to NHIDCL	2.5%
6	Submission of all stage I clearance proposals and submission of clearances repot to NHIDCL	5%

S. No	Item	Payment %
7	Approval of final DPR report, documents and drawings	10%
8	Approval of bid documents and draft civil works contract agreement along with technical schedules.	5%
9	3D publication for all land parcels identified in item 4 above and submission of Land Acquisition II report	10%
10	Stage II clearance approval and submission of final clearances II report	5%
11	Final approval of utilities shifting estimates and submission of Utilities II report	2.5%
12	Completion of award declaration (3G) for 90% of land parcels identified in item 9 and submission of Land Award report	10%
13	Earlier of award of package to contractor/concessionaire or 6 months from launch of tender process	10%
14	Receipt of land possession certificates (3E) for 90% of all land parcels identified in LA II report and submission of Land Possession report	10%
15	Amount to be released at earlier of projects COD or 3 years from start of civil work	5%
	Total :	100%
16	Bonus on submission of draft 3A within 15 days of alignment finalization	1 % bonus
17	Bonus on submission of draft 3D within 60 days of draft 3 A.	2.5% bonus
18	Bonus on receipt of possession certificate (3E) for more than 90% of land identified in item 9 above within 165 days of draft 3 A.	5% bonus
19	Bonus on submission of utility shifting proposal including clearance within 60 days of alignment finalization.	1% bonus

Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate at the time of submission of bills to NHIDCL from time to time.
The Concerned Project Director or his authorized representative shall ensure and certify at least 5% test check of all the data collected by the Consultant before releasing the payment to the Consultant.

(c)No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring)will be as per plan approved by the client and will be paid as per actual at the rates quoted by the consultants .The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only.

(d)The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(e)The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety (90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has

paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(f)All payments under this Contract shall be made to the account of the Consultants specified in the SC.

(g)Efforts need to be made by the Consultant to submit the schedule reports of each road stretch / s of a package. However, due to reasons beyond the reasonable control of Consultant, if the schedule submission of reports / documents of each road stretch /s of a package is not done, the payment shall be made on pro-rata basis.

7 RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2 Retention Money

An amount equivalent to 15% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. Out of this 15%, 10% shall be in the form of performance security and 5% shall be the amount retained from Consultancy fee payable to the Consultant.

7.3 Penalty

7.3.1 Penalty for Error/Variation

i. If variation in project cost occurs due to Change of scope requests of more than 10% of the total project cost as estimated by the consultant and these change of scope

requests arise due to deficiencies in the design provided by the consultant, the penalty equivalent to 4% of the contract value shall be imposed. For this purpose retention money equivalent to 4% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution

ii. If there is a discrepancy in land to be acquired during the execution of the project upto an extent of +/- 5% of the area of land, a penalty equivalent to 3% of the contract value shall be imposed. For this purpose retention money equivalent to 3% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution

iii. If there is a variation in utilities shifting payments to be made during the execution of the project upto an extent of +/- 10% of the value estimated by the design consultant, a penalty equivalent to 3% of the contract value shall be imposed. For this purpose retention money equivalent to 3% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution

iv. For inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in Table below:

Sr. No.	Item	Penalty (%age of contract value)
1	Topographic Surveys	0.5 to 1.0
	a) The horizontal alignment does not match with ground condition.	
	b) The cross sections do not match with existing ground.	
	c) The co-ordinates are defective as instruments of desired accuracy not used.	
2	Geotechnical Surveys	0.5 to 1.0
	a) Incomplete surveys	
	b) Data not analyzed properly	
	c) The substrata substantially different from the actual strata found during construction.	
3	Traffic data found to be varying by more than 25% o n resurvey at a later date, unless there are justifiable reasons.	0.2 to 0.5
4	Axle load data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.	0.20 to 0.5
5	Structural Designs found to be unsafe or grossly over	1.0 to 2.0

7.3.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted on case to case basis.

7.3.3 Total amount of recovery from all penalties shall be limited to 15% of the Consultancy Fee.

7.3.4 NHIDCL is in process of evolving performance based rating system for DPR Consultants. Performance of Consultants shall be monitored by NHIDCL and will be taken into account in technical evaluation of future DPR projects. For this purpose, performance of Consultant in the current project shall also be taken into account to create rating of Consultant.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of NHIDCL, other penal action including debarring for certain period may also be initiated as per policy of NHIDCL.

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9 SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In case of unsettled dispute arising out of the agreement, either party may require such dispute to be referred to the Managing Director of NHIDCL and the head of the Consultant. The said two Authorities shall meet within 7 (seven) of the date of such request to discuss and attempt to amicably resolve the dispute. If such meeting doesn't take place within the said period or the dispute is not amicably settled within 15 (fifteen) days of such meeting between the said two authorities, either party may refer the dispute through arbitration as per the provisions of the agreement.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

10 CHANGE OF SCOPE

The change of Scope on account of variation of total length of project Highway from the indicative length as given at Annex-1 of Letter of Invitation of the RFP shall be dealt as follows

i. During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services (of total length or 4 laned length as compared to indicative Length as given in the RFP) by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.

ii. The Consultancy fee shall be revised on account of change of scope as below:

a) In case the total length of project increase/ decrease up to 10% of indicative length given in the RFP**: No change in Consultancy Fees.**

b) In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the RFP**:** The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10% .

iii. Length of Bypass / realignment shall not be treated as additionality to the existing length of the highway for the purpose of change / variation in length. Increase/decrease in length on account of bypasses shall not be considered as change of scope. However, the total length of the project highway (including bypasses and realignment) along the finally approved alignment shall be compared with the indicative length in the RFP for the purpose of variation.

10.1 The Consultancy fee shall be increased on account of change of scope as below:

a) In case of Lanes increase in the project after the submission of Final Report: 10% of the original consultancy charges

b) In case of change of mode of delivery is involved after submission of Final Report / due to revision of specifications / IRC Codes etc.

(i)	Revision of DPR after submission due to changes in IRC codes / specification etc.	2.5% of the original Consultancy charges.
(ii)	Revision of DPR due to changes in mode EPC / BOT / HAM etc.	2.5% of the original Consultancy charges.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

1 A. AMENDMENTS OF, AND SUPPLEMENTS TO, CLAUSES IN THE GENERAL CONDITIONS

1.1 (a) The words **"in the Government's country"** are amended to read **"in INDIA"**

1.4 The language is: English

1.6.1 The addresses are:

For the Client: **Managing Director**
National Highway & Infrastructure
Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street,
New Delhi-110001

Attention: **General Manager (Project)**
National Highway & Infrastructure
Development Corporation Ltd.
3rd Floor, PTI Building, 4 Parliament Street
New Delhi-110001
Ph. 0191-23461674
Email: shivprasad.152p@gov.in

For the Consultants:

Attention: **Name**
Designation
Address
Tel: **Fax:** **E-mail address**

1.6.2 Notice will be deemed to be effective as follows:

a) in the case of personal delivery or registered mail, on delivery;
b) In the case of facsimiles, 24 hours following confirmed transmission.
c) In case of E mail, 24 hours following confirmed transmission.

1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants) with or without an Associate: - **……..**

1.9 The Authorized Representatives are:

For the Client : (--)

Managing Director, NHIDCL (--)

For the Consultant: Name

Designation

1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client

shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2

2.1 The effectiveness conditions are the following:

a) The contract has been approved by NHIDCL.

b) The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee an amount equivalent to **10%** of the total contract value to be received by him from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to **10 %**of the total contract value to be received by him towards Performance Security valid for a period of ***three years*** beyond the date of completion of services.

2.2 The time period shall be "four months" or such other time period as the parties may agree in writing.

2.3 The time period shall be "fifteen days" or such other time period as the Parties may agree in writing.

2.4 The time period shall be ------ **months** or such other time period as the parties may agree in writing.

3

3.4 Limitation of the Consultants' Liability towards the Client

(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i. for any indirect or consequential loss or damage; and

ii. for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.5 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.
(c) i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher**.
iii) The policy should be issued only from an Insurance Company operating in India.
iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.
vi) The contract may include a provision thereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.
(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

3.6 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 The person designated as Team Leader cum Senior Highway Engineer in Appendix B shall serve in that capacity, as specified in Clause 4.6.

6.1 (b) The ceiling amount in local currency is Rs…… Excluding Goods & Service Tax)

6.3 (a) No advance payment will be made.

6.3 (e) The interest rate is: @ 12% per annum

6.3 (f) The account is:

9.2 Disputes shall be settled by arbitration in accordance with the following provisions:

9.2.1 **Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees

and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

9.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with the procedures of the Arbitration and Conciliation (Amendment) Act, 2015 of India unless the Consultant is a foreign national/ firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure of arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

9.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

9.2.4 Qualifications of Arbitrators

The list of five and the sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert(s) with extensive experience in relation to the matter in dispute.

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
b) The English language shall be the official language for all purposes;
c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
d) Fee structure shall be as given below:

S.No	**Particulars**	**Maximum amount payable per Arbitrator/ per case**
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.

2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges(telephone, fax, postage etc)	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed celling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

Appendix A

Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B

Consultants' Sub consultants, Key Personnel and Sub Professional Personnel

Appendix C

Hours of work for Consultants' Personnel

The Consultant's personnel shall normally work for 8 hours in a day and six days a week. Normally Sundays shall be closed for working. In addition they shall also be allowed to avail holidays as observed by the Client's office in the relevant state without deduction of remunerations. In case any person is required to work on Sunday or Holiday due to exigency of work, he/she shall be given compensatory leave within the next 15 days.

Appendix D

Duties of the Client

Appendix E

Cost Estimate

Appendix F: Copy of letter of invitation

Appendix G: Copy of letter of acceptance

Appendix – H (I)

Format for Bank Guarantee for Performance Security (For individual work)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
Managing Director,
National Highway and Infrastructure Development Corporation Ltd
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001

In consideration of "National Highways and Infrastructure Development Corporation Ltd." (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……having its office at …….. (Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Award No. …….. dated…… and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs……../- (Rupees…..…….) Including GST for "**Consultancy Services for preparation of Detailed Project Report of <Project Description>…… (Total Length -…….) on NH-…..**in the states of ……..under – Contract Package No. …. (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs……./- (Rupees…….).

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

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

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

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

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

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

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs. …….(Rupees……) and it shall remain in force up to and including ……and shall be extended from time to time for such period as may be desired by M/s……., on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to ……..

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(date of expiry of Guarantee).

(Signature of the Authorized Official)

(Name & Designation with Bank Stamp)

NOTE:

i. *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
ii. *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
iii. *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*
iv. *The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-*

110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee.

Appendix H (2):

Format for Bank Guarantee for Performance Security for a number of works

To

(Name & Address of Authority)

In consideration of all consultancy works (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) awarded to M/s. …… Having its office at …… (Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by employer and the same having been unequivocally accepted or will be accepted by the Consultant, resulting in Contracts value upto Rs……./- (Rupees……) excluding Goods & service tax and the Consultant having agreed to furnish a Bank Guarantee to the Employer as "Performance Security as stipulated by the Employer in the said contracts for performance of the consultancy Contracts undertaken or proposed to be undertaken in future date as a blanket security for compliance with his/its obligations in accordance with entire Contract(s) including contracts to be extended, modified, awarded and executed before the expiry of this Bank Guarantee or renewal thereof amounting to Rs……../- (Rupees……).

