

**National Highways & Infrastructure Development Corporation Limited**



**Ministry of Road, Transport & Highways,  
(Govt. of India)**

**REQUEST FOR PROPOSAL  
(Through INFRACON and CPP Portal)**

**For**

**“Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109), Ukhimath (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.”**

**May, 2023**

**National Highways & Infrastructure Development Corporation Ltd  
Regional Office, C-24, Ajabpur Kalan, near JP  
Badminton Academy, Doon University Road,  
Dehradun, Uttarakhand– 248121**

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**National Highways & Infrastructure Development Corporation Ltd.**

**Ministry of Road, Transport and Highways,**

**Government of India**

**NOTICE INVITING TENDER (NIT)**

**NHIDCL/TCP/DPR/Uttarakhand/2023**

**Sub: Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109), Ukhimath (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.**

1. NHIDCL has been assigned the work of “Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109), Ukhimath (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.” (as per Annexure-I).
2. Proposals are hereby invited from eligible Consultants **Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109), Ukhimath (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.** 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](http://www.nhidcl.com)). Cost of the Document in the form of a Non-refundable document fee as mentioned in datasheet is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL’s Bank account as specified in Datasheet. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.
3. The RFP has also been uploaded on “INFRACON” ([www.infracon.nic.in](http://www.infracon.nic.in)). As such before submitting the proposal the Consultant shall mandatorily register and enlist themselves on the MoRTH portal “INFRACON” and furnish registration details along with its RFP.
4. Deleted
5. Proposal must be submitted online at e-tender portal of NHIDCL <https://eprocure.gov.in> on or before the bid due date.
6. The following schedule is to be followed for this assignment:

Sl. No.	Description	Date & Time
1	Bid Document/NIT Publishing Date	23.05.2023
2	Bid Document Download/ Start Date	23.05.2023
3	Clarification Start Date (Pre bid queries)	23.05.2023
4	Clarification End Date (Last date for receipt of pre bid queries)	19.06.2023 at 1500 Hrs
5	Pre-Bid Meeting (Through VC or as decided by the Authority)	24.06.2023 at 1500 Hrs

6	Bid Submission Start Date	03.07.2023
7	Bid Due Date	07.07.2023 at 1500 Hrs
8	Opening of Technical BID	08.07.2023 at 1500 Hrs
9	Declaration Eligible / Qualified Bidders	To be intimated later
10	Opening of Financial BID	To be intimated later
11	Letter of Award (LOA)	To be intimated later
12	Validity of BID	120 days from bid due date
13	Submission of PBG	Within 15 days of issuance of LOA
14	Signing of Agreement	To be intimated later

As part of the Standard Operating Procedure for adoption of Integrity Pact, an Independent External Monitor (IEM) has been appointed in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport & Highways, Govt. of India.

Executive Director (P)

Regional Office-Dehradun

**National Highways & Infrastructure Development Corporation Ltd.**

(Ministry of Road Transports & Highways, Government of India)

C-24, Ajabpur Kalan, THDCC, near JP Badminton Academy,

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## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to consultant(s), whether verbally or in documentary or any other form by or on behalf of NHIDCL or any of its employees or advisors, is provided to consultant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by NHIDCL to the prospective consultants or any other person. The purpose of this RFP is to provide interested consultants with information that may be useful to them in making their financial offers (PROPOSALS) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NHIDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each consultants may require. This RFP may not be appropriate for all persons, and it is not possible for NHIDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each consultant who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Proposal Documents, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Consultant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NHIDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

NHIDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Consultant upon the statements contained in this RFP. NHIDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that NHIDCL is bound to select a consultant or to appoint the Selected Consultant/JV of Consultants, as the case may be, for the services and NHIDCL reserves the right to reject all or any of the proposal(s) without assigning any reason whatsoever.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its PROPOSAL including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIDCL or any other costs incurred in connection with or relating to its PROPOSAL. All such costs and expenses will remain with the consultant and NHIDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a consultant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Proposal Evaluation Process.

## **Letter of Invitation (LOI)**

NHIDCL/TCP/DPR/Uttarakhand/2023

Date: 23.05.2023

Dear Sir,

**Sub: Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109), Ukhimath (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.**

### **1. Introduction**

- 1.1 NHIDCL has been entrusted with the assignment of Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) and (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand. 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 NHIDCL invites Proposals (the “Proposals”) through e-tender (on-line bid submission) on CPP portal after creating Team ID at <http://infracon.nic.in>\*for selection of Technical Consultant (the “Consultant”) who shall prepare detailed project report (DPR). The consultant should have expertise in carrying out similar kind of job, in similar geographical location. Consultants are here by invited to submit proposal in the manner as prescribed in the RFP document.  
  
A Consultant is not allowed to bid for a project with more than one team. For the sake of clarity, it is mentioned that one consultant cannot submit two proposals/ bids for the same project. Financial Proposal are only to be submitted online and no hard copy of the Financial Proposal should be submitted. The most preferred bidder (H-1) would be determined on the basis of Quality and Cost as mentioned in the RFP.
- 1.4 The Consultants shall submit proposals either in sole capacity or in JV or in Association. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partner). The Applicant whether a sole applicant or joint venture may include an Associate company also. 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, either individually or as a member of a Joint Venture.
- 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 project site before submitting a proposal and attend a pre-bid meeting. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.
- 1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded to the Highest Ranking Consultant (H-1) on the basis of Quality and 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
  - ii. 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).
  - iii. 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).
  - iv. by the authorized representative in case of Joint Venture.

1.8.2 In case a Joint Venture of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture confirming the following therein:

- i. Date and place of signing
- ii. Purpose of Joint Venture (must include the details of contract works for which the joint venture has been invited to bid)
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment along with details of the intended percentage participation of the JV members, Name of Lead Partner and other partner of JV and associate partner should be clearly defined in the MOU.
- iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV for the proposed services.
- v. An undertaking that the JV partners and associate partners are jointly and severally liable to the NHIDCL for the performance of the services.
- vi. The authorized representative of the joint venture shall give Legally binding MOU covering i to v) above, letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation of all the partners.

1.8.3 In case of Joint venture, one of the partner which preferably have relatively higher experience and clearly defined in the MoU will act as the lead partner representing the Joint Venture. The duties, responsibilities and powers of all the partner shall be specifically included in the MOU /Agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions for and on behalf of the Joint Venture. All Payment to be made to the JV can also be made to the account of the JV. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.

1.8.4 A firm can bid for a project either as a sole consultant or in the form of joint

venture with other consultant or in association with any other consultant. However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant for the same package will be summarily rejected. In such cases, all the involved proposals shall be rejected.

1.9 Pre-Bid meeting shall be conducted through video conference. Those consultants who are interested in participating in the pre-bid meeting through VC must request for the VC Link through email/letter.

1.10 The consultant, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL any other right or remedy hereunder or in law or otherwise, the consultant shall be debarred from participating in the future projects of the NHIDCL in the following situations:

- (a) If a consultant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the consultant from time to time.
- (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

1.11 **Criteria for Ineligibility to Bid**

- i. Stands debarred by the Authority as a natural consequence of termination of any Consultancy Contract of the Authority.
- ii. The bidder including individual or any of its JV members or its related parties, who are already having three or more on going DPR consultancy contract(s) in NHIDCL, as on date of financial bid opening, shall not be eligible to bid for this project.

**Explanation:**

- i. An LoA issued for any project shall be counted as an on-going project.
- ii. Projects with consultancy fee of Rs. 1.5 Crore or less shall not be counted for this purpose.
- iii. Project wherein Draft DPR has been submitted after approval of alignment & Feasibility Report shall not be counted for this purpose.
- iv. In case of a company, the Related parties means Related Parties as defined in the Companies Act, 2013, and in case of a bidder other than a company, the Related Parties means bodies in which the bidder or its partners are partner, trustee or directors in other bodies whether incorporated or not. To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the Related Parties in NHIDCL.

A certificate in this regard from Statutory Auditor (with UDIN) shall also be provided by the bidder

1.12 No Consultancy firm will be awarded more than 03 (three) projects of Consultancy services as DPR Consultant in NHIDCL. If any consultancy firm either as a sole bidder or as JV partner/Associate has already been awarded or ongoing 03 consultancy projects as DPR Consultant in NHIDCL, then that consultancy firm will not be eligible for bidding for this work. Consultancy firms who are H1 in any of the projects of DPR Consultant under NHIDCL will be considered as awarded projects. Consultancy firms must submit an undertaking w.r.t. the above details in the specified format as per Appendix-VI.

## **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, by 19.06.2023, 1500 Hrs. 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 NHIDCL 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. NHIDCL 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 pre prepared in three parts viz.

Part 1: Proof of eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

### **3.1 Document in support of proof of eligibility**

- 3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of proof of eligibility as per Formats given in Appendix-II:

- i. **Forwarding letter for Proof of Eligibility in the Form-E1.**

- ii. **Firm's relevant experience and performance for the last 7 years:**

Project details including relevant experience shall be taken from the data on the INFRACON portal. The consultant must upload the experience certificates from clients in support of experience for the project size preferably in terrain of similar nature as that of proposed project. Certificate should indicate clearly the firms Design/DPR experience, in Highway/Railway/Metro tunnel. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. This information given on the INFRACON Portal (moved data) shall be considered as part of Technical Proposal and shall be evaluated accordingly. The Consultants are therefore advised to see carefully the evaluation criteria for Technical Proposal and update the project details accordingly on INFRACON.

- iii. **Firm's turnover for the last 5 years:** A tabular statement as in Form E3 showing the turnover of the consultant for the last five years beginning with the last financial year certified by the Statutory Auditor. The information should be verified from the data on INFRACON portal wherein certified copies of the audit report must be uploaded in support of the turnover.

- iv. **Document fee:** The fee for the document amounting to **Rs. 5,900/- (Rupees Five Thousand Nine Hundred only)** (Rs. 5,000/- plus GST@18%) (Non-refundable) is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account as specified in Datasheet. A copy of payment receipt

(RTGS/NEFT/Other online mode) must be submitted.

- v. **Bid Security:** The Bidder shall furnish as part of its Proposal, a bid security of **Rs. 2,00,000 (Rupees Two Lakh Only)** is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account as specified in Datasheet valid, for a minimum period of 165 days (i.e. 45 days beyond the validity of the bid). The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free. The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity, or
  - (b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
  - (c) If the Successful Bidder fails to sign the Contract Agreement with the Employer within the prescribed period, or
  - (d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time. Unqualified bidders would be informed regarding their non qualification, without any explanation and thereafter Bid Security would be returned after the evaluation of the financial proposal and signing the Contract Agreement with the successful bidder.
- vi. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
- vii. In case of Joint Venture, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/ Association-as detailed at para 1.8.2 above.
- 3.1.2 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.

