National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road Transport & Highways)

Government of India

Short Term Tender for "Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram".

REQUEST FOR PROPOSAL (RFP)

December, 2019

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

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

Government of India

NOTICE INVITING TENDER (NIT)

1. NHIDCL has been assigned the work of **"Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram".**

2. Proposals are hereby invited from eligible Consultants for preparation of Detailed Project Report of **"Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram"** (as per Annex-1).

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

3. Bid must be submitted online at e-tender portal of NHIDCL https://eprocure.gov.in on or before **17.12.2019 (1100 Hrs).**

4. The following schedule is to be followed for this assignment:

   i) Deadline for downloading of bid: **17.12.2019 at 1100Hrs**

   ii) Deadline for Submission of bids: **17.12.2019 at 1100Hrs**

Yours sincerely,

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

Tel: 011-23461684
E-mail: gmt5@nhidcl.com
Website: www.nhidcl.com

Letter of Invitation (LOI)

NHIDCL/BM/Mizoram/DPR/NH-302/2019-20 Dated: 10.12.2019

Dear Sir,

Sub: Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram.

1 INTRODUCTION

1.1 The National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) a fully owned PSU of MoRTH has been constituted for faster, economical and quality Road Construction work throughout India. The National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of **Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram**.

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

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

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

i. M/s Intercontinental Consultants & Technocrats Pvt. Ltd.
ii. M/s PADECO Co. Ltd Japan.
iii. M/s Nippon Koei Co. Ltd. / M/s Nippon Koei India Pvt. Ltd.
iv. M/s STUP Consultants Pvt. Ltd.
v. M/s TPF GETINSA EUROESTUDIOS S.L.
vi. M/s Rodic Consultants Pvt. Ltd.
vii. M/s Anandjiwala Infra Advisory
viii. M/s CM Engineering & Solution
ix. M/s Transys Consulting Pvt. Ltd.
x. M/s CE Testing Company Pvt. Ltd.
xi. M/s K&J Projects Pvt.Ltd.

1.3.1 Joint venture among the firms mentioned in clause 1.3 above may form JV, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partner). The work shall be awarded to this Consultant shall be based on the least cost to NHIDCL i.e. L1 cost. The above consultants are hereby invited to submit proposals in the manner prescribed in the RFP.

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 Deleted.

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

1.7 Please note that (i) costs of preparing the proposal and of negotiating the contract if any, 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/ Association 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/ Association (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. Name of Lead Firm and other partner of JV 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/Association for the proposed services

v. An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services

vi. The authorized representative of the joint venture/ Association shall give a Letter of Association, MOU as in i) to vi) above except v, letter of Authorization, copies of

GPA/SPA for the person signing the documents and a certificate of incorporation.

1.8.3 In case of Joint venture, one of the firms which preferably have relatively higher experience, will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm 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 and payments for and on behalf of the Joint Venture. 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 Deleted.

1.10 **BID Security:** The Consultant has to sign a Bid securing declaration accepting that if the Consultant withdraw or modify its bid during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date or if the Consultant is awarded the contract and fail to sign the contract in the request for bid documents, the bidder will be suspended for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at **Appendix-IX** (Format for Bid Securing Declaration).

1.11 The Applicant, by submitting its Application 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 Applicant shall be debarred from participating in the future projects of the NHIDCL in the following situations:

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

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

2 DOCUMENTS

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

2.2 Deleted.

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

Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

3 PREPARATION OF PROPOSAL

The proposal must be prepared as below:

Part 1: Technical Proposal

Part 2: Financial Proposal

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

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

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

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

iv. In case of Joint Venture/ Association 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/ Association as detailed at para 1.8.2 above.

v. The bid securing declaration shall be submitted as per the format at Appendix-IX (Format for Bid Securing Declaration).

vi. Integrity Pact.

3.2 Deleted.

3.3 Financial Proposal

3.3.1 The Financial proposal should be submitted on lump sum cost basis assessed by the consultant to be associated with the assignment. These shall cover: Review of the DPR prepared by State PWD, review & updation of cost analysis, details of land acquisition and other pre-construction activities and requisite clearances from the concerned state government agencies. Your financial proposal should be prepared strictly using, the formats attached in ***Appendix – IV***. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in *Appendix-IV* shall be considered non- responsive and is liable to be rejected.

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

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

3.3.4 Deleted.

4 SUBMISSION OF PROPOSALS

4.1 Deleted.

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

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

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

4.2.1 This envelope will contain the following:

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

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

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

iv. In case of 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.

v. The bid securing declaration shall be submitted as per the format at Appendix-IX (Format for Bid Securing Declaration).

vi. Integrity Pact.

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

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

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

5 TECHNICAL PROPOSAL EVALUATION

5.1 Stage I- Responsiveness of the Proposal

The proposal shall be considered for Financial Opening if:

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

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

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

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

v. In case a Joint Venture/ Association 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/Association as detailed at para 1.8.2 above.

vi. The bid securing declaration shall be submitted as per the format at Appendix-IX (Format for Bid Securing Declaration).

vii. Integrity Pact.

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.

5.2 Only the responsive proposals are eligible for Financial Opening.

5.3 Stage II- Evaluation of Financial Proposal

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

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

5.4 Most Preferred Bidder (L-1)

A Consultant with the lowest financial quote shall be declared as the **most preferred bidder** (L-1).