We,……..having registered office at…….. a body registered/constituted under the…….(hereinafter referred to as the Bank), which expression shall,, unless repugnant to the context or meaning thereof, include its successors, administrators, executors an assigns) do hereby guarantee and undertake to pay the employer immediately on demand any part or, all money payable by the consultant to the extent of Rs……. (Rupees…….) as aforesaid at any time up to …….. without any demur, reservation, context, recourse or protest and/or without any reference to the consultant. Any such demand made by the employer on the bank shall be conclusive and binding notwithstanding any difference between the employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable that is till expiry of this Bank Guarantee or renewal thereof.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contracts by the Consultancy firm. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultancy any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank The Bank also agrees that the Employer at its option shall be entitled to enforce this

Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein:

1. Our liability under this Omnibus Guarantee shall not exceed Rs……. (Rupees……);
2. This Bank Guarantee shall be valid upto (Date (Month) Year); and (24 months).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if you serve upon us a written claim or demand on or before…" (24 months). Thereafter, all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

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

5. This Bank Guarantee has been issued on the request of M/s……

Signature and Seal of Guarantor…….	In presence of
Name and Designation	1. ……
Name of the Bank……..	(Name, Signature & Occupation)
Address……	2. …….
…….	(Name & Occupation)
Date	

*This clause shall be kept for Bank Guarantees being issued outside Delhi.

NOTE:

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

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

issuing Branch.

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

iv. The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan , New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee

Appendix I: Minutes of Pre-bid meeting

APPENDIX-VII

DPR Checklist – Stage 1 – Inception Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐ NA ☐	NA	
2	**Project Appreciation**	Yes ☐No ☐ NA ☐	NA	
2.1	Location of site office	Yes ☐No ☐ NA ☐		
2.2	Review of scope of ToR and gap identification	Yes ☐No ☐ NA ☐	NA	
2.3	Key departments identified for various documents	Yes ☐No ☐ NA ☐		
2.4	Start and end location of project verified with client (Mention details)	Yes ☐No ☐ NA ☐		
2.5	Project description Start and End Chainage Village/District	Yes ☐No ☐ NA ☐		
2.6	Project location map On State Map On District Map	Yes ☐No ☐ NA ☐	NA	
2.7	Site photos and data of project alignment	Yes ☐No ☐ NA ☐	NA	
2.8	Overview of land use plans	Yes ☐No ☐ NA ☐	NA	
2.9	Overview of existing pavement conditions • Number of Lanes • Type of Pavement (Flexible/Rigid/Surfaced/ Unsurfaced)	Yes ☐No ☐ NA ☐		
2.10	Existing right of way details	Yes ☐No ☐ NA ☐		
2.11	Number/ Location of major and minor bridges	Yes ☐No ☐ NA ☐		
2.12	Number/ Location of level crossings	Yes ☐No ☐ NA ☐		
2.13	Number/ Location of ROB and RUB	Yes ☐No ☐ NA ☐		
2.14	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
3	**Approach Methodology**	Yes ☐No ☐ NA ☐	NA	
3.1	Engineering survey and investigations	Yes ☐No ☐ NA ☐	NA	
3.2	Design of road, pavements and structures	Yes ☐No ☐ NA ☐	NA	
3.3	Environment and social impact assessment	Yes ☐No ☐ NA ☐	NA	
3.4	Estimation of project cost, viability and financing options	Yes ☐No ☐ NA ☐	NA	
3.5	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
4	**Task Assignment and Manning Schedule**	Yes ☐No ☐NA ☐	NA	
4.1	Number of key personnel provided	Yes ☐No ☐NA ☐		
4.2	Specific tasks assigned to each key personnel	Yes ☐No ☐NA ☐	NA	
4.3	Manning schedule for key personnel	Yes ☐No ☐NA ☐	NA	
4.4	Number of key personnel deployed at site	Yes ☐No ☐NA ☐		
5	**Performa for data collection**	Yes ☐No ☐NA ☐	NA	
6	**Indicative design standards and cross sections**	Yes ☐No ☐NA ☐	NA	
7	**Development plans**	Yes ☐No ☐NA ☐	NA	
7.1	Overview of development plans being implemented/ proposed by local bodies	Yes ☐No ☐NA ☐	NA	
7.2	Overview of impact of such development plans	Yes ☐No ☐NA ☐	NA	
8	**Quality Assurance Plan**	Yes ☐No ☐NA ☐	NA	
8.1	Engineering surveys and investigation	Yes ☐No ☐NA ☐	NA	
8.2	Traffic surveys	Yes ☐No ☐NA ☐	NA	
8.3	Material geo-technical and sub-soil investigations	Yes ☐No ☐NA ☐	NA	
8.4	Road and pavement investigations	Yes ☐No ☐NA ☐	NA	
8.5	Investigation and design of bridges and structures	Yes ☐No ☐NA ☐	NA	
8.6	Environment and R&R assessment	Yes ☐No ☐NA ☐	NA	
8.7	Economic and financial analysis	Yes ☐No ☐NA ☐	NA	
8.8	Drawing and documentation	Yes ☐No ☐NA ☐	NA	
8.9	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
8.10	Discussion of draft QAP document with client	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
8.11	Approval of final QAP document by client	Yes ☐No ☐NA ☐	NA	
9	**Draft design Standards**	Yes ☐No ☐NA ☐	NA	
9.1	Geometric design standards of highway (Plain)	Yes ☐No ☐NA ☐	NA	
9.2	Geometric design standards of highway (Hilly)	Yes ☐No ☐NA ☐	NA	
10	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
10.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
10.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
10.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
10.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 2 – Feasibility Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Overview of client organization / activities**	Yes ☐No ☐NA ☐	NA	
3	**Methodology adopted for feasibility study**	Yes ☐No ☐NA ☐	NA	
4	**Socioeconomic profile of the project areas**	Yes ☐No ☐NA ☐	NA	
4.1	Regional economic profile basis last 10 years data as per IRC	Yes ☐No ☐NA ☐	NA	
4.2	Economic profile of project influence area basis last 10 years data as per IRC	Yes ☐No ☐NA ☐	NA	
4.3	Socio Economic status of project influence area	Yes ☐No ☐NA ☐	NA	
5	**Indicative design standards, methodologies, and specifications**	Yes ☐No ☐NA ☐	NA	
6	**Traffic surveys and analysis**	Yes ☐No ☐NA ☐	NA	
6.1	Classified traffic volume counts using IHMCL data (7 day data)	Yes ☐No ☐NA ☐	NA	
6.2	Traffic projection methodology as per IRC:108	Yes ☐No ☐NA ☐	NA	
6.3	Projected Traffic data for 20 years	Yes ☐No ☐NA ☐	NA	
6.4	Current and Projected PCU	Yes ☐No ☐NA ☐		
6.5	Current and Projected TVU	Yes ☐No ☐NA ☐		
6.6	Origin destination surveys as per IRC: 102	Yes ☐No ☐NA ☐	NA	
6.7	Speed and delay studies as per IRC:102	Yes ☐No ☐NA ☐	NA	
6.8	Traffic surveys for the design of road junctions as per data in IRC: SP:41	Yes ☐No ☐NA ☐	NA	
6.9	Analysis for replacing railway level crossings with over bridges/ subways	Yes ☐No ☐NA ☐	NA	
6.10	Axle load survey as per IRC:SP:19	Yes ☐No ☐NA ☐	NA	
6.11	Any other details relevant to the	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
	project			
6.12	Traffic surveys monitored and reviewed by the client	Yes ☐No ☐NA ☐	NA	
7	**Reconnaissance survey**	Yes ☐No ☐NA ☐	NA	
7.1	Road Inventory Survey as per IRC:SP:19	Yes ☐No ☐NA ☐	NA	
7.2	Review of Road Inventory survey by client	Yes ☐No ☐NA ☐	NA	
7.3	Chainage wise details of pavement composition survey	Yes ☐No ☐ NA ☐	NA	
7.4	Geological Survey • Geological Map of the Area • Seismicity	Yes ☐No ☐ NA ☐	NA	
7.5	Climatic Conditions • Temperature • Rainfall • Wind	Yes ☐No ☐ NA ☐	NA	
7.6	Pavement composition and condition survey as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
7.7	Review of pavement composition and condition survey by client	Yes ☐No ☐ NA ☐	NA	
7.8	Pavement roughness survey as per IRC:SP:16	Yes ☐No ☐ NA ☐	NA	
7.9	Review of pavement roughness survey by client	Yes ☐No ☐ NA ☐	NA	
7.10	Pavement structural strength survey as per IRC:81	Yes ☐No ☐ NA ☐	NA	
7.11	Review of pavement structural strength survey by client	Yes ☐No ☐ NA ☐	NA	
7.12	Sub grade characteristics and strengths	Yes ☐No ☐ NA ☐	NA	
7.13	Topographical survey as per IRC:SP:19 using LiDAR • Gradient • Terrain	Yes ☐No ☐ NA ☐	NA	
7.14	Review of topographical survey by client	Yes ☐No ☐ NA ☐	NA	
7.15	Inventory of bridges, culverts and structures	Yes ☐No ☐ NA ☐	NA	
7.16	Condition survey for bridges, culverts and structures	Yes ☐No ☐ NA ☐	NA	
7.17	Review of condition survey for bridges, culverts and structures	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
	by client			
7.18	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
8	**Geotechnical Survey**	Yes ☐No ☐ NA ☐	NA	
8.1	Geo-technical and sub-soil explorations as per IRC:78	Yes ☐No ☐ NA ☐	NA	
8.2	Bore holes dug for every pier and abutment	Yes ☐No ☐ NA ☐	NA	
8.3	Review of geo-technical and sub-soil explorations by client	Yes ☐No ☐ NA ☐	NA	
8.4	Field testing, soil sampling, laboratory testing in accordance with BIS/ AASHTO/ BS	Yes ☐No ☐ NA ☐	NA	
8.5	Recommendation of Foundation Type and Depth	Yes ☐No ☐ NA ☐	NA	
8.6	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
9	**Hydraulic and Hydrological Survey**	Yes ☐No ☐ NA ☐	NA	
9.1	Hydraulic and hydrological investigations as per IRC:SP:13 and IRC:5	Yes ☐No ☐ NA ☐	NA	
9.2	High Flood Level specified	Yes ☐No ☐ NA ☐	NA	
9.3	Depth of Water Table specified	Yes ☐No ☐ NA ☐	NA	
9.4	Ponded Water Level specified	Yes ☐No ☐ NA ☐	NA	
9.5	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
9.6	Review of hydrological investigations by client	Yes ☐No ☐ NA ☐	NA	
10	**Materials Survey**	Yes ☐No ☐ NA ☐	NA	
10.1	Materials Survey conducted as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
10.2	Sources of Naturally Occurring Aggregates specified • Details of Borrow Pits with Distance from Project Site • Cost of Material/ Transportation	Yes ☐No ☐ NA ☐		
10.3	Sources of Manufactured Items specified • Details of suppliers with distance from project site	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
	• Cost of material/ transportation			
10.4	Sources of water for construction specified as per IS: 456	Yes ☐No ☐ NA ☐	NA	
10.5	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
11	**Environmental screening/ preliminary environmental assessment**	Yes ☐No ☐ NA ☐	NA	
11.1	Analysis basis Initial Environment Examination in IRC: SP: 19	Yes ☐No ☐ NA ☐	NA	
11.2	Recommended feasible mitigation measures	Yes ☐No ☐ NA ☐	NA	
12	**Initial social assessment/ preliminary LA resettlement plan**	Yes ☐No ☐ NA ☐	NA	
12.1	Analysis basis Initial Environment Examination in IRC: SP: 19	Yes ☐No ☐ NA ☐	NA	
12.2	Details of consultation with potentially affected persons	Yes ☐No ☐ NA ☐	NA	
12.3	Names/ Details of consultation with local NGOs	Yes ☐No ☐ NA ☐		
12.4	Names/ Details of consultation with municipal authorities	Yes ☐No ☐ NA ☐		
12.5	Preliminary resettlement plan	Yes ☐No ☐ NA ☐	NA	
12.6	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
13	**Cost estimates**	Yes ☐No ☐ NA ☐	NA	
13.1	Item rates and rate analysis	Yes ☐No ☐ NA ☐	NA	
13.2	Escalation	Yes ☐No ☐ NA ☐	NA	
14	**Economic and financial analysis**		NA	
14.1	Estimated cost details	Yes ☐No ☐NA ☐	NA	
14.2	Projected revenues details	Yes ☐No ☐NA ☐	NA	
14.3	Assumptions stated	Yes ☐No ☐NA ☐	NA	
14.4	Analysis and results (IRR, Sensitivity Analysis, Financial Viability)	Yes ☐No ☐NA ☐	NA	
15	**Strip plan and Alignment**	Yes ☐No ☐NA ☐	NA	
15.1	Details of center line of proposed highway	Yes ☐No ☐NA ☐	NA	
15.2	Details of existing RoW	Yes ☐No ☐NA ☐	NA	
15.3	Details of proposed RoW	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
15.4	Details about ownership of land to be acquired	Yes ☐No ☐NA ☐	NA	
15.5	Strip plan basis reconnaissance and topographic surveys	Yes ☐No ☐NA ☐	NA	
15.6	Strip plan reviewed and approved by the client	Yes ☐No ☐NA ☐	NA	
16	**Alignment Options Study**	Yes ☐No ☐NA ☐	NA	
16.1	At least two alignments proposed • Details of Alignments on Map	Yes ☐No ☐NA ☐	NA	
16.2	Review of options with client	Yes ☐No ☐NA ☐	NA	
16.2.1	Review of options with local authority	Yes ☐No ☐NA ☐	NA	
16.3	Length of the project along proposed alignment options	Yes ☐No ☐NA ☐		
16.4	Land Acquisition required along alignment options	Yes ☐No ☐NA ☐		
16.4.1	Environmental impact of each option	Yes ☐No ☐NA ☐		
16.4.2	Review of road geometry and safety for each option	Yes ☐No ☐NA ☐		
16.5	Cost Estimates of alternatives	Yes ☐No ☐NA ☐		
16.6	Recommended Alignment with Justification	Yes ☐No ☐NA ☐	NA	
16.7	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
17	**Technical Specifications**	Yes ☐No ☐NA ☐	NA	
17.1	MoRTH technical specifications for Roads and Bridge works followed	Yes ☐No ☐NA ☐	NA	
17.2	Details of technical specifications	Yes ☐No ☐NA ☐	NA	
18	**Rate Analysis**	Yes ☐No ☐NA ☐	NA	
18.1	Rate analysis for all relevant items as per latest SoR	Yes ☐No ☐NA ☐	NA	
19	**Cost Estimates**	Yes ☐No ☐NA ☐	NA	
19.1	Cost estimates for all relevant items as per latest SoR	Yes ☐No ☐NA ☐	NA	
20	**Bill of quantities**	Yes ☐No ☐NA ☐	NA	
21	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
21.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
21.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
21.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
21.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 3 – LA and Clearances I Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐ NA ☐	NA	
2	**Strip plan- additional details added**	Yes ☐No ☐ NA ☐	NA	
2.1	Details of centreline, existing structures, road furniture and other features	Yes ☐No ☐ NA ☐	NA	
2.2	Widening scheme	Yes ☐No ☐NA ☐	NA	
2.3	New construction/ reconstruction of structures and amenities	Yes ☐No ☐NA ☐	NA	
2.4	Existing and proposed right of way	Yes ☐No ☐NA ☐	NA	
2.5	Clearances impacting each chainage	Yes ☐No ☐NA ☐	NA	
3	**Forest Clearance**	Yes ☐No ☐ NA ☐	NA	
3.1	Requirement for forest clearance identified	Yes ☐No ☐ NA ☐	NA	
3.2	Date/ Details of initial consultation with competent authority	Yes ☐No ☐ NA ☐		
3.3	Details/cost of trees being felled basis concerned District Forest Office	Yes ☐No ☐ NA ☐		
3.4	Date of submission of proposal for forest clearance	Yes ☐No ☐ NA ☐	NA	
3.5	Review of proposal by client	Yes ☐No ☐ NA ☐	NA	
4	**Wildlife Clearance**	Yes ☐No ☐ NA ☐	NA	
4.1	Requirement for wildlife clearance identified	Yes ☐No ☐ NA ☐	NA	
4.2	Date/ Details of initial consultation with competent authority	Yes ☐No ☐ NA ☐		
4.3	Details/cost of trees being felled basis concerned District Forest Office	Yes ☐No ☐ NA ☐		
4.4	Date of submission of proposal for wildlife clearance	Yes ☐No ☐ NA ☐		
4.5	Review of proposal by client	Yes ☐No ☐ NA ☐	NA	
5	**Utility Clearances (Electricity)**	Yes ☐No ☐ NA ☐	NA	
5.1	Identification of overground utilities	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
5.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
5.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		
5.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
5.5	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
5.6	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
5.7	Review of utility relocation plan/ proposal by client	Yes ☐No ☐ NA ☐	NA	
6	**Utility Clearances (Water)**	Yes ☐No ☐ NA ☐	NA	
6.1	Identification of overground utilities in RoW	Yes ☐No ☐ NA ☐	NA	
6.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
6.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		
6.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
6.5	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
6.6	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐	NA	
6.7	Review of utility relocation plan/ proposal by client	Yes ☐No ☐ NA ☐	NA	
7	**Utility Clearances (Others)**	Yes ☐No ☐ NA ☐	NA	
7.1	Identification of overground utilities in RoW	Yes ☐No ☐ NA ☐	NA	
7.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
7.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		
7.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
7.5	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
7.6	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
7.7	Review of utility relocation plan/ proposal	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
	by client			
8	**Railway Clearances**	Yes ☐No ☐ NA ☐	NA	
8.1	Identification of ROB/ RUB on project corridor	Yes ☐No ☐ NA ☐	NA	
8.2	Initial consultation with competent authority	Yes ☐No ☐ NA ☐	NA	
8.3	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
8.4	Review of GAD/ proposal by client	Yes ☐No ☐ NA ☐	NA	
9	**Other Clearances**	Yes ☐No ☐ NA ☐	NA	
9.1	Requirement for other clearances identified	Yes ☐No ☐ NA ☐	NA	
9.2	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
9.3	Review of proposal by client	Yes ☐No ☐ NA ☐	NA	
10	**Land Acquisition**	Yes ☐No ☐NA ☐	NA	
10.1	Detailed schedule about acquisition of landholdings as per land records	Yes ☐No ☐NA ☐	NA	
10.2	Consultation with affected persons	Yes ☐No ☐NA ☐	NA	
10.3	Name/ Details of consultation with NGOs	Yes ☐No ☐NA ☐		
10.4	Name/ Details of consultation with concerned government agencies	Yes ☐No ☐NA ☐		
10.5	Total land required, land area already available , land to be acquired identified	Yes ☐No ☐NA ☐		
10.6	Review of land acquisition using digital cadastral map by client	Yes ☐No ☐NA ☐	NA	
10.7	Draft 3a notification submitted	Yes ☐No ☐NA ☐	NA	
10.8	Review of 3a notification by client	Yes ☐No ☐NA ☐	NA	
10.9	Date of 3a gazette notification	Yes ☐No ☐NA ☐		
10.10	Draft 3a notification submitted	Yes ☐No ☐NA ☐	NA	
10.11	Review of 3A notification by client	Yes ☐No ☐NA ☐	NA	
10.12	Date of 3A gazette notification	Yes ☐No ☐NA ☐		
11	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
11.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
11.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
11.3	Report reviewed for errors and	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
	omissions			
11.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 4 – Detailed Project Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
1	**Main Report**	Yes ☐ No ☐ NA ☐	NA	
2	**Introduction and project background**	Yes ☐ No ☐ NA ☐	NA	
2.1	Overview of project location, project objectives etc.	Yes ☐ No ☐ NA ☐	NA	
2.2	Overview of report structure, deliverables etc.	Yes ☐ No ☐ NA ☐	NA	
3	**Social analysis of the project**	Yes ☐ No ☐ NA ☐	NA	
3.1	Project impact on stakeholders such as local people	Yes ☐ No ☐ NA ☐	NA	
3.2	Project impact on residential, commercial and public properties	Yes ☐ No ☐ NA ☐	NA	
3.3	Any other details relevant to the project	Yes ☐ No ☐ NA ☐	NA	
4	**Reconnaissance survey**	Yes ☐ No ☐ NA ☐	NA	
4.1	Geometric Features of the Existing Road Design Speed • Sight distance details • Horizontal Alignment Details • Vertical Alignment Details • Height of Embankment	Yes ☐ No ☐ NA ☐		
4.2	Topographical Survey using LiDAR (or equivalent technology) as per IRC:SP:19 • Gradient • Terrain	Yes ☐ No ☐ NA ☐	NA	
4.3	Pavement composition and condition survey as per IRC:SP:19	Yes ☐ No ☐ NA ☐	NA	
4.4	Pavement roughness survey as per IRC:SP:16	Yes ☐ No ☐ NA ☐	Na	
4.5	Pavement structural strength survey as per IRC:81	Yes ☐ No ☐ NA ☐	NA	
4.6	Geological Survey • Geological Map of the Area • Seismicity	Yes ☐ No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
4.7	Climatic Conditions • Temperature • Rainfall • Wind	Yes ☐ No ☐ NA ☐	NA	
4.8	Land Use along the existing alignment • Map of the Project Area depicting Agricultural/Habitation/Forest Area	Yes ☐ No ☐ NA ☐	NA	
4.9	Details of Existing Structures • Map of the Project Area depicting Hutments/Buildings/Temples/Public Building/Any Other Significant Structure	Yes ☐ No ☐ NA ☐	NA	
4.10	Inventory and condition survey of culverts	Yes ☐ No ☐ NA ☐	NA	
4.11	Geo-technical and sub-soil explorations as per IRC:78	Yes ☐ No ☐ NA ☐	NA	
4.12	Number of Bore holes dug (holes for every pier and abutment)	Yes ☐ No ☐ NA ☐		
4.13	Field testing, soil sampling, laboratory testing as per IRC: 78	Yes ☐ No ☐ NA ☐	NA	
4.14	Recommendation of Foundation Type and Depth	Yes ☐ No ☐ NA ☐		
4.15	Hydrological investigations as per IRC:5	Yes ☐ No ☐ NA ☐	NA	
4.16	High Flood Level specified	Yes ☐ No ☐ NA ☐	NA	
4.17	Depth of Water Table specified	Yes ☐ No ☐ NA ☐	NA	
4.18	Ponded Water Level specified	Yes ☐ No ☐ NA ☐	NA	
4.19	Materials Survey conducted as per IRC:SP:19	Yes ☐ No ☐ NA ☐	NA	
4.20	Sources of Naturally Occurring Aggregates specified • Details of Borrow Pits with Distance from Project Site • Cost of Material/Transportation	Yes ☐ No ☐ NA ☐		
4.20.1	Sources of environmentally friendly construction materials identified as per MoRT&H circular	Yes ☐ No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
4.21	Sources of Manufactured Items specified • Details of Suppliers with Distance from Project Site • Cost of Material/Transportation	Yes ☐No ☐ NA ☐	NA	
4.22	Source of Water for construction specified as per IS:456	Yes ☐No ☐ NA ☐	NA	
4.23	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
5	**Traffic studies and demand forecast designs**	Yes ☐No ☐ NA ☐	NA	
5.1	Classified traffic volume counts using IHMCL data (7 day data)	Yes ☐No ☐ NA ☐	NA	
5.2	Traffic projection methodology as per IRC:108	Yes ☐No ☐ NA ☐	NA	
5.3	Projected Traffic data for 20 years	Yes ☐No ☐ NA ☐	NA	
5.4	Current and Projected PCU	Yes ☐No ☐ NA ☐		
5.5	Current and Projected TVU	Yes ☐No ☐ NA ☐		
5.6	Origin destination surveys as per IRC: 102	Yes ☐No ☐ NA ☐	NA	
5.7	Speed and delay studies as per IRC:102	Yes ☐No ☐ NA ☐	NA	
5.8	Traffic surveys for the design of road junctions as per data in IRC: SP:41	Yes ☐No ☐NA ☐	NA	
5.9	Analysis for replacing railway level crossings with over bridges/ subways	Yes ☐No ☐NA ☐	NA	
5.10	Axle load survey as per IRC:SP:19	Yes ☐No ☐NA ☐	NA	
5.11	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
5.12	Traffic surveys monitored and reviewed by the client	Yes ☐No ☐NA ☐	NA	
6	**Cost estimates**	Yes ☐No ☐NA ☐	NA	
6.1	Project costing as per latest SoR	Yes ☐No ☐NA ☐	NA	
7	**Environmental aspects**	Yes ☐No ☐NA ☐	NA	
7.1	Environment profile of the project region	Yes ☐No ☐NA ☐	NA	
7.2	Details of Public consultation at residential and commercial settlements affected	Yes ☐No ☐NA ☐	NA	
7.3	Impact analysis and mitigation measures	Yes ☐No ☐NA ☐	NA	
8	**Economic and commercial analysis**	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
8.1	Estimated cost details	Yes ☐No ☐NA ☐	NA	
8.2	Projected revenues details	Yes ☐No ☐NA ☐	NA	
8.3	Assumptions stated	Yes ☐No ☐NA ☐	NA	
8.4	Analysis and results (IRR, Sensitivity Analysis, Financial Viability)	Yes ☐No ☐NA ☐	NA	
8.5	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
8.6	Financial model shared with client and reviewed	Yes ☐No ☐NA ☐	NA	
9	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
9.1	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
9.2	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
9.3	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	
10	**Design Report**	Yes ☐No ☐NA ☐	NA	
10.1	Highway improvement proposals	Yes ☐No ☐NA ☐	NA	
10.2	Highway geometric designs	Yes ☐No ☐NA ☐	NA	
10.3	Roadside drainage	Yes ☐No ☐NA ☐	NA	
10.4	Intersections	Yes ☐No ☐NA ☐	NA	
10.5	Urban service roads	Yes ☐No ☐NA ☐	NA	
10.6	Bus-stops	Yes ☐No ☐NA ☐	NA	
10.7	Toll plazas	Yes ☐No ☐NA ☐	NA	
10.8	Pedestrian crossings	Yes ☐No ☐NA ☐	NA	
10.9	Utility relocation	Yes ☐No ☐NA ☐	NA	
10.10	Pavement	Yes ☐No ☐NA ☐	NA	
10.11	Structures	Yes ☐No ☐NA ☐	NA	
10.12	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
10.13	Pavement deflection survey as per IRC 81-1997	Yes ☐No ☐NA ☐	NA	
10.14	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
11	**Materials Report**	Yes ☐No ☐NA ☐	NA	
11.1	Material investigations as per IRC:10	Yes ☐No ☐NA ☐	NA	
11.2	Review of material investigations by client	Yes ☐No ☐NA ☐	NA	
11.3	Multiple borrow areas identified	Yes ☐No ☐NA ☐	NA	
11.4	Material survey as per IRC: SP: 19	Yes ☐No ☐NA ☐	NA	
11.5	Review of material survey by client	Yes ☐No ☐NA ☐	NA	
11.6	Geo-technical and sub-soil explorations as per IRC:78	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
11.7	Review of geo-technical and sub-soil explorations by client	Yes ☐No ☐NA ☐	NA	
11.8	Field testing, soil sampling, laboratory testing in accordance with BIS/ AASHTO/ BS	Yes ☐No ☐NA ☐	NA	
11.9	Pavement composition and condition survey as per IRC:SP:19	Yes ☐No ☐NA ☐	NA	
11.10	Review of pavement composition and condition survey by client	Yes ☐No ☐NA ☐	NA	
11.11	Pavement roughness survey as per IRC:SP:16	Yes ☐No ☐NA ☐	NA	
11.12	Review of pavement roughness survey by client	Yes ☐No ☐NA ☐	NA	
11.13	Pavement structural strength survey as per IRC:81	Yes ☐No ☐NA ☐	NA	
11.14	Review of pavement structural strength survey by client	Yes ☐No ☐NA ☐	NA	
11.15	Water sample tests as per MoRTH specifications	Yes ☐No ☐NA ☐	NA	
11.16	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
12	**Environmental Assessment Report/ Resettlement and Rehabilitation Plan**	Yes ☐No ☐NA ☐	NA	
12.1	Option for alignment alternatives considered and conclusions	Yes ☐No ☐NA ☐	NA	
12.2	Land environment data collection and details/ impact/ mitigation measures	Yes ☐No ☐NA ☐	NA	
12.3	Air environment data collection and details/ impact/ mitigation measures	Yes ☐No ☐NA ☐	NA	
12.4	Water resources details/ impact/ mitigation measures	Yes ☐No ☐NA ☐	NA	
12.5	Noise environment details/ impact/ mitigation measures	Yes ☐No ☐NA ☐	NA	
12.6	Biological environment details/ impact/ mitigation measures	Yes ☐No ☐NA ☐	NA	
12.7	Details of public consultation	Yes ☐No ☐NA ☐	NA	
12.8	Environment monitoring and management plan	Yes ☐No ☐NA ☐	NA	
12.9	Details of social impact assessment	Yes ☐No ☐NA ☐	NA	
12.10	Details of resettlement and rehabilitation action plan	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
12.11	Measures to minimize resettlement	Yes ☐No ☐NA ☐	NA	
12.12	Details of public consultation with stakeholders	Yes ☐No ☐NA ☐	NA	
12.13	Details of implementation arrangement / budget	Yes ☐No ☐NA ☐	NA	
12.14	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
13	**Technical Specifications**	Yes ☐No ☐NA ☐	NA	
13.1	MoRTH technical specifications for Roads and Bridge works followed	Yes ☐No ☐NA ☐	NA	
13.2	Details of technical specifications	Yes ☐No ☐NA ☐	NA	
14	**Rate Analysis**	Yes ☐No ☐NA ☐	NA	
14.1	Rate analysis for all relevant items as per latest SoR	Yes ☐No ☐NA ☐	NA	
15	**Cost Estimates**	Yes ☐No ☐NA ☐	NA	
15.1	Cost estimates for all relevant items as per latest SoR	Yes ☐No ☐NA ☐	NA	
16	**Bill of quantities**	Yes ☐No ☐NA ☐	NA	
17	**Drawing Volume**	Yes ☐No ☐NA ☐	NA	
18	**Digital drawings of road**			
18.1	Highway cross sections	Yes ☐No ☐NA ☐		
18.2	3D engineered models of: • Road alignment geometry • Proposed highway • Proposed structures	Yes ☐No ☐NA ☐		