### **3.2 Technical Proposal**

- 3.2.1 The consultant are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of their proposal.
- 3.2.2 During preparation of the technical proposal, the consultant must give particular attention to the following:
- Total assignment period is as indicated in the encloser TOR. The consultant shall make their own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total estimated cost. ***It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.***
- 3.2.3 The technical proposal shall be submitted strictly in the Formats given in Appendix- III and shall comprise of following documents:

- i. Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the consultant, as in Form-T-1
- ii. Details of projects for which Technical and Financial Proposals have been submitted by a consultant as in Form-T-2
- iii. Firm's reference-Relevant Services carried out in the last seven years shall be taken from INFRACON data
- iv. Firm's references- Relevant Services carried out in the last seven years as per Form- E2/T-3. This information submitted as part of Proof of Eligibility shall be evaluated and need not be submitted again as a part of the Technical proposal.
- v. ~~The composition of the proposed Team and Task Assignment to individual personnel: shall be available on INFRACON Portal.~~
- vi. Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: The proposed methodology should be accompanied by the consultant's initial view, key challenges they foresee and potential solutions suggested regarding: a) proposed tunnel car parking b) access control, rehabilitation of existing road, drainage and utilities, c) adoption of superior technology along with proof: limited to six A4 size pages in 1.5 space and 12 font including photographs, if any for items a to c, (Form-T-6) and information in Form-T-8 (as covered in para viii below) for item c
- vii. The proposal should clearly identify and mention the details of Material Testing lab facilities to be used by the Consultants for the project (Form-T-7). In this connection, the proposals of the Consultants to use in-house lab facilities up to a distance of maximum 100 km from the project site being feasible would be accepted. For all other cases suitable nearby material Testing Laboratory shall be proposed before Contract Agreement is executed.
- viii. The proposal shall indicate as to whether the firm is having the facilities for carrying out the following field activities or these are proposed to be outsourced to specialized agencies in the Form- T-8.
  - (a). Pavement Investigation
  - (b). Geo-technical Investigation including Geo-physical Investigation

In case the consultant envisages outsourcing any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.
- ix. Details of office equipment and software owned by the firm in Form-T9.
- x. Deleted

#### 3.2.4 CVs of Key Persons:

- i. Deleted

- 3.2.5 The consultant 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. The technical proposal must not include any financial information.

### **3.3 Financial Proposal**

- 3.3.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc.), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations etc. This cost should be broken down into foreign and local costs. 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 notfurnished 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 Cost 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 NHIDCL.
- 3.3.4 Consultants are required to charge only rental of equipment's / software(s) use so as to economize in their financial bid.

### **4. Submission of Proposals**

- 4.1 The Applicants shall submit the proposal (Proof of Eligibility and Technical Proposal) comprising the documents as mentioned under clause 3.1.1 and 3.2.3 respectively to meet the requirements of 'Proof of Eligibility' and 'Technical Proposal'. A Consultant ~~with "a Particular Team"~~ may submit only one proposal of "proof of eligibility (Stage-I Para 5.1 i to vii)" and "Technical Proposal (Stage-II)" to NHIDCL ~~for all the packages applied by them with a particular team~~ on or before the deadline of submission of proposal. A consultant can apply ~~for a particular package~~ with one team only. ~~The packages~~ for which a Consultant with "a Particular Team" applies should be clearly mentioned in their proposal. However, Consultants are required to submit a copy of Proof of Eligibility and Technical Proposal online and printout copy separately for project. ~~Financial proposal for project are to be submitted separately.~~ Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.

The document listed in para 3.1.1 (iv), (v) (vii), (viii) shall be submitted in original by the H-1 bidder to the Authority before issue of LOA.

- 4.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Proof of Eligibility and Technical Proposal must be initialed by the person or persons signing the proposal.
- 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 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- Proof of Eligibility**

The proposal would be evaluated by a Committee constituted by NHIDCL. A Three Stage procedure will be adopted in evaluating the proposal. In the first stage-Proof of Eligibility, it will be examined as to whether:

- i) The proposal is accompanied by document fee
- ii) The proposal is accompanied by bid security
- iii) The consultant have required experience
- iv) The consultant have required turnover
- v) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above
- vi) The proposals have been received on or before the dead line of submission.
- vii) In case a Joint Venture of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture as detailed at para 1.8.2 above

In case answers to any of the above items is 'No' the bid shall be declared as non-responsive and shall not be evaluated further.

A Consultant satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared "pass" in Proof of Eligibility and the Technical Proposals of only those consultants shall be opened and evaluated further.

### **5.2 Stage II- Technical evaluation**

In the second stage the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.

A proposal securing 75 points shall be declared pass in the evaluation

**Technical Proposal. The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation, otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals** and shall not be considered for opening of Financial Proposals.

### **5.3 Stage III- Evaluation of Financial Proposal**

- 5.3.1 In case for a particular package, only one firm is eligible for opening of Financial Proposals, 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. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/ resident consultants.

5.3.3 For a package, the procedure as mentioned at Clauses 5.3.4, 5.4 and 5.5 as mentioned below shall be followed for determining the “most preferred bidder (H-1 bidder)” for this project.

5.3.4 The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(SF = Financial Score, FM= Amount of lowest bid, F= Amount of financial proposal converted in the common currency)

#### 5.4 **Combined evaluation of Technical and Financial Proposals.**

Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$$S = ST \times T + SF \times f$$

Where,

S= Combined Score,

ST= Technical Score out

of 100 SF= Financial Score

out of 100

T and f are values of weightage for technical and financial proposals respectively as given in the Data Sheet.

#### 5.5 **Most Preferred Bidder (H-1).**

For a particular package, a Consultant with a “particular Team” having the maximum Combined score (S) shall be declared as the most preferred bidder (H-1).

### 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 **3% of the total contract value from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned as below. The Authority reserves the right to add or remove any of name's bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted.** In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs

for an amount equivalent to 3% of the total contract value 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 foreclosure / termination. If a consultant fails to submit the Performance Security (as specified above), it shall attract penalty-encashment of Bid Security by the Consultant.**

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

- 6.2 Further, in case where the bid of the successful consulting firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful bid and average of all the bids received. The BG shall be valid for a period of [xx+2] months i.e. upto 2 months beyond the expiry of the Contract of [xx] months. The other requirements of APS are

same as those of Performance Security

- 6.3 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days' time period.
- 6.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 6.1 and 6.2 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 6.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 1-2 year.

## **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**

NHIDCL shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time, the Client may invite the 2<sup>nd</sup> 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 and verified it, NHIDCL shall invite the selected consultant for signing of Contract Agreement on a date and time convenient to both parties within 10 days of receipt of valid Performance Security.

10. NHIDCL shall keep the consultant 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 consultants who did not pass the eligibility requirements,
- vi) List of consultants who did not pass the Technical evaluation stating the reasons.
- vii) List of consultants along with the technical score, who qualified for opening

the financial proposal

- viii) Final Score of qualified consultants
- ix) Name of the consultants who is awarded the Contract

**11.** It is the NHIDCL policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the NHIDCL:

- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

**12. Confirmation**

We would appreciate you informing us by e-mail whether or not you will submit a proposal.

Thanking you.

Your sincerely,

Executive Director (P)

Regional Office-Dehradun

**National Highways & Infrastructure Development Corporation Ltd.**

(Ministry of Road Transports & Highways, Government of India)

C-24, Ajabpur Kalan, THDCC, near JP Badminton Academy,

Doon University Road, Dehradun, Uttarakhand – 248121

Email: ronhidcldehradun@gmail.com

## Annexure-I

### Details of Tunnel Car Parking proposed for DPR preparation

S. No.	Section	District/State	Approx. no. of Car	Tentative Length of Tunnel Car Parking (in m)
1	Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at following locations in the State of Uttarakhand.			
(i)	Near GMVN Guest House, Nala Guptkashi (NH-109)	Rudraprayag/Uttarakhand	400	400m (excluding approach road)
(ii)	Near Sersi (NH-109)	Rudraprayag/ Uttarakhand	400	400m (excluding approach road)
(iii)	Gangnani Hot Water Spring (NH-34), Uttarkashi	Uttarkashi/ Uttarakhand	500	500m (excluding approach road)
(iv)	Gangotri Dham (NH-34), Uttarkashi	Uttarkashi/ Uttarakhand	500	500m (excluding approach road)

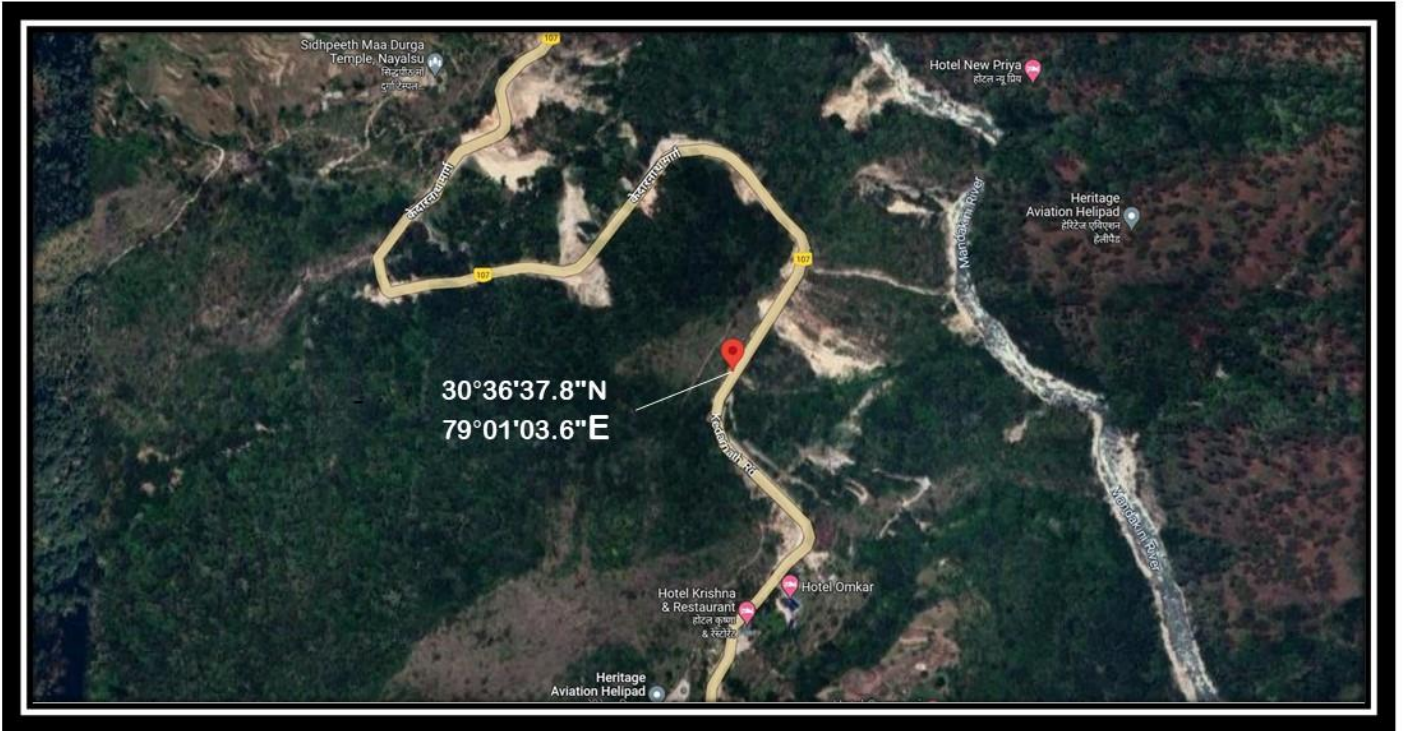
**Near GMVN Guest House, Nala Guptkashi (NH-109)  
(Existing Chainage KM-49.000)**

