

**Letter of Invitation (LoI)**

NHIDCL/Infra/Ladakh/Tender/2021-22/ 202

Dated: 04.05.2022

RFP No.: 12/RO-Ladakh/2021-22

Dear Sir,

**Sub: “Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road, Leh, UT of Ladakh”**

**INTRODUCTION**

- i. NHIDCL invites proposals from eligible Architects/Architectural Consultancy firms (Bidders) for comprehensive planning and design of Architectural and Engineering Services for proposed work of “Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road, Leh, UT of Ladakh”, as per details given in **Data Sheet ,ToR and Annexure-I**. The eligibility criteria for “Architects/Architectural Consultancy Firms” shall be as follows:
- ii. The bidder shall be a resourceful and experienced company/ firm / partnership firm / proprietary firm in India and shall operate in conformity with the provisions of laws in India.
- iii. The bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate or Council of Architecture Registration certificate.
- iv. The Director/ Partner/ Proprietor / Principal Architect of company should be registered with Council of Architecture, India and should have minimum experience of 6 years after obtaining architectural degree.
- v. The average annual turnover of the bidder shall not be less than Rs. 2.00 Crore (Two Crore only) only for last three (3) financial years, ending March 2021. Audited Balance Sheet for 5 (five) years ending financial year 2020-21 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA).
- vi. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect.
- vii. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five (5) financial years ending on the financial year 2020-21.
- viii. **The bidder should have experience of having successfully completed similar works during the last seven (7 ) years ending last day of the month previous to the one in which RFP is invited:**

**One similar work of beautification of 8 Km roads (80%)**

**or**

**Two Similar works of beautification of 6 Km roads (60%)**

**or**

**Three Similar works of beautification of 4 Km roads (40%)**

**“Similar work” means Providing Comprehensive Architectural & Engineering Consultancy Services for planning ,design and preparing DPR (Detailed project report) for Streetscaping / Beautification/Geometric Design of Urban Road infrastructure or Campuses/townships of area more than 500 acres.**

**Note:1.**In case the works are executed in private sector, completion certificate should be accompanied with TDS certificates duly certified by CA (Form-26 AS) including copy of final bill paid .

**2.**The completed work will also include the substantially completed work if DPR of the consultant has been approved by competent authority and at least 50% construction work has been completed financially at ground. A certificate of client department regarding at least 50% completion of work financially will have to be produced.

**A** brief description of the assignment and its objectives are given in the RFP.

NHIDCL invites Technical and Financial Proposals (the “Proposals”) through online bid submission for selection of Architects/Architectural Consultancy firm (the “Consultant”) for the subject work.

The work shall be awarded to the Consultant based on the QCBS. The eligible Architects/ Architectural Consultancy firms are hereby invited to submit proposals in the manner prescribed in the LOI.

**Selected Consultant/Firm should be well qualified Architect having good experience of urban design. The design of concept drawings should be suitable with the extreme climatic (temperature up to -35 degree Celsius) and peculiar geographic conditions of Ladakh.**

The subject work will be awarded to the H1 bidder based on the QCBS. However, Authority reserves its right to award the work to H2 bidder on H1 cost if need arises.

Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to site and visit 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.

The proposals must be properly signed as detailed below:

- 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).

### **Bid Security**

i. The bidder shall deposit as part of its Proposal, a Bid Security of **Rs.1,00,000/- (Rupees One Lakh Only)** through online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account (Account details attached) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.

ii. Bid security of the unsuccessful bidders shall be returned after expiry of the final bid

validity and/or within 30 days after the award of contract to successful bidder, whichever is earlier. Bid Security of the selected bidder shall be returned after signing the contract agreement.

iii. **Any Bid not accompanied by the Bid Security of the required value shall be rejected by the Authority as non-responsive.**

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

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

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

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

Pre-proposal conference shall be held on the date, time and venue given in Data Sheet (through virtual conference). Due to COVID-19, the bidders are advised to submit their queries through e-mail by due date and time.

#### **Document fee**

Rs 1,180/- (inclusive of 18% GST). The document fee shall be deposited through online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account (Account details attached) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.

Sr.No.	Particulars	Details
1.	Name of Beneficiary	NHIDCL ESTABLISHMENT ACCOUNT
2.	Beneficiary Bank Account No.	76513070002321
3.	Beneficiary Bank Branch Name and Address	Canara Bank (erstwhile Syndicate Bank) Leh Branch, Tsaskan Complex near LIC Office, Distt. Public library Road, Leh-194101
4.	Beneficiary Bank Branch IFSC	CNRB0017651

## **2 DOCUMENTS**

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

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

iii. 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** (Responsiveness of the Proposal)

**Part 2: Financial Proposal**

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

- i. Bid Security: The bidder shall deposit as part of its Proposal, a Bid Security of **Rs.1,00,000/- (Rupees One Lakh Only)** through online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account (Account details given at Data sheet of RFP) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal. Bids received without Bid Security will be summarily rejected.
- ii. Power of Attorney, if applicable 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 Appendix-II.
- iv. Past experience certificates issued by Competent Authority of the client.
- v. Registration of firm/Registration of Consultant with Council of Architecture.
- vi. Copy of Undertaking for Integrity Pact (duly signed by agency) as per Format

**Financial Proposal**

The Financial proposal should be submitted on lumpsum fee (inclusive of GST) basis assessed by the consultant to be associated with the assignment. These shall cover complete scope of work like Site Survey, alignment and site Investigation, traffic studies, conceptual drawings, preliminary and detailed cost estimates, working drawings of architectural/structural/services vetting of structural drawings, preparation of Design Project Report, tender documents etc. including support staff and transportation and all other tasks included in the scope of services mentioned in the ToR of RFP. Your financial proposal should be prepared strictly using the formats attached in Appendix-III. 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-III (BoQ) shall be considered non-responsive and is liable to be rejected. **Financial bid should only be submitted online only.**

The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified including Professional Liability Insurance.

**Lumpsum fee shall be expressed in Indian Rupees only.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

Note:

- i. Each bidder is requested to inspect the site and should fully acquaint himself/herself of all local conditions and factors, which may have any effect on the execution of services covered under these documents and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the bidders before submitting the proposals. NHIDCL will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the bidder at the time of submission of bid.
- ii. Financial bid should include the cost of all the works as detailed in the Terms of Reference and other additional activities as felt necessary by the NHIDCL for completing the job. The

price bid shall also include the cost of all visits of the Consultant to site of work for the preparation of the scheme, approval by respective agencies, during layout of approved scheme at ground as per terms and conditions of the agreement and as and when required by the Engineer-in-Charge in addition to the cost of making presentation before NHIDCL/ULB etc. or to any other body on behalf of NHIDCL. The cost of office expenses, presentations of concept drawings to NHIDCL/Employer, stationery, traveling, attending meetings and related expenses shall be deemed to be included in the price bid. The expenses to be incurred by the consultant, if any, for obtaining advice from any other agency for completing the job shall also be deemed to be included in the price bid.

iii. The quoted fee of this consultancy agreement will not be increased either due to delay in approval of proposed scheme from various agencies/ local bodies, extension of time or due to any reason what so ever.

iv. **The quoted fee shall include scope of work mentioned in Annexure-I of RFP and any other incidental scope required for completion of the project.**

#### **v. Presentation of Project**

The Bidders have to make a presentation of the technical bid before the High Level Committee to be constituted by the competent authority to ascertain the adequacy of bids for the complete works/services under the specifications and documents **failing which the financial bid of such bidder shall not be opened and will be treated as rejected.**

The presentation shall cover, in sufficient detail, the appreciation of the project, method statement for the assignment covering general approach and methodology, conceptual design, proposed organizational structure, work program, etc. The objective of presentation is to evaluate the bidder regarding their understanding and preparedness for the assignment and get clarifications, if any, as required by NHIDCL. During the evaluation of technical bid, maximum 50 marks have been assigned to be decided by the High Level Committee after successful presentation by the bidder as mentioned in evaluation criteria .

## **4 SUBMISSION OF PROPOSALS**

The Technical and Financial Proposals shall be submitted online only. However a copy of documents forming Technical Proposal shall be sent to Tender Inviting Authority .

The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultant. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the proposal must be initialed by the person or persons signing the proposal.

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

The complete proposal including Financial proposal must be submitted online only on or before the time and date at the address stated in Data Sheet.

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

## **5 PROPOSAL EVALUATION (EVALUATION CRITERIA)**

A two-stage procedure will be adopted in evaluating the proposal. In the first stage, technical evaluation will be carried out. Only those Technical Proposals which score minimum 60% marks out of 100 marks in aggregate and 50% marks in each individual criterion shall be considered for opening of financial bid in the second stage. The firms will

be ranked using combined technical and financial scores, as indicated in the Data Sheet.

## 5.1 EVALUATION OF TECHNICAL PROPOSAL

5.1.1 Bids received and found valid will be evaluated by the NHIDCL to ascertain the adequate bids for the complete works/services under the specifications and documents. The bidder should take enough care to submit all the information sought by NHIDCL in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats. NHIDCL has a right to accept or reject any or all bids without assigning any reason.