DPR Checklist – Stage 5 – Technical Schedules (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
1	**Bid documents- EPC**	Yes ☐No ☐NA ☐	NA	
2	**Bid documents- BOT/PPP**	Yes ☐No ☐NA ☐	NA	
3	**Bid documents- other, if any**	Yes ☐No ☐NA ☐	NA	
4	**Draft concession agreement**	Yes ☐No ☐NA ☐	NA	
4	**Schedule D - Specifications and standards**	Yes ☐No ☐NA ☐	NA	
5	**Any other relevant details**	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 6 – LA and Clearances II Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Environment Clearance**	Yes ☐No ☐NA ☐	NA	
2.1	Details of public hearings completed	Yes ☐No ☐NA ☐		
2.2	Date of final environment clearance by competent authority	Yes ☐No ☐NA ☐		
3	**Forest Clearance**	Yes ☐No ☐NA ☐	NA	
3.1	Date/ Details of Joint site inspection with DFO/ competent authority	Yes ☐No ☐NA ☐		
3.2	Date of Stage I forest clearance approval by competent authority	Yes ☐No ☐NA ☐		
3.3	Date of final forest clearance approval by competent authority	Yes ☐No ☐NA ☐		
4	**Wildlife Clearance**	Yes ☐No ☐NA ☐	NA	
4.1	Date/ Details of joint site inspection with DFO/ competent authority	Yes ☐No ☐NA ☐		
4.2	Date of final wildlife clearance approval by competent authority	Yes ☐No ☐NA ☐		
5	**Utility Clearances (Electricity)**	Yes ☐No ☐NA ☐	NA	
5.1	Date/ Details of Joint site inspection with competent authority	Yes ☐No ☐NA ☐		
5.2	Date of estimate submission by competent authority	Yes ☐No ☐NA ☐		
5.3	Date of estimate approval by competent authority	Yes ☐No ☐NA ☐		
5.4	Approved utility shifting proposal including strip plan	Yes ☐No ☐NA ☐		
5.5	Details of approved contractors, SoR and deposit details for user agency	Yes ☐No ☐NA ☐	NA	
5.6	Utilities checklist, no upgradation certificate attached	Yes ☐No ☐NA ☐		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
6.2	Date of estimate submission by competent authority	Yes ☐No ☐NA ☐		
6.3	Date of estimate approval by competent authority	Yes ☐No ☐NA ☐		
6.4	Approved utility shifting proposal including strip plan	Yes ☐No ☐NA ☐		
6.5	Details of approved contractors, SoR and deposit details for user agency	Yes ☐No ☐NA ☐	NA	
6.6	Utilities checklist, no upgradation certificate attached	Yes ☐No ☐NA ☐		
7.2	Date of estimate submission by competent authority	Yes ☐No ☐NA ☐		
7.3	Date of estimate approval by competent authority	Yes ☐No ☐NA ☐		
7.4	Approved utility shifting proposal including strip plan	Yes ☐No ☐NA ☐		
7.5	Details of approved contractors, SoR and deposit details for user agency	Yes ☐No ☐NA ☐	NA	
7.6	Utilities checklist, no upgradation certificate attached	Yes ☐No ☐NA ☐		
8.2	Date of final approval of GAD by competent authority	Yes ☐No ☐NA ☐		
9	**Other Clearances**	Yes ☐No ☐NA ☐	NA	
9.1	Date of final approval by competent authority	Yes ☐No ☐NA ☐		
10	**Land Acquisition**	Yes ☐No ☐NA ☐	NA	
10.1	Draft 3a notification submitted	Yes ☐No ☐NA ☐		
10.2	Review of 3a notification by client	Yes ☐No ☐NA ☐		
10.3	Date of 3a gazette notification	Yes ☐No ☐NA ☐		
10.4	Draft 3a notification submitted	Yes ☐No ☐NA ☐		
10.5	Review of 3A notification by client	Yes ☐No ☐NA ☐		
10.6	Date of 3A gazette notification	Yes ☐No ☐NA ☐		
10.7	Date of Joint Measurement Survey with competent authority	Yes ☐No ☐NA ☐		
10.7.1	Date of survey - village wise	Yes ☐No ☐NA ☐	NA	
10.7.2	Land type –by survey number	Yes ☐No ☐NA ☐	NA	
10.7.3	Nature of Land –by survey number	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
10.7.4	Ownership status of plots- by survey number	Yes ☐No ☐NA ☐	NA	
10.7.5	Verification of area to be acquired – by survey number	Yes ☐No ☐NA ☐	NA	
10.7.6	List of structures on each plot	Yes ☐No ☐NA ☐	NA	
10.7.7	Sketches of updated alignment by village	Yes ☐No ☐NA ☐	NA	
10.7.8	Verification from Land revenue department	Yes ☐No ☐NA ☐	NA	
10.7.9	Verification by CALA office	Yes ☐No ☐NA ☐	NA	