**30°31'53.0"N 79°04'58.5"E**



Near Sersi (NH-109)  
(Existing Chainage KM-69.000)

30°36'37.8"N 79°01'03.6"E



**Gangnani Hot Water Spring (NH-34)**



Gangotri Dham (NH-34)



## DATA SHEET

1. **The Name of the Assignment and description of project as mentioned in Annexure-I**

“Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.”

2. **The name of the Client is:** NHIDCL

3. **Duration of the Project:** 90 days

4. **Date, Time and Venue of Pre-Proposal**

**ConferenceDate:** 24.06.2023

**Time:** To be decided by the Authority

**Venue:** Pre-proposal conference shall be conducted through VC or as decided by the Authority.

5 **The Documents are:**

- i. Appendix-I: Terms of Reference (TOR)
- ii. Appendix-II: Formats for Proof of Eligibility
- iii. Appendix-III: Formats for Technical Proposal
- iv. Appendix-IV: Formats for Financial Proposal
- v. Appendix-V: Detailed Evaluation Criteria
- vi. Appendix-VI: Details of ongoing and awarded works in NHIDCL
- vii. Appendix –VII: Draft Contract Agreement

6. **Bid Security**

The Bidder shall furnish as part of its Proposal, a bid security of **Rs. 2,00,000 (Rupees Two Lakh Only)** is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL’s Bank account as mentioned below. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

Sl. No.	Particular	Details
1	Name of Beneficiary	<b>NHIDCL RO DDN UT GOVT DPR</b>
2	Beneficiary Bank Account No.	<b>120002182762</b>
3	Beneficiary Bank BranchName and Address	Canara Bank, Dehradun
4	Beneficiary Bank Branch IFSC	CNRB0018518

**7. Tax and Insurance**

- (i). The Consultants shall pay all taxes (including Goods & service tax), 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. Document Fee:** The fee for the document amounting to **Rs. 5,900/- (Rupees Five Thousand Nine Hundred only)** (Rs. 5,000/- plus GST @ 18%) (Non-refundable) is to be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL’s Bank account as mentioned below. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.

Sl. No.	Particular	Details
1	Name of Beneficiary	<b>NHIDCL RO DDN UT GOVT DPR</b>
2	Beneficiary Bank Account No.	<b>120002182762</b>
3	Beneficiary Bank Branch Name and Address	Canara Bank, Dehradun
4	Beneficiary Bank Branch IFSC	CNRB0018518

**9. Deleted**

**10.** The date, time and Address of proposal submission are

**Date:** on or before 07.07.2023

**Time:** 15:00 Hrs

**Address:**

Executive Director (P)

Regional Office-Dehradun

**National Highways & Infrastructure Development Corporation Ltd.**

(Ministry of Road Transports & Highways, Government of India)

C-24, Ajabpur Kalan, THDCC,

near JP Badminton Academy,

Doon University Road, Dehradun, Uttarakhand – 248121

Email: [ronhidcldehradun@gmail.com](mailto:ronhidcldehradun@gmail.com)

**11. Proposal Validity period (Number of days): 120 days**

**12. Evaluation criteria:**

**12.1 Stage-I: Proof of Eligibility Evaluation.**

A Consultant satisfying the minimum Eligibility Criteria as mentioned in Table-1 below and who had submitted the documents mentioned in Para 5.1 shall be declared “pass” in Proof of Eligibility and the Technical Proposals of only those consultants shall be evaluated further.

**Table-1: Minimum Eligibility Requirements**

Sr. No.	Minimum experience and performance of Preparation of DPR of Tunnel Car Parking in the last 7 years (Road/Rail/Metro Tunnel)	Minimum Requirement
a.	A firm applying should have Experience of preparation of Detailed Project Report for Road/Rail/Metro tunnels of aggregate length equal to the indicative length of the package. Firm should have also prepared DPR for atleast one project of Road/ Rail/Metro tunnel of minimum 40% of the indicative length of the package or feasibility study of Road/Rail/Metro tunnels of minimum 60% of the indicative length of the package. Indicative Length=500m	Annual average turnover for last 5 years of the firm should be equal to or more than <b>Rs. 2.00 Crore.</b>

Note: The experience of a firm in preparation of DPR for a private concessionaire/contractor shall not be considered.

- (i) The sole applicant shall fulfill all the requirements given in Table-1.
- (ii) In case of JV, the Lead Partner should fulfill at least 75% of all eligibility requirements and the other partner shall fulfill at least 50% of all eligibility requirements.
- (iii) If the applicant firm has / have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm have prepared the DPR projects as the other partner (not lead partner) in a JV, 50% weightage shall be given. If the applicant firm have prepared the DPR/FS projects as an associate, 25% weightage shall be given.

**12.2 Second stage technical evaluation (Refer 5.2)**

S. No.	Description	Points
1	Firm's relevant experience in last 7 years	70
2	Material testing, survey & investigation, equipment and software <del>prop</del> to be used	20
3	Adequacy of Approach	10
	<b>Total</b>	<b>100</b>

**12.3** Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated at Appendix-V.

**The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-V. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation.**

**Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 3 days in case they have any objection.**

**12.4 Third stage – 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 scoring highest marks in combined evaluation of Technical and Financial proposals in accordance with clause 1.3 and 5.4 hereof.

The Factors are:

The weight given to Technical Proposal (T) = 0.70.

The weight given to Financial Proposal (f) = 0.30

- 13.** The common currency is “**Indian Rupee**”. (Ref. Para 3.3.3)

**Consultant have to quote in Rupees both for Domestic Consultant as well as Foreign Consultants**

14. Commencement of Assignment (Date, Location): The Consultants shall commence the Services within five 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)

**TERMS OF REFERENCE (TOR)**

**“Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.”**

**Terms of Reference for Consultancy Services (TOR)**

**1. General**

- 1.1 The NHIDCL has been entrusted with the assignment Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand. 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 higher level both in terms of quality and adherence to the agreed time schedule. The selected consultancy firm will solely be responsible for submission of quality work in stipulated period.
- 1.3 The Selected Consultancy firm shall prepare and submit Detailed Project Report (DPR) for proposed location.

**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 construction of tunnel car parking at proposed location. The above said project site location has large influx of tourist around the year. Keeping in view the non-availability of land, only tunnel parking is best suited for approx. 400-500 vehicles, parking space with separate entry and exit portal as per site requirement.
- 2.2 The viability of the project shall be established taking into account the requirements with regard to construction of project tunnel with the capacity of approx. 400-500 nos of car parking as per Annexure-I based on Tunnel alignment & design, quantities of various items of works and cost estimates along with economic analysis within the given time frame.

The Detailed Project Report (DPR) would inter-alia include detailed tunnel design for capacity of approx. 400-500 nos of car parking, quantities of various items, detailed working drawings, detailed cost estimates, economic and financial viability analyses, environmental and social feasibility such as lighting, ventilation, aesthetic view, life safety, operation and maintenance and documents required for tendering the project on commercial basis for international / local competitive bidding.

- 2.4** The preparation of Detailed Project Reports would inter-alia include:-
- (a) Information Study and Conceptual Planning.
  - (b). Site Reconnaissance and Surveys.
  - (c). Traffic Surveys.
  - (d). Parking Demand Assessment
  - (e). Alignment Finalization,
  - (f). Geometric Requirements and Constructability.
  - (g). Subsurface Investigations.
  - (h). Geotechnical Reports
  - (i). Utility Services and other Physical Features
  - (j). Environmental Studies.
  - (k). Seismicity.
- 2.5** The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation.
- 2.6** The consultant should, along with Feasibility Report, clearly bring out through financial analysis the preferred mode of implementation on which the tunnel construction work for capacity of approx. 400-500 car parking are to be taken up. The consultant should also give cost estimates along with feasibility report/ detailed Project Report.
- 2.7** If at inception stage or feasibility stage, employer desire to fore-close the contract, the contract will be fore-close after payment up to that stage.

### **3. Scope of Services – Tunnel Car Parking**

The early investigations for planning and feasibility studies can be confined to information studies and preliminary reconnaissance. Geological mapping and minimum subsurface investigations are typically required for EIS, alternative studies and conceptual design. EIS studies may also include limited topographical and environmental investigations to identify potential “fatal flaws” that might stop the project at a later date. A substantial portion of the geotechnical investigation effort should go into the Preliminary Design Phase to refine the tunnel alignment and profile once the general corridor is selected, and to provide the detailed information needed for design. As the final design progresses, additional test borings might be required for fuller coverage of the final alignment and for selected shaft and portal locations. Lastly, depending on the tunneling method selected, additional investigations may be required to confirm design assumptions, or to provide information for contractor design of temporary works.

#### **3.1 Information Study & Conceptual Planning**

The first phase of planning & investigation program for tunnel car parking project starts with collection and review of available information to develop an overall understanding of the site conditions and constraints to identify existing conditions and features that may impact the design and construction of the proposed tunnel for car parking, and can guide in planning the scope and details of the subsurface investigation program. Published topographical, hydrological, geological, geotechnical, environmental, zoning, and other information must be collected, organized and evaluated. Historical seismic records, records of Avalanches & landslides caused by earthquakes, documented by SASE and other Government Agencies be analyzed to avoid locating tunnel portals and shafts at these potentially unstable areas.