6 PERFORMANCE SECURITY

No Performance Security is required to be submitted for this work. However, retention money for an amount equivalent to 10% of the contract value shall be retained from every RA bill for performance and 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 10%, 5% shall be in the form of Bank Guarantee and 5% shall be the amount retained from Consultancy fee payable to the Consultant.

7 PENALTY

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

8 AWARD OF CONTRACT

The Client shall issue letter of award to selected Consultant. The selected Consultant has to sign the Contract Agreement within 7 (seven) days from receipt of LOA.

9 SIGNING OF CONTRACT AGREEMENT

The Client shall invite the selected Consultant for signing of Contract Agreement on a date and time convenient to both parties within 7 (seven) days of issuance of LOA.

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

i. Notice Inviting Tender (NIT)
ii. Request For Proposal (RFP)
iii. Amendments / corrigendum to RFP
iv. List of bidders who submitted the bids up to the deadline of submission
v. Name of the bidders 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

(d) will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer."

12 CONFIRMATION

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

Thanking you,

Encl.: Annex-1

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

Tel: 011-23461684
E-mail: gmt5@nhidcl.com
Website: www.nhidcl.com

Annex-I

Details of the stretch proposed for DPR preparation

S. No.	NH No.	Name of Assignment	State	Tentative Length (in km)	Package No.
1	2	3	4	5	7
1.	NH-302	Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram	Mizoram	96	NHIDCL/BM/Mizoram/DPR/NH-302/2019-20

DATA SHEET

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

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

(Ref. Para 1.1)

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

3 Duration of the Project – **120 Days**

4 DELETED

5 The Documents are:

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

(Ref. Para 2.1)

6 Bid Security: The Consultant has to submit Bid Securing Declaration as per the format at Appendix-IX (format for Bid Securing Declaration). **(Ref Para 1.10)**

7 Tax and Insurance (Ref. Para 3.3.2)

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

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

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

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

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

General Manager (Tech)
National Highways & Infrastructure
Development Corporation Limited
3rd Floor, PTI Building,
4-Parliament Street
New Delhi-110001
Ph. 011-23461684
Email: gmt5@nhidcl.com

The envelopes must be clearly marked:

i. Original Proposal;
ii. Do not open, except in presence of the evaluation committee on the outer envelope.
iii. Consultancy Package No. :----------
iv. Project Name: ----------
v. Name and Address of Consultant

10 The date, time and Address of bid submission are

Date	**17.12.2019**
Time	**1100 Hrs**
Address	**General Manager (Tech)** **National Highways & Infrastructure** **Development Corporation Limited** **3rd Floor, PTI Building,** **4-Parliament Street** **New Delhi-110001** **Ph. 011-23461684** **Email:** gmt5@nhidcl.com

(Ref. Para 4.4)

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

12 EVALUATION OF FINANCIAL PROPOSAL

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

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

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

Consultants have to quote in Rupees both for domestic Consultant as well as for foreign Consultant.

14 Commencement of Assignment (Date, Location): The Consultants shall commence the Services within 3 (three) days of signing of the Contract Agreement at locations as required for the project stretch stated in TOR. (Ref. Para 1.2 of LOI and 2.3 of GCC/SC)

15 The NHIDCL's Bank Account detail is as given below: **(Ref. Para 2 of NIT)**

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

APPENDIX I

TERMS OF REFERENCE (TOR)

Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram

Terms of Reference for Consultancy Services (TOR)

1 GENERAL

1.1 The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of Consultancy Services for preparation of Detailed Project Report for **Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram**. State PWD has prepared the DPR of this stretch departmentally, the PDF copy of DPR report will be provided to the successful bidder on the date of signing of contract agreement. NHIDCL now invites proposal from Technical consultants for updating detailed project report as per details given in **Annex-1.**

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

2 OBJECTIVE

2.1 The main objective of the consultancy services is to update the DPR prepared by State PWD and to carry out the review & updation of cost analysis, details of land acquisition and other pre-construction activities and requisite clearances from the concerned state government agencies.

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

2.3 The review of Detailed Project Report (DPR) would inter-alia include highway design, design of pavement and overlay with options for flexible or

rigid pavements, design of bridges and cross drainage structures and grade separated structures, design of service roads, quantities of various items, detailed working drawings, detailed cost estimates, economic and financial Viability analyses, environmental and social feasibility, social and environmental action plans as appropriate and documents required for tendering the project on commercial basis for international / local competitive bidding.

3. Scope of Services

3.1 The Consultant shall furnish land acquisition details as per revenue records/maps for further processing of land acquisition. Consultant shall also submit 3a, 3A and 3D draft notification or equivalent for acquisition of land. Scope of services includes all activities up to completion of the Land Acquisition process till 3G Notification as per LA Act of acquisition of land either under NH Act or State Act, as applicable.

3.2 The Consultant shall study the proposed locations and design of toll plaza, if any.

3.3 The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation and the TOR. The Consultant shall prepare documents for EPC contracts for DPR assignment.

3.4 All ready to implement 'good for tender drawings and designs' shall be prepared.

3.5 ***a***. *As regards Railway ROB/RUB, the Consultant will liaise with concerned authorities, wherever required and arrange all clarifications. Approval of all drawings including GAD and detailed engineering drawings will be obtained from the Railways by the Consultant. However, if Railways require proof checking of the drawings prepared by the Consultants, the same will be got done by NHIDCL and payment to the proof Consultant shall be made by NHIDCL directly.*

b. Consultant will also obtain 'NO Objection Certificate' from Ministry of Environment and Forest and also facilitate to obtain the estimates for shifting of utilities of all types involved from concerned local authorities in the DPR. Consultant will also be required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, and 3D, 3G notification as per L.A. act) for acquisition of land either under NH Act or State Act(as applicable).