1.1.1 DPR Checklist – Stage 7 – Award determination (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Village level summary**	Yes ☐No ☐NA ☐	NA	
2.1	Total private and public land being acquired	Yes ☐No ☐NA ☐	NA	
2.2	Variation in area and nature of land against 3D with justification	Yes ☐No ☐NA ☐	NA	
2.3	Method used by CALA to arrive at award	Yes ☐No ☐NA ☐	NA	
2.4	Date of award by CALA and approval by NHIDCL along with valuation report			
2.5	Total award calculated and deviation from RFCTLARR act	Yes ☐No ☐NA ☐	NA	
3	**In detail for each Village**	Yes ☐No ☐NA ☐	NA	
3.1	Updated land acquisition tracker with status of: • Notifications • Award • Disbursement	Yes ☐No ☐NA ☐	NA	
3.2	Valuation report and details of award calculation- verification by state authority to be included	Yes ☐No ☐NA ☐	NA	
3.3	Claims report	Yes ☐No ☐NA ☐	NA	
3.4	Copies of notifications published	Yes ☐No ☐NA ☐	NA	
3.5	Copies of land possession certificates received	Yes ☐No ☐NA ☐	NA	
4	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
4.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
4.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
4.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	

1.1.2 DPR Checklist – Stage 8 – Land possession report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Village level summary**	Yes ☐No ☐NA ☐	NA	
2.1	Total private and public land being acquired	Yes ☐No ☐NA ☐	NA	
2.2	Date of final award by CALA and approval by NHIDCL			
2.3	Status of disbursement on date of receipt of Land possession certificate	Yes ☐No ☐NA ☐	NA	
2.4	Key issues being faced in completing land acquisition, if any	Yes ☐No ☐NA ☐	NA	
3	**In detail for each Village**	Yes ☐No ☐NA ☐	NA	
3.1	Updated land acquisition tracker with status of: • Notifications • Award • Disbursement	Yes ☐No ☐NA ☐	NA	
3.2	Final award and claims report	Yes ☐No ☐NA ☐	NA	
3.3	Copies of notifications published, land possession certificates received	Yes ☐No ☐NA ☐	NA	
4	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
4.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
4.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
4.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	
5	**GIS Map containing digested details of land parcels acquired with all relevant details**	**Yes ☐No ☐NA ☐**	**NA**	