### **3.1.1 Topographical Data**

Topographic maps and aerial photographs useful in showing terrain and geologic features (i.e., faults, drainage channels, sinkholes, etc.) when overlapped with published geological maps can often, by interpretation, show geologic structures. Aerial photographs taken on different dates be used to reveal the site history in terms of Avalanches, erosion and scouring, past construction, etc. Survey of India's topographic maps may be used for preliminary route selection and defining the Project Corridor Influence Area. However, after the project corridor has been defined, new aerial photography should be obtained and Photogrammetric maps should be prepared to facilitate portal and shaft design, site access, right-of-way, drainage, depth of cover, geologic interpretation and other studies.

### **3.2 Site Reconnaissance and Surveys**

Available contour maps published by Survey of India OR online available contour mapping are sufficient only for initial planning purposes. A preliminary survey will be needed for concept development and preliminary design to expand existing topographical data and include data from field surveys and an initial site reconnaissance. Initial on-site studies should start with a careful reconnaissance over the tunnel alignment, paying particular attention to the potential portal and shaft locations. Features identified on maps and air photos should be verified. Rock outcrops, often exposed along the existing highway and other locations, provide a source for information about rock mass fracturing and bedding and the location of rock type boundaries, faults, dikes, and other geologic features. Features identified during the site reconnaissance should be photographed, documented and if feasible located by hand-held GPS equipment.

The reconnaissance should cover the immediate project vicinity, as well as a larger regional area so that regional geologic, hydrologic and seismic influences can be accounted for. A preliminary horizontal and vertical control survey may be required to obtain general site data for route selection and for design.

#### **3.2.1 Geo-physical Investigations**

Resistivity based Geo-physical investigations are required to be carried out at the portals locations of tunnel car parking to determine the physical-mechanical parameters of sub-soil or rock mass. The results so obtained from the Geo-physical investigations need to be combined/compared with the Geo-logical investigations like borehole investigations so that a complete image can be obtained for interpreting the geological structures of the investigated area at the portals of tunnel car parking. The results obtained from the Geo-physical investigations and preliminary borehole investigations will be useful in defining the type of layers of investigated area, to determine the depth of bedrock, ground water table, rock mass cavities and caverns, etc.

### **3.3 Traffic Surveys**

The consultant shall carry out required origin-destination, time of stay, peak hourly survey, parking volume study, peak hour season study for assessment of parking demand at the site.

### **3.4 Alignment Finalisation**

#### **3.4.1 Finalisation of Alignment and Portal Locations**

Based on geological model developed and Alignment finalised and using survey data, the Consultant shall suggest the most viable, economical alignment after carrying out risk assessment. As far as possible, portal locations shall not be near slide prone areas.

After finalisation of Alignment and Portal location, detailed topographic maps, plans and profiles must be developed to establish primary control for final design and construction based on a high order horizontal and vertical control field survey. ~~As on a road tunnel system, centerline of the roadway and centerline of tunnel may not be identical because of clearance requirements for walkways and emergency passages.~~ A tunnel centerline developed during design should be composed of tangent, circular, and transition spiral sections that approximate the complex theoretical tunnel centerline within a specified tolerance. This centerline should be incorporated into the drawings of the tunnel car parking, and all tunnel control should be based on this centerline.

Topographical survey and mapping, structural and stratigraphical maps, preparation of cross sections. (Quantum of Survey shall be as per relevant Indian standard (IS Code) or international Code(s) for Tunnel) Ground marking of alignment and report on tentative tunnel alignment, section, grade, portal positions and finding altitude and grid reference of the portal

### **3.5 Geometric Design and Constructability Cross Section**

A tunnel Car Parking cross section must be able to accommodate the horizontal and vertical traffic clearances, as well as the other required elements. The typical cross section elements include:

- Ramp
- Approach Road alignment and Pavement thickness
- Parking angles
- Sidewalk/Curbs
- Drainage
- Ventilation
- Lighting
- Utilities and Power
- Water supply pipes for Fire-Fighting
- Cabinets for hose reels and Fire Extinguishers
- Signals and signs above roadway lanes
- CCTV surveillance cameras
- Emergency telephones
- Communication antennae/equipment
- Monitoring equipment of noxious emissions and visibility
- Fire & Life Safety Provisions
- Emergency egress illuminated signs at low level
- Additional elements may also be needed under certain design requirements and should be taken into consideration when developing the tunnel car parking geometrical configuration.

#### **3.5.1. Horizontal and Vertical Alignments**

Planning and design of tunnel alignments must consider Maximum grade, horizontal and vertical curves, and other requirement/constraints for road tunnel.

#### **3.5.2. Maximum Grades**

Maximum effective grades in tunnel car parking as per IRC code.

#### **3.5.3. Horizontal and Vertical Curves**

Horizontal and vertical curves shall satisfy IRC's geometrical requirements. The horizontal alignment for a tunnel car parking should be as short as practical and maintain as much of the tunnel length on tangent as possible, which will limit the

numbers of curves, minimize the length and improve operating efficiency. When horizontal curves are needed, the minimum acceptable horizontal radii should consider traffic speed, sight distances, and the super-elevation provided.

#### **3.5.4. Sight and Braking Distance Requirements**

Sight and braking distance requirements cannot be relaxed in tunnels. When designing a tunnel with extreme curvature, sight distance should be carefully examined, otherwise it may result in limited stopping sight distance.

#### **3.5.5. Tunnel Car Parking Configuration**

Based on the traffic studies and safety requirement, the consultant shall suggest the Tunnel Car Parking Configuration.

#### **3.5.6. Travel Clearance Profile (TCP)**

Clearance profile of all potential vehicles traversing the tunnel shall be established using dynamic vehicle envelopes which consider not just the maximum allowable static envelope, but also other dynamic factors such as bouncing, suspension failure, overhang on curves, lateral motion, resurfacing, etc. The clearance profile should take into consideration potential future vehicle heights, vehicle mounting on curbs, construction tolerances, and any potential ground and structure settlement. Ventilation equipment, lighting, guide signs, and other equipment should not encroach within the clearance profile. Vertical clearance should be selected as per IRC's recommendations. The vertical clearance shall also take into consideration for future resurfacing of the roadway once. Consideration should also be given for potential truck mounting on the barrier in the tunnel or on low sidewalk and measures shall be used to prevent such mounting from damaging the tunnel ceiling or tunnel system components mounted on the ceiling or the walls.

### **3.6 Sub-Surface Investigation**

Subsurface investigation is the most important type of investigations to obtain ground conditions, as it is the principal means for:

- Defining the subsurface profile (i.e. stratigraphy, structure, and principal soil and rocktypes)
- Determining soil and rock material properties and mass characteristics;
- Identify geological anomalies, fault zones and other hazards (squeezing soils, methane gas, etc.)
- Defining hydrogeological conditions (groundwater levels, aquifers, hydrostatic pressures, etc.); and
- Identifying potential construction risks.

Subsurface investigations will involve borings, sampling, in situ testing, geophysical investigations, and laboratory material testing. These investigations shall provide factual information about the distribution and engineering characteristics of soil, rock and groundwater at a site, allowing an economical design, determining a reliable construction cost estimate, and reducing the risks of construction.

Induction of a complete drilling equipment and complete set of accessories including water pumps etc. required for the job at the tunnel site (bore hole location) in good serviceable condition for the first time and induction of directional coring equipment in any length along the proposed directional coring trajectory including its de-induction after completion of all works.

Shifting of a complete drilling equipment and complete set of accessories including water pumps etc. required for the job from one bore hole location to the other at proposed tunnel site.

## Notes :

1. Core recovery in bed rock portions shall not be less than 80% for hard rock in general. However the percentage of core-recovery may vary with the type of rock encountered for which the minimum percent recovery will be guided by relevant code provisions. Drilling activity to include the followings:-

- Boring holes and carrying out all relevant tests for ascertaining rock properties. This includes geological logging, electrical logging, geothermal logging and Geohydrological logging of bore holes.
- Determination of in situ stress field by over coring methods or any other techniques available such as hydro-fracture technique.
- Water percolation tests are to be conducted in the hole at ground level, at every six metre depth intervals, at proposed tunnel grade level and at the junction of different lithological strata at three different pressures as per relevant IS Codes.
- Any deviation of holes from verticality is to be actually measured accurately and reflected.

2 Bore hole locations, their depths, dimensions, choice of field tests and their interval, choice of drilling equipment, establishing the correct procedure for drilling, sampling and field tests including any additional holes are to be suitably finalised with approval of department.

- The report is to bring out clearly the technical and other problems that may be encountered during the construction and maintenance of the tunnel and also clear recommendations regarding the feasibility of the tunnel in the prevailing conditions. Final portal locations, tunnel sections and geometrics to be defined in this report.
- Preliminary indications of cost of the tunnel project and the time involved for the construction to be indicated. In short, report should be self-explanatory to enable the department to take a decision regarding feasibility of the tunnel, expertise available within the country for construction and preliminary costs for purposes of getting Administrative Approval for the works. This report should also bring out other detailed studies involved at pre-construction stage, construction stage and post construction stage.

### 3.6.1. Vertical and Horizontal Test Borings

Vertical and Horizontal test borings and soil/rock sampling are key elements of any subsurface investigations for underground projects. The location, depth, sample types and sampling intervals for each test boring must be finalised based on geological models. In general, borings should be extended to at least 1.5 tunnel diameters below the proposed tunnel invert. However, if there is uncertainty regarding the final profile of the tunnel, the borings should extend at least two or three times the tunnel diameter below the preliminary tunnel invert level.

Boring holes vertical/horizontal, one at each portal, one at ½ length of tunnel distance from each portal sites measured along the proposed Tunnel alignment or as required, down to the tunnel grade as specified in IRC:SP:91 which may involve diamond drilling using NX-Bits to the extent of 400 meters for an individual hole. ~~The inclined drill holes must intersect the proposed tunnels cross section at tunnel grade level (IRC:SP:91).~~ Additional holes if required in this area shall be under taken. ~~BX-Bits, if unavoidable, will be resorted to only with prior approval of the NHIDCL.~~

### 3.6.2. **Sampling – Rock Core**

In rock, continuous rock core should be obtained below the surface of rock. Double and triple tube core barrels should be used to obtain higher quality core more representative of the in situ rock. For deeper holes, coring should be performed with the use of wire-line drilling equipment to further reduce potential degradation of the recovered core samples. Boring shall be carried out using at least NX size coring bits. Core runs should be limited to a maximum length of 3 M in moderate to good quality rock, and 2 M in poor quality rock. The rock should be logged soon after it was extracted from the core barrel. Following information is to be noted for each core run on the rock coring logs:

- Depth of core run
- Core recovery in length and percent
- Rock Quality Designation (RQD) percent
- Rock type, including color texture, degree of weathering and hardness
- Character of discontinuities, joint spacing, orientation, roughness and alteration
- Nature of joint infilling materials.