3.6 Preparation of the Bid Documents of the project for execution.

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

3.8 The Consultant shall prepare the bid documents including required schedules as per EPC mode. For that, it is suggested that Consultant should also go through the EPC documents of ministry (latest available along with its amendments issued thereof)

before bidding the project. The Consultant shall assist the NHIDCL and its Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the project highway and bid documents.

3.9 The Consultant shall be guided in its assignment by the Model Agreement for Engineering, Procurement and Constructions (EPC) and the Manual of Specifications and Standards for two lane of highways through Engineering, Procurement and Constructions (EPC) published by IRC (IRC: SP: 73) (the **"Manual"**) along with relevant IRC codes for design of long bridges.

4. General

4.1 Primary Tasks

General Scope of Services shall cover review of DPR prepared by State PWD for this section of NH-302, but be not limited to the following major tasks:

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

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

iii. public consultation, including consultation with Communities located along the road, NGOs working in the area, other stake-holders and relevant Govt. department.

iv. Confirmation of sources of construction materials;

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

vi. verification of the type and the design of intersections;

vii. verification of design of complete drainage system and disposal point for storm water;

viii. verification of value analysis / value engineering and project costing;

ix. verification of Economic and financial analyses;

x. contract packaging and implementation schedule;

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

xii. Updation of financial viability of project for implementation and suggest the preferred mode on which the project is to be taken up;

xiii. Updation of detailed project report, cost estimate, good for tender drawings and designs, rate analysis, detailed bill of quantities, bid documents for execution of civil works through budgeting resources;

xiv. verification of design of toll plaza and identification of their numbers and location and office cum residential complex including working drawings;

xv. verification of design of weighing stations, parking areas and rest areas;

xvi. verification of any other user oriented facility, enroute toll facility;

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

xviii. safety Audit and signage;

xix. technology options with respective costs.

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

4.2 Standards and Codes of Practices

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

5 Reports and Documents to be verified/updation by the Consultant to NHIDCL

a. Time schedule in respect of services to be carried out has been indicated in the next para. Consultant shall be required to complete, to the satisfaction of the client, all the services within the time frame indicated in the schedule of submission in para 5 pertaining to Reports and Documents.

b. The Consultant shall submit to the client the updated DPR in bound volumes (and not spiral binding form) after completion 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 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.

c. The time schedule for various submissions prescribed in Enclosure-III above shall be strictly adhered to. No time-over-run in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at in Enclosure-III above are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative to undertake the project preparation activities in construction package (Section) simultaneously.

5.1 Updation of Detailed Project Report (DPR)

1. The DPR prepared by State PWD shall be updated by the Consultant which consist of construction package-wise Main Report, Design Report, Materials Report, Engineering Report, Drainage Design Report, Economic and Financial Analysis Report, Environmental Assessment Report including Resettlement Action Plan (RAP), Package-wise bid Documents and Drawings.

2. The updated report volumes shall be submitted as per para 5.

3. The updated Documents and Drawings shall be submitted for the Package and shall be in the following format:

Reports

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

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

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

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

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

iii. ***Volume - III, Materials Report:*** *The Materials Report shall contain details concerning the proposed borrow areas and quarries for construction materials and possible sources of water for construction purposes. The*

report shall include details on locations of borrow areas and quarries shown on maps and charts and also the estimated quantities with mass haul diagram including possible end use with leads involved, the details of sampling and testing carried out and results in the form of important index values with possible end use thereof.

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

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

iv. ***Volume - IV, Deleted.***

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

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

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

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

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

a. *Horizontal Alignment and Longitudinal Profile.*
b. *Cross-section @ 50m interval along the alignment within ROW*
c. *Typical Cross-Sections with details of pavement structure.*
d. *Detailed Working Drawings for individual Culverts and Cross-Drainage Structures.*
e. *Detailed Working Drawings for individual Bridges, tunnels and Structures.*
f. *Detailed Drawings for Improvement of At-Grade and Grade-Separated Intersections and Interchanges.*
g. *Drawings for Road Sign, Markings, Toll Plazas, and other Facilities.*
h. *Schematic Diagrams (linear chart) indicating but be not limited to be*

following:

- Widening scheme;
- Locations of median openings, intersections, interchanges, underpasses, overpasses, bypasses;
- Locations of service roads;
- location of traffic signals, traffic signs, road markings, safety features; and,
- Locations of toll plaza, parking areas, weighing stations, bus bays, rest areas, if any.

i. *Drawings for toll plaza, Bus Bays, Parking areas, Rest areas, weighing stations etc.*

All drawings will be prepared in A2 size sheets. The format for plan, cross section and profile drawings shall be finalised in consultation with the concerned NHIDCL officers. The drawings shall also include details of all BM and reference pillars, HIP and VIP. The co-ordinates of all points should be referenced to a common datum, preferably, GTS referencing system. The drawings shall also include the locations of all traffic safety features including traffic signals, signs, markings, crash barriers delineators and rest areas, bus-bays, parking areas etc.