Annexure III: Checklists for Structures such as ROB/ RUB

DPR Checklist – Stage 1 – Inception Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐ NA ☐	NA	
2	**Project Appreciation**	Yes ☐No ☐ NA ☐	NA	
2.1	Location of site office	Yes ☐No ☐ NA ☐		
2.2	Review of scope of ToR and gap identification	Yes ☐No ☐ NA ☐	NA	
2.3	Details of key departments for documents	Yes ☐No ☐ NA ☐		
2.4	Project description • Existing LC number • Start and End Chainage • Village/District	Yes ☐No ☐ NA ☐		
2.5	Project location map • On State Map • On District Map • Latitude & Longitude Coordinates of the LC	Yes ☐No ☐ NA ☐		
2.6	Details of Existing Level Crossing • Number of Railway Tracks • Type of Railway Tracks (Broad/Metre/Narrow) • No. of trains per day	Yes ☐No ☐ NA ☐		
2.7	Justification for need of an ROB/RUB (on basis of TVU count)	Yes ☐No ☐ NA ☐	NA	
2.8	Overview of land use plans	Yes ☐No ☐ NA ☐	NA	
2.9	Overview of existing pavement conditions • Number of Lanes • Type of Pavement (Flexible/Rigid/Surfaced/Unsurfaced)	Yes ☐No ☐ NA ☐		
2.10	Existing right of way details	Yes ☐No ☐ NA ☐		
2.11	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
3	**Approach Methodology**	Yes ☐No ☐ NA ☐	NA	
3.1	Engineering survey and	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
	investigations			
3.2	Design of road, pavements and structures	Yes ☐No ☐ NA ☐	NA	
3.3	Environment and social impact assessment	Yes ☐No ☐ NA ☐	NA	
3.4	Estimation of project cost, viability and financing options	Yes ☐No ☐ NA ☐	NA	
3.5	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
4	**Task Assignment and Manning Schedule**	Yes ☐No ☐NA ☐	NA	
4.1	Number of key personnel provided	Yes ☐No ☐NA ☐		
4.2	Specific tasks assigned to each key personnel	Yes ☐No ☐NA ☐	NA	
4.3	Manning schedule for key personnel	Yes ☐No ☐NA ☐	NA	
4.4	Number of key personnel deployed at site	Yes ☐No ☐NA ☐		
5	**Performa for data collection**	Yes ☐No ☐NA ☐	NA	
6	**Indicative Design standards and cross sections**	Yes ☐No ☐NA ☐	NA	
7	**Development plans**	Yes ☐No ☐NA ☐	NA	
7.1	Overview of development plans being implemented/ proposed by local bodies	Yes ☐No ☐NA ☐	NA	
7.2	Overview of impact of such development plans	Yes ☐No ☐NA ☐	NA	
8	**Quality Assurance Plan**	Yes ☐No ☐NA ☐	NA	
8.1	Engineering surveys and investigation	Yes ☐No ☐NA ☐	NA	
8.2	Traffic surveys	Yes ☐No ☐NA ☐	NA	
8.3	Material geo-technical and sub-soil investigations	Yes ☐No ☐NA ☐	NA	
8.4	Road and pavement investigations	Yes ☐No ☐NA ☐	NA	
8.5	Investigation and design of bridges and structures	Yes ☐No ☐NA ☐	NA	
8.6	Environment and R&R assessment	Yes ☐No ☐NA ☐	NA	
8.7	Economic and financial analysis	Yes ☐No ☐NA ☐	NA	
8.8	Drawing and documentation	Yes ☐No ☐NA ☐	NA	
8.9	Discussion of draft QAP document with client	Yes ☐No ☐NA ☐	NA	
8.10	Approval of final QAP document by client	Yes ☐No ☐NA ☐	NA	
8.11	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
9	**Draft design standards**	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
9.1	Geometric design standards of bridges (Plain)	Yes ☐No ☐NA ☐	NA	
9.2	Geometric design standards of bridges (Hilly)	Yes ☐No ☐NA ☐	NA	
9.3	Any other details relevant to the project	Yes ☐No ☐NA ☐	NA	
10	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
10.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
10.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
10.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
10.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 2 – Feasibility Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐ NA ☐	NA	
2	**Overview of client organization / activities**	Yes ☐No ☐ NA ☐	NA	
3	**Methodology adopted for feasibility study**	Yes ☐No ☐ NA ☐	NA	
4	**Socioeconomic profile of the project areas**	Yes ☐No ☐ NA ☐	NA	
4.1	Regional economic profile basis last 10 years data as per IRC	Yes ☐No ☐ NA ☐	NA	
4.2	Economic profile of project influence area basis last 10 years data as per IRC	Yes ☐No ☐ NA ☐	NA	
4.3	Socio Economic status of project influence area	Yes ☐No ☐ NA ☐	NA	
5	**Indicative design standards, methodologies, and specifications**	Yes ☐No ☐ NA ☐	NA	
6	**Traffic surveys and analysis**	Yes ☐No ☐ NA ☐	NA	
6.1	Classified traffic volume counts using IHMCL data (7 day)	Yes ☐No ☐ NA ☐	NA	
6.2	Traffic projection methodology as per IRC:108	Yes ☐No ☐ NA ☐	NA	
6.3	Projected Traffic data for 20 years	Yes ☐No ☐ NA ☐	NA	
6.4	Current and Projected PCU	Yes ☐No ☐ NA ☐		
6.5	Current and Projected TVU	Yes ☐No ☐ NA ☐		
6.6	Axle load survey as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
6.7	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
6.8	Traffic surveys monitored and reviewed by the client	Yes ☐No ☐ NA ☐	NA	
7	**Reconnaissance survey**	Yes ☐No ☐ NA ☐	NA	
7.1	Road Inventory as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
7.2	Review of Road Inventory Survey by client	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
7.3	Geometric Features of the Existing Road • Design Speed • Sight distance elements • Horizontal Alignment Details • Vertical Alignment Details • Height of Embankment	Yes ☐No ☐ NA ☐	NA	
7.4	Topographical Survey as per IRC:SP:19 using LiDAR or equivalent technology • Gradient • Terrain	Yes ☐No ☐ NA ☐	NA	
7.5	Review of topographical survey by client	Yes ☐No ☐ NA ☐	NA	
7.6	Pavement composition and condition survey as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
7.7	Geological Survey • Geological Map of the Area • Seismicity	Yes ☐No ☐ NA ☐	NA	
7.8	Climatic Conditions • Temperature • Rainfall • Wind	Yes ☐No ☐ NA ☐	NA	
7.9	Land Use along the existing alignment • Map of the Project Area depicting Agricultural/Habitation/Forest Area	Yes ☐No ☐ NA ☐	NA	
7.10	Details of Existing Structures • Map of the Project Area depicting Hutments/Buildings/Temples/Public Building/Any Other Significant Structure	Yes ☐No ☐ NA ☐	NA	
7.11	Inventory and condition survey of culverts	Yes ☐No ☐ NA ☐	NA	
7.12	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
8	**Geotechnical Survey**	Yes ☐No ☐ NA ☐	NA	
8.1	Geo-technical and sub-soil explorations as per IRC:78	Yes ☐No ☐ NA ☐	NA	
8.2	Number of Bore holes dug (holds for every pier and abutment)	Yes ☐No ☐ NA ☐		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
8.3	Review of geo-technical and sub-soil explorations by client	Yes ☐ No ☐ NA ☐	NA	
8.4	Field testing, soil sampling, laboratory testing as per IRC:78	Yes ☐ No ☐ NA ☐	NA	
8.5	Recommendation of Foundation Type and Depth	Yes ☐ No ☐ NA ☐		
8.6	Any other details relevant to the project	Yes ☐ No ☐ NA ☐	NA	
9	**Hydraulic & Hydrological Survey**	Yes ☐ No ☐ NA ☐	NA	
9.1	Hydrological investigations as per IRC:5 and IRC: 13	Yes ☐ No ☐ NA ☐	NA	
9.2	High Flood Level specified	Yes ☐ No ☐ NA ☐	NA	
9.3	Depth of Water Table specified	Yes ☐ No ☐ NA ☐	NA	
9.4	Ponded Water Level specified	Yes ☐ No ☐ NA ☐	NA	
9.5	Any other details relevant to the project	Yes ☐ No ☐ NA ☐	NA	
9.6	Review of Hydrological Survey by the client	Yes ☐ No ☐ NA ☐	NA	
10	**Materials Survey**	Yes ☐ No ☐ NA ☐	NA	
10.1	Materials Survey conducted as per IRC:SP:19	Yes ☐ No ☐ NA ☐	NA	
10.2	Sources of Naturally Occurring Aggregates specified • Details of Borrow Pits with Distance from Project Site • Cost of Material/Transportation	Yes ☐ No ☐ NA ☐		
10.3	Sources of Manufactured Items specified • Details of Suppliers with Distance from Project Site • Cost of Material/Transportation	Yes ☐ No ☐ NA ☐	NA	
10.4	Source of Water for construction specified as per IS:456	Yes ☐ No ☐ NA ☐	NA	
10.5	Any other details relevant to the project	Yes ☐ No ☐ NA ☐	NA	
11	**Determination of whether ROB or RUB is appropriate**	Yes ☐ No ☐ NA ☐	NA	
11.1	Justification of whether ROB or RUB should be built	Yes ☐ No ☐ NA ☐	NA	
11.2	Review of justification by client	Yes ☐ No ☐ NA ☐	NA	
12	**Alignment Options Study**	Yes ☐ No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
12.1	At least two alignments proposed • Details of Alignments on Map	Yes ☐No ☐ NA ☐	NA	
12.2	Review of options with client	Yes ☐No ☐ NA ☐	NA	
12.2.1	Review of options with local authority	Yes ☐No ☐NA ☐	NA	
12.3	Length of the project along proposed alignment options	Yes ☐No ☐ NA ☐	NA	
12.4	Land Acquisition required along alignment options	Yes ☐No ☐ NA ☐	NA	
12.5	Cost Estimates of alternatives	Yes ☐No ☐ NA ☐	NA	
12.6	Recommended Alignment with Justification	Yes ☐No ☐ NA ☐		
12.7	Skew Angle of Proposed Alignment Specified	Yes ☐No ☐ NA ☐		
12.7.1	Environmental impact of each option	Yes ☐No ☐NA ☐		
12.7.2	Review of road geometry and safety for each option	Yes ☐No ☐NA ☐	NA	
12.9	Traffic Diversion Route Specified	Yes ☐No ☐ NA ☐	NA	
12.10	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
13	**Environmental screening/ preliminary environmental assessment**	Yes ☐No ☐ NA ☐	NA	
13.1	Analysis basis Initial Environment Examination in IRC: SP: 19	Yes ☐No ☐ NA ☐	NA	
13.2	Recommended feasible mitigation measures	Yes ☐No ☐ NA ☐	NA	
14	**Initial social assessment/ preliminary LA resettlement plan**	Yes ☐No ☐ NA ☐	NA	
14.1	Analysis basis Initial Environment Examination in IRC: SP: 19	Yes ☐No ☐ NA ☐	NA	
14.2	Details of consultation with potentially affected persons	Yes ☐No ☐ NA ☐	NA	
14.3	Details of consultation with local NGOs	Yes ☐No ☐ NA ☐	NA	
14.4	Details of consultation with municipal authorities	Yes ☐No ☐ NA ☐	NA	
14.5	Preliminary resettlement plan	Yes ☐No ☐ NA ☐	NA	
14.6	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
15	**Cost estimates**	Yes ☐No ☐ NA ☐	NA	
15.1	Item rates and rate analysis	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
15.2	Escalation	Yes ☐No ☐ NA ☐	NA	
16	**Economic and financial analysis**	Yes ☐No ☐ NA ☐	NA	
16.1	Estimated cost details	Yes ☐No ☐ NA ☐	NA	
16.2	Projected revenues details	Yes ☐No ☐ NA ☐	NA	
16.3	Assumptions stated	Yes ☐No ☐ NA ☐	NA	
16.4	Analysis and results • IRR • Sensitivity Analysis • Financial Viability	Yes ☐No ☐ NA ☐	NA	
16.5	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
17	**Strip Plan**		NA	
17.1	Details of center line of proposed structure	Yes ☐No ☐ NA ☐	NA	
17.2	Details of existing RoW	Yes ☐No ☐ NA ☐		
17.3	Details of proposed RoW	Yes ☐No ☐ NA ☐		
17.4	Details about ownership of land to be acquired	Yes ☐No ☐ NA ☐	NA	
17.5	Strip plan basis reconnaissance and topographic surveys	Yes ☐No ☐ NA ☐	NA	
17.6	Strip plan reviewed and approved by the client	Yes ☐No ☐ NA ☐	NA	
17.7	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
11	**Strip plan- additional details added**	Yes ☐No ☐NA ☐	NA	
11.1	Details of centreline, existing structures, road furniture and other features	Yes ☐No ☐NA ☐	NA	
11.2	Widening scheme	Yes ☐No ☐NA ☐	NA	
11.3	New construction/ reconstruction of structures and amenities	Yes ☐No ☐NA ☐	NA	
11.4	Existing and proposed right of way	Yes ☐No ☐NA ☐	NA	
11.5	Clearances impacting each chainage	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 3 – LA and Clearances I Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐ NA ☐	NA	
2	**Environment Clearance**	Yes ☐No ☐ NA ☐	NA	
2.1	Requirement for environment clearance identified	Yes ☐No ☐ NA ☐	NA	
2.2	Date/ Details of Initial consultation with competent authority	Yes ☐No ☐ NA ☐		
2.3	Date of submission of draft EIA report/ proposal for clearance	Yes ☐No ☐ NA ☐	NA	
2.4	Review of proposal/ EIA report by client	Yes ☐No ☐ NA ☐	NA	
3	**Forest Clearance**	Yes ☐No ☐ NA ☐	NA	
3.1	Requirement for forest clearance identified	Yes ☐No ☐ NA ☐	NA	
3.2	Date/ Details of initial consultation with competent authority	Yes ☐No ☐ NA ☐		
3.3	Details/cost of trees being felled basis concerned District Forest Office	Yes ☐No ☐ NA ☐		
3.4	Date of submission of proposal for forest clearance	Yes ☐No ☐ NA ☐	NA	
3.5	Review of proposal by client	Yes ☐No ☐ NA ☐	NA	
4	**Wildlife Clearance**	Yes ☐No ☐ NA ☐	NA	
4.1	Requirement for wildlife clearance identified	Yes ☐No ☐ NA ☐	NA	
4.2	Date/ Details of initial consultation with competent authority	Yes ☐No ☐ NA ☐		
4.3	Details/cost of trees being felled basis concerned District Forest Office	Yes ☐No ☐ NA ☐		
4.4	Date of submission of proposal for wildlife clearance	Yes ☐No ☐ NA ☐		
4.5	Review of proposal by client	Yes ☐No ☐ NA ☐	NA	
5	**Utility Clearances (Electricity)**	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
5.1	Identification of overground utilities	Yes ☐No ☐ NA ☐	NA	
5.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
5.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		
5.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
5.5	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
5.6	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
5.7	Review of utility relocation plan/ proposal by client	Yes ☐No ☐ NA ☐	NA	
6	**Utility Clearances (Water)**	Yes ☐No ☐ NA ☐	NA	
6.1	Identification of overground utilities in RoW	Yes ☐No ☐ NA ☐	NA	
6.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
6.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		
6.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
6.5	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
6.6	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐	NA	
6.7	Review of utility relocation plan/ proposal by client	Yes ☐No ☐ NA ☐	NA	
7	**Utility Clearances (Others)**	Yes ☐No ☐ NA ☐	NA	
7.1	Identification of over ground utilities in RoW	Yes ☐No ☐ NA ☐	NA	
7.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
7.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
7.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐ No ☐ NA ☐	NA	
7.5	Cost for relocation as per authority	Yes ☐ No ☐ NA ☐		
7.6	Date of proposal submission to competent authority	Yes ☐ No ☐ NA ☐		
7.7	Review of utility relocation plan/ proposal by client	Yes ☐ No ☐ NA ☐	NA	
8	**Railway Clearances**	Yes ☐ No ☐ NA ☐	NA	
8.1	Identification of ROB/ RUB on project corridor	Yes ☐ No ☐ NA ☐	NA	
8.2	Initial consultation with competent authority	Yes ☐ No ☐ NA ☐	NA	
8.3	Date of proposal submission to competent authority	Yes ☐ No ☐ NA ☐		
8.4	Review of GAD/ proposal by client	Yes ☐ No ☐ NA ☐	NA	
9	**Other Clearances**	Yes ☐ No ☐ NA ☐	NA	
9.1	Requirement for other clearances identified	Yes ☐ No ☐ NA ☐	NA	
9.2	Date of proposal submission to competent authority	Yes ☐ No ☐ NA ☐		
9.3	Review of proposal by client	Yes ☐ No ☐ NA ☐	NA	
10	**Land Acquisition**	Yes ☐ No ☐ NA ☐	NA	
10.1	Detailed schedule about acquisition of landholdings as per land records	Yes ☐ No ☐ NA ☐	NA	
10.2	Consultation with affected persons	Yes ☐ No ☐ NA ☐	NA	
10.3	Name/ Details of consultation with NGOs	Yes ☐ No ☐ NA ☐		
10.4	Name/ Details of consultation with concerned government agencies	Yes ☐ No ☐ NA ☐		
10.5	Total land required, land area already available , land to be acquired identified	Yes ☐ No ☐ NA ☐		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
10.6	Review of land acquisition using digital cadastral map by client	Yes ☐No ☐ NA ☐	NA	
11	**Strip plan- additional details added**	Yes ☐No ☐NA ☐	NA	11
11.1	Details of centreline, existing structures,roadfurnitureandother features	Yes ☐No ☐NA ☐	NA	11.1
11.2	Widening scheme	Yes ☐No ☐NA ☐	NA	11.2
11.3	New construction/ reconstruction of structures andamenities	Yes ☐No ☐NA ☐	NA	11.3
11.4	Existing and proposed right of way	Yes ☐No ☐NA ☐	NA	11.4
11.5	Clearances impacting each chainage	Yes ☐No ☐NA ☐	NA	11.5
12	**Conclusions and recommendations**	Yes ☐No ☐ NA ☐	NA	
12.1	Conclusions and recommendations	Yes ☐No ☐ NA ☐	NA	
12.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐ NA ☐	NA	
12.3	Report reviewed for errors and omissions	Yes ☐No ☐ NA ☐	NA	
12.4	Compliance report prepared on client observations	Yes ☐No ☐ NA ☐	NA	