In addition, drilling parameters, such as type of drilling equipment, core barrel and casing size, drilling rate, and groundwater level logged in the field shall also be recorded.

### 3.6.3. **Borehole Sealing**

All borings should be properly sealed at the completion of the field exploration, if not intended to be used as monitoring wells. This is typically required for safety considerations and to prevent cross contamination of soil strata and groundwater.

### 3.6.4. **Test Pits**

Test pits are to be excavated to investigate the shallow presence, location and depth of existing utilities, structure foundations, top of bedrock and other underground features that may interfere or be impacted by the construction of shafts, portals and tunnels. The excavation pits are to be backfilled with excavation spoil, and the backfill is compacted to avoid excessive future settlement. Tampers and rollers may be used to facilitate compaction of the backfill.

### 3.6.5. **Soil Identification and Classification**

Distinguish between visual identification and classification is important to minimize conflicts between general visual identification of soil samples in the field versus a more precise laboratory evaluation supported by index tests. The field classification of soil for a tunnel project shall be similar to that for other geotechnical applications except that special attention must be given to accurately defining and documenting soil grain size characteristics and stratification features since these properties may have greater influence on the ground and groundwater behavior during tunnelling than they may have on other types of construction, such as for foundations, embankments and cuts.

Items of particular importance to tunnel car parking projects which greatly influence ground behavior and groundwater inflow during construction, and the selection of the tunnelling equipment and methods are listed below:

- Groundwater levels (general and perched levels), ground permeability (loss of drilling fluid; rise or drop in borehole water level; etc.), and artesian conditions
- Consistency and strength of cohesive soils
- Composition, gradation and density of cohesionless soils

- Presence of lenses and layers of higher permeability soils
- Presence of gravel, cobbles and boulders, and potential for nested boulders
- Maximum cobble/boulder size from coring and/or large diameter borings (and also based on understanding of local geology), and the unconfined compressive strength of cobbles/boulders (from field index tests and laboratory testing of recovered samples)
- Presence of cemented soils
- Presence of contaminated soil or groundwater

### 3.6.6. Rock Identification and Classification

In rock, rock mass characteristics and discontinuities typically have a much greater influence on ground behavior during tunnelling and on tunnel loading than the intact rock properties. Therefore, rock classification needs to be focused on rock mass characteristics, as well as its origin and intact properties for typical highway foundation application. Special intact properties are important for tunnelling application particularly for selecting rock cutters for tunnel boring machines and other types of rock excavators, and to predict cutter wear. Typical items included in describing general rock lithology include:

- General rock type
- Colour
- Grain size and shape
- Texture (stratification, foliation, etc.)
- Mineral composition
- Hardness
- Abrasivity
- Strength
- Weathering and alteration.

Rock discontinuity descriptions to be noted in rock classification include:

- Predominant joint sets (with strike and dip orientations)
- Joint roughness
- Joint persistence
- Joint spacing
- Joint weathering and infilling

Other information typically noted during subsurface rock investigations include:

- Presence of faults or shear zones
- Presence of intrusive material (volcanic dikes and sills)
- Presence of voids (solution cavities, lava tubes, etc.)
- Groundwater levels, and evidence of rock mass permeability (loss of drilling fluid; rise or drop in borehole water level; etc.)

Method of describing discontinuities of rock masses is in accordance with International Society of Rock Mechanics (ISRM)'s "Suggested Method of Quantitative Description of Discontinuities of Rock Masses" (ISRM 1981).

Index properties obtained from inspection of the recovered rock core include core recovery (i.e., the recovered core length expressed as a percentage of the total core run length), and Rock Quality Designation or RQD (the combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a percentage of the total core run length). Often, materials encountered during subsurface investigations represent a transitional (intermediate) material formed by the in place weathering of rock. Such conditions may sometimes present a complex condition with no clear boundaries between the different materials encountered. Tunnelling through the intermediate geomaterial (IGM), in some cases referred as

mixed-face condition, can be extremely difficult especially when groundwater is present. In the areas where tunnel alignment must cross this transition zone, the subsurface investigation is conducted much as for rock, and when possible cores are retrieved and classified, and representative intact pieces of rock should be tested.

#### **3.6.7. Preservation of Cores Samples**

It is desirable to preserve the rock cores retrieved from the field properly for years until the construction is completed and disputes/claims are settled. The rock cores is to photograph in core boxes and scan the core samples for review by designers and contractors.

#### **3.6.8. Geotechnical Baseline Report (GBR)**

The consultant is also required to prepare a GBR describing the sub surface physical condition to serve as the basis for the execution of the excavation and lining works, including design and construction methods, and the reaction of the ground to such methods. This GBR must set out the location of the risk between the parties for such sub-surface physical conditions.

### **3.7 Geotechnical Reports**

Preparation of a Geotechnical Interpretative Report (GIR) which includes a detailed analysis and interpretation of data contained in the Geotechnical Data Report (GDR) culminating in preparation of a final Geological Model of the ground within the route corridor, ~~Horizontal Directional Coring duly supplemented by the vertical and inclined coring.~~ This final geological model will be created on the basis of direct inference from surface mapping, groundwater chemical studies, petro-graphical studies, and mineralogical studies as well as the reasonable and appropriate extrapolating of the geology and structures from the results of surface mapping.

Based on the final geological model, geotechnical hazards shall be identified and characterized allowing the review of selected alignment, if needed the alignment can be modified and freed.

The final geological model will be presented in the form of a geological longitudinal section (A1 size) clearly demarcating the various interred lithological boundaries and ground types along the alignment, the groundwater conditions permeability and relevant structural information such as the width of fault zones, shear zones and lineaments/discontinuities with attitude and orientation.

### **3.8 Utility Services and other Physical Features**

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 project on the adequate allowance for possible shifting of the central lines at some of the intersections locations.

Consultant shall also map out sub-surface utilities. The following criteria shall be met by the process of sub-surface utility mapping: (a) Coverage and mapping of all sub-surface utilities within project RoW, especially those under additional carriageway width (b) Accurate mapping and resolution of all sub-surface utilities up to a depth of 4 m (c) Differentiation between sub-surface utilities such as live electric cables, metallic utilities and other utilities (d) Sub-surface utilities radargrams further processed into utility maps in formats such as PDF, JPEG and AutoCAD. To meet

the accuracy levels, consultant shall use Ground Penetrating Radar, Induction Locator or equivalent technologies.

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.

### **3.9 Environmental Studies**

Although tunnels are generally considered environmentally-friendly structures, certain short-term environmental impacts during construction are unavoidable. Long-term impacts from the tunnel itself, and from portals, vent shafts and approaches on local communities, historic sites, wetlands, and other aesthetically, environmentally, and ecologically sensitive areas must be identified and investigated thoroughly during the project planning and feasibility stages, and appropriately addressed in environmental studies and design. The specific environmental data needed for a particular underground project very much depend on the geologic and geographic environment and the functional requirement of the underground facility. Some common issues can be stated, however, and are identified below in the form of a checklist:

- Existing infrastructure, and obstacles underground and above
- Surface structures within area of influence
- Land ownership and uses (public and private), if applicable
- Ecosystem habitat impacts
- Contaminated ground or groundwater
- Long-term impacts to groundwater levels, aquifers and water quality
- Control of runoff and erosion during construction
- Naturally gassy ground, or groundwater with deleterious chemistry
- Access constraints for potential work sites and transport routes
- Sites for muck transport and disposal
- Noise and vibrations from construction operations, and from future traffic at approaches to the completed tunnel
- Air quality during construction, and at portals, vent shafts and approaches of the completed tunnel
- Maintenance of vehicular traffic and transit lines during construction
- Maintenance of utilities and other existing facilities during construction
- Access to residential and commercial properties
- Pest control during construction
- Long-term community impacts
- Long-term traffic impacts
- Temporary and permanent easements
- Tunnel fire life safety and security
- Legal and environmental constraints, enumerated in environmental statements or reports, or elsewhere.

Environmental Impact Assessment and Environmental Management Plan shall be carried out by the Consultant.

### **3.9.1 Environment and Social Impact Assessment**

The consultant shall undertake 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.

### **3.10 Seismicity**

The release of energy from earthquakes sends seismic acceleration waves travelling through the ground. Such transient dynamic loading instantaneously increases the shear stresses in the ground and decreases the volume of voids within the material which leads to an increase in the pressure of fluids (water) in pores and fractures. Thus, shear forces increase and the frictional forces that resist them decrease. Other factors also can affect the response of the ground during earthquakes.

- Distance of the seismic source from the project site.
- Magnitude of the seismic accelerations.
- Earthquake duration.
- Subsurface profile.
- Dynamic characteristics and strengths of the materials affected.

In addition to the distance of the seismic source to the project site, and the design (anticipated) time history, duration and magnitude of the bedrock earthquake, the subsurface soil profile can have a profound effect on earthquake ground motions including the intensity, frequency content, and duration of earthquake shaking.

### **3.11 Parking Demand Assessment**

The consultant shall carry out, In-out survey, Fixed period sampling, License plate method of survey, period of cycle parking for assessment of parking demand at the site.

### **3.12 Land Acquisition**

Land will be provided by the state govt of Uttarakhand.

## **4. General, Primary Tasks**

Deleted

## **5.1 Utility shifting proposal and estimates**

### **5.1.1 Identify type and location of all existing utilities within the proposed project area**

1. Consultant will review information available with all utilities agencies in the region, consult maps/plans available with <Agency>, 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:
  - i. type, size and current location of all the utilities identified

- ii. relative offset from the centerline
- iii. existing right of way

#### **5.1.2 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

#### **5.1.3 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 Develop a utilities relocation plan**

1. Consultants need to develop and submit a utilities relocation plan in consultation with <Agency> 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

#### **5.1.4 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 <Agency> for approval
4. Work with user department, <Agency> as required to incorporate any changes requested in shifting proposal and cost estimate
5. Obtain all required utilities shifting proposal estimates and required approvals from both user departments and <Agency> within the time stipulated in DPR contract

#### **5.2 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, 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 ~~<Agency>/ADB/WB projects~~ are to be checked against rates for similar on-going works in India under ~~<Agency>/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 values of input parameters and the rationale for their selection for the economic and commercial analyses shall be clearly brought out and got approved by NHIDCL.
2. For models to be used for the economic and the commercial analyses, the calibration methodology and the basic parameters adapted to the local conditions shall be clearly brought out and got approved by NHIDCL.
3. The economic and commercial analyses should bring out the priority of the different homogenous links in terms of project implementation.