j *The typical cross-section drawings should indicate the scheme for future widening of the carriageway. The proposed cross-sections of road segment passing through urban areas should indicate the provisions for pedestrian movements and suitable measures for surface and sub-surface drainage and lighting, as required.*

k Digital drawings of proposed highway and features

x. ***Volume - X, Civil Work Contract Agreement****: A civil works contract agreement shall be submitted.*

xi. ***Volume-XI, Project Clearances*** *– All the necessary(project related) clearances (such as from MOEF, Railways in respect of ROB/ RUBs, Irrigation Deptt. and any other concerned agencies) shall be obtained by the Consultant and submitted to NHIDCL so that project implementation can straight away proceed without any hold up.*

5.2 Strip Plan and Clearances

1. The Consultants shall submit the following documents:

i. *Details of the centre line of the proposed widened of road along with the existing and proposed right-of-way limits to appreciate the requirements of land acquisition;*

ii. *The information concerning the area including ownership of land to be acquired for the implementation of the project shall be collected from the revenue and other concerned authorities and presented along with the strip plans;*

iii. *Strip plans showing the position of existing utilities and services*

indicating clearly the position of their relocation;

iv. Details for various clearances such as environment and forest clearances;

v. Separate strip plan showing shifting /relocation of each utility services in consultation with the concerned local authorities;

vi. The utility relocation plans should clearly show existing right-of-way and pertinent topographic details including buildings, major trees, fences and other installations such as water-mains, telephone, telegraph and electricity poles, and suggest relocation of the services along with their crossings the highway at designated locations as required and prepare necessary details for submission to the Service Departments;

vii. Detail schedules for acquisition of additional land and additional properties in consultation with the revenue authorities; and

viii. Land Acquisition Plan.

2. The strip plans and land acquisition plan shall be prepared on the basis of data from reconnaissance and detailed topographic surveys.

3. The Report accompanying the strip plans should cover the essential aspects as given under:

i. Kilometre-wise Land Acquisition Plan (LAP) and schedule of ownership thereof and Costs as per Revenue Authorities and also based on realistic rates.

ii. Details of properties, such as buildings and structures falling within the right-of- way and costs of acquisition based on realistic rates.

iii. Kilometre-wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per concerned authorities.

iv. Kilometre-wise account in regard to felling of trees of different type and girth and value estimate of such trees based on realistic rates obtainable from concerned District forest office.

4. The strip plans shall clearly indicate the scheme for widening. The views and suggestions of the concerned State PWDs should be duly taken into account while working out the widening scheme (left, right or symmetrical). The widening scheme shall be finalised in consultation with NHIDCL.

5. Kilometre-wise Strip Plans for section (Package) shall be prepared separately for each concerned agency and suggested by NHIDCL.

5.3 Land Acquisition Report

1. The Land acquisition report shall be prepared and submitted for the entire stretches under the Assignment. The report shall include detailed schedules about acquisition of landholdings as per revenue records and their locations in a strip plan and also the costs as per district authorities. Details shall be submitted in land acquisition proforma to be supplied by NHIDCL. The land acquisition report shall be submitted in both Hindi and English languages.
2. The land acquisition report should be prepared in consultation with affected persons, non-governmental organisations and concerned government agencies and should cover land acquisition and resettlement plans and costs of resettlement and rehabilitation of such affected persons. It should also include plans of compensatory afforestation, its land requirements with specific locations and cost involved for undertaking all such activities in this regard. The Land Acquisition report shall cover all submissions as required for issuance of Notification u/s 3(a), 3(A), 3(D) & 3 (G) on Bhoomirashi Portal of MoRTH alongwith all details as necessary for Forest / Environmental / Wild Life clearances.
3. The estimated cost of land acquisition shall invariably be worked out realistically for all projects before finalization of 3(D) notifications for publication so as enable taking a conscious decision regarding the feasibility of acquiring the land or exploring of other alternatives (such as following alternative alignments, etc.).

5.4 Utility relocation plan

1. The consultant shall prepare a kilometre-wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per estimates from concerned authorities

2. The utility relocation shall contain details regarding:

   i. All utilities identified in the existing and proposed road RoW such as water-mains, telephone, telegraph and electricity poles

   ii. Those utilities that will require shifting to enable construction of the project road

   iii. All necessary details required for submission of utilities shifting proposals to the concerned user agencies

   iv. Copies of utilities shifting proposals made to the concerned user agencies along with suggested relocation of services along with their crossings across the project road at designated locations as required

   v. Details of consultations made with local people and user agencies

   vi. Preliminary scheme for shifting and cost estimates for shifting as per the concerned authorities

vii. Separate strip plan showing shifting/relocation of each utility services prepared in consultation with the concerned local authorities

viii. Draft map and plans showing road centerline, existing right of way, proposed right of way, pertinent topographic details and existing and proposed location of utilities

5.5 Clearances report

1. The consultant shall prepare a report regarding all other clearances required to enable the construction of the project road such as environment, forest, tree cutting and railways clearances

2. The clearances report shall include kilometre-wise requirement of all clearances required presented along with the strip plan including, but not limited to:

   i. Requirements for environmental clearances along the project corridor

   ii. Requirements for forest clearances including type of forest affected, extent of land area needing diversion

   iii. Account of required felling of trees of different type and girth and value estimate of such trees based on realistic rates obtainable from concerned District forest office

   iv. Plan of compensating afforestation, its land requirement with specific locations and cost involved for undertaking all activities in this regard.

   v. Requirements for wildlife clearances

   vi. Requirements for CRZ clearances

   vii. ROB/RUBs along the project corridor to be constructed, widened or modified in any form requiring clearances from the railways

   viii. Clearances from Irrigation Authorities regarding Irrigation structures, etc

3. The clearances report shall also include:

   i. Details of proposals made to concerned agencies and departments

   ii. Date of submission of clearances proposals, Environmental impact assessment report to the competent authority

   iii. Copies of all actual clearance proposals made or drafts of proposals yet to be submitted

   iv. Information regarding points of contact, current status of proposals made, key issues raised and clear next steps to obtaining clearances

4. The consultant shall also assist in attending to queries raised/ furnishing of clarifications towards securing applicable clearances.