DPR Checklist – Stage 4 – Detailed Project Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Project background**	Yes ☐No ☐ NA ☐	NA	
1.1	Project description • Existing LC number • Start and End Chainage • Village/District	Yes ☐No ☐ NA ☐		
1.2	Project location map • On State Map • On District Map • Latitude & Longitude Coordinates of the LC	Yes ☐No ☐ NA ☐		
1.3	Details of Existing Level Crossing • Number of Railway Tracks • Type of Railway Tracks (Broad/Metre/Narrow) • No. of trains per day	Yes ☐No ☐ NA ☐		
1.4	Justification for need of an ROB/RUB (on basis of TVU count)	Yes ☐No ☐ NA ☐	NA	
1.5	Overview of land use plans	Yes ☐No ☐ NA ☐	NA	
1.6	Overview of existing pavement conditions • Number of Lanes • Type of Pavement (Flexible/Rigid/Surfaced/Unsurfaced)	Yes ☐No ☐ NA ☐		
1.7	Existing right of way details	Yes ☐No ☐ NA ☐		
1.8	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
2	**Social analysis of the project**	Yes ☐No ☐ NA ☐	NA	
2.1	Project impact on stakeholders such as local people	Yes ☐No ☐ NA ☐	NA	
2.2	Project impact on residential, commercial and public properties	Yes ☐No ☐ NA ☐	NA	
2.3	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
3	**Reconnaissance survey**	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
3.1	Geometric Features of the Existing Road • Design Speed • Sight distance details • Horizontal Alignment Details • Vertical Alignment Details • Height of Embankment	Yes ☐No ☐ NA ☐		
3.2	Topographical Survey using LiDAR or equivalent technology as per IRC:SP:19 • Gradient • Terrain	Yes ☐No ☐ NA ☐	NA	
3.3	Pavement composition and condition survey as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
3.4	Geological Survey • Geological Map of the Area • Seismicity	Yes ☐No ☐ NA ☐	NA	
3.5	Climatic Conditions • Temperature • Rainfall • Wind	Yes ☐No ☐ NA ☐	NA	
3.6	Land Use along the existing alignment • Map of the Project Area depicting Agricultural/Habitation/Forest Area	Yes ☐No ☐ NA ☐	NA	
3.7	Details of Existing Structures • Map of the Project Area depicting Hutments/Buildings/Temples/Public Building/Any Other Significant Structure	Yes ☐No ☐ NA ☐	NA	
3.8	Inventory and condition survey of culverts	Yes ☐No ☐ NA ☐	NA	
3.9	Geo-technical and sub-soil explorations as per IRC:78	Yes ☐No ☐ NA ☐	NA	
3.10	Number of Bore holes dug (holds for every pier and abutment)	Yes ☐No ☐ NA ☐		
3.11	Field testing, soil sampling, laboratory testing as per IRC: 78	Yes ☐No ☐ NA ☐	NA	
3.12	Recommendation of Foundation Type and Depth	Yes ☐No ☐ NA ☐		
3.13	Hydraulic and Hydrological investigations as per IRC:5	Yes ☐No ☐ NA ☐	NA	
3.14	High Flood Level specified	Yes ☐No ☐ NA ☐	NA	
3.15	Depth of Water Table specified	Yes ☐No ☐ NA ☐	NA	
3.16	Ponded Water Level specified	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
3.17	Materials Survey conducted as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
3.18	Sources of Naturally Occurring Aggregates specified • Details of Borrow Pits with Distance from Project Site • Cost of Material/Transportation	Yes ☐No ☐ NA ☐		
3.19	Sources of Manufactured Items specified • Details of Suppliers with Distance from Project Site • Cost of Material/Transportation	Yes ☐No ☐ NA ☐	NA	
3.19.1	Sources of environmentally friendly construction materials identified as per MoRT&H circular	Yes ☐No ☐NA ☐	NA	
3.20	Source of Water for construction specified as per IS:456	Yes ☐No ☐ NA ☐	NA	
3.21	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
4	**Traffic surveys and analysis**	Yes ☐No ☐ NA ☐	NA	
4.1	Classified traffic volume counts using IHMCL data (7 day)	Yes ☐No ☐ NA ☐	NA	
4.2	Traffic projection as per IRC:108	Yes ☐No ☐ NA ☐	NA	
4.3	Projected Traffic data for 20 years	Yes ☐No ☐ NA ☐	NA	
4.4	Current and Projected PCU	Yes ☐No ☐ NA ☐		
4.5	Current and Projected TVU	Yes ☐No ☐ NA ☐		
4.6	Axle load survey as per IRC:SP:19	Yes ☐No ☐ NA ☐	NA	
4.7	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
5	**Determination of whether ROB or RUB is appropriate**	Yes ☐No ☐ NA ☐	NA	
5.1	Justification of whether ROB or RUB should be built	Yes ☐No ☐ NA ☐	NA	
6	**Alignment Options Study**	Yes ☐No ☐ NA ☐	NA	
6.1	At least two alignments proposed • Details of Alignments on Map	Yes ☐No ☐ NA ☐	NA	
6.2	Length of the project along proposed alignment options	Yes ☐No ☐ NA ☐	NA	
6.3	Land Acquisition required along alignment options	Yes ☐No ☐ NA ☐	NA	
6.4	Cost Estimates of alternatives	Yes ☐No ☐ NA ☐	NA	
6.5	Recommended Alignment with Justification	Yes ☐No ☐ NA ☐		
6.6	Skew Angle of Proposed Alignment Specified	Yes ☐No ☐ NA ☐		
6.7	Traffic Diversion Route Specified	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
6.8	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
7	**Design Specifications**	Yes ☐No ☐ NA ☐	NA	
7.1	Number of Lanes	Yes ☐No ☐ NA ☐		
7.2	Width of ROB • Width of Carriageway • Width of Safety Kerbs • Width of Footpath • Any other	Yes ☐No ☐ NA ☐		
7.3	Proposed Number of Lanes on ROB in line with PCU as per latest MoRTH guidelines	Yes ☐No ☐ NA ☐	NA	
7.4	Proposed Length of the Project • Length of ROB • Length of Viaduct • Length of RE Wall • Length of Approach Road • Length of Service Road	Yes ☐No ☐ NA ☐		
7.5	Span Arrangement • Span Length • Number of Spans	Yes ☐No ☐ NA ☐		
7.6	Are all spans of standardised length as per Railways standards (https://ircep.gov.in/RCApproval/) • If non-standardised, suitable justification provided	Yes ☐No ☐ NA ☐	NA	
7.7	Details of Proposed Superstructure Design • Type • Details of Material Use Proposed • Drawings of Cross-Sections	Yes ☐No ☐ NA ☐	NA	
7.8	Details of Proposed Substructure Design Type • Details of Material Use Proposed • Drawings of Cross-Sections	Yes ☐No ☐ NA ☐	NA	
7.9	Details of Proposed Pavement Design Type • Details of Material Use Proposed • Thickness • Design MSA • Drawings of Cross-Sections	Yes ☐No ☐ NA ☐	NA	
7.10	Details of Drainage Structures Proposed	Yes ☐No ☐ NA ☐	NA	
7.11	Any other details relevant to the project	Yes ☐No ☐ NA ☐	NA	
8	**Cost estimates**	Yes ☐No ☐ NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
8.1	Summary of Cost Estimates (Refer following subsection)	Yes ☐No ☐ NA ☐		
8.2	Detailed Abstract of Cost	Yes ☐No ☐ NA ☐	NA	
8.3	Detailed Bills of Quantity	Yes ☐No ☐ NA ☐	NA	
8.4	Detailed Rate Analysis	Yes ☐No ☐ NA ☐	NA	
9	**Financial Viability**	Yes ☐No ☐ NA ☐	NA	
9.1	Estimated cost details	Yes ☐No ☐ NA ☐	NA	
9.2	Projected revenues details	Yes ☐No ☐ NA ☐	NA	
9.3	Assumptions stated	Yes ☐No ☐ NA ☐	NA	
9.4	Analysis and results • IRR • Sensitivity Analysis • Financial Viability	Yes ☐No ☐ NA ☐		
10	**Land Acquisition Study**	Yes ☐No ☐ NA ☐	NA	
10.1	Land Acquisition Details • Total Land Required • Land Area already available • Area of Land to be Acquired	Yes ☐No ☐ NA ☐		
10.3	Details of LA Cost	Yes ☐No ☐ NA ☐		
11	**Utility Shifting Study**	Yes ☐No ☐ NA ☐	NA	
11.1	Results of GPR investigation	Yes ☐No ☐ NA ☐	NA	
11.2	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
11.3	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
12	**General Arrangement Drawing**	Yes ☐No ☐ NA ☐	NA	
12.1	Elevation of Railway Portion	Yes ☐No ☐ NA ☐	NA	
12.2	Plan of Railway Portion	Yes ☐No ☐ NA ☐	NA	
12.3	General Elevation	Yes ☐No ☐ NA ☐	NA	
12.4	General Plan (showing complete ROB/RUB along with diversion)	Yes ☐No ☐ NA ☐	NA	
12.5	Key Plan	Yes ☐No ☐ NA ☐	NA	
12.6	Cross-Section of Railway Portion	Yes ☐No ☐ NA ☐	NA	
12.7	3D engineered models of: • Existing structure, if any • Proposed structure • Utilities and other features in RoW	Yes ☐No ☐NA ☐		