### **6.1 Economic Analysis**

The Consultants shall carry out economic analysis for the project. The benefit and cost streams should be worked out for the project.

### **6.2 Financial Analysis**

#### **6.2.1 Need for Financial Analysis**

The Consultant will need to study the financial viability of the project under various available commercial formats and suggest a mode of funding and execution that is most likely to be successful.

The consultant shall study the financial viability of the project under several different traffic volume, user fee scenarios and funding options to arrive at the optimal execution mode and funding modalities.

#### **6.2.2 Financial Analysis of the project**

1. The Consultants shall in consultation with NHIDCL finalize the format for the analysis and the primary parameters and scenarios that should be taken into account while carrying out the commercial analysis
2. The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions.
3. The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to 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 sensitivity analysis should be carried out for a number of probabilistic scenarios.

### **6.2.3 Outputs from financial analysis**

1. The financial model so developed shall be handed over to and be the property of NHIDCL
2. consultant shall also suggest positive ways of enhancing the project viability and furnish different financial models.

### **6.3 Bidding process**

**6.3.1** Consultant shall assist the authority in preparing the required bid documents and support the authority throughout 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 separate documents for each type of contract (EPC/PPP) for project
3. The consultant shall assist authority in reviewing bid documents and in making any changes required basis their findings or the and finalising bid documents
4. The consultant shall assist the authority in collecting and providing all required supporting documents for initiating bid
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. To enable this, consultant should study the financial viability and Annuity/EPC during the feasibility stage. financial options for the project for modes such as PPP /EPC.
6. The consultant shall be guided in its assignment by the Model Concession/ Contract Agreements for PPP/ EPC projects, as applicable and the Manual of Specifications and Standards.

#### **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**

Time period envisaged for the study of the project is indicated in **Annexure-I to LOI**. The

final reports, drawings and documentation shall be completed within this time schedule.

~~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 assignments.
2. The Consultants shall establish an office at the project site manned by senior personnel during the course of the surveys and investigations. All the project related office work shall be carried out by the consultant in their site office unless there are special reasons for carrying out part of the office work elsewhere for which prior approval of NHIDCL shall be obtained. The address of the site office including the personnel manning it including their Telephone and FAX numbers will be intimated by the Consultant to NHIDCL before commencement of the services.

## 9. Reports to be submitted by the Consultant to NHIDCL

All reports, documents and drawings are to be submitted. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

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 soft copy (editable & non-editable version) in addition to the hard copies as mentioned in Enclosure-III. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.

Project preparation activities will be split into four stages as brought out below. Stage-4 shall run in parallel with Stage 2 and 3.

No	Stage	Key activities	Report/deliverable submitted
1	Inception	Project planning and mobilization, proposed cross section of tunnel car parking, linear plan	Inception Report and QAP
2	Feasibility	finalization of entry exit location, shape of tunnel parking, parking demand surveys, geotechnical report, estimates, drawing, design, economic and financial analysis	Draft Feasibility Report, Final Feasibility Report
3	DPR	preparation of detailed project report with parking demand surveys, geotechnical report, estimates, drawing, design, economic and financial analysis, material report, environmental study , Utilities shifting estimates, dumping location proposal, security clearance proposals	Draft DPR Report, Final DPR Report

		like firefighting etc.as per site requirement	
4	Technical Schedules	Preparation of bid documents and technical schedules	Civil Works Contract Agreement and Schedules

## **STAGE-I**

### **10.1 Inception Report (IR)**

*The report shall cover the following major aspects:*

- *Project appreciation;*
- *Detailed methodology to meet the requirements of the TOR for Tunnel car Parking/Road/Ramp portion finalised in consultation with The National Highways and Infrastructure Development Corporation Ltd 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 of necessary information;*
- *Task Assignment and Manning Schedule;*
- *Work programme;*
- *Perfora for data collection;*
- *Design standards and proposed cross-sections;*
- *Key plan and Linear Plan;*

### **10.2 Quality Assurance Plan (QAP) Document**

Immediately upon the award, the Consultants shall submit three copies of the QAP document covering all aspects of field studies, investigations design and economic financial analysis for tunnel car parking. ~~The field and design activities shall start after the QAP is approved by NHIDCL.~~

The data formats proposed by the Consultants for use in field studies and investigations shall be submitted within 10 days after the commencement of services ~~and got approved by NHIDCL.~~

## **STAGE-II**

### **10.3 Feasibility Report**

1. The consultant shall commence the Feasibility Study of the project ~~in accordance with the accepted IR~~ for Tunnel Car Parking shall contain the following:
  - *Executive summary*
  - ~~Overview of NHIDCL organization and activities, and project financing and cost recovery mechanisms~~
  - *Project description including possible alternative technical/engineering alternatives and Geophysical Report*
  - *Methodology adopted for the feasibility study*
  - *Socioeconomic profile of the project areas*
  - *Indicative design standards, methodologies and specifications*
  - *Traffic/Parking surveys and analysis*
  - *Environmental screening and preliminary environmental assessment*
  - *Cost estimates based on preliminary rate analysis and bill of quantities*
  - *Design and Drawings*
  - *Economic and financial analysis*
  - *Conclusions and recommendations*

## **STAGE-III**

### **10.4 Detailed Project Report**

**Volume-I, Main Report:** This report will present the project background, social analysis of the project, surveys and investigations carried out, analysis and interpretation of survey and investigation data, traffic studies and parking demand, 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 including what not limited to the reports such as General Project Description, Horizontal and Vertical Tunnel car parking Alignment, angle of parking, approach design, marking of parking, drawing, ramp design, Tunnel car parking Safety concept, Ventilation Concept and design, Ventilation shafts, fire fighting etc., Hydraulic Design, Construction Method, Geotechnical/Geological evaluation (Geotechnical Factual report, Geotechnical Interpretive Report, High Resolution Satellite Imagery) and Rock Mass classification, Tunnel car parking layout and Construction Time, Construction Cost etc.

**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 tunnel car parking and while Part-II shall deal with the design of approximate 400-500 car parking, ramp, pavement composition. The sub-soil exploration report including the complete details of boring done, bore log report, geotechnical base line report, adoption of construction method, analyses and interpretation of data and the selection of design parameters shall be included as an Appendix to the Design Report.

The tentative 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.

**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. Reports such as Seismicity and Siesmo-Techtonics, Construction Material Survey, Chemical Analysis, Geological Report, Report of Water sample, Topographic Survey Report, Rock Analysis etc.

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

**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. The report should invariably include but not limited to the reports such as Muck Disposal Plan, Solid Waste Management, Energy Alternatives, Health Care, Noise Pollution & Air control, R & R reposts, Environmental Monitoring, Summary of cost, etc.

**Volume - V, Technical Specifications:** The MORT&H's Technical Specifications Tunnel and Road works, Parking guidelines shall be followed for this study (IRC:SP:91 and Ministry Circular No. RW/NH-34072/1/2015-S&R (B) dated 18.08.2016). However, Part II: Technical Specifications shall contain the special technical specifications which are not covered by MORTH Specifications for Tunnel and Roads (latest edition / revision) and also specific quality control norms for the construction of works.

**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. The rates for material, labour and machinery should be based on the “Standard Data Book for Analysis of Rates” (SoR) of Ministry of Road Transport and Highways published by Indian Road Congress (IRC). Where the SoR rates do not cover all items for tunnel car parking construction works, all machinery, labour and/or material, ventilation, lighting, firefighting rates concerning tunnel car parking construction should be determined from international price data of the relevant year and verified with actual Indian tunnel projects with similar layout and boundary conditions.

**Volume - VII, Cost Estimates:** This volume will present the cost of each item of work, utilities, firefighting etc. as well as a summary of total cost.

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

**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.

**Volume-X, Security/Clearances proposal:** Ground Marking of alignment and report on tentative tunnel car parking alignment, section, garade, portal positions and finding altitude and grid reference of the portal and proposed right-of-way limits to appreciate the requirements of land acquisition; Strip plans showing the position of existing utilities and services indicating clearly the position of their relocation, dumping zone; Proposal for various clearances such as environment, dumping and forest clearances etc. as per site condition; estimate of utility shifting etc. as per site requirement

## **STAGE: IV**

### **10.5 Bid documents and technical schedules (tunnel car parking)**

#### **Bid documents**

- The consultant shall prepare bid documents for EPC, PPP or other modes of contracting as suggested by NHIDCL.
- Individual bid documents will be submitted for each mode suggested
- 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.

#### **Technical Schedules**

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

### **11. Interaction with NHIDCL**

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.

The National Highways and Infrastructure Development Corporation Ltd officers and other Government officers may visit the site at any time, individually or collectively to acquaint/supervise the field investigation and survey works.

The consultant shall be required to send one hard and soft copy of concise Monthly Progress Report by the 5th day of the following month to the designated officer so that progress could be monitored by The National Highways and Infrastructure Development Corporation Ltd. 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 are foreseen during the currency of project preparation.

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**

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**

The CD's containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to NHIDCL at the time of the submission of the Final Report.

**ENCLOSURE-I**

**MANNINGSCHEDULE**

**Deleted**

**ENCLOSURE-II**

**Qualification and Experience Requirement of Key Personnel for Tunnel Car Parking**

Deleted

**ENCLOSURE-III**

**Schedule for submission of Reports and Documents**

<b>Stage No.</b>	<b>Activity</b>	<b>No. of copies</b>	<b>Time Period in days</b>
	<b>Monthly Reports</b>	3	By 5 <sup>th</sup> day of every month
1	<b>Inception Report including QAP</b>	3	10
2	<b>F.S. REPORT</b>		
	i) Draft Feasibility Study Report including option study report	3	25
	ii) Comments of client	3	30
	iii) Final Feasibility Study Report incorporating compliance of comments of Client	3	40
3	<b>Detailed Project Report</b>		
	i) Draft DPR	3	60
	ii) Comments of client	3	65
	iii) Final DPR incorporating compliance of comments of Client	3	75
4	<b>Technical Schedules</b>		
	i) Draft Technical Schedules	3	80
	ii) Comments of client		85
	iii) Final technical schedule	3	90
		3	

**Proof of Eligibility**

Form-E1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

**To,**

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

**Sub: Appointment of Consultant for “Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) and (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.”**

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 uploaded on INFRACON 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 than 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. Deleted.
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 (as per clause 4.1 of LoI) and INFRACON Team I.D no. . 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)

Form-E2/T3

**FIRM'S REFERENCES**

**Relevant Services Carried out in the Last Seven Years, Which Best Illustrate Qualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff Months :
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in INR/current USD) :
Name of JV/Association Firm(s) if any :		No. of Months of Professional Staff provided by Associated Firm(s)
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate		
Narrative Description of Project :		
Description of Actual Services Provided by your Company:		

**Signature of Authorized Representative**

**(Certificate from Employer regarding experience should be furnished)**

**APPENDIX-II**

**Form- E3**

**Financial Capacity of the Applicant**

Name of Applicant:

Sr. No.	[Financial Year]*	Annual Revenue (Rs.)
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	
5	2022-23	

**Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that -----(name of the Applicant) has received the payments shown above against the respective years on account of Consultancy Services.

Name of the audit firm Seal of the audit firm Date

(Signature, name and designation of the authorized signatory)

<sup>\$</sup>In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual account of the Applicant.

**Note:**

\*Financial year to be modified as applicable

Please do not attach any printed Annual Financial Statement.

(Form-T1)

**TECHNICAL PROPOSAL**

**FROM:**

**TO:**

---



---



---



---



---



---



---



---

Sir:

**Sub: Appointment of Consultant for “Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) and (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.”**

**Regarding Technical Proposal**

I/We \_\_\_\_\_ (name of Bidder) Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as Consultant for.....

Yours faithfully,

\_\_\_\_\_  
Signature

Full Name

Designation

Address

**(Authorized Representative)**

**(Form-T-2)**

**Details of projects for which Technical and Financial Proposals have been submitted**

<b>Sl. No.</b>	<b>Name of Project</b>	<b>Consultancy Package No.</b>	<b>Names of Proposed Key Personnel</b>

**Form-T-4**

**SITE APPRECIATION**

Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to demonstrate that responsible personnel of the Consultant have actually visited the site and familiarized with the salient details/complexities and scope of services.

**Form-T5**

**Composition of the Team Personnel and the task which would be assigned to each Team Member**

I. Technical/Managerial Staff

---

Sr. No.	Name	Position	Task Assignment
1.			
2.			
3.			
.....			

II. Support Staff

---

Sr.No.	Name	Position	Task Assignment
1.			
2.			
3.			
.....			

**APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

The approach and methodology will be detailed precisely under the following topics.

	Composition of the team	[not more than 2 page]
	Methodology for services, surveying, data collection and analysis	[not more than 10 pages]
	Quality Assurance system for consultancy assignment [not more than 5 page]	

**Details of Material Testing Facility**

**(Detail are to be uploaded on the INFRACON portal along with the certificates)**

1. State whether the Applicant has in-house Material Testing Facility Available / Outsourced / NotAvailable
2. In case answer to 1 is Available, attach a list of Lab equipment and facility for testing of materialsand location of laboratory
3. In case laboratory is located at a distance of more than 400 km from the project site, statearrangements made / proposed to be made for testing of materials
4. In case answer to 1 is Outsourced / Not Available state arrangements made / proposed to be made for testing of materials.

**Facility for Field investigation and Testing**

1. State whether the Applicant has in-house Facility for
  - a) Geo-technical investigation Available / Outsourced/ Not Available
  - b) Geo-physical investigation Available / Outsourced/ Not Available
2. In case answer to 1 is Available, a list of field investigation and testing equipments available in- house
3. In case answer to 1 is Outsourced/ Not Available, arrangements made/proposed to be made for each of above Field investigation and testing
4. For experience in better technology for topographic survey, GPR and Induction Locator or better technologies for detection of sub-surface utilities.

**Office Equipment and Software**

**Attach a list of office equipment and software for tunneling owned by the Applicant**

**(Undertakings)**

**UNDERTAKING FROM CONSULTING FIRM**

Name of Work:

The undersigned on behalf of .....(Name of Consulting Firm) with .....(INFRACON ID) certify that none of the Key Personnel included in our team to the best of our knowledge has left his/her assignment with any consulting/ contracting firm engaged by MoRT&H /NHAI/NHIDCL/ IAHE/BRO/ State PWD or any other MoRTH implementing agency. We also confirm the truthfulness of the credentials uploaded by our firm/JV Member/Associate ~~and all the~~ Key Personnel proposed in our team on INFRACON.

We understand that if any information about our firm/JV Member/Associate / Key Personnel is found contrary to what has been uploaded on INFRACON, the Client would be at liberty to remove the concerned personnel from the present assignment and debar our firm/JV Member/Associate / Key Personnel for an appropriate period to be decided by the Client.

Date:

Place:

Signature

(Name of Authorized Signatory)

**Appendix-IV  
(Form-I)**

**Financial Proposals**

FROM: _____ _____ _____	TO: _____ _____ _____
-------------------------------	-----------------------------

Sir:

Subject: Consultants' Services for

\_\_\_\_\_  
  
\_\_\_\_\_

Regarding Price Proposal

I/We \_\_\_\_\_ Consultant/consultancy firm herewith enclose  
\*PriceProposal 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.

**Format of Financial Proposal****Summary of Cost in Local Currency (INR)**

<b>Sl No</b>	<b>Package</b>	<b>Name of the Participant/bidder for respective package</b>
<b>BOQ</b>	<b>Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) and (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.</b>	

**(Form-III)**

**Deleted**

## Appendix-V

### Detailed Evaluation Criteria

#### 1. **First Stage Evaluation -Proof of Eligibility (Para 12.1 of Data Sheet)**

##### 1.1 **Eligibility criteria for sole applicant firm.**

The sole applicant firm shall satisfy the following 3 (Three) Nos. of criteria.

(a) & (b) Firm should have experience of preparation of DPR/Feasibility for Road/Rail/Metro tunnels of aggregate length as given below. The firm should have also prepared DPR/Feasibility for atleast one project of Road/Rail/Metro tunnels of minimum length as indicated below in the last 7 years.

S. No.	Package No.	Tentative Length	Minimum Aggregate Length required	Minimum length of a Eligible Project (Tunnel Car parking)	
				DPR = 0.4 x Tentative Length	Feasibility = 0.6 x Tentative Length
1	2	3	4	5	6
1.	-	500 m	500 m	200m	300m

Note: Similar project means Road/Rail/Metro tunnels as applicable for the project for which RFP is invited for 2/4/6 lane as applicable for the project for which RFP is invited. For 2 lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.1.0 crore

(b) Annual Average Turn Over for the last 5 years {In cases where, Audited/Certified copy of Balance Sheet for the FY 2022-23 is available, last five years shall be counted from 2018-19 to 2022-23. However, where audited/certified copy of the Balance Sheet for the FY 2022-23 is not available (as certified by the Statutory auditor) then in such cases last five years shall be considered from 2017-18 to 2021-22} of the firm from Consultancy services should be equal to more than Rs.2 crore.

##### 1.2 **Eligibility criteria for Lead Partner/Other Partner in case of JV.**

In case of JV, the Lead Partner should fulfill at least 75% of all eligibility requirements and the other partner shall fulfill at least 50% of all eligibility requirements as given at 1.1 above. Thus a Firm applying as Lead Partner/Other Partner in case of JV/Associate should satisfy the following (a) & (b) Firm should have experience of preparation of DPR/Feasibility of tunnel of aggregate length as given below. The firm should have also prepared DPR/Feasibility of at least one project of 375m tunnel` minimum length as indicated below in the last 7 years (i.e. from 2016-23 onwards)

S. No.	Package No.	Minimum Aggregate Length required of DPR/ Feasibility km)		Minimum length of a Eligible Project			
		Lead inJV	Other Partner in JV	DPR		Feasibility	
		Lead inJV	Other Partner in JV	Lead inJV	Other Partner inJV	Lead inJV	Other Partner in JV

**c ) Minimum Annual Average Turn Over** for the last five years {In cases where, Audited/Certified copy of Balance Sheet for the FY 2022-23 is available, last five years shall be counted from 2018-19 to 2022-23. However, where audited/certified copy of the Balance Sheet for the FY 2022-23 is not available (as certified by the Statutory auditor) then in such cases last five years shall be considered from 2017-18 to 2021-22} of a firm applying as Lead Partner/Other Partner in case of JV from Consultancy services should be as given below:

No.	Mode of Submission by a firm	Annual Average Turn Over for the last five years
1	Lead Partner in a JV	Rs. 1.50 crore
2	Other Lead Partner in a JV	Rs. 1 crore

**Note:** (i) Weightage to be given when experience by a Firm as Sole Firm/Lead Partner in a JV/Other Partner in a JV/As Associate

No.	Status of the firm in carrying out DPR/ Feasibility Study	Weightage for experience
1	Sole firm	100%
2	Lead partner in a JV	75%
3	Other partner in a JV	50 %
4	As Associate	25%

(ii) The experience of a firm in preparation of DPR for a private Concessionaire/contractor shall not be considered.

Second Stage Evaluation -Technical Evaluation (Para 12.2 of Data Sheet)

**Firm's relevant experience in last 7 years (70)**

A.