5.6 Final Detailed Project Report, Documents and Drawings

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

5.7 Interaction with NHIDCL

1. During entire period of services, the Consultant shall interact continuously with NHIDCL and provide any clarification as regards methods being followed and carryout modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL and prior intimation shall be given to NHIDCL regarding start of key activities such as boring, survey etc. so that inspections of NHIDCL officials could be arranged in time.

2. The NHIDCL officers and other Government officers may visit the site at any time, individually or collectively to acquaint/ supervise the field investigation and survey works. NHIDCL may also appoint a Proof Consultant to supervise the work of the DPR consultant including inter-alia field investigation, survey work, Design work and preconstruction activities

3. The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer at his Head Quarter so that progress could be monitored by the NHIDCL. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the consultant at site office or in Delhi are foreseen during the currency of project preparation.

4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property

5.8 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

5.9 Data and Software

1.

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

b. If required by NHIDCL the consultant shall arrange at their own cost

necessary software for viewing and measurement of imagery/ point cloud data

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

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

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

iv. Economic and Financial Analysis

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

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

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

SUPPLEMENT I

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

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

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

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

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

SUPPLEMENT II

ADDITIONAL REQUIREMENTS FOR BRIDGES

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

Sr. No	Additional points
	dimensions, founding levels, maximum scour level, the design discharge and the HFL, guide bund details. On this, the plan form of the river course with the bridge alignment may also be shown as far as possible. **iv.** General arrangement drawing (GAD) of the proposed new bridge showing number of spans, pier and foundation dimensions. On this, the plan form of the river course with the bridge alignment may also be shown as for as possible. **v.** River cross sections at 500m longitudinal spacing (maximum) up to a distance of 2 times the bridge total length on the upstream side and up to a distance equal to the bridge total length on the downstream with right bank and left bank clearly marked on it. At least one cross section to be provided at the location of the proposed bridge. At each cross section, the bed levels to be taken at a maximum lateral distance of 8 m in flow section and at 25 m in non-flow section respectively. The abrupt variations in the bed levels to be captured by taking measurements at closer locations both in longitudinal as well as lateral directions. **vi.** The cross sections, as for as possible, from high bank to high bank. **vii.** The longitudinal profile of the river along the length of the proposed alignment. **viii.** Size distribution of the river bed material and the bore log data at different locations at the site of the proposed bridge. **ix.** The series of annual peak rainfall and flood of the river for at least 30 years period

SUPPLEMENT-III

ADDITIONAL REQUIREMENT FOR SAFETY AUDIT

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

Stage F-During Feasibility Study

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

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

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

Stage 1 – Completion of Preliminary Design

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

Stage 2 – Completion of Detailed Design

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

C1 : General	Departures from standards Drainage Climatic conditions Landscaping Services apparatus Lay-byes Access Skid resistance Agriculture Safety Fences Adjacent development
C2 : Local Alignment	Visibility New/Existing road interface
C3 : Junctions	Layout Visibility Signing Lighting Road Marking T,X,Y-junctions All roundabouts Traffic signals
C4 : Non-Motorized road users Provision	Adjacent land Pedestrians Cyclists Non-motorized vehicles
C5 : Signs and Lighting	Advanced direction signs Local traffic signs Variable message signs Other traffic signs Lighting
C6: Construction and Operation	Buildability Operational Network Management

Enclosure-I/ Enclosure-II

Deleted

Enclosure-III

Schedule for submission of Reports and Documents

Stage No.	Activity	No. of copies	Time Period in days from date of Commencement
1.	**Technical Schedules for EPC projects**	4	**35**
2.	i)**Draft updated Detailed Project**	4	**30**
	ii) Comments of Client	4	**40**
	iii) Final DPR incorporating compliance of comments of Client	6	**45**
3.	**Project clearances** from concerned agencies i.e. from MOEF;	Original letters from the concerned agencies and photocopies of each. (3 copies each)	**90**
	Project clearances from concerned agencies i.e. from Railway department for approval of GAD and detail engineering drawing of ROB/RUB;		
	Project clearances from concerned agencies i.e. from Irrigation Dept.;		
	Project clearances from concerned agencies i.e. from Land Acquisitions-3(a), 3(A), 3(D) & 3G Notifications.		

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

Enclosure IV: Formats for submission of Reports and Documents

1. Standard formats for deliverables

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

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

iii. In addition, consultants are to align and agree with NHIDCL officials the format of submission for all reports, during the inception stage as mentioned in clause 5 of this terms of reference

2. Format for submission of report deliverables

2.1 Printed hard copies of reports

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

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

2.2 Digital copies of reports

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

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

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

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

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

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

i. Reports for that stage

ii. All draft and final reports previously submitted

iii. Correspondence with NHIDCL

iv. Clients' comments on submitted reports

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

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

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

2. Data products

1. During the course of the assignment, the consultant shall perform several surveys and collect data that will be used for the design of the road and delivered to the client.
2. Consultants are encouraged to keep commonly available software and data packages, and typical uses for data while deciding final formats of data within the constraints of this document or where a format has not been defined
3. As required in clause **Error! Reference source not found.**, consultants are required to agree with NHIDCL all actual data formats proposed to be used for the project
4. In order to standardize data formats and simplify hand over and re-use of data, some requirements for minimum content and format are laid down below.