Cost Summary Table

S.No.	Particulars	Cost Estimate(in '000)
1	*Cost of ROB Portion*	
	Foundation	
	Substructure	
	Superstructure	
	Total-ROB Portion	
2	*Cost of Viaduct*	
	Foundation	
	Substructure	
	Superstructure	
	Total-Viaduct	
3	*Cost of Approach Road*	
4	*Cost of RE Wall*	
5	*Cost of Service Road*	
6	*Miscellaneous Costs*	
	Cost of Subway	
	Cost of Toll Plaza	
	Cost of Culverts	
	Any Other Costs	
	Civil Cost of the Project	
7	*Contingencies @x%*	
	Total Civil Cost	
8	*Supervision Charges @x%*	
9	*Cost of Quality Control @x%*	
10	*Maintenance Charges @x%*	
11	*Escalation Costs @x%*	
12	*Land Acquisition Costs*	
13	*Utility Shifting Costs*	
14	*Any Other Costs*	
	Total Cost of the Project	

DPR Checklist – Stage 5 – Technical Schedules (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Bid documents- EPC	Yes ☐No ☐NA ☐	NA	
2	**Bid documents- Other, if any**	Yes ☐No ☐NA ☐	NA	
3	**Draft concession agreement**	Yes ☐No ☐NA ☐	NA	
3	**Schedule C - Project facilities**	Yes ☐No ☐NA ☐	NA	
4	**Schedule D - Specifications and standards**	Yes ☐No ☐NA ☐	NA	
5	**Any other relevant details**	Yes ☐No ☐NA ☐	NA	

DPR Checklist – Stage 6 – LA and Clearances II Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Environment Clearance**	Yes ☐No ☐NA ☐	NA	
2.1	Details of public hearings completed	Yes ☐No ☐NA ☐		
2.2	Date of final environment clearance by competent authority	Yes ☐No ☐NA ☐		
3	**Forest Clearance**	Yes ☐No ☐NA ☐	NA	
3.1	Date/ Details of Joint site inspection with DFO/ competent authority	Yes ☐No ☐NA ☐		
3.2	Date of Stage I forest clearance approval by competent authority	Yes ☐No ☐NA ☐		
3.3	Date of final forest clearance approval by competent authority	Yes ☐No ☐NA ☐		
4	**Wildlife Clearance**	Yes ☐No ☐NA ☐	NA	
4.1	Date/ Details of joint site inspection with DFO/ competent authority	Yes ☐No ☐NA ☐		
4.2	Date of final wildlife clearance approval by competent authority	Yes ☐No ☐NA ☐		
5	**Utility Clearances (Electricity)**	Yes ☐No ☐NA ☐	NA	
5.1	Date/ Details of Joint site inspection with competent authority	Yes ☐No ☐NA ☐		
5.2	Date of estimate submission by competent authority	Yes ☐No ☐NA ☐		
5.3	Date of estimate approval by competent authority	Yes ☐No ☐NA ☐		
5.4	Approved utility shifting proposal	Yes ☐No ☐NA ☐		
5.5	Details of approved contractors, SoR and deposit details for user agency	Yes ☐No ☐NA ☐	NA	
5.6	Utilities checklist, no upgradation certificate attached	Yes ☐No ☐NA ☐		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
6.2	Date of estimate submission by competent authority	Yes ☐No ☐NA ☐		
6.3	Date of estimate approval by competent authority	Yes ☐No ☐NA ☐		
6.4	Approved utility shifting proposal	Yes ☐No ☐NA ☐		
6.5	Details of approved contractors, SoR and deposit details for user agency	Yes ☐No ☐NA ☐	NA	
6.6	Utilities checklist, no upgradation certificate attached	Yes ☐No ☐NA ☐		
7.2	Date of estimate submission by competent authority	Yes ☐No ☐NA ☐		
7.3	Date of estimate approval by competent authority	Yes ☐No ☐NA ☐		
7.4	Approved utility shifting proposal	Yes ☐No ☐NA ☐		
7.5	Details of approved contractors, SoR and deposit details for user agency	Yes ☐No ☐NA ☐	NA	
7.6	Utilities checklist, no upgradation certificate attached	Yes ☐No ☐NA ☐		
8.2	Date of final approval of GAD by competent authority	Yes ☐No ☐NA ☐		
9	**Other Clearances**	Yes ☐No ☐NA ☐	NA	
9.1	Date of final approval by competent authority	Yes ☐No ☐NA ☐		
10	**Land Acquisition**	Yes ☐No ☐NA ☐	NA	
10.1	Draft 3a notification submitted	Yes ☐No ☐NA ☐	NA	
10.2	Review of 3a notification by client	Yes ☐No ☐NA ☐	NA	
10.3	Date of 3a gazette notification	Yes ☐No ☐NA ☐		
10.4	Draft 3a notification submitted	Yes ☐No ☐NA ☐	NA	
10.5	Review of 3A notification by client	Yes ☐No ☐NA ☐	NA	
10.6	Date of 3A gazette notification	Yes ☐No ☐NA ☐		
10.7	Date of Joint Measurement Survey with competent authority	Yes ☐No ☐NA ☐		
10.7.1	Date of survey	Yes ☐No ☐NA ☐	NA	
10.7.2	Land type –by survey number	Yes ☐No ☐NA ☐	NA	
10.7.3	Nature of Land –by survey number	Yes ☐No ☐NA ☐	NA	
10.7.4	Ownership status of plots- by survey number	Yes ☐No ☐NA ☐	NA	
10.7.5	Verification of area to be acquired – by survey number	Yes ☐No ☐NA ☐	NA	
10.7.6	List of structures on each plot	Yes ☐No ☐NA ☐	NA	
10.7.7	Sketches of updated alignment	Yes ☐No ☐NA ☐	NA	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
10.7.8	Verification from Land revenue department	Yes ☐No ☐NA ☐	NA	
10.7.9	Verification by CALA office	Yes ☐No ☐NA ☐	NA	

1.1.3 DPR Checklist – Stage 7 – Award determination (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Village level summary**	Yes ☐No ☐NA ☐	NA	
2.1	Total private and public land being acquired	Yes ☐No ☐NA ☐	NA	
2.2	Variation in area and nature of land against 3D with justification	Yes ☐No ☐NA ☐	NA	
2.3	Method used by CALA to arrive at award	Yes ☐No ☐NA ☐	NA	
2.4	Date of award by CALA and approval by NHIDCL along with valuation report			
2.5	Total award calculated and details of deviation from RFCTLARR act	Yes ☐No ☐NA ☐	NA	
3	**In detail**	Yes ☐No ☐NA ☐	NA	
3.1	Updated land acquisition tracker with parcel-wise status of: • Notifications • Award • Disbursement	Yes ☐No ☐NA ☐	NA	
3.2	Valuation report and details of award calculation- verification by state authority to be included	Yes ☐No ☐NA ☐	NA	
3.3	Claims report	Yes ☐No ☐NA ☐	NA	
3.4	Copies of notifications published	Yes ☐No ☐NA ☐	NA	
3.5	Copies of land possession certificates received	Yes ☐No ☐NA ☐	NA	
4	**Conclusions and Recommendations**	Yes ☐No ☐NA ☐	NA	
4.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
4.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
4.4	Compliance report prepared on client Observations	Yes ☐No ☐NA ☐	NA	

1.1.4 DPR Checklist – Stage 8 – Land possession report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	**Executive Summary**	Yes ☐No ☐NA ☐	NA	
2	**Village level summary**	Yes ☐No ☐NA ☐	NA	
2.1	Total private and public land being acquired	Yes ☐No ☐NA ☐	NA	
2.2	Date of final award by CALA and approval by NHIDCL			
2.3	Status of disbursement on date of receipt of Land possession certificate	Yes ☐No ☐NA ☐	NA	
2.4	Key issues being faced in completing land acquisition, if any	Yes ☐No ☐NA ☐	NA	
3	**In detail**	Yes ☐No ☐NA ☐	NA	
3.1	Updated land acquisition tracker with status of: • Notifications • Award • Disbursement	Yes ☐No ☐NA ☐	NA	
3.2	Final award and claims report	Yes ☐No ☐NA ☐	NA	
3.3	Copies of notifications published, land possession certificates received	Yes ☐No ☐NA ☐	NA	
4	**Conclusions and recommendations**	Yes ☐No ☐NA ☐	NA	
4.1	Conclusions and recommendations	Yes ☐No ☐NA ☐	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes ☐No ☐NA ☐	NA	
4.3	Report reviewed for errors and omissions	Yes ☐No ☐NA ☐	NA	
4.4	Compliance report prepared on client observations	Yes ☐No ☐NA ☐	NA	
5	**GIS Map containing digitised details of land parcels acquired with all relevant details**	**Yes ☐No ☐NA ☐**	**NA**	

Appendix VIII- Deleted

INTEGRITY PACT

BETWEEN

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL) hereinafter referred to as **"The Principal"** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as **"The Bidder/Consultant"** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for **(Name of the contract) (hereinafter referred to as the 'Project').** The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Consultant(s).

In order to achieve these goals, the Principal has appointed Dr. Satyanarayana Dash, IAS (Retd.) Independent External Monitor (IEM), NHIDCL, who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project. The contact details of Dr. Satyanarayana Das are as under-

H16-206, Kanan Vihar, Phase-I, Chandrasekharpur,

Bhubaneswar, Odisha – 751024.

Mobile: 9776751669

Email: satya8may@yahoo.co.in

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

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

c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Consultant (s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion,** can **additionally** initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Consultant (s)/Bidder(s) **for the different Work Packages in the aforesaid Project.**

(4) The Principal will disqualify from the tender process all Consultant (s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s) / Consultant(s)

(1) The Bidder(s) / Consultant (s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

(b) The Bidder(s)/ Consultant (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Consultant (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Consultant (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Consultant (s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

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

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

Section 3: Disqualification from tender process and/ or exclusion from future contracts.

(1) If the Bidder(s)/ Consultant (s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant (s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.

(2) If the Consultant (s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant (s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the Consultant from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Consultant (s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/ Consultant (s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Consultant (s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant (s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant (s)/Bidder(s) be in addition to the Bidder(s)/ Consultant (s), as terms of Section 3 *above.* understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

Section 5: Previous transgression

(1) The Bidder(s)/ Consultant (s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/ Consultant (s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/ Consultant (s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.

(4) The Bidder(s)/ Consultant (s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) / Consultant (s) with confidentiality.

(5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

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

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7 Criminal Consultant(s)/charges against violating Bidder(s) / Sub-consultant(s)

If the Principal obtains knowledge of conduct of a Bidder/ Consultant or any employee or a representative or an associate of a Bidder/ Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant (s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged /determined by MD of NHIDCL.

The Bidder(s)/ Consultant (s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal,

it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

(1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
(2) Changes and supplements as well as termination notices need to be made in writing.
(3) If the Bidder/Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place _

Date _

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & On behalf of Bidder/ Consultant)

(Office Seal)