S. No.	Description	Maximum Points	Sub-Points
<b>1</b>	<b>Specific experience of the DPR consultancy related to the assignment for eligibility</b>	<b>35</b>	
<b>1.1</b>	Aggregate Length of DPR / Feasibility study of Tunnel projects/ Road/Rail/metro tunnel projects	<b>20</b>	
1.1.1	More than the indicative Length of the package		12
1.1.2	More than 2 times the indicative length of the package		16
1.1.3	More than 3 times the indicative length of the package		20
<b>1.2</b>	DPR for Tunnel Road/Rail/metro tunnel projects each equal to or more than 40 % of indicative tunnel length (or Feasibility Study each equal to or more than 60 % of indicative tunnel length)	<b>15</b>	
1.2.1	1 project		11
1.2.2	2 projects		13
1.2.3	≥ 3 projects		15
<b>2</b>	<b>Specific experience of firms in terms of turnover</b>	<b>35</b>	
2.1	Firm's Average Turnover of last five years= 2 crore		25
2.2	Firm Average Turnover of last five years 2 -4 crore		30
2.3	Firm Average Turnover of last five years more than 4 crore		35

**B. Material testing, survey and investigation, equipment and software proposed to be used  
(20)**

<b>S. No.</b>	<b>Description</b>	<b>Maximum Points</b>	<b>Sub-Points</b>
<b>1</b>	<b>Availability of Material Testing Facilities</b>	<b>3</b>	
1.1	Owned (Available In house)		3
1.2	Outsourced (Hire basis/Through Associate)		2.25
<b>2</b>	<b>Availability of Field Investigation Facilities with persons/resources having operational skills of the equipment</b>	<b>5</b>	
<b>2.1</b>	<b>(a) Geo Technical Investigation</b>		
2.11	Owned (Available In house)		5
2.2	Outsourced (Hire basis/Through Associate)		4
<b>3</b>	<b>Availability of Office Equipment and Software for tunnel projects with persons/resources having operational skills of the equipment</b>	<b>3</b>	
3.1	Owned (Available In house)		3
3.2	Outsourced (Hire basis/Through Associate)		2.25
<b>4</b>	<b>Experience for topographic survey (Infrastructure Sector)</b>	<b>5</b>	
4.1	1 project		1
4.2	2 projects		2
4.3	3 projects		3
4.4	4 projects		4
4.5	≥ 5 projects		5
<b>5</b>	<b>Experience in using GPR and Induction Locator or better technologies for detection of sub-surface utilities (Infrastructure sector)</b>	<b>4</b>	
5.1	1 project		1
5.2	2 projects		2
5.3	3 projects		3
5.4	≥ 4 projects		4

**C. Adequacy of Approach (10)**

<b>S. No.</b>	<b>Description</b>	<b>Maximum point</b>
1	Site Appreciation	3
2	Team Composition and task assignment	3
3	Approach and initial view on project plan	4
Total		10

**Qualification and relevant experience of the proposed key personnel**  
**Deleted**

**Appendix-VI**

**Details of Ongoing and Awarded works in NHIDCL**  
**Details of Ongoing & Awarded (for which LOA has been issued) works in**  
**NHIDCL (Ref Clause ..... of Section-..... of RFP)**

S.N	Name of the work	Contract Price (Rs. Cr.)	Appointed Date	Original Scheduled completion date	Progress as on Date	Likely date of Completion	Remarks, if any

I/We certify that all the information furnished above is true in all respects

Name of the Bidder:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Date:

Place:

**APPENDIX-VII**

**DRAFT CONTRACT AGREEMENT**

Between

**National Highways & Infrastructure Development Corporation Ltd.**  
Regional Office, C-24, Ajabpur Kalan, near JP Badminton Academy, Doon University Road,  
Dehradun, Uttarakhand- 248121

**And**

M/s ..... in JV with M/s .....

For

**Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) and (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.**

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## **CONTRACT**

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- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
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- 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: Format for Bank Guarantee for Performance Security
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**DRAFT CONTRACT FOR CONSULTANT'S SERVICES**

## **CONTRACT FOR CONSULTANTS' SERVICES**

**Consultancy Services for Preparation of Detailed Project Report for Tunnel Car Parking at (i) Near GMVN Guest House, Nala Guptkashi (NH-109) and (ii) Near Sersi (NH-109) (iii) Gangnani Hot Water Spring (NH-34), Uttarkashi and (iv) Gangotri Dham (NH-34), Uttarkashi in the State of Uttarakhand.**

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----  
-----2023, between, on the one hand, NHIDCL, RO-Dehradun (hereinafter called the "Client") and,  
on the other hand, M/s..... in JV 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 respectivenames as of the day and year first above written.

FOR AND ON BEHALF OF  
NHIDCL

Witness

1. Signature

NameAddress

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**

### **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 Dehradun 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 email 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-G) 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 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 Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be 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 Majeure 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 Clause 2.9.1, 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 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 Contract, 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 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**

Deleted

### **4.3 Approval of Personnel**

Deleted

### **4.4 Working Hours, Overtime, Leave, etc.**

Deleted

### **4.5 Removal and/or Replacement of Key Personnel**

Deleted

### **4.6 Project Manager**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person from its Head Office as Project Manager who shall be responsible for day to day performance of the 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) Payment Schedule

S. No.	Stages	Payment %
1.	On submission of Inception and QAP Report	10
2.	On submission of Draft Feasibility Report	15
3.	On submission of Final Feasibility Report	15
4.	On submission of Draft DPR Report	15
5.	On submission of Final DPR Report	25
6.	On submission of Technical Schedule	10
7.	On appointed date of Civil Contract	10
	Total	100

~~Note: Consultants have to provide a certificate that consultant 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.~~

- (a) 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.
- (b) The Client shall cause the payment of the Consultants in Para 6.3 (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.
- (c) 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 thereupon 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.
- (d) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

Efforts need to be made by the Consultant to submit the schedule reports. However, due to reasons beyond the reasonable control of Consultant, if the schedule

submission of reports / documents 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 tunnel car parking. All the designs and drawings for tunnel car parking and structures including all their components shall be fully checked and approved by proof consultant. The cost of the proof consultant shall be borne by the DPR consultant. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the tunnel car parking 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 10% 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. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid upto the period as above. Out of this 15%, 10% shall be in the form of Bank Guarantee 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 +/- 2% 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. For discrepancy of more than + / - 2% of the area of land to be acquired, the firm shall be declared as non performing as per para 7.4.2.
- iii. If there is a variation in quantities of various items of utilities shifting during the execution

of the project upto an extent of +/- 10% of the quantity 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	1.0 to 1.5
	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	1.0 to 1.5
	a) Incomplete surveys	
	b) Data not analyzed properly	
	c) The substrata substantially different from the actual strata found during construction.	
Sr. No.	Item	Penalty (%age of contract value)
3	Traffic data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.	0.5 to 1.0
4	<del>Axle load data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.</del>	<del>0.5 to 1.0</del>
5	Structural Designs found to be unsafe or grossly over designed	The firm shall be considered as nonperforming as per para 7.4.2.

### 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 Debarring / Non Performing**

In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of NHIDCL, the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the Ministry (including NHAI, NHIDCL, BRO, etc.) for a period of 5 years.

## **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.

### **9.2 Dispute Resolution**

**9.2.1** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

**9.2.2** The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non – privileged records, information and data pertaining to any dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Chairman of NHIDCL] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no

later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 9.4.

#### **9.4 Arbitration**

**9.4.1** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be \*\*\*\*\* and the language of arbitration proceedings shall be English.

**9.4.2** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

#### **9.4.3 Substitute Arbitrator**

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.

#### **9.4.4 Qualifications of Arbitrator**

**9.4.5** The sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.

**9.4.6** The Arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

**9.4.7** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

**9.4.8** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

#### **9.4.9 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) The schedule of Expenses and Fee payable to the Arbitrator shall be as under

S. No.	Particulars of Fees and Expenses	Maximum amount payable per case
1	Fee	(i) Rs. 25,000/- per day (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT; Alternatively, the Arbitrator may opt for a lump – sum fee of Rs. 5.00 Lakh per case including counter claims.
2	Reading charges- One Time	Rs 25,000/- per case including counterclaims.
3	One –time charges for Secretarial Assistance and Incidental charges (telephone, fax, postage ets.)	Rs. 25,000/- per case
4	One time Charges for publishing/declaration of the award	Rs. 40,000/-
5	Other expenses (As per actual against bills subject to celling given below Travelling 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); or a) Rs. 8000 per day (in other cities); or Rs. 5,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs. 2000 /- per day
7	Extra charges for days other than meeting days (maximum for 2 X ½ days)	Rs. 5000 /- per day for outstation Arbitrator
Note	1. Lodging boarding and travelling expenses shall be allowed only for those arbitrator who is residing 100 kms. Away from the venue of meeting, 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

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

**10. Change of Scope**  
Deleted



## **Special Condition of Contract**

**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 :**

**Attention :**

**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 : ( -- )**

Director, NHIDCL ( -- )

For the Consultant: Name

Designation

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.

**2.1 The effectiveness conditions are the following:**

- a) The contract has been approved by NHIDCL.
- b) The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to **3% of the total contract value from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is given in clause 6.1 of LOI. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted.** In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 3% of the total contract value 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 foreclosure / termination.**

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 "Ten days" or such other time period as the Parties may agree in writing.

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

**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 one year 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 whereby 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.

3.9 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 Tunnel Engineer in Appendix B shall serve in that capacity, as specified in Clause 4.6.

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 to be appointed as per the procedure below

a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party

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

## **Appendix A**

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

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## **Appendix B**

Consultants' Sub consultants, Key Personnel and Sub Professional Personnel

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## **Appendix C**

### Hours of work for consultants Personnel

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Deleted

## **Appendix D**

### Duties of the Client

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**Appendix E**  
Cost Estimate

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**Appendix F:**

Copy of letter of invitation

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**Appendix G:**

Copy of letter of acceptance

## Appendix – H

### Format for Bank Guarantee for Performance Security

To,

**Executive Director (P)**

**NHIDCL, Regional Office-Dehradun,  
C-24, Ajabpur Kalan, near JP Badminton Academy  
Doon University Road,  
Dehradun, Uttarakhand-248121**

In consideration of NHIDCL (here in after 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 Acceptance No. .... dated .....

and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees ..... ) excluding Goods & service tax for “.....” (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.

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)

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

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

**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 Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	NHIDCL RO DDN UT GOVT DPR
2	Beneficiary Bank Account No.	120002182762
3	Beneficiary Bank Branch IFSC	CNRB0018518
4	Beneficiary Bank Address	Canara Bank, Dehradun

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

## **Appendix I: Minutes of Pre-bid meeting**

**APPENDIX-VIII**  
**INTEGRITY PACT**

This integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**BETWEEN**

**[President of India through National Highways Infrastructure Development Corporation Limited (NHIDCL) under Ministry of Road Transport & Highways, Government of India** represented by Managing Director and having its principal office 3<sup>rd</sup> Floor PTI Building 4,Parliament Street New Delhi-110001, (hereinafter referred to as the “**Principal/Owner**” which expression shall, unless repugnant to the context or meaning thereof,include its administrators, successors and assigns)

**AND**

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

**Preamble**

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

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relationswith its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents andcontract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

**Article-1: Commitments of the Principal**

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

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

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

(b) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be

a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

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

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

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

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

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/

Consultant(s) from the tender process.

- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) have committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article – 4: Compensation for Damages.**

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

and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

**Article – 5: Previous Transgressions**

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

**Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/Consultants/ Subcontractors**

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

Pact or violate its provisions.

**Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).**

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

**Article- 8: Independent External Monitor (IEM)**

- (1) The Principal has appointed as Independent External Monitor (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to

him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

#### **Article – 9 Pact Duration**

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

#### **Article - 10 Other Provisions.**

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

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

(For & On behalf of the Principal) (Office Seal )	(For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant )
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Place\_\_\_\_\_ Date\_\_\_\_\_

Witness 1: (Name &

Address): Witness 2 : (Name

& Address):

*{COUNTERSIGNED and accepted*

*by:JV Partner}*