Sr No	Data Product	Contents Required (Definition)	Data Format
0	Formats to be used	List of data, drawing and design outputs, reporting format, digital format suggested, key data to be included (column headers), units and system to be used	CSV or ODF sheet, .xlsx optional
1	Traffic surveys		
1.1	List of traffic survey points	Point no, location coordinates (lat, long), location of survey point, chainage, no lanes/type of junction, type of survey, date of survey, length of survey, any commentary, equipment/technique used, link to survey output	CSV or ODF sheet, .xlsx optional
1.2	Classified traffic volume count survey	Survey point, survey location, location id (ihmcl), no of lanes, chainage, location coordinates (lat, long), date, time and period of survey	Raw data: IHMCL Traffic survey data format Processed, corrected with AADT: CSV or ODF sheet, .xlsx optional
1.3	O-D, turning movement, axle load and other surveys	Survey point, survey location, location lat, long, chainage, date, time, period of survey, technique/equipment used in addition to the survey data itself	CSV or ODF sheet, .xlsx optional
2	Engineering surveys and investigations		
2.1	Raw DGPS data	Notes must contain Date, time of survey, equipment used, corrections applied is any. Data: Survey benchmarks, benchmark points, location data points	CSV or ODF, Receiver Independent Exchange Format (RINEX)
2.2	LiDAR point cloud	Notes must contain Date, time of survey, equipment, summary post processing applied. Data: Survey benchmarks, data points, point cloud of entire project corridor as defined in	LASer file format for exchange CSV sheet, .xlsx optional
2.3	Images	360 Deg/ ortho images of entire project road way	Geographic Image File Tagged Format (GeoTIFF)

Sr No	Data Product	Contents Required (Definition)	Data Format
2.4	Video	Traverse video of entire project length	Audio video interleave(.avi) or MPEG-4 file(.mp4)
2.5	Topographic map+ contours	1:1000 scale map with 50 cm contours with roadway marked on maps	Contours: geo- referenced shape files(.shp) or.dxf files, .dwg/.dgn files options
2.6	Digital elevation model	Digital terrain modeled from aerial and ground surveys	Digital elevation model in USGS Spatial Data Transfer standard (SDTS) format
2.7	Longitudinal and cross sections	Location of cross section - existing, design chainage, lat, long, Cross section drawing	.dxf files, .dwg/.dgn files options
2.8	As-is road map	3D digital map of as-is project highway containing earth surface, road layers, utilities, buildings and trees with feature data extracted and mapped in layers, marked on the map and tabulated data provided separately. All road, surface, sub surface inventory, pavement investigation and soil survey data to be super-imposed as layers	Digital terrain model and Maps in LandXML/.dxf format, .dwg/.dgn files options Separate CSV or ODF sheet, .xlsx optional of feature data in addition to map
2.9	Details of utility	type of utility, no, class and category of utility installation (e.g. 66 kV xlpe), location, distance from centerline, user agency	CSV or ODF sheet, .xlsx Optional
2.10	Utility maps	geo-referenced schematic map, existing and design road centerline, type of utility, size, no, class and category	Georeferenced shape files (.shp) and drawings in .dxf format
2.11	Road inventory surveys	All data as required in clause 4.11.3.1, geo-referencing for each row of data in lat, long form	CSV or ODF sheet
2.12	Pavement investigation	Test pit reference id, location, chainage, geo-reference (lat, long), pavement composition - layer no, material type, thickness, sub grade type, and condition	CSV or ODF sheet
2.13	Pavement condition survey	Data as required in clause 4.11.3.2, along with location/chainage and geo-reference for all data	CSV or ODF sheet
2.14	Pavement structural strength	FWD results as per IRC guidelines, geo-referencing for test points	CSV or ODF sheet
2.15	Sub-grade and soil strength	In the format of the testing lab, summary details must be tabulated and must include: test pit no, location, chianage, lat/long, date, time of test, tester/lab details, in-situ density, moisture content, field CBR, characterization, in-lab moisture and density, lab CBR	Summary in CSV or ODF sheet
3	Proposed roadway designs		

Sr No	Data Product	Contents Required (Definition)	Data Format
3.1	Proposed alignment geometry	Georeferenced centerline horizontal and vertical alignment for the road To be presented superimposed on surface map, satellite imagery and digital elevation model of region	Geometry or shape files: .shp/.dxf, .dwg/.dgn files options
3.2	Final alignment geometry	Georeferenced centerline horizontal and vertical Alignment for the road. Additional detail on lanes, super elevation, junctions, structures, under/overpasses, PUP/CUP, wayside amenities etc.	Geometry or shape files: .shp/ .dxf, .dwg/.dgn files options
3.3	Proposed roadway model	Proposed digital roadway model and design data- including embankment, road way, road layers, roadside amenities, signals, road furniture, markings and other construction elements in 3D	.dxf/.dtm
3.4	Proposed structures	Geo referenced location and alignment, 3D model of structure and appurtenances, cross section, plan and profile drawings for construction as per IRC	.dxf/.dtm
3.5	Proposed highway cross sections	Roadway cross sections for homogenous sections	.dxf files Digital surface model in .dxf format
4	Other deliverables		
4.1	Digitized cadastral Maps	Digitized revenue map overlaid with key landmarks, land size, survey number and ownership data. min1:1000 scale map with >1mm accuracy	Geometry or shape files: .shp/.dxf, .dwg/.dgn files options
4.2	Financial analysis	Spreadsheet model with instructions, index and containing all inputs and assumptions, time series construction and operating costs, revenues, financing and equity cash flows, NPV/IRR, sensitivity scenarios and results	ODF sheets, MS office .xlsx optional