The evaluation of the technical proposal will be based as per the following details:

- (i) Firm's relevant experience and strength: Profile of organization, registration details, Experience of similar works, annual turnover and total manpower employed etc.
- (ii) Qualification/ related experience of key personnel to be employed on this job: Experience of key personnel, technical capability and competence of key personnel.
- (iii) Technical proposal: Appreciation of project, general approach and methodology, concept design, aesthetics and cost of construction.

### 5.1.2. The technical evaluation shall be done in two parts.

#### 5.1.2.1 Evaluation of by Evaluation Committee (For Maximum 50 marks)

- i. In the first part, the evaluation committee of NHIDCL will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet. The Technical evaluation Proforma is enclosed as **Appendix II**. To help in quicker evaluation in first part, the consultants are required to fill in the reference page numbers on the basis of which the requisite criteria is fulfilled and on the basis of which the consulting firm would wish to be evaluated/scored.

#### ii. Evaluation of by High Level Committee (For Maximum 50 marks)

The bidder or bidders found eligible in first part of technical evaluation as stated above shall be called for making presentation before Board of Assessors on due date and time as intimated by Executive Engineer -inCharge. Based on his/her presentation w.r.t. understanding of T.O.R. & appreciation of proposed scheme, general approach & methodology, concept design, comments/ suggestions, marks will be awarded by High Level Committee as per Technical Evaluation Criteria given below:

Allotment of Marks		
S.no.	Parameter	Maximum Marks
1	<b>Experience</b> Specific experience of the consultant related to this assignment, experience of work  i.60% marks for minimum eligibility criteria: <b>12 Marks</b> ii.100% marks for twice the minimum eligibility criteria or more: <b>20 Marks</b> iii.In between (i) & (ii) –On pro-rata basis: <b>12 to 20 Marks</b>	20 Marks
2	Qualifications and competence of the key personnel for this assignment (CVs/ Resumes of following personnel shall be considered for evaluation .Documentary proof of staff shall be furnished with the signature of the personnel on their respective CV/educational qualification certificate.	30 Marks



**Consultancy Services for planning and design of beautification of roads from Spituk Monastery to Main Market, Leh**

	i. Urban Designer /Landscape Architect – (Team Leader) : <b>12 Marks</b> (with minimum 15 years of experience in the similar work consultancy).Educational Qualification: Minimum B Arch & M Arch ii. Architect/Transport Planner : <b>8 Marks</b> (with minimum 10 years of experience in the similar work consultancy) .Educational Qualification: Minimum B Arch iii. Public Transport/ Highway Engineer : <b>6 Marks</b> (with minimum 7 years of experience in the similar work consultancy). Educational Qualification: Minimum B Tech iv. Structural Engineer : <b>2 Marks</b> (with minimum 5 years of experience in the similar work consultancy) Educational Qualification: Minimum B Tech & M Tech v. Civil/Mechanical/Electrical Engineer : <b>2 Marks</b> ( with minimum 5 years of experience in the similar work consultancy)	
3	Adequacy of the proposed work plan and methodology in responding to the TOR (to be decided by High Level Committee)	50 Marks
	i. Understanding of TOR & appreciation of proposed scheme: <b>10 Marks</b> (This criteria should cover the scope of work as elaborated in TOR, relevance of various aspects and studies, relevance of the scheme for improvement of aesthetics and for urban transport improvement)	
	ii. General Approach & Methodology : <b>12 Marks</b> (This criteria should cover the approach that will be adopted by the consultant for the project to obtain the desired results and targets)	
	iii. Concept Design and work program : <b>24 Marks</b> (This criteria should cover concept of road/street and facility design proposed to be adopted by the consultant and the work program, as per any standard Project Monitoring software, that will be followed by the agency to complete the work in stipulated time frame)	
	iv. Comments/ Suggestions : <b>4 Marks</b> (This criteria should cover any suggestions that the agency has to offer to ensure that the desired results and targets are achieved better in respect of time / quality / economy / public welfare)	
	Total (1 to 3)	100 Marks

**NHIDCL reserves the right to reject the bid under any of the following circumstances:**

- Bid is incomplete and/ or not accompanied by all required documents .
- Bid is not in conformity with the terms and conditions of RFP document.
- NHIDCL will examine the bids to determine their completeness in all respect as per the requirements of this RFP/ Bid document.
- NHIDCL shall evaluate the bid based on the documents submitted by the bidder. Evaluation shall be done on the basis of QCBS.
- Evaluation of the bids shall be based on the overall experience of the bidders, their financial strength, understanding of scope of work and approach and methodology of the works to be undertaken and manpower. Evaluation of bids shall be done for total 100 marks. Allotment of marks for various parameters is given in table below:

Note:

- Marks obtained by the consultants for Adequacy of the proposed work plan and methodology in response to the TOR as mentioned under criteria (3) above will be decided by High level Committee after presentation made by the consultants.

2. Only those Technical Proposals which score minimum 60% marks out of 100 marks in aggregate will be considered as Responsive and their Financial Bids would be opened .
3. The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc. The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of bids. In case of JV / Consortium / Association, the eligibility criteria shall be met jointly.

Criteria for assessment of Qualifications and competence of the key personnel for this assignment as referred at (2) above are:

S.No.	Criteria	Points
1	General qualifications Professional educational Qualification (30). The details are: (i) Relevant Bachelor's Degree (20) or (ii) Relevant Master's Degree & above (30)	30
2	Adequacy for the project A. Total length of experience (30) i. Employed with the firm (6) [On Contract with the firm (3)] ii. Having Experience $\geq$ minimum prescribed period + 5 year (24)  [Having minimum prescribed experience (18)]  B. Professional Experience specific to the assignment (40)  (i) Experience in at least one similar project* (20) (ii) For every additional similar project* (10 up to a maximum of 20)	70
	Total Points (1) to (2)	100

\*Similar project/work for this purpose will be the project/work of reasonable magnitude /quantum related to their field of specialization

Points scored out of 100 shall be apportioned as per maximum marks mentioned at (2) above. The minimum experience required of proposed key personnel is:-

S.No.	Position	Professional experience	Educational Experience
1	Urban Designer/Landscape Architect (Team Leader)	Minimum 15 years	Minimum B. Arch & M. Arch in relevant field Note: B. Arch with minimum 20 years experience in relevant field will be treated at par with B. Arch and M. Arch with minimum 15 years experience in relevant field.



2	Architect/Transport Planner	Minimum 10 years	Minimum B. Arch for Architect & Masters Degree in relevant field for transport planner.
3	Public Transport/Highway Engineer	Minimum 7 years	Minimum B. Tech / B.E./ Graduate in relevant field
4	Structural Engineer	Minimum 5 years	Minimum B. Tech / B.E./ Graduate in relevant field
5	Mechanical/Electrical Engineer	Minimum 5 years	Minimum Graduate in relevant field

Each responsive proposal will be assigned a technical score (ST).

## 5.2 EVALUATION OF FINANCIAL PROPOSAL

- i. Financial bid should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the department for completing the job including office/site visits, office expenses, travelling expenses, cost of all stationary etc.
- ii. For financial evaluation, total cost of financial proposal inclusive of all taxes including statutory tax like GST, will be considered.
- iii. The competent authority will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the terms of reference within the total quoted price shall be that of the consultant. The computational errors, if any, shall be corrected. The lowest financial proposal (CLow) will be given a financial score of 100 points. The financial scores (SF) of other proposals will be computed as follows:  

$$SF = 100 \times CLow / C$$
(C = amount of financial proposal under consideration)  
Combined Evaluation of Technical and Financial Proposals.  
Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores using the weights indicated in the Data Sheet:  

$$ST = 100 \times T / THigh$$
(Where T is the technical score of any bidder and THigh is the highest technical score among all eligible bidders)  

$$S = ST \times WT + SF \times WF$$
Where, WT and WF are weightage assigned to technical and financial Proposals respectively as given in the Data Sheet i.e. 0.7 and 0.3 respectively.

## 5.3 Most Preferred Bidder(H1)

Bidder/firm/consultant with the Highest Combined Score(S) shall be declared as the **most preferred bidder (H1)**. However, Authority reserves its rights to award the work to H2 bidder on H1 cost if need arises, accordingly most preferred bidder shall be declared.

#### 5.4 Shortfall documents:

NHIDCL may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. These documents shall not be relating to submission of bid document fee and bid security. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with NHIDCL or submission of any additional documents, not specifically asked for by NHIDCL, will be allowed and even when submitted, they will not be considered by NHIDCL.

#### 5.3 PERFORMANCE SECURITY

1. The successful bidder, hereafter referred to as the consultant, shall deposit an amount equal to **Three( 3 %) percent** of the tendered / accepted value of the consultancy work (without limit) as performance security in one of the following forms :
  - a. through online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account name: NHIDCL UT of Ladakh Project Account, Bank Name: ICICI, Branch: 3623 Leh Ladakh Branch, IFSC: ICIC0003623, Account Number: 362305000136 and the bidder must furnish a copy of the online transaction receipt while submitting the proposal (or)
  - b. In the shape of unconditional & irrevocable Bank Guarantee (B.G) of any Government owned Public Sector Bank or any schedule commercial bank in favour of "NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED", payable at UT of Ladakh to be furnished by the successful bidder at the time of signing of the agreement with NHIDCL. (Ref. Appendix-L).
2. The time allowed for submission of the performance security by the contractor shall be 15 days from the date of issue of the letter of acceptance. This period can be further extended at the written request of the contractor by NHIDCL for a maximum period of 3 days with late fee @ 0.1% of performance guarantee amount per day.  
The Performance Security shall be initially valid upto stipulated date of completion (60 days) plus 60 days beyond that. In case the time for Stage-I completion of work gets extended, the consultant shall get the validity of Performance Security extended to cover such extended time for completion of work. After recording of the completion certificate for the consultancy work of Stage-I by the competent authority, the performance security shall be returned to the consultant, without any interest.
3. The NHIDCL shall not make a claim under the performance security except for amounts to which NHIDCL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractors agreement) in the event of :
  - (a) In the event of failure by the consultant to extend the validity of the Performance Security as described herein above, the NHIDCL may claim full amount of the performance Guarantee.
  - (b) Failure by the consultant to pay the NHIDCL any amount due, either as agreed by the consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by NHIDCL.
4. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of NHIDCL.
5. The Bid Security/Earnest Money will be returned after receiving performance security after its validation by the issuing bank and award of work.

#### 5.4 PENALTY

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out the subject work. Penalty shall be imposed on the consultant for poor performance/deficiency in service as expected from the consultant and as stated in

General Conditions of Contract.

## 5.5 AWARD OF CONTRACT

NHIDCL shall issue 'Letter of Award (LOA)' to selected Consultant. If the selected Consultant fail to start the work within prescribed time, NHIDCL may invite the 2nd highest ranking bidder and follow the procedure outlined in this Letter of Invitation.

## 5.6 SIGNING OF CONTRACT AGREEMENT

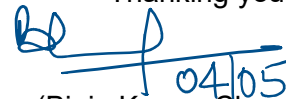
NHIDCL shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 3 days of issue of Letter of Award. The ToR, General Conditions of Contract, Special Conditions of Contract and Integrity Pact enclosed in draft Contract Agreement (Appendix-IV) will form the integral part of the Contract Agreement.

## 5.7 CONFIRMATION

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

**Encl.:** As above.

Thanking you.

  
(Bipin Kumar Chand)  
Executive Director(P)

NHIDCL RO-Ladakh: Yartsa House  
near Changspa Farm, Changspa, Leh,  
UT of Ladakh- 194101  
Tel: 01982-295517

Email: [nhidcl.leh@gmail.com](mailto:nhidcl.leh@gmail.com), Website: [www.nhidcl.com](http://www.nhidcl.com)

**Annexure - I**

**Details of the assignment under the scope of the Contract**

**Name of work: “Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road,Leh, UT of Ladakh”**

Note: The indicative scope of work under this contract shall be as below:

1. The proposed alignment of the road for beautification shall start from Spituk Monastery gate on Leh-kargil road –Airport road-Leh Gate-Leh main market- to Polo ground and surrounding areas.
2. The approx. length of the road proposed for beautification is approx. 9.50 Km. The indicative alignment (corridor) of the proposed work is shown in the map enclosed with the RFP. The Right of way of the proposed corridor is varying from approx. 7.80 m to 35.00 m.
3. The scope of the contract includes complete Right of Way of the road along the 9.50 Km length.
4. Carrying out the study for beautification/street scaping works on the proposed corridor .
5. Carrying out Total Station Survey of entire length of corridor/alignment to work out the feasibility for construction of geometric improvement plan for the all intersections. Survey shall be taken up to the ROW of the road all along the proposed corridor capturing the foot prints of buildings on both sides of the corridor and connecting streets showing entry/exit points/gates etc. in detail.
6. To carry out classified Traffic Volume Count survey for all categories of vehicles 24 hours on any two mid-week working days showing all turning movements with classification of vehicles, pedestrian/NMTs all along the corridors and at junctions. The consultant has to suggest all required modifications in the road design/alignment .
7. To carry out speed and delay survey for the stretch under study. The objective of the survey would be to suggest for future suitable measures for segregation of local traffic, smooth flow of through traffic and traffic safety
8. To carry out parking (off-street and on-street) and Activity survey along the corridor.
9. Detailed road inventory study. Study of existing openings in Central Verge/ Intersection, side footpath etc. and rationalization of the same within the overall scheme.
10. Fixing of permanent bench marks at important points correlated with Survey of India Bench Mark.
11. Surveyor should also collect the data of infrastructure existing on the ground, below & above the ground and levels of the ground and also identify the monument, reserved green/ parks, sensitive/ defense areas in the vicinity and its influence on the proposed work. To obtain details of underground / over ground services from various utility department like Municipality,PDD, Telecom operators like BSNL, PHE dept. etc. and prepare necessary shifting plans for these services in consultation with NHIDCL and utility department. Inventorying services details and detailing with scheme including proposal for their shifting/ relocation in safe corridor.
12. Traffic impact assessment & its management all along corridor & 100 meter across the alignment on roads meeting the alignment.
13. Suggestive schematic proposal for ‘on street’ & ‘of street’ parking all along the corridor within

approved RoW& also around 200m on either side of the corridor.

14. The consultant is required to submit design of signage's, pavement markings etc. and preparation of detailed drawings showing signage's, their types & locations as per UTTIPEC (Unified Traffic and Transportation Infrastructure (Planning & Engineering) Centre /IRC Standard.
15. Preparation of atleast 3 optional schemes with rough indicative cost and execution time and most viable/preferred scheme with models for the junctions after study and analysis of data and discussion with NHIDCL/ULB.
16. The general arrangement drawings (Detailed design) after mandatory approvals shall be supplied to the NHIDCL. Design of cross section/ longitudinal section shall be adhered to as per IRC Standards.
17. The consultant is required to prepare & submit a detailed project report to NHIDCL. The detail design of the proposal will be approved by Employer before implementation of the project by NHIDCL. A copy based on the same shall be submitted to NHIDCL for reference & record (soft & hard copy).
18. All the ground levels shall be plotted in the form of L-Section in computer Auto Cad with scale 1: 1000 horizontal, 1: 100 vertical. For X-Sections, it would be at 1: 100 horizontal and 1: 50 vertical.
19. After approval of the concept drawings from NHIDCL , the consultant will prepare and submit "Detailed drawings", prepared as per UTTIPEC Street Design Guideline and as approved by NHIDCL. The "Detailed drawings" shall consist of details of every component of corridor improvement scheme i.e. main carriage way, footpaths, service road, NMV lanes ,Cycle tracks, central verge, street furniture, street lighting, Bus stops/ Bus bays, Parking areas, road marking, signage's, Public amenities, drainage, Multi Utility Zone/ Green area, Rain Water Harvesting Scheme, Horticulture work details, wet land/water bodies, improvement of pavement along the corridor , roundabouts etc..
20. Structural design and structural drawings as required is within the scope of work. Structural design and drawings of all minor structural component like crash barrier, box drains /open drains/culverts etc. are within the scope of work.
21. The required models of the proposal, to be submitted to NHIDCL will be prepared by consultant. This work is incidental to the consultancy job and nothing extra shall be paid on this account.
22. Consultant will adhere to the scope of the study in its true letter and spirit while preparing the proposals and reports and during various submission stages. Consultant shall also incorporate the observations and suggestions by Employer/NHIDCL.
23. Consultant shall study the existing drainage system of the subject corridors and its influence areas and its disposal /outfall. The consultant shall assess the future drainage requirements of the subject corridor and its influence areas after implementation of the scheme including its disposal/outfall and submit detailed drainage plan of the corridor/influence zone of the study of existing/proposed drainage arrangements in consultation with Municipality/PDD/PHE/other concerned bodies.
24. The Consultant shall study the existing utilities of the subject corridor and influence areas. The consultant shall assess all possible options for implementation of the scheme considering its effect on existing utilities. A complete utility plan has to be mapped "as it is" and "as proposed" basis.

ULB Department/NHIDCL will assist by making necessary correspondences with the service providers and the consultant has to pursue with each service provider to get identified all the existing underground utilities/services.

25. The consultant shall provide periodic supervision (10 visits) to monitor that the design is being executed in accordance with the plans, design and drawings submitted and that the quality of construction product is satisfactory. For this purpose consultant will co-ordinate with NHIDCL and

submit monthly report in this regard.

26. In case of any additional work is required in addition to above TOR to complete the scope of work, the same shall be done by the agency without any additional fee/cost to NHIDCL.
27. Planning and design of beautification of the corridor from start point to end points .
28. Preparation of bill of quantities along with take-off of measurements.
29. Preparation of preliminary and detailed cost estimate for the project. The cost estimate shall be based on J&K SoR/CPWD DSR /MoRTH items. For items not available in these schedules, market rate items shall be used. The rates for market rate items shall be judiciously analysed along with at least three supporting quotations.
30. The planning and design of the project shall be based on the principle of economy, efficiency and effectiveness in execution. Local traditional Ladakhi architectural design elements shall be incorporated in the design to achieve Ladakhi flavor to the project.
31. The design of the project shall be made keeping in view the extreme cold climate in winters which may go down to -35 degree Celsius.
32. Further, the design shall be based on the fact, that Leh is a tourist destination in Summers as well as in winters. The tourists include foreigners mainly from European countries and also domestic tourists from all over India.
33. Preparation of specifications of the projects for various non-schedule items of work.
34. Preparation of market rate analysis of all items of the project
35. Assistance in the process of selection of turn-key contractor
36. Indicative elements of beautification shall include foot paths/sidewalks, cycle tracks, underground cable ducts for carrying all services lines, land-scaping, hard-scapping, street-scapping, horticulture, roundabouts, illuminated bridges/culverts, drainage lines, drains, medians, street furniture including public convenience, traffic police booths, tourist information booth /tourist kiosk etc., building fronts, road signages , hoardings, sculptures/statues, electrification/decorative street lighting , high masts, junction development, murals, wall paintings , selfie points, parking bays, bus stops, digital media signages, advertisement boards along the airport boundary wall, vehicular and pedestrian traffic management features, improvements in road carriageways , CCTV surveillance system street vending zones, etc.
37. Complete video footage of existing condition of the road alignment from start point to end points capturing existing buildings, on both sides of RoW.
38. Complete video footage of the completed work by turn-key contractor.
39. Co-ordination with all stakeholders of the project viz. NHIDCL, Traffic Police, Municipal and Revenue officials, Airport/Defence/Employer etc. during planning and design stage.
40. Planning advertisement boards along the boundary wall of the airport
41. Beautification works to extend upto UT Secretariat campus end on Choglamsar road from King Namgyal statue on the corridor.



## PRESENTATION FORMAT (After award of Contract)

- The project is required to be submitted to NHIDCL in the following stages:

Stage 1. Project definition

Stage 2. Conceptual Design Options & Their Evaluation

- The proposal in the required format will be accepted only after checking of requisite drawings/documents by NHIDCL.
- Based on clearance of Stages 1 & 2 by NHIDCL, the consultant will go head for stage 3.

Stage 3. Detailed Design Proposal

- Presentations should be made as self explanatory slide shows, utilizing graphics/animation/voice overlay etc.
- Both hard and soft copies should be delivered to NHIDCL after stage-wise deposition of Proposal to NHIDCL, duly signed by the Team Leader/project manager and the consultant.
- Details of the submittals for each stage are listed below.

### STAGE 1 : PROJECT DEFINATION

**Submit the following explanatory drawings and text:**

- Context Plans (1:5000 or 1:10,000, as best legible) – Locate the proposed alignment/corridor or study area in the larger city context – overlaid on the following
  - Road/Street Hierarchy Network of Leh.
  - Google Map (to scale) showing location and the surroundings of the Study Area;
  - Local Street Network Plan of the area locating and incorporating the approved or planned proposals near the study area.
  - Identify the Agencies that need to cooperate, provide information or work together for success of this project.

- Base Map & Data (1:1000) – Graphically explain opportunities and constraints of the corridor/site.
  - On a Google Map and a Survey Map (Total Station or Existing GIS), show the Building footprints and all existing features and physical infrastructure on the proposed ROW, including the following:

Existing Edge Conditions- building land uses, boundary walls & all existing features, including active frontages( commercial / mixed use ) and “entry points” of buildings and compounds must be highlighted.

Location of pavements and crosswalks must be clearly shown along with the quantum and type of encroachments within the proposed ROW.

- Photo- documentation of the area at typical locations and problem areas.
- Establish the existing/planned/expected Model Split and Priority Zones for different modes:

Provide traffic count for all – private vehicles, auto-rickshaws, NMT (including cycles and cycle rickshaws) and pedestrians at 16 hours and peak hours.

Providing current/ expected/ planned speeds and volumes of various category vehicles and pedestrians throughout the day.

3. Existing Vehicular Circulation Plan (including all forms of public transport routes, Stops, rickshaw stands if any, etc. Show choke points, conflicts & problems areas. Shows integrated and merging with larger area circulation ) overlaid on Drawing No. 1(c) and 2 (a). 4-Existing Pedestrian, Cycle plan and Public Transport Plan ( showing sidewalks, pedestrian crossing, subways or FOBs, Public transit stops, rickshaw stands etc ). Location of pavements and crosswalks with the amount and type of encroachment must be shown, along with all directions of movement overlaid on Drawing No. 1(c) and 2(a).
4. Existing Services Layout Plan ( showing both underground and over ground service locations.) overlaid on Drawing No. 1(c) and 2(a).
5. Existing Street Sections ( at typical locations; 1:50 or 1:100, as best legible)- compare with IRC Standards; & Pedestrian/Cycle Design Standards of UTTIPEC.
6. Project Statement – Summarize and explain why this project is taken up?
  - a) What are the problems / issues to be addressed – at a Macro (city) level and Micro (neighborhood) level?
  - b) Summarise Goals, Need and Vision based on the analysis and the data presented in Drawings 1 -6.
7. Evaluation criteria- The criteria and design principles to be followed for the design and execution of the project are to be outlined and agreed upon, various categories including:
  - a) Functional Requirements
  - b) Ease of Implementation and Phasing Economical (cost Comparison)
  - c) Environmental (safety, universal accessibility, sensitivity to natural environment, etc.)
  - d) Beautification aspects,Aesthetics

Note: Drawings as per para 2., 3., 4., 5., and 6., must be superimposed/ highlighted on both the base plan 1(c) and (a).

## STAGE 2: CONCEPTUAL DESIGN OPTIONS & THEIR EVALUTION

Based on Approved Evaluation Criteria

At least three design conceptual options must be explored. Pros and Cons of each option must be listed/ bulleted using the same Evaluation Criteria evolved for the project and agreed after Point 8: Drawings:

8. Three Design Options – All Drawings must be to Scale (1:1000 for the layout plans and 1:500 for junction designs).

Hand Sketches and drawings are welcome, but they must be to scale.

Conceptual Drawings should NOT be in the form of amorphous bubble diagrams. Arrows and colour-coding to show different modes of movement can be used.

9. Three Comparative Micro Simulation Transport Models – comparing the performance based pros and cons of each option. Pedestrian and vehicular simulation must be shown within the same model in order to realistically evaluate possible conflict points. Data for all simulation models will be internally verified by NHIDCL.

Note: 3 DVD's, Flash Drives with copies of all drawings, data and simulations must be submitted.

Proposal will be accepted only after checking of requisite drawing/ documents by concerned NHIDCL/ULB Officers.

### STAGE 3: DETAILED DESIGN PROPOSAL

Explain the steps being taken by your agency in solving the problems identified in Step 1.

[Scale of Drawings – 1:1000 for layout plans and 1:500 for junction designs].

Outline in details, the steps that need to be taken by other agencies concurrently or in future to eliminate possibility of conflicts. (For example: For a project submitted by NHIDCL, which other agencies like Municipality, Revenue dept. etc. need to cooperate, provide information or work together for success of the project?)

1. Integrated Proposal Plan [1:1000] – Graphically explain Solution Proposed (this is not construction drawing ) along with the 3-D Simulation Model, or 3D views (depending on project type and discretion of Working Group).
2. (3P) Proposed Vehicular Circulation Plan [1:1000]-(including all forms of public transport routes, Stops, Taxi/Rickshaw stands, if any , etc. Show how choke points, conflicts & problem areas have been resolved.)
3. (4P) Proposed Pedestrian, Cycle Plan and Public Transport Plan [1:500]- (showing sidewalks, pedestrian crossings, subways or FOBs, public transit stops, rickshaw stands, etc. Must comply with UTTIPEC standards/ guidelines.)
4. (5P) Proposed Services Layout Plan [1:500 & 1:1000] – (showing both underground and over ground service locations; Must Comply with UTTIPEC standards/ guidelines.)
5. (6P) Proposed Street Section [1:500 & 1:1000] – (at typical location)-must comply with IRC Standards; & Pedestrian/ Cycle Design standards/ guidelines of UTTIPEC.)
6. Beautification plans, Elevations, Sections, Details indicating all elements proposed for beautification of the corridor.
7. Streetscape Plans, Elevations, Sections, Details [ 1:1000 or 1:500, as appropriate]
8. Phasing Plan
9. Feasibility Report
10. Detailed Project Report (DPR) – showing all physical features (both O/G and U/G) on the plans and in the write-up for each section of the road: including all drawings mentioned as above.

Note : Drawings 3-P, 4-P, 5-P , 6-P and 7-P must be superimposed/ highlighted on both the base plans 1 (c) and 2(a).

3 CDs with copies of all drawings, data and simulations must be submitted.

**C. Time for completion & payment schedule**

Total time of completion of the consultancy work is 60 days(Stage-I Time Period) plus(+) Time period for execution of beautification/street- scaping work(Stage-II time Period) by turn-key contractor. The Schedule of activities to be carried out within this period is indicated below which should be adhered to. The time period will be reckoned from the 15th day from the date of the letter of award for consultancy services. The Payment to be released to the consultant against completion of each activity/stage is indicated in Payment for Services clause of DCA.

The Stage-I work of consultant shall be provisionally completed once the proposal prepared by the consultant is approved by all Employer (ULB)/statutory/local bodies and required numbers of hard copies/soft copies of all the drawings /data/details are submitted to NHIDCL. 80% performance security submitted by the agency shall be released after completion of consultancy work upto sl.no.4 of payment schedule. However, balance performance security and 5% retention money/security deposit, deducted from consultant's bills, shall be refunded after the completion of the (Stage-II) beautification/street-scaping project. **During this period, the consultant will assist in layout of approved scheme/proposal at ground as and when directed by NHIDCL failing which, balance performance security and retention money /security deposit shall be forfeited, which shall be absolutely at the disposal of the NHIDCL.**

**Indicative Right of Way (ROW) details taken at every 500 m and at the important locations "Beautification of road from Spituk Monastery gate till Leh main market as well as till Pologround via Airport"**

S.No.	Chainage (km)	Approx.ROW (in meter)	Remarks
1	<b>0.00 km (Start point)</b>	12 m	Spituk Monastery gate
2	<b>0.50 km</b>	34 m	
3	<b>1.00 km</b>	34 m	
4	1.20 km	15 m	Hall of Fame gate
5	<b>1.50 km</b>	15.5 m	
6	<b>2.00 km</b>	17 m	
7	<b>2.50 km</b>	27 m	
8	<b>3.00 km</b>	44 m	Petrol pump near Moonland Guest House
9	3.20 km	31 m	Moonland Guest House gate
10	<b>3.50 km</b>	31 m	Airport gate
11	<b>4.00 km</b>	30 m	
12	<b>4.50 km</b>	15 m	
13	<b>5.00 km</b>	22 m	
14	<b>5.50 km</b>	31.5 m	Post office
15	<b>6.00 km</b>	30 m	SNM Hospital
16	<b>6.50 km</b>	22.7 m	Bus stand gate
17	<b>7.00 km</b>	18 m	Leh gate
18	<b>7.50 km</b>	15.3 m	
19	7.80 km <b>(End point 1)</b>	18.7 m	GHSS Junction at Leh main market (End point 1)
20	<b>8.00 km</b>	14.3 m	Near Mini taxi stand gate (towards Pologround)
21	8.20 km	16 m	Pologround entrance gate
22	<b>8.50 km</b>	8.20 m	Near DC office
23	8.70 km	16.5 m	Near District Court
24	8.90 km	7.80 m	Near SP Office
25	<b>9.00 km (End point 2)</b>	11.5 m	End point 2 (near Pologround)

Note: The map indicating the alignment of the corridor for proposed beautification/street-scapping is enclosed with the RFP .

## **DATA SHEET**

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

**1. The Name of the Assignment and description of project:**

**“Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road, Leh, UT of Ladakh”**

**(Ref. Para 1.1)**

**2. The Name of the Executing Agency (Client) is:**

Executive Director(P),  
National Highways & Infrastructure Development Corporation Ltd. RO-Ladakh: Yartsa House near Changspa Farm, Leh, UT of Ladakh-194101.

**(Ref. Para 1.1)**

**3. Date, Time and Venue of Pre-bid meeting**

**Conference Date :** 15.05.2021 (Through virtual conference)

**Time :** 1500Hrs

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

RO-Ladakh: Yartsa House near Changspa Farm, Leh, UT of Ladakh-194101.

**(Ref. Para 1.8.6)**

**4. Bid Security :Rs1,00,000/- (Rupees One Lakh only)**

**[Ref. Para 1.8 (i) and 3.1 (i)]**

**5. The Documents are:**

- i. Appendix-I: Terms of Reference(TOR)
- ii. Appendix-II: Letter for Financial Proposal
- iii. Appendix-III: Format for Financial Proposal
- iv. Appendix-IV: Draft Contract Agreement

**(Ref. Para 2.1)**

**6. NHIDCL's Bank account details for submission of Bid Security:**

Sr. No.	Particulars	Details
1.	Name of Beneficiary	NHIDCL UT Ladakh Project Account
2.	Beneficiary Bank Account No.	362305000136
3.	Beneficiary Bank Branch Name and Address	ICICI Bank Leh Ladakh
4.	Beneficiary Bank Branch IFSC	ICIC0003623

**[Ref. Para 3.1 (i)]**

**7. The common currency is “Indian Rupee”.**



**8. The Address for Proposal Submission is:**

**(Ref. Para 3.2.3)**

Executive Director(P)  
National Highways& Infrastructure Development  
Corporation Ltd. RO-Ladakh: Yartsa House near Changspa Farm,  
Changspa, Leh, UT of Ladakh - 194101 Ph. 01982-295517  
Email: [nhidcl.leh@gmail.com](mailto:nhidcl.leh@gmail.com)

**(Ref. Para 4.2)**

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

**Date** : 25.05.2021

**Time** : 1100Hrs

**Address** : Executive Director(P)

National Highways& Infrastructure Development Corporation Ltd.  
RO-Ladakh: Yartsa House near Changspa Farm, Changspa, Leh,  
UT of Ladakh – 194101 Ph. 01982-295517  
Email: [nhidcl.leh@gmail.com](mailto:nhidcl.leh@gmail.com)

**(Ref. Para 4.4)**

**10. Proposal Validity Period (Number of days): 120 days**

**(Ref. Para 4.5)**

**11. Evaluation criteria:**

**(Ref. Para 5.1 & 5.2)**

- i. Financial Proposals of only Technically Responsive bidders in accordance with clause 5 of Letter of Invitation shall be opened. Bidder with the highest marks in combined evaluation criteria shall be declared as the **most preferred bidder (H1)**. Weights for evaluation of bids WT and WF shall be as follows:

Weight for Technical Score (WT) = 0.70

Weight for Financial Score (WF) = 0.30

**12. Commencement of Assignment:** The stipulated date of commencement of contract shall be from the 15<sup>th</sup> day after issue of "Letter of Award"

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

### **1. General**

**The National Highways & Infrastructure Development Corporation Ltd. has been assigned the work of “Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road,Leh, UT of Ladakh”**

Urban Local Bodies Department of UT of Ladakh will be the employer and NHIDCL shall be “Executing Agency”(Client) for the consultancy services and the standards of output required from the appointed consultant are of National/International level both in terms of quality and adherence to the agreed timeschedule.

The complete work/assignment is divided into various Stages as mentioned in Enclosure-I.

All the works mentioned in Annexure-I and Enclosure-I have to be carried out in sequential manner and the authority is not bound to continue with all the works with the sameconsultant.

### **2. Objective**

The proposed corridor is in the prime area of Leh city and it is envisaged to elevate the aesthetics of the road by taking appropriate measures along the corridor to improve the image of the city.The intent of the contract is to beautify the corridor from start point to end points to improve the aesthetics, functional, safety and environmental aspects and transform the corridor to national/international standards.The main objective of the consultancy service is to plan and prepare Architectural/Artistic/Structural/MEP/PHE drawings at macro and micro level, traffic studies,cost estimate, specifications, and tender Documents for the the proposed project .

The consultant should ensure planning and design of the project incorporating aspects of value engineering, self-sustainable, quality audit and safety audit requirement in design and implementation and other various parameters as per the relevantguidelines.

### **3. Scope of Services**

The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Annexure-I, Letter of Invitation and theTOR.

**The consultant shall prepare master plan for the proposed project . The masterplan shall include all proposed structures/elements along the alignment of project.**

The exact requirements of th proposed project shall be as per discussions with Employer and NHIDCL officials after award of contract. Further, in addition to planning and design,the scope of the consultant also includes preparation of conceptual

drawings, plans, elevations, sections, 3D views, Structural Design and drawings and vetting, MEP, PHE, HVAC etc. engineering drawings, Final Working/Technical Drawings for execution, Specifications of work, Preparation of Detailed Project Report of structures proposed along the corridor and supervision of the work (10 visits) during the construction by civil contractor.

Consultant shall be responsible for sharing the findings from the preparation stages during the bid process of Civil work. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre-bid conference, meetings, site visits etc. In addition, the consultant shall also support preparation of detailed responses to the written queries raised by the bidders. Further, the Consultant shall assist the client in giving replies to RFIs from turn-key contractor during construction. The consultant shall give response to the RFIs within 48 hours from the time of submission of RFI to them.

#### **4. SCOPE OF WORK**

Within 3 days from the commencement of Services, the Consultant is required to submit a work programme mentioning the various activities to carry out the work within the given time period.

##### **I) Site Survey:**

- a. Consulting agency shall visit the location of proposed corridor for study of existing area and structures if any, structures to be demolished etc., and facilities which are useful to decide if new facilities will be required along with all stakeholders. All relevant and useful data shall be obtained by consultant. Existing systems and assets should be properly assessed with joint field survey of area and learning from survey and existing infrastructure should be taken into account while designing of the scheme along with life cycle and serviceability of proposed project.
- b. The consultant shall engage teams of Architects/civil/Electrical/Traffic Engineers having experience of surveying and leveling of the whole area using latest instruments like, total stations, automatic levels, digital theodolites, digital distance measuring instruments and GIS mapping system etc. They shall prepare electronic field books/level books and hard copies in systematic manner.
- c. Within 15 days from the commencement of Contract, the Consultant is required to submit a Site Survey Report (Inception report) for the subject work.

##### **II) Preparation of Masterplan and Conceptual drawings of entire length of proposed alignment:**

- a. The consultant is required to prepare and submit the comprehensive scheme (at least three options) for complete corridor, plans, site plans, elevations, cross sections, Isometric projections including sketches and diagrams in a way that the 3D views of proposed structures is clear and defined. Consultant shall present his proposal of masterplan and that of conceptual drawings of beautification design in power point presentation to NHIDCL/ULB officials and incorporate the feedback in the updated versions.
- b. Architectural Drawings including presentation drawings & survey drawings are required

to be submitted by the Consultant. Necessary 2D and 3D drawings, plans, perspectives etc., shall be prepared and presented for various options, as required.

- c. Consultant is required to submit the Conceptual Drawings as per the timelines given in Enclosure-I.
- d. Consultant shall submit preliminary cum detailed cost estimates for entire project e forming part of the approved master plan of beautification project. The preliminary cum detailed estimate shall be based on J&K/CPWD DSR and local market rates.

### III) Preparation of Structural Design:

- a. The consultant is required to prepare and submit the complete structural design and drawings. Consultant will follow relevant national/international design standards and specifications for designing of structures (**Seismic zone V shall be considered in the structural design**). Structures should be designed by keeping in mind the extreme climatic and peculiar geographic conditions of Ladakh. The consultant shall get the structural design and drawings vetted by approved institute like IITs/ NITs/ Govt. Engineering Colleges at their own cost.
- b. Consultant is required to facilitate Geotechnical Investigation like soil investigation or any other investigation which is required to carry out the structural design of the proposed structures. The cost of geotechnical investigation will be borne by employer.
- c. Consultant may engage experts for preparation of structural design and preliminary and detailed cost estimates, take-off of measurements from working drawings for Artistic/Civil/MEP/PHE/HVAC etc. of the subject work. No extra payment will be paid by the client for the services of expert consultants, their travel and stay at Leh. Experts so engaged will work under the consultant and the Consultant i.e., Architect/Architectural Consultancy firms will be entirely responsible for delivering the overall assignment/work for NHIDCL.
- d. Consultant is required to submit the Structural Design Report as per the timelines given in Enclosure-I.

### IV) MEP Engineering drawings

MEP Engineering drawings should be prepared and submit by consultant after considering all Electrical, Mechanical, PHE & other requirement based on the area of location confirming to local bye-laws/ BIS/NBC Codes. The scope also includes preparation of drawings for HVAC, FPS and other allied infra works for the project.

### V) Final Working/Technical Drawings for execution

Consultant will prepare Final Working/Technical Drawings for execution for each element/structure proposed along the corridor and submit as per the timelines mentioned in Enclosure-I.

### VI) Preparation of DPR including Cost Estimate and Tender Documents:

- a. The consultant is required to prepare and submit the Detailed Cost Estimate for the project for the approved masterplan. Detailed Cost Estimates (Bill of Quantities) are required to be prepared based on the Schedule rates of Jammu & Kashmir and CPWD DSR. For non-scheduled items, consultant is required to submit rate analysis with the cost estimate. Take-off of all measurements for each element/structure shall be

submitted along with detailed cost estimate.

- b. Tender documents for the project shall be prepared in consultation with the client. Client will provide necessary assistance to the consultant for preparation of tender documents. Client will decide number of buildings in each tender package. The tender package(s) shall be on composite type comprising all components of the project like Civil/Structural/PHE/MEP/HVAC/ etc.
- c. Consultant is required to submit the Detailed Project Report (DPR) including Cost Estimates & Tender Documents for the project as per the timelines given in Enclosure-I. The DPR shall include separate cost estimates for each element/component and a consolidated cost estimate for overall project.

#### VII) Site Supervision during construction:

Consultant is required to carry out 10 visits to site during construction of work as per the requirement of work and on the directions of client. Site supervision/visit includes all cost such as travelling cost, boarding, lodging etc. Duration of one visit will be minimum one day. Payment for the component of site visit/supervision will be made as per the payment schedule mentioned in the Contract Agreement.

#### VIII) Miscellaneous:

- a) **Data, Services and Facilities to be provided by the Client:** The Client shall support the consultancy firm to carry out the subject work by ensuring to provide all necessary information regarding existing and required data in connection with the project.

- b) **Duration of Contract:**

**Stage-I:** The stage-I duration of the contract shall be for a period of 60 **days** from the start date .

**Stage-II:** The stage-II duration of the contract shall commence from the next day of completion of stage-I and will continue until actual date of completion of beautification/street-scapping project by civil contractor(s) or 3 years whichever is earlier.

#### 5. The Consultant's responsibility would include:

- **Data**

The details given in the technical conditions and specifications taken in conjunction with the study are only a reasonable preliminary basis. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

- **Design and Estimates**

Consultant is only responsible for planning and conceptual drawing of the elements/structures along the corridor . NHIDCL shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details and designs and estimates.

## **6. Standards and Codes of Practices**

1. All activities related to field studies, design and documentation shall be done as per the latest codes/guidelines. For aspects not covered by codes/guidelines, international standards practices may be adopted. The Consultant, upon award of the Contract, may finalize this in consultation with NHIDCL and reflect the same in the preliminary planning and design report.

## **7. Time period for the service**

- a. The time period for Stage-I of the project shall be 60 days. For stage-II, the time period shall be until completion of the construction of the beautification/streetscapping project by civil contractor(s) or 3 years whichever is earlier. Stage-II time period shall commence from the next day of completion of Stage-I.
- b. Time period envisaged for preparation and submission of reports is mentioned in **Enclosure-I**.

## **8. Project Team and Project Office of the Consultant**

- The Consultant shall be required to form a multi-disciplinary team for this assignment. The consultant's team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- Consultant/Firm should be well qualified Architect having good experience of beautification/streetscapping design in cold conditions that prevail in Leh for preparation of conceptual drawing.
- The Consultant shall work in the already established office (Regional Office) of NHIDCL at Leh. Team Leader and other experts/staff of consultant should be available during the course of consultancy services for coordination with NHIDCL/Employer and the concerned department of the UT of Ladakh.

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

- 9.1 All reports, documents and drawings are to be prepared for each manageable segment of the corridor separately.
- 9.2 Project preparation activities will be split into 10 Stages as mentioned in Enclosure-I.
- 9.3 Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in para 7 pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.
- 9.4 The Consultant shall submit to the client the reports and documents after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure-I. Further, the reports shall also be submitted in soft copies (Word, Excel, DWG, PPT, CAD file etc.) in addition to the hardcopies. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR. The Consultant shall submit all approved architectural



,Structural,PHE,MEP,HVAC design and drawing soft copy CAD and PDF files in DVDs /flash drives (3 copies) along with DPR submission.

- 9.5 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 sub-heads of the project in logical and sequential manner. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities.

#### **10. Interaction with NHIDCL**

1. During entire period of services, the Consultant shall interact continuously with NHIDCL and the Concerned Department and provide any clarification as regards methods being followed and carry out modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL within 3 days from start of work and prior intimation shall be given to NHIDCL regarding start of key activities such as site visits, survey etc. so that inspections of NHIDCL and officials of other stakeholders could be arranged in time.
2. The NHIDCL officers and other officers of Employer may visit the site along with Architect & other experts/staff of consultant at any time, individually or collectively to acquaint/ supervise the field investigation and survey works.
3. 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.

#### **11 Payment Schedule**

The Consultant will be paid consultancy fee as detailed in the GCC/SCC.

#### **12 Data and Software**

The consultant must submit all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings to NHIDCL at the time of the submission of the Final Report.

**Enclosure-I**

**SCHEDULE OF SUBMISSION OF REPORTS AND DOCUMENTS**

<b>Stage</b>	<b>Item</b>	<b>No. of hard copies along with soft copies</b>	<b>Time Period in days from the date of commencement</b>
1	Work Programme	3	3 days
2	Survey/Inception Report	3	15 days
3	Conceptual options (atleast 3 nos) including plans, alignment plan, sections, Elevation, 3D sketches, etc. along with preliminary cost estimate and presentation to stakeholders	3	35 days
5	Working drawings , Specifications of Architectural/Artistic/Electrical/PHE/ Services/ Landscapping etc.	5	55 days
6	Detailed Estimate of the project including all components	5	55 days
7	Submission of final DPR along with submission of Detailed Technical Specification of all non-schedule items/Specifications,	5	55 days
8	Submission of draft tender documents with LMR justification for the project	3	60 days

**APPENDIX-II**

**Letter of Financial Proposal (On Bidder's letter head)**

(Date and Reference)

To,

The Executive Director(Projects)  
National Highways& Infrastructure Development Corporation  
Ltd.RO-Ladakh:Yartsa House near Changspa Farm, Changspa,  
Leh, UT of Ladakh - 194101.Email: nhidcl.leh@gmail.com

Sub: "Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road,Leh, UT of Ladakh"

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.

1. 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.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaidProject.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating theProposal.
4. 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 accountwhatsoever.
5. 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 Bidder, 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 ourpart.
6. I/We understand that you may cancel the Selection Process at any time and thatyouare neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 1.7 of the RFP documents.
7. I/We declare that we are not associated with any other consultant applying for the selection as a consultant for the subjectwork.
8. 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 thecommunity.
9. 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 NHIDCL or any of the Government agencies or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. 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.
  11. 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.
  12. The Bid Security of **Rs. 1,00,000/- (Rupees One Lakh only)** in the acceptable form is attached, in accordance with the RFP document.
  13. 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.
  14. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.
  15. A Power of Attorney if applicable, in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
  16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix-IV of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  17. I/We have studied RFP and all other documents carefully and also understand the location of 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.
  18. The Financial Proposal is being submitted online only. The responsiveness in accordance with clause 3.1 and clause 5.2 of Lol of RFP with Financial Proposal shall constitute the application which shall be binding on us.
  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 Bidder/Lead Member)

## APPENDIX-III

**Financial Proposal (BOQ)****Tender Inviting Authority:ExecutiveDirector(P), NHIDCL**

Name of the Project: "Consultancy Services for planning and design of beautification of road from Spituk Monastery gate till Leh main market as well as till Polo ground via Airport road,Leh, UT of Ladakh"

NIT No.:NHIDCL/Infra/Ladakh/Tender/2021-22/      dated: .05 .2021

<b>Name of the Bidder/ Bidding Firm / Company:</b>			
<b><u>PRICE SCHEDULE</u></b>			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Percentage Rate inclusive of all taxes including GST (Figures To be entered by the Bidder)</b>	<b>Total Percentage Rate inclusive of all taxes including GST (In Words)</b>
<b>1</b>	<b>2</b>	<b>13</b>	<b>55</b>
1.1	Providing comprehensive design consultancy in planning, designing, detailing, surveying, preliminary / detailed cost estimation, supervision of the execution of all the project within the project area as per scope of contract mentioned in Annexure-I ,Terms of Reference for planning and design consultancy services for the beautification,street scaping, improvement of various roads/stretches as per UTTIPEC / IRC norms covering the following main scope of work( Roads having		INR Zero Only

**Consultancy Services for planning and design of beautification of roads from Spituk Monastery to Main Market, Leh**

	<p>approx. RoW 7.80m to 35m(Ref:Annexure-I) :-</p> <p>i) Beautification,street-scapping Landscaping of corridor</p> <p>ii) Traffic management for improvement of crossings by way of suggesting U-turn etc. wherever required.</p> <p>iii) Footpath for pedestrian i/c access for physically challenged users.</p> <p>iv) Facility for Parking of vehicles / MMI mode</p> <p>v) Providing NMV lanes /Cycle track or other features as required at site as per UTTIPEC /IRC Norms /guidelines</p> <p>vi) Public toilets, whereverfeasible</p> <p>vii) Street Furniture.</p> <p>viii) Road Signages (Mandatory, Cautionary and Informatory) and road marking/ Zebra crossings, bus boxes etc.</p>		
<b>Total in Figures</b>			INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>	

**Note: Bidders are requested to enter lumpsum fee inclusive of all taxes including GST for complete scope of the project which shall remain firm.**



1

**Appendix-IV**

***DRAFT CONTRACT AGREEMENT***

**Between**

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.  
RO-LADAKH: YARTSA HOUSE NEAR CHANGSPA FARM, CHANGSPA, LEH,  
UT OF LADAKH - 194101**

**and**

**M/s .....**

**For**

**“Consultancy Services for planning and design of beautification of road from  
Spituk Monastery-Airport road- Leh main market to Polo ground ,Leh, UT of  
Ladakh”**

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AppendixB: Schedule for submissionof various reports

AppendixC: Hours of work for Consultant' Personnel

AppendixD: Deleted

AppendixE: Cost Estimate

AppendixF: Deleted

AppendixG: Copy of letter of invitation

AppendixH: Copy of letter ofacceptance

Appendix I :Deleted

AppendixJ : Minutes of the Pre-bidmeeting

## **DRAFT CONTRACT FOR CONSULTANT'S SERVICES**

## CONTRACT FOR CONSULTANT' SERVICES

"Consultancy Services for planning and design of beautification of road from Spituk Monastery–Airport road– Leh main market to Polo ground ,Leh, UT of Ladakh"

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2021, between, on the one hand, NHIDCL (hereinafter called the "Client") and, on the other hand, M/s ----- (herein after called the "Consultant").

### WHEREAS

- (A) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- (B) the Consultant, 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 thisContract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of thisContract:
  - (a) The General Conditions of Contract (hereinafter called"GC");
  - (b) The Special Conditions of contract (hereinafter called"SC");
  - (c) The followingAppendices:
    - AppendixA: Terms of reference containing, inter-alia, the Description of the Services and ReportingRequirements
    - AppendixB: Schedule for submission of various reports
    - AppendixC: Hours of work for Consultant' Personnel
    - AppendixD: Deleted
    - AppendixE: Cost Estimate
    - AppendixF: Deleted
    - AppendixG: Copy of letter ofinvitation
    - AppendixH: Copy of letter ofacceptance
    - AppendixI: Deleted
    - AppendixJ: Minutes of the pre-bidmeeting
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; inparticular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract;and
  - (b) Client shall make payments to the Consultant in accordance with the provisions of theContract.

- (c) Notwithstanding any other provisions of this contract, payments under this Contract shall not exceed the amount equivalent to ..... % of Estimated Cost of the Project(or) Approved Detailed Estimate cost put to tender for selection of civil contractor bid(excluding GST), whichever is higher(Ref: Note 1 and 2 of schedule of payment clause)

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  
NHIDCL

By  
Authorized Representative

Witness

1. Signature  
Name Address

2. Signature  
Name Address

FOR AND ON BEHALF OF  
(Consultant)

By  
Authorized Representative

Witness

1. Signature  
Name Address

2. Signature  
Name Address

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as the case 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 GC2.1;
- (d) "foreign currency" means any currency other than the currency of the Government;
- (d) "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 Consultant consists 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 Consultant 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 Consultant, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultant 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 Consultant subcontract any part of the Services in accordance with the provisions of Clause GC3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Subconsultant.

## **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 Consultant. The Consultant, 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 English language, 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 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 for Union Territory of Ladakh.

## **1.8 Deleted**

## **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 Consultant may be taken or executed by the officials specified in the SC.

#### **1.10 Taxes and Duties**

The Consultant 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. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **3.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Consultant instructing the Consultant 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 4 months after the date of the Contract signed by the Parties, 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 Consultant shall begin carrying out the Services within 03 (three) days of receipt of such instructions/orders from NHIDCL.

### **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.

### **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 7.2 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 consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

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

#### **2.7.3 Measures to be Taken**

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of Time**

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

#### **2.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant 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 Consultant, 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 Consultant, suspend all payments to the Consultant thereunder if the Consultant fails 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may, by not less than fifteen (15) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs

(a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultant fails 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 fifteen (15) 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 Consultant become (or, if the Consultant 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 Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) 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
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.9.2 By the Consultant**

The Consultant 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:

- (b) if the Client fails to pay any money due to the Consultant 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 Consultant that such payment is overdue;
- (c) 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) 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, 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 Consultant 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 Consultant and equipment and materials furnished by the Client, the Consultant 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 Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) Expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (ii) 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 Consultant's 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.

#### **4. OBLIGATIONS OF THE CONSULTANT**

##### **4.1 General**

##### **3.1.1 Standard of Performance**

The Consultant 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 Consultant 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 Subconsultant or Third Parties.

##### **3.1.2 Law Governing Services**

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

## **4.2 Conflict of Interests**

### **3.2.1 Consultant not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant 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 Consultant shall use their best efforts to ensure that any Sub consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2 Consultant and Affiliates not to be otherwise interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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 Consultant nor their Sub consultant 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.

## **4.3 Confidentiality**

The Consultant, their Sub consultant 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 related to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

## **4.4 Liability of the Consultant**

Subject to provisions given below, the Consultant's liability under this Contract shall be as provided by the Applicable Law.

- a) Except in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant 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 Consultant hereunder, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

#### **4.5 Insurance to be taken out by the Consultant**

The Consultant (i) shall take out and maintain, and shall cause any Sub consultant to take out and maintain, at their (or the Sub consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, given below, and 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.

The risks and the coverage shall be as follows:

- a) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) upto a period of three 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 Consultant hereunder OR (B) the proceeds, the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such liability, (C) For the amount of **Rs. 50 Lakh**, whichever of (A) or (B) or (C) 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) Deleted
  - (vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.
- b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant 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.

#### **4.6 Accounting, Inspection and Auditing**

The Consultant (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 Consultant's costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

#### **4.7 Consultant's Actions requiring Client's prior Approval**

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

- (a) appointing /replacement of 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 Consultant 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.

#### **4.8 Reporting Obligations**

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

#### **4.9 Documents prepared by the Consultant to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant 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 Consultant may retain a copy of such documents. The consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the client.

#### **4.10 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant 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 Consultant 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 instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

## **5. CONSULTANT's PERSONNEL**

### **5.1 General**

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

### **5.2 Description of Personnel**

- (a) Selected Consultant/Firm should be well qualified Architect having good experience of building design in extreme cold condition to make the building winter friendly with maximum possible passive solar features for preparation of conceptual drawings.**
- (b) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated cost may be increased by Client in writing to the Consultant.**

### **5.3 Approval of Personnel**

Consultant may engage any experienced and qualified personnel required to carry out the work.

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

## **6. OBLIGATION OF THE CLIENT**

### **6.1 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 Consultant, Sub consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub consultant 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) Deleted

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;

## **6.2 Access to Land**

The Client warrants that the Consultant 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 Consultant 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 Consultant or any Subconsultant or the Personnel of either of them.

## **6.3 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 Consultant in performing the Services, then the expenses otherwise payable to the Consultant 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),

## **6.4 Services, Facilities and Property of the Client**

The client shall make available to the Consultant 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 Consultant as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1(c) hereinafter.

## **6.5 Payment**

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

# **7. PAYMENT TO THE CONSULTANT**

## **7.1 Payment for preparation of Conceptual Drawings & Cost Estimates**

(a) The LOA issued to the consultant shall clearly mention the cost of service separately payable in **local currency (Indian Rupees)** which will be the ceiling amount.

- (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 amount specified in the LOA.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clause 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultant 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.
- (d) **Currency of Payment:** The payment shall be made in Indian Rupees.

**(e) SCHEDULE OF PAYMENT**

The time period allowed for each activity and the payment schedule is as follows:

<b>Sl. No.</b>	<b>Activity</b>	<b>Time frame from Date Of Start</b>	<b>Admissible payment on contract amount (% of total fee)</b>
1	Submission of Survey/inception report for scrutiny and approval by NHIDCL/ULB	15 days	15%
2	Submission of conceptual designs (atleast three options) plans and preliminary drawings to NHIDCL and presentation to stakeholders	35 days	15%
3	Submission of the final working drawings (Detailed drawings based on Street Design Guidelines of UTTIPEC & relevant IRC codes) and Detailed Estimate for all the items suggested for execution of work to the NHIDCL along with specification of all items.	55 days	40%
4	Submission of DPR, Masterplan and Draft Tender documents for call of tenders for execution of project and award of project to Civil (turn-key) contractor(s).	60 days	20%
5	Supervision of works during execution of beautification/street-scaping work.(10 visits)	Till completion of beautification/street-scaping work	10%

**Note:**

- (i) Retention money shall be deducted from each invoices of consultant which may be released after the completion of civil contract work(s) or after 3 years from completion of Stage-I (DPR consultancy services) mentioned, whichever is earlier.
- (ii) 50% of due payment for work at Sl.No. 1 to 5 shall be released on the submission of deliverables by the consultant and balance 50% shall be released after approval of each activity by the ULB/NHIDCL.

**7.2 Payment for Supervision**

**7.2.1** Deleted.

**7.2.2** Deleted.

**7.3 Mode of Billing and Payment** Billing and payments in respect of the Services shall be made as follows:

- (a) As soon as practicable and not later than Seven (07) days after the end of each Stage

during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized statements, along with appropriate supporting materials if required, for amounts payable pursuant to Clauses GC6 for such month

- (b) 75% of bill raised by the Consultant shall be paid within 7 days and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultant periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant 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 ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant 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 Consultant to the Client within thirty, (30) days after receipt by the Consultant 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.
- (e) All payments under this Contract shall be made to the account of the Consultant specified in the SC.

## **8. Responsibility for Accuracy of Project Documents**

### **8.1 General**

- 8.1.1 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.
- 8.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the structures. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the 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 Consultant.



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

## **8.2 Retention Money**

An amount equivalent to 5% of the contract value shall be retained from each invoice of consultant for accuracy of design and quantities submitted and the same will be released after the completion of civil contract work(s) or after 3 years from completion of Stage-I (DPR 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 up to the period as above.

## **8.3 Penalty**

### **8.3.1 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/Retention money. However, in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

- 8.3.2 Total amount of recovery from all penalties shall be limited to 10% of the Consultancy Fee.

## **8.4 ACTION FOR DEFICIENCY IN SERVICES**

### **8.4.1 Consultant 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.

### **8.4.2 Warning /Debarring**

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

## **9. FAIRNESS AND GOOD FAITH**

### **9.1 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.

### **9.2 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.

## **10. SETTLEMENT OF DISPUTES**

### **10.1 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.

### **10.2 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 given below:

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

#### **(A) 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 Consultant 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.

**(B) Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

**(C) 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.

**(D) Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**(E) Miscellaneous**

In any arbitration proceeding hereunder:

- Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI
- the English language shall be the official language for all purposes; and  
[Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

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 12 months.
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/-
	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	

5	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.	

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

#### 11. **Change of Scope**

During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services 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.

### **SPECIAL CONDITIONS OF CONTRACT**

#### **Number (Amendments of, and Supplements to, Clauses in the General Conditions) of GC Clause**

The addressees are:

##### **For the Client:**

Attention: Executive Director (Projects),

Address: NHIDCL RO-Ladakh: Yartsa House near Changspa Farm, Changspa,  
Leh, UT of Ladakh-194101

Contact: 01982-295517

E-mail: [nhidcl.leh@gmail.com](mailto:nhidcl.leh@gmail.com)

##### **For the Consultant:**

Attention:

Name:

Address:

Contact:

E-mail:

Notice will be deemed to be effective as follows:

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

#### **1.9 The Authorized Representatives are:**

**For the Client:** General Manager(P)/Dy. General Manager(P),

Address: NHIDCL RO-Ladakh: Yartsa House near Changspa Farm, Changspa,  
Leh, UT of Ladakh-194101

**E-mail:** [nhidcl.leh@gmail.com](mailto:nhidcl.leh@gmail.com)

<b>For the Consultant:</b>	Name
	Designation

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

- a) The contract has been signed between the NHIDCL and the consultant after issuance of LOA.

## **Appendix A**

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

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## **Appendix B**

Schedule for submission of various reports

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## Appendix C

### Hours of work for Consultant' Personnel

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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 15days.

## Appendix E

### Cost Estimate

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**Appendix G: Copy of letter of invitation**

**Appendix H: Copy of letter of acceptance**

**Appendix J : Reply to Queries of the Bidder**

## **Appendix-K**

## **Appendix -L**

### Bank Guarantee for Performance Security

#### *FORMS OF BANK GUARANTEES, LOA & AGREEMENT*

#### **Form of Bank Guarantee**

#### **[Performance Security/Additional Performance Security]**

To

[\[National Highways and Infrastructure Development Corporation Limited\]](#)

[Yartsa House near Changspa Farm, Changspa, Leh, UT of Ladakh-194101]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated\_ for construction of [name of the Project] (hereinafter called the "Contract")

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees ..... Crore) (the "**Guarantee Amount**"<sup>1</sup>).

AND WHEREAS we, ..... through our branch at ..... (the "**Bank**") have agreed to furnish this Bank Guarantee (hereinafter called the "**Guarantee**") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the

<sup>1</sup> Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Offg. Executive Director, of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on \*\*\*\*. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.  
Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
11. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
12. This guarantee shall also be operatable at our ICICI Branch at UT of Ladakh, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited NHIDCL UT Ladakh Project Account
2	Beneficiary Bank Account No.	362305000136
3	Beneficiary Bank Branch IFSC	ICIC0003623
4	Beneficiary Bank Branch Name	3623 Leh Ladakh Branch
5	Beneficiary Bank Address	ICICI Bank,Leh-194101

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED  
For and on behalf of the Bank by:  
(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)