3. Online hosting and archival of deliverables

3.1 Hosting deliverables online

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

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

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

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

3.2 **Deliverables to be hosted**

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

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

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

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

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

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

3.3 **Time period and costs**

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

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

APPENDIX-II

Form-E1

Letter of Proposal (On Applicant's letter head)

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

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

Dear Sir,

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

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

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

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

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

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

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

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

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

9. I/We certify that in regard to matters other that security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

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

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

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/Lead Member)

Appendix- II

Form-E2/T3-**Deleted**

Form- E3-**Deleted**

Form- E4-**Deleted**

Appendix III

(Form-T1) –**Deleted**

(Form-T-2)-Details of projects for which Technical and Financial Proposals have been submitted – **Deleted.**

Form-E2/T3-FIRM'S REFERENCES-**Deleted**

Form- T4-SITE APPRECIATION-**DELETED**

Form- T5-**DELETED**

Form- T6- APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT-**DELETED**

Form- T7-Details of Material Testing Facility-**Deleted**

Form- T8-**Deleted**

Form- T9-**Deleted**

Form- T10-**Deleted**

Appendix IV

(Form-I)

FINANCIAL PROPOSALS

FROM: TO:

_____ _____

_____ _____

_____ _____

_____ _____

Sir:

Subject: Consultants' Services for

_____

_____

Regarding Price Proposal

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

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

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

(Form-II)-**Deleted**

(Form-III)-**Deleted**

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

Appendix-V

DETAILED EVALUATION CRITERIA- **Deleted.**

Appendix VI

DRAFT CONTRACT AGREEMENT

Between

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road Transport and Highways)

4, Parliament Street, New Delhi-110001

And

M/s ……..

For

Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram

(From km**_____to** km**_____**of NH in the State of Mizoram**)**

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DRAFT CONTRACT FOR CONSULTANT'S SERVICES

CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for preparation of Detailed Project Report and providing pre-construction activities for Construction of 2-laning with hard shoulder configuration of NH-302 (From Lunglei to Tlabung) under 'Bharatmala Pariyojana' in the state of Mizoram

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

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

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Relation between the Parties

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

1.3 Governing Law and Jurisdiction

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

1.4 Language

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

1.5 Table of Contents and Headings

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

1.6 Notices

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

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

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

1.7 Location

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

1.8 Authority of Member in Charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

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

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other

adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

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

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

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

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

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

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

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

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

(a) if the Client fails to pay any money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 8 hereof within forty-five(45) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

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

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

2.9.6 Disputes about Events of Termination

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

3 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Client's prior Approval

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

a) appointing such members of the Personnel as are listed in Appendix B;
b) entering into a subcontract for the performance of any part of the Services, it being understood (i)that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** here to, in the form, in the numbers and within the time periods set

forth in the said Appendix. Reporting stages, review progress and checklist shall be as reflected in the DPR.

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

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

3.10 Equipment and Materials furnished by the Client

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

4 CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Deleted

4.3 Deleted

4.4 Deleted

4.5 Deleted

4.6 Deleted

5 OBLIGATION OF THE CLIENT

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

a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;

b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

c) facilitate prompt clearance through customs of any property required for the Services;

d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services, Facilities and Property of the Client

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1(c) hereinafter.

5.5 Payment

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

6 PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates: Ceiling Amount

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

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

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

6.2 Currency of Payment

a) The payment shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

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

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

(b) Payment Schedule

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

S. No.	Item	Payment as % of Contract Value
1.	On submission of Technical Schedules for EPC projects	10%
2.	On submission of Draft updated DPR	25%
3.	On approval of updated DPR	20%
4.	On completion of Project Clearances (40 %)	
	(i)Completion of 3a, 3A and 3D&3G	20%
	(ii)Forest Clearance and Environmental Clearance	10%
	(iii)Utility Shifting	10%
5.	On Appointed Date of civil contract	5%
	Total	100%

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

(c)No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring)will be as per plan approved by the client and will be paid as per actual at the rates quoted by the consultants .The payment for

the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only.

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

(e)The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety (90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

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

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

7 RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

7.1 General

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

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above

shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

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

7.2 Retention Money

An amount equivalent to 10% of contract value shall be retained from every RA bill for performance and 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 10%, 5% 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 Deleted

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

9.2 Dispute Settlement

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

10 CHANGE OF SCOPE

The change of Scope **on account of variation of total length of project Highway from the indicative length** as given in SC shall be dealt as follows:

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

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

- In case the total length of project increase/ decrease up to more 10% of indicative length given in the RFP **: No change in Consultancy Fees**
- In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the RFP**:** The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10%.

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

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

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

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

1.4 The language is: English

1.6.1 The addresses are:

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

Attention: **General Manager (Technical)**
National Highway & Infrastructure
Development Corporation Ltd.
3rd Floor, PTI Building, 4 Parliament Street
New Delhi-110001
Ph. 0191-23461684
Email: gmt5@nhidcl.com

For the Consultants:

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

1.6.2 Notice will be deemed to be effective as follows:

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

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

1.9 The Authorized Representatives are:

For the Client : (--)

Managing Director, NHIDCL (--)

For the Consultant: Name

Designation

1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2

2.1 The effectiveness conditions are the following:

a) The contract has been approved & signed by NHIDCL.

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

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

3

3.4 Limitation of the Consultants' Liability towards the Client

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

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

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

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

3.5 The risks and the coverage shall be as follows:

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

(b) Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.

(c) i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher**.

iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.

vi) The contract may include a provision thereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

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

4.6 Deleted

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

6.3 (a) No advance payment will be made.

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

6.3 (f) **The account is:**

Account Number : _____

IFSC Code : _____

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

9.2.1 **Selection of Arbitrators**

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

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

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

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

9.2.2 **Rules of Procedure**

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

9.2.3 Substitute Arbitrators

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

9.2.4 Qualifications of Arbitrators

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

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
b) The English language shall be the official language for all purposes;
c) The decision of sole arbitrator shall be final and binding and shall be enforceable

in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and

d) Fee structure shall be as given below:

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

Appendix A

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

Appendix B

Consultants' Sub consultants, Key Personnel and Sub Professional Personnel

Appendix C

Hours of work for Consultants' Personnel

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

Appendix D

Duties of the Client

Appendix E

Cost Estimate

Appendix F: Copy of letter of invitation

Appendix G: Copy of letter of acceptance

Appendix – H (I): Deleted

Appendix H (2): Deleted

Appendix I: Deleted

APPENDIX-VII

DPR Checklist 1 – Detailed Project Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

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

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

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

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

DPR Checklist 2- LA and Clearances I Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

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

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

DPR Checklist 3- Technical Schedules (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

DPR Checklist 4 – LA and Clearances II Report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

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

DPR Checklist 5 – Award determination (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

DPR Checklist 6 – Land possession report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

Annexure III: Checklists for Structures such as ROB/ RUB

DPR Checklist 7 – LA and Clearances I Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
7.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes ☐No ☐ NA ☐	NA	
7.3	Name/ Details of consultation with local authority/ people	Yes ☐No ☐ NA ☐		
7.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes ☐No ☐ NA ☐	NA	
7.5	Cost for relocation as per authority	Yes ☐No ☐ NA ☐		
7.6	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
7.7	Review of utility relocation plan/ proposal by client	Yes ☐No ☐ NA ☐	NA	
8	**Railway Clearances**	Yes ☐No ☐ NA ☐	NA	
8.1	Identification of ROB/ RUB on project corridor	Yes ☐No ☐ NA ☐	NA	
8.2	Initial consultation with competent authority	Yes ☐No ☐ NA ☐	NA	
8.3	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
8.4	Review of GAD/ proposal by client	Yes ☐No ☐ NA ☐	NA	
9	**Other Clearances**	Yes ☐No ☐ NA ☐	NA	
9.1	Requirement for other clearances identified	Yes ☐No ☐ NA ☐	NA	
9.2	Date of proposal submission to competent authority	Yes ☐No ☐ NA ☐		
9.3	Review of proposal by client	Yes ☐No ☐ NA ☐	NA	
10	**Land Acquisition**	Yes ☐No ☐ NA ☐	NA	
10.1	Detailed schedule about acquisition of landholdings as per land records	Yes ☐No ☐ NA ☐	NA	
10.2	Consultation with affected persons	Yes ☐No ☐ NA ☐	NA	
10.3	Name/ Details of consultation with NGOs	Yes ☐No ☐ NA ☐		
10.4	Name/ Details of consultation with	Yes ☐No ☐ NA		

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

DPR Checklist 8- Detailed Project Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

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

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

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

Cost Summary Table

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

DPR Checklist 9- Technical Schedules (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

DPR Checklist 10- LA and Clearances II Report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
10.7.8	Verification from Land revenue department	Yes ☐No ☐NA ☐	NA	
10.7.9	Verification by CALA office	Yes ☐No ☐NA ☐	NA	

DPR Checklist 11 – Award determination (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

DPR Checklist 12 – Land possession report (Structures)

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

Appendix VIII- Deleted

Appendix IX

Bid Securing Declaration

(Refer Clauses 1.10)

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the Consultant, **[Name of the Consultant],** either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date.

I, on behalf of the Consultant, [Name of the Consultant], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us, then [Name of the Consultant] will be suspended for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

(Signature of the Authorised Signatory)

(Official-Seal)

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of 20.....

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 3rd Floor, PTI Building, 4 Parliament Street New Delhi-110001, (Hereinafter referred as the `Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

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

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

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

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

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

Article 1: Commitments of the Principal/Owner

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

(a) No employee of the Principal/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or

immaterial benefit which the person is not legally entitled to.

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

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

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

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

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

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

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

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize the bidding process.

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

(d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses

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

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

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

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

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

Article 3: Consequences of Breach

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

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

(2) Forfeiture of EMO/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that

may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

Article 4: Previous Transgression

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

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

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

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

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

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

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

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to

be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

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

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

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

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

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

Article 8- Independent External Monitor

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

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

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

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

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

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

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

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

Article 9- Legal and Prior Rights

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

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

……
…….
(For and on behalf of Principal/Owner)

……
……..
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. …….

(Signature, name and address)

2…….

(Signature, name and address)

Place:
Dated: