# BUILDING INFRASTRUCTURE - BUILDING THE NATION REQUEST FOR PROPOSAL (RFP)

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel including approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting Shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.

(Through INFRACON and CPPP Portal)

[ online mode ]

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD (MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)

3<sup>RD</sup> FLOOR, PTI BUILDING, 4-PARLIAMENT STREET,

NEW DELHI – 110001

August, 2021

# <u>INDEX</u>

Sl. No.	Content	Page No.
1	Notice Inviting Tender (NIT)	3
2	Letter of Invitation	5
3	Annex -I : Details of the stretch proposed for DPR preparation	$\frac{3}{20}$
	Annex-II : Procedure of Assessment of Least Cost to NHIDCL	
4	under special circumstances	21
5	Data Sheet	22
6	Appendix - I : Terms of Reference	30
7	Supplement -I: Additional Requirements for Hill Roads	105
8	Supplement - II: Additional Requirements for Bridges	110
9	Supplement – III: Additional requirement for safety audit	113
10	Enclosure - I : Manning Schedule	119
11	Enclosure - II : Qualification Requirements of Key Personnel	120
12	Enclosure - III: Schedule for Submission of Reports and Documents	130
10		122
13	Appendix – II : Formats for Eligibility	132
14	Appendix - III : Formats for Technical Proposals	139
1.5		1.50
15	Appendix - IV: Formats for Financial Proposals	150
16	Appendix - V: Detailed Evaluation Criteria	160
17	Appendix - VI: Draft Contract Agreement	174
18	Appendix – VII: DPR Checklist for 8 stages [Stage 1: Inception Report, Stage 2: Feasibility Report, Stage 3: LA & Clearances I, Stage 4: Detailed Project Report, Stage 5: Technical Schedules, Stage 6: LA & Clearances II]: Stage 7: Award Determination(Structures), Stage 8: Land Possession Report (Structures)	214
10	Appendix VIII. Comple Everytive Company of Detailed Design Design	270
19	Appendix- VIII: Sample Executive Summary of Detailed Project Report	279
20	Appendix- IX: Details of Ongoing and Awarded works in NHIDCL	309
21	Appendix- X: Integrity Pact	310

Pir Ki Gali Tunnel Page 2 of 325

# National Highways & Infrastructure Development Corporation Limited.

3<sup>rd</sup> Floor, PTI Building, 4, Parliament Street, New Delhi – 110001

# **NOTICE INVITING TENDER (NIT)**

Bid/ Package no.: NHIDCL/J&K/Mughal Road/Pir Ki Gali Tunnel/2021 10.08.2021

- 1. NHIDCL has been assigned the work of "Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.
- 2. Proposals are hereby invited from eligible Consultants for Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir
- 3. The letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal of NIC i.e. http://infracon.nic.in and https://eprocure.gov.in. The document can also be downloaded from NHIDCL website www.nhidcl.com. Cost of the Document in the form of a Non- refundable document fee of Rs. 5900 including 18% GST (Rupees FIve Thousand Nine Hundred only) in the form of (i) Demand Draft favouring 'National Highways & Infrastructure Development Corporation Ltd.' and payable at New Delhi OR (ii) RTGS/NEFT/Other online mode to the NHIDCL's account, as given below:

Sr. No.	Particulars	Details		
1.	Name of Beneficiary	National Highways & Infrastructure		
		Development Corporation Limited		
2.	Beneficiary Bank Account No.	90621010002659		
3.	Beneficiary Bank Branch Name and	Syndicate Bank, Transport Bhawan,		
	Address	1st Parliament Street, New Delhi-110001		
4.	Beneficiary Bank Branch IFSC	CNRB0019062		

The Demand Draft in original or copy of payment receipt (RTGS/NEFT/Other online mode) must be furnished in a separate envelop while submitting the proposal along with soft copy.

4. The RFP has also been uploaded on "INFRACON" (www.infracon.nic.in). As such before submitting the proposal the Consultant shall mandatorily register and enlist themselves (the firm and all key personnel), on the NIC portal "INFRACON" and furnish registration details along with its RFP. INFRACON Operation Procedure is available on INFRACON portal for bidder's reference and also described in the RFP in subsequent clauses.

Pir Ki Gali Tunnel Page 3 of 325

- 5. All the bidders registered on INFRACON shall form a Team on INFRACON and which would be assigned unique INFRACON Team ID. Bidders while submitting the proposal shall quote the INFRACON Team ID. Proposal for Tunnel Package can be submitted with single team and INFRACON ID.
- 6. Bid must be submitted online at e-tender portal of NIC i.e. https://eprocure.gov.in on or before as per schedule given hereunder.
- 7. As part of the Standard Operating Procedure for adoption of Integrity Pact, an Independent External Monitor (IEM) has been appointed in NHIDCL, as per approval of the Central Vigilance Commission and Ministry of Road Transport & Highways, Govt. of India. The contact detail of IEM can be seen on the website of NHIDCL.
- 8. The critical date sheet for bidding process is to be followed for this assignment is given here in under:

Bid Document /NIT Publishing Date	:	10.08.2021
Bid Document Download / Start Date	:	10.08.2021
Clarification Start Date (Pre bid queries)		10.08.2021
Clarification End Date( Last date for receipt of pre bid query)	••	25.08.2021 (1100 hrs)
Pre bid meeting	:	25.08.2021 (1500 hrs)
Bid Submission start Date	:	06.09.2021
Bid submission End Date (online & physical Copy)	:	09.09.2021 (1100 hrs)
Opening Date of Technical Bid	:	10.09.2021 (1100 hrs)
Date of uploading of list of Technically Qualified Applicants	:	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants		To be intimated with the result of
	:	technical evaluation

B. Shivprasad General Manager (Technical) NHIDCL, PTI Building, 2nd Floor, 4, Parliament Street, New Delhi-110001 e-mail: shivprasad.152p@gov.in

> kp.singh0161@nic.in Tel: 011-23461674

Pir Ki Gali Tunnel Page 4 of 325

# **Letter of Invitation (LOI)**

Dated: 09.08.2021

Dear Sir,

Sub: Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.

- 1.1 The National Highways and Infrastructure Development Corporation Ltd has been entrusted with the assignment of "Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel including approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.
- 1.2 A brief description of the assignment and its objectives are given in the Appendix-I, "Terms of Reference".
- 1.3 The National Highways and Infrastructure Development Corporation Ltd. invites Proposals (the "Proposals") through e-tender (on-line bid submission) on CPP portal after creating Team ID at <a href="http://infracon.nic.in">http://infracon.nic.in</a> \* for selection of Technical Consultant (the "Consultant") who shall prepare DPR and provide pre-construction activities. Consultant may bid for package with one team. For the sake of clarity, it is mentioned that one consultant cannot submit two proposals/bids for the same package. Consultants are hereby invited to submit proposals in the manner as prescribed in the RFP. A Consultant may submit only "Proof of eligibility (Part 1)" and "Technical Proposal (Part 2)" for the package. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted. The most preferred bidder (H-1) for the package would be determined on the basis of Quality and Cost as mentioned in the RFP. The consultants are hereby invited to submit proposals in the manner prescribed in the RFP.
  - \* In order to make the evaluation process more objective, user friendly and transparent, NHIDCL has developed INFRACON portal (<a href="www.infracon.nic.in">www.infracon.nic.in</a>) which is a comprehensive National Portal for Infrastructure Consultancy firms & Key Personnel. The Portal has facility to host Consulting Firms' & Personnel Credentials online with linkage to Aadhar & Digilocker for data storage, validation & purity. The Information available on the portal would also be made available in Public Domain.

Based on the above stated objective, it has been decided that while calling RFPs for preparation of DPR, NHIDCL would receive technical proposals through INFRACON by making it mandatory for firms & personnel to register on the portal. This would lead to reduction in paper work during bid submission & evaluation and shall bring transparency & accountability to the submission process. The applicants (hereinafter called as the Consultants) are hereby invited to submit proposals in the manner prescribed in the RFP.

Pir Ki Gali Tunnel Page 5 of 325

- 1.4 The consultants shall submit proposals either in sole capacity or in JV or in Association. Joint Venture shall not have more than two firms. IN addition to this the Applicant may include Associates having experience in new technologies as AEM survey & Directional Coring (who shall fulfil at least 100% of eligibility requirement under Sr. No. B or C of Minimum Eligibility requirements of data Sheet). However, the Associate(s) cannot be common for 2 or more bidders. Any entity which has been barred by the Ministry of Road Transport and Highways (MORTH) or its implementing agencies for the works of Expressways, National Highways, ISC and EI Works and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture. The consultant may bid for any number of tunnel package(s); accordingly they must fill Form II, showing for which package they are bidding.
- 1.5 To obtain first hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the client, local State PWDs, BRO, SASE and the project site before submitting a proposal and attend a pre-proposal conference. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.
- 1.6 Financial Proposals for the package will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded to the highest ranking consultant for Package on the basis of Quality and Cost subject to para 8 of LOI.
- 1.7 Please note that (i) costs of preparing the proposal and of negotiating the contract (if any), including visits to the Client, site, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.8 The proposals must be properly signed as detailed below:
- 1.8.1 *i. by the proprietor in case of a proprietary firm* 
  - ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).
  - iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).
  - iv. by the authorized representative in case of Joint Venture.
- 1.8.2 In case a Joint Venture of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture confirming the following therein:
  - i. Date and place of signing
  - ii. Purpose of Joint Venture (must include the details of contract works for which the joint venture has been invited to bid)

Pir Ki Gali Tunnel Page 6 of 325

- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU
- iv. Delineation of duties/responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV / and Association for the proposed services
- v. An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services
- vi. The authorized representative of the joint venture/Association

The Association firm shall give a Letter of Association, MOU as in i) to vi) above except v, letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation.

- 1.8.3 In case of Joint venture, one of the firms which preferably have relatively higher experience will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU /agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment to be made to the JV can also be made to the account of the JV or any of the partner. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.
- 1.8.4 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant or / and in association with any other consultants. However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant for the same package will be summarily rejected. In such cases, all the involved proposals shall be rejected.
- 1.8.5 Only Indian firms are allowed to participate in the bid and no International Bidder is eligible as individually or as a member of a Joint Venture or as an associate. However the firms may propose foreign nationals (maximum 02 Nos.) as key personnel.
  - (1) The following provisions shall apply:
  - (a) A firm/company having 25% (Twenty Five percent) or more of the aggregate issued, subscribed and paid up equity share capital is held by persons resident outside India or is controlled by persons resident outside India, is not eligible for the project/Bid.
  - (b) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 25% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
    - (2) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect

Pir Ki Gali Tunnel Page 7 of 325

legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

- (3) The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.
- (4) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.
- 1.9 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.
- 1.10 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL any other right or remedy hereunder or in law or otherwise, the Applicant shall be debarred from participating in the future projects of the NHIDCL in the following situations 6
  - (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
  - (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

## 1.11

#### CRITERIA FOR INELIGIBILITY TO BID

- Stands debarred by the Authority as a natural consequence of termination of any Consultancy Contract of the Authority.
- (ii) Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver consultancy in time bound manner, abandoning the project without permission of the Authority, non mobilization of key personnel, poor performance, penalties, missing commitments, non-adherence to quality specifications, inefficient execution of works, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the Authority.
- (iii) The bidder including individual or any of its JV members or its related parties, who are already having three or more on-going Authority Engineer

Pir Ki Gali Tunnel Page 8 of 325

Consultancy contract (s) in NHIDCL, as on date of financial bid opening, shall not be eligible to bid for this project.

# Explanation:

- An LOA issued for any project shall be counted as an on-going project.
- (ii) Projects with consultancy fee of Rs. 1.5 Crores or less shall not be counted for this purpose.
- (iii) Projects wherein Draft DPR has been submitted after approval of Alignment & Feasibility Report shall not be counted for this purpose.
- (iv) In case of a company, the Related Parties means Related Parties as defined in the Companies Act, 2013, and in case of a bidder other than a company, the Related Parties means bodies in which the bidder or its partners are partner, trustee or directors in other bodies whether incorporated or not.

To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the Related Parties in NHIDCL.

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

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

## 2 Documents

- 2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the Data Sheet. Proposal shall be received through INFRACON. The consultant should upload the proposal using INFRACON input sheets and the procedure prescribed therein.
- 2.2 Consultants requiring a clarification of the documents must notify the Client, in writing, by the scheduled date and time mentioned in critical date sheet. 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 CPP portal and its website.

Pir Ki Gali Tunnel Page 9 of 325

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

## 3. Preparation of Proposal

The proposal must be prepared in three parts viz.,

Part 1: Proof of eligibility Part 2: Technical Proposal Part 3: Financial Proposal

- 3.1 Document in support of proof of eligibility
- 3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of proof of eligibility as per Formats given in Appendix-II:
  - (i) Forwarding letter for Proof of Eligibility in the Form-E1.
  - through INFRACON in support of experience as specified in Data Sheet. The uploaded experience certificate should indicate clearly the firms DPR experience in Highway/Railway/Metro tunnel project, details (including configuration) of structures like Adits, vertical shafts, Avalanche Protection Structures, Designed HRR, type of tunnels, rock bolting, ground improvement, avalanche protection structures etc. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client.
  - (iii) Firm's turnover for the last 5 years: The information in this regard shall be obtained through INRACON in regard to the turnover of the applicant firm (s) for the last five years beginning with the latest financial year. INFRACON must have an uploaded certificate from Chartered Accountant in support of Firm's turnover.
  - be furnished in the form of (i) Demand Draft favouring "National Highways & Infrastructure Development Corporation Ltd." payable at New Delhi OR (ii) RTGS/NEFT/Other online mode to the NHIDCL's account. The details of Bank Account of NHIDCL is given in the Datasheet. The Demand Draft in original or copy of payment receipt (RTGS/NEFT/Other online mode) must be furnished in a separate envelop while submitting the proposal along with soft copy.
  - (v) Deleted.

Pir Ki Gali Tunnel Page 10 of 325

- (vi) Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
- (vii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above.
- 3.1.2 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.

# 3.2 Technical Proposal

- 3.2.1 You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.2.2 During preparation of the technical proposal, you must give particular attention to the following:

Total assignment period is as indicated in the enclosed TOR. A manning schedule in respect of requirement of key personnel is also furnished in the TOR. You shall make your own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total estimated cost. It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.

- 3.2.3 The technical proposal shall be submitted strictly in the Format given in Appendix- III and shall comprise of following documents:
  - i) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in Form-T-1
  - ii) Deleted.
  - iii) Firm's references This information shall be evaluated from the details uploaded on INFRACON.
  - iv) Deleted.
  - v) Deleted.
  - vi) Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: The proposed methodology should be accompanied by the consultants initial view, key challenges they foresee and potential solutions suggested regarding: a) proposed alignment, b) land acquisition requirements, c) access control, rehabilitation of existing road, drainage and utilities, d) adoption of superior technology along with proof: limited to six A4 size pages in 1.5 space and 12 font including photographs, if any for items a to c, (Form-T-5) and information in Form-T-7 (as covered in para viii below) for item d.
  - vii) Deleted

Pir Ki Gali Tunnel Page 11 of 325

- viii) The proposal shall indicate as to whether the firm is having the facilities for carrying out the following field activities or these are proposed to be outsourced to specialized agencies in the Form- T-9.
  - a) Airborne Electromagnetic Survey (AEM).
  - b) Geo-technical Investigation
  - In case the consultant envisages outsourcing any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.
- ix) Details of office equipment and software owned by the firm to be used in Tunnel Projects in Form-T10.
- x) CVs of 4 (five) Key Personnel (Team Leader cum Senior Tunnel Expert, Tunnel Design Expert, Senior Ventilation & Fire Safety Expert, Senior Geotechnical Expert ) to be submitted only through INFRACON and Team ID must be submitted in physical form. For remaining key personnel, the CVs need to be submitted for approval prior to signing of contract.

# 3.2.3 CVs of Key Persons:

- i. The CVs of the four key personnel namely Team Leader cum Senior Tunnel Expert, Tunnel Design Expert, Senior Ventilation & Fire Safety Expert, Senior Geotechnical Expert is to be furnished on INFRACON portal. It may please be ensured that the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. Experience certificates shall also be submitted. If any information is found incorrect,/Fake/ inflated in the CV, at any stage, debarment of Key personnel from Future MoRT&H or NHIDCL projects upto 2 years may be taken by MoRT&H or NHIDCL.
- ii. No alternative to key personnel may be proposed and only one CV may be submitted for each position. The minimum requirements of Qualification and Experience of all key personnel are listed in Enclosure-II of TOR. CV of a person who does not meet the minimum experience requirement as given at enclosure-II of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal (except Team leader). However if a firm with such key personnel is declared the "most preferred bidder" for a particular package, such key personnel should be replaced at the time of Contract Negotiations with a person meeting requirements of Qualification and Experience as given at enclosure-II of TOR and whose CV secures 75 % marks and above. If a proposed key personnel does not possess the minimum (essential) educational qualification as given at enclosure-II of TOR, Zero marks shall be assigned to such CV and such CV shall not be evaluated further. The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have

Pir Ki Gali Tunnel Page 12 of 325

failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.

- iii. Team Leader cum Senior Tunnel Expert, Tunnel Design Expert, Senior Ventilation & Fire Safety Expert, Senior Geotechnical Expert and should be available as per proposed work programme of the project. Other Key Personnel namely Sr. E&M Engineer, Senior Survey Engineer, Environmental Engineer, Quantity Surveyor / Documentation Officer and Highway and Pavement Engineer, Material Engineer, should not have more than two work assignments at hand at a time. If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms.
- iv. The availability of key personnel must be ensured for the duration of the project as per proposed work programme. If a firm claims that a key personnel proposed by them is a permanent employee of the firm (the personnel should have worked in the firm continuously for a period of at least 1 year), a certificate to the effect along with pay slips are required to be submitted.
- v. The age limit for key personnel is 65 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.
- vi. An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment as per the work programme and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of NHIDCL.).
- vii. In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated, at any stage, action including termination of the consultancy agreement and debarment of the firm upto 2 years from future NHIDCL projects shall be taken by NHIDCL.
- viii. Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.

Pir Ki Gali Tunnel Page 13 of 325

- ix. A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.
- x. Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.
- xi. Availability of few key personnel engaged for preparation of Detailed Project Report for the envisaged project may be ensured during first 3 to 4 months after start of the civil work at site during the period of survey and review of DPR by the Supervision consultant/Authority Engineer. For this purpose, payment shall be made as per actual site deployment of the key personnel at the man month rates quoted by the firm in their financial proposal.
- xii. It may please be noted that in case the requirement of the 'Experience' of the firm/Joint Venture as mentioned in the "Proof of Eligibility' is met by any foreign company, their real involvement for the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least the draft feasibility report and draft DPR duly reviewed by the parent firm and their paying visit to the site and interacting with NHIDCL. In case of key personnel proposed by the foreign company, they should be on its pay roll for at least last six months (from the date of submission).
- xiii. In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.
- xiv. If any case of fake/incorrect/inflated CV is found, it shall be dealt with very severely and would result in all possible penal action including blacklisting from future projects of NHIDCL. This would also apply even when the consulting firm is not successful in getting the assignment. In case, the information contained in the CV for the duration in which the key personnel was not employed by the firm proposing his candidature is found incorrect/Fake/inflated at any stage, the consultancy firms will have to refund the twice of salary and perks drawn in respect of the person.
- xv. Policy guidelines on action against the consultancy firm and key personnel for misrepresentation of facts & fraudulent practices and non-performance issued

Pir Ki Gali Tunnel Page 14 of 325

# vide MoRT&H circular no. RW/NH-33044/24/2020-S&R (P&B) dated 06.01.2021 may also be please referred to (copy enclosed).

**3.2.5** The technical proposal must not include any financial information.

# 3.3 Financial Proposal

- 3.3.1 The Financial proposal under Schedule 'A' should include all the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc), office & residential accommodation, mobilisation & transportation, equipment, printing of documents, surveys etc. The Financial Proposal under Schedule 'B' is item/Unit rate basis. The financial proposal should be prepared strictly using, the formats uploaded on CPP Portal. 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 uploaded on CPP Portal shall be considered non-responsive and is liable to be rejected. Forwarding letter for Financial Proposal duly signed by the authorised person on behalf of the bidder, as in Form-I of Appendix-IV must be submitted.
- 3.3.2 The financial proposal shall take into account all types of the tax liabilities excluding GST and cost of insurance specified in the Data Sheet.
- 3.3.3 Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant. The payments shall be made in Indian Rupees by NHIDCL.
- 3.3.4 Consultants are required to charge only rental of equipments/ software(s) use so as to economize in their financial bid.

## 4 Submission of Proposals

4.1 The Applicants shall submit the proposal (Proof of Eligibility and Technical Proposal) comprising the documents as mentioned under clause 3.1.1 and 3.2.3 respectively to meet the requirements of 'Proof of Eligibility' and 'Technical Proposal' online only. A Consultant with "a Particular Team" may submit only one proposal of "proof of eligibility (Part 1 Para 5.1 i, ii &vii)" and "Technical Proposal (Part II)" to NHIDCL for package applied by them with a particular team on or before the deadline of submission of bids. A consultant can apply for a particular package with one team only. The packages for which a Consultant with "a Particular Team" applies should be clearly mentioned in their proposal. However, Consultants are required to submit a copy of Proof of Eligibility and Technical Proposal online. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.

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

Pir Ki Gali Tunnel Page 15 of 325

- 4.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Proof of Eligibility and Technical Proposal must be initialled by the person or persons signing the proposal.
- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialled by the person or persons signing the proposal.
- 4.4 Your bid must be submitted on or before the time and date at the address stated in Data Sheet. Proof of Eligibility, Technical Proposal and Financial Proposal shall have to be submitted online on or before the time and date at the address stated in Data Sheet.
- 4.5 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

## 5 Proposal Evaluation

- 5.1 The proposals would be evaluated by a Committee constituted by NHIDCL. A three-stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined as to whether:
  - i) The proposal is accompanied by Document fee
  - ii) The Proposal is accompanied by Bid Security of required value
  - iii) The firms(s) have required experience
  - iv) The firms(s) have required turnover
  - v) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above
  - vi) The proposals have been received on or before the dead line of submission.
  - vii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above

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

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

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

Pir Ki Gali Tunnel Page 16 of 325

A proposal securing 75 points shall be declared pass in the evaluation of Technical Proposal. The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.

# 5.3 Evaluation of Financial Proposal

- **5.3.1** For financial evaluation, total cost of financial proposal for each tunnel excluding Goods & Service Tax shall be considered. Goods & Services shall be payable extra.
- 5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those GST, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/ resident consultants.
- **5.3.3** For each package, the procedure as mentioned at Clauses 5.3.4, 5.4 and, 5.5 as mentioned below shall be followed separately for determining the "Most preferred bidder (H-1 bidder)" for each package.
- **5.3.4** The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100xFM/F

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

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

S= STxT + SFxf Where, S= Combined Score, ST= Technical Score out of 100 SF= Financial Score out of 100

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

Pir Ki Gali Tunnel Page 17 of 325

5.5 A Consultant having the maximum score (S) for package shall be declared as the **most** preferred bidder (H-1) separately.

## 6. Performance Security

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee the Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned below. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by any member of the JVs for an amount equivalent to 5 % of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant.

List of Scheduled Public	List of Private Sector	List of Scheduled Small finance
Sector Banks	Banks	Banks
1.Bank of Baroda	1.Axis Bank Ltd.	1.Au Small Finance Bank Ltd.
2.Bank of India	2.Bandhan Bank Ltd.	2.Equitas Small Finance Bank Ltd
3.Bank of Maharashtra	3.CSB Bank Ltd.	3.Suryoday Small Finance Bank Ltd.
4.Canara Bank	4.City Union Bank Ltd.	4.Ujjivan Small Finance Bank Ltd
5.Central Bank of India	5.DCB Bank Ltd.	5.Utkarsh Small Finance Bank ltd.
6.Indian Bank	6.Federal Bank Ltd.	6.ESAF Small Finance Bank Ltd.
7.Indian Overseas Bank	7. HDFC Bank Ltd.	7.Jana Small Finance Bank Ltd.
8.Punjab National Bank	8. ICICI Bank Ltd.	
9.Punjab & Sind Bank	9. Induslnd Bank Ltd.	
10.State Bank of India	10.IDFC First Bank Ltd.	
11.UCO Bank	11.Jammu & Kashmir Bank Ltd.	
12.Union Bank of India	12.Karnataka Bank Ltd.	
	13.Karur Vysya Bank Ltd.	
	14.Kotak Mahindra Bank Ltd.	
	15.Lakshmi Vilas Bank Ltd.	
	16.RBL Bank Ltd.	
	17.South Indian Bank Ltd.	
	18.Tamilnad Mercantile Bank	
	Ltd.	
	19.IDBI Bank Ltd.	
	20.Yes Bank Ltd.	

Pir Ki Gali Tunnel Page 18 of 325

## 7 Penalty

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

#### 8 Award of Contract

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time, the Client may invite/declare the 2<sup>nd</sup> highest ranking bidder Consultant as Most Preferred Bidder and follow the procedure outlined in Para 8 and 9 of this Letter of Invitation.

## 9 Signing of Contract Agreement

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

- The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:
- i) Notice Inviting Tender (NIT)
- ii) Request For Proposal (RFP)
- iii) Replies to pre-bid queries, if any
- iv) Amendments / corrigendum to RFP
- v) List of bidders who submitted the bids up to the deadline of submission
- vi) List of bidders who did not pass the eligibility requirements, stating the broad deficiencies
- vii) List of bidders who did not pass the Technical Evaluation stating the reasons.
- viii) List of bidders along with the technical score, who qualified for opening the financial bid
- ix) Final Score of qualified bidders
- x) Name of the bidder who is awarded the Contract
- 11. It is the NHIDCL policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the NHIDCL:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
  - i "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - iv "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

Pir Ki Gali Tunnel Page 19 of 325

- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer."

# 12. Time period for the service

Time period envisaged for the study of the project is indicated at S. No. 3 of Data Sheet and Schedule for submission of reports and documents is given in Enclosure III of TOR. The final reports, drawings and documentation shall be completed within this time schedule.

## 13. Confirmation

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

Thanking you.

Yours sincerely, B. Shivprasad General Manager (Technical) NHIDCL, PTI Building, 2nd Floor, 4, Parliament Street, New Delhi-110001 e-mail: shivprasad.152p@gov.in

> kp.singh0161@nic.in Tel: 011-23461674

Encl. as above

Pir Ki Gali Tunnel Page 20 of 325

## Annex-1

## Details of the stretch proposed for DPR preparation

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafh Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.

Sr.	Section	Union Territory	Lengths
No.			(in km)
1	2	3	4
	Consultancy Services for Preparation of	Jammu & Kashmir	
	Detailed Project Report and providing Pre-		of Tunnel-8.5 Km
	Construction activities for Construction of		&
	Highway 8.5 Km. Tunnel and approaches at		Approaches
1	Pir Ki Gali Pass From Km.31.100 to		
	Km.49.300 on Mughal road connecting		
	shopian with Bafh Bafliaz in Poonch District		
	road in the Union Territory of Jammu &		
	Kashmir.		

Pir Ki Gali Tunnel Page 21 of 325

## **DATA SHEET**

(References to corresponding paragraphs of LOI are mentioned alongside)

- 1. The Name of the Assignment and description of project as mentioned in Annex-I. (Ref. Para 1.1)
- 2. Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafh Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.
- 3. **The name of the Client is**: National Highways & Infrastructure Development Corporation Ltd.,

3rd Floor, PTI Building, 4, Parliament Street,

New Delhi-110001

- **3. Duration of the Project** 08 months
- 4 Date, Time and Venue of Pre-Proposal

**Conference Date: 25.08.2021,** 

**Time: 1500 hrs** (Ref. Para 1.9)

5 The Documents are:

i) Appendix-I: Terms of Reference (TOR)
 ii) Appendix-II: Formats for Proof of Eligibility
 iii) Appendix-III: Formats for Technical Proposal
 iv) Appendix-IV: Formats for Financial Proposal
 v) Appendix –VI: Draft Contract Agreement \*

(Ref. Para 2.1)

## 6 Deleted

7

Tax and Insurance (Ref. Para 3.3.2)

- (i). The Consultants and their personnel shall pay all taxes including Goods and Services Tax, custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.
- (ii). Limitations of the Consultant's Liability towards the Client shall be as per Clause 3.4 of General and Special Conditions of Contract / Draft Contract Agreement.
- (iii) The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.

Pir Ki Gali Tunnel Page 22 of 325

# **8** Details of NHIDCL's Bank Account (Ref para 1.10.1 and 3.1.1):

Sr. No.	Particulars	Details		
1.	Name of Beneficiary	National Highways & Infrastructure		
		Development Corporation Limited		
2.	Beneficiary Bank Account No.	90621010002610		
3.	Beneficiary Bank Branch Name and	Syndicate Bank, Transport Bhawan,		
	Address	1 <sup>st</sup> Parliament Street, New Delhi-110001		
4.	Beneficiary Bank Branch IFSC	CNRB0019062		

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

Col. B.Shivprasad

**General Manager (Technical)** 

National Highway & Infrastructure Development Corporation Ltd.

3<sup>rd</sup> Floor, PTI Building, 4, Parliament Street,

New Delhi-110001, Ph. 011-23461674

e-mail: <a href="mailto:shivprasad.152p@gov.in">shivprasad.152p@gov.in</a></a><a href="mailto:kp.singh0161@nic.in">kp.singh0161@nic.in</a>

## 10 Address:

## Shri. B. Shivprasad, General Manager (Technical)

National Highway & Infrastructure Development Corporation Ltd. PTI Building, 2<sup>nd</sup> Floor, 4, Parliament Street, New Delhi-110001 Ph. 011-23461674

(Ref. Para 4.3)

- 11. Proposal Validity period (Number of days): 120 days (Ref. Para 4.4)
- 12 Evaluation criteria: (Ref. Para 3 & 5)
- 12.1 First stage evaluation eligibility requirement. (Ref. Para 3.1 & 5.1)

Pir Ki Gali Tunnel Page 23 of 325

**Table-1: Minimum Eligibility Requirements** 

(Indicative Length of tunnel 8.5 km)

S.No.	Minimum experience and performance of Preparation of	Annual average
	DPR of Road Tunnels/Highways in the last 10 years	turnover
	(NH/SH/Equivalent) (for past performance attach	
	undertaking for any litigation history/ and arbitration).	
	A Firm applying should have Experience of preparation of	Annual average
A.	Detailed Project Report for Road/Rail/Metro tunnels of	turnover for last 5
	aggregate length equal to the indicative length of the	years of the firm
	package.	should be equal to or
	Firm should have also prepared DPR for atleast one project	
	of Road/ Rail/Metro tunnel of minimum 40% of the	Crore.
	indicative length of the package or feasibility study of	
	Road/Rail/Metro tunnels of minimum 60% of the indicative	
	length of the package.	
	A Firm applying should have carried out the Directional	
	Coring for Geological/Geotechnical investigation and has	
В	prepared record of ground conditions and geological	
	information for a minimum horizontal length of 500M at a	
	depth of 200 M of more from ground surface	
	The Firm applying should have carried out Airborne	
	Electromagnetic Survey (AEM) (non-intrusive geophysical	
C	survey) to the depth of 300 M and have successfully	
	prepared interpretative engineering geological model using	
	the data so obtained for atleast one project of Road/	
	Rail/Metro tunnel of minimum 25% of the indicative length	
	of the package.	

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

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

Pir Ki Gali Tunnel Page 24 of 325

the applicant firm have prepared the DPR/FS projects as an associate, 25% weightage shall be given.

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

# 12.2 Second Stage Technical Evaluation (Refer 5.2)

S.No.	Description	Points
1	Firm's relevant experience in last 10 years	40
2	Material testing, survey & investigation, equipment and software proposed to be used	20
3	Qualification and relevant experience of the proposed key personnel	40
	Total	100

Further break-up of each criterion has been detailed out below:

# A. Firm's relevant experience in last 10 years

As tunnel projects require specialized capabilities and skill sets, the following is the breakup:

Sr No	Description	Maximum Points	Sub-Points
1	Specific experience of the DPR consultancy related to the assignment for eligibility	13	
1.1	Aggregate Length of DPR / Feasibility study of Road/Rail/Metro Tunnel projects	8	
1.1.1	More than the indicative Length of the package		6
1.1.2	More than 1.5 times the indicative length of the package		7
1.1.3	More than 2 times the indicative length of the package		8
1.2	DPR for Road/Rail/Metro Tunnel projects each equal to or more than 40 % of indicative tunnel length (or Feasibility Study each equal to or more than 60 % of indicative tunnel length)	7	
1.2.1	1 project		5
1.2.2	2 projects		6
1.2.3	3 projects or more		7
2	Specific experience of firms in terms of turnover	5	
2.1	Firm's Average Turnover of last 5 years >= 50		5

Pir Ki Gali Tunnel Page 25 of 325

	crore		
2.2	Firm Average Turnover of last 5 years $> = 20$		4.5
	crore but < 50 crore		4.3
2.3	Firm Average Turnover of last 5 years < 20		1
	crore		4
3	DPR for Road/Rail/Metro Tunnel projects in	10	
	Hills or at an elevation of more than 1000 m	10	
3.1	1 project		6
3.2	2 projects		8
3.3	3 or more projects		10
4	Carried out Airborne Electromagnetic Survey		
	(AEM) (non-intrusive geophysical survey) to		
	the depth of 300 M and have successfully		
	prepared interpretative engineering geological		
	model using the data so obtained		
	OR	10	
	Directional Coring for investigating preparing		
	record of ground conditions and geological		
	information for a minimum horizontal length of		
	500M at a depth of 200M of more from ground		
	surface		
	1 Tunnel/Project		6
	2 Tunnels/Project s		8
	3 Tunnels//Projects or more		10

# B. Material testing, survey and investigation, equipment and software proposed to be used:

S. No.	Description	Maximu m Points	Sub- Points
1	Availability of Material Testing Facilities with persons/resources having operational skills of the equipment		
1.1	Owned* (Available In House)		3.00
1.2	Outsourced (Hire basis/Through Associate)		2.25
regard t	* Shall be ascertained through the ownership evidence uploaded on INFRACOI regard to major equipments required for testing of materials to be used construction of Highway Project.		
2	Availability of Field Investigation Facilities with persons/resources having operational skills of the equipment		
2.1	Owned** (Available In House)		2.00

Pir Ki Gali Tunnel Page 26 of 325

2.2	Outsourced (Hire basis/Through Associate)			1.5
	** Shall be ascertained through ownership evidence uploaded on INFRACON for construction of Highway Project.			
	Availability of Office Equipment and Software with persons/resources having operational skills of the equipment	3		
3.1	Owned*** (Available In House)			3.00
3.2	Outsourced (Hire basis/Through Associate)			2.25
	all be ascertained through ownership evidence uploaded dware/software required for Highway consultancy assign			ACON for
	Experience in LiDAR or better technology for topographic survey (Infrastructure sector)	5		
4.1	1 project			1
4.2	2 projects			2
4.3	3 projects			3
4.4	4 projects			4
4.5	≥ 5 projects			5
1	Experience in using GPR and Induction Locator or better technologies for detection of sub-surface utilities (Infrastructure sector)	4		
5.1	1 project			1
5.2	2 projects			2
5.3	3 projects			3
5.4	≥ 4 projects			4
	Experience in digitization of cadastral maps for land surveys	3		
6.1	Area upto 100 ha			1
6.2	Area between 100-500 ha			2
6.3	Area > 500 ha			3

Pir Ki Gali Tunnel Page 27 of 325

Note: The experience of firm in Lidar or equivalent technology, GPR and Induction Locator or equivalent technologies and Experience in digitization of cadastral maps for land acquisition shall be supported by experience certificate. The experience of a firm in Lidar or equivalent technology, GPR and Induction Locator or equivalent technologies and Experience in Digitization of cadastral maps for land acquisition for a private concessionaire/contractor shall be considered only if the experience certificate is authenticated by the concerned competent Government department/authority. In case of overseas experience the weightage to be assigned to the certificate for experience in use of the equipment, a self-certificate followed by the client certificate may be accepted.

# C. Qualification and relevant experience of the proposed key personnel

The weightage for various key staff is as under:

S.No	Key personnel	Points
1	Team Leader cum Senior Tunnel Expert	12
2	Tunnel Design Expert	10
3	Senior Geotechnical Expert	10
4	Senior ventilation & fire Safety Expert	08
	Total	40

The number of points assigned during the evaluation of qualification and competence of key staff are as given:

S. No.	Description	Maximum Points	Sub- Points
1	General Qualification	25	
1.1	Essential education qualification		20
1.2	Desirable education qualification		5
2	Relevant experience and adequacy for the project	70	
2.1	Total professional experience		15
2.2	Experience in Highway/Bridge/Tunnel Projects		25
2.3	Experience in Similar Capacity		30
3	Employment with the Firm	5	

Pir Ki Gali Tunnel Page 28 of 325

3.1	Less than 1 Year	0
3.2	1 year	3
3.3	Add 0.5 marks for each subsequent year subject to maximum of 2 marks	

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

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

Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 7 days in case they have any objection.

# 12.4 Third stage – Evaluation of Financial proposal

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

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals in accordance with clause 1.3 and 5.4 hereof.

The Factors are:

The weight given to Technical Proposal (T) = 0..80

The weight given to Financial Proposal (f) = 0.20

13. The common currency is "Indian Rupee".

(Ref. Para 3.3.3)

## Both domestic Consultant as well as Foreign Consultants has to quote in Rupees.

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

Pir Ki Gali Tunnel Page 29 of 325

2021

# **APPENDIX I**

# **TERMS OF REFERENCE (TOR)**

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.

Pir Ki Gali Tunnel Page 30 of 325

# Terms of Reference for Consultancy Services (TOR)

### 1. General

- 1.1 The NHIDCL has been entrusted with the assignment of Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir. NHIDCL now invites proposal from Technical consultants for carrying out detailed project report as per details given in Annexure-1.
- 1.2 NHIDCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule. The consultancy firm will solely be responsible for submission of quality work in stipulated period.
- 1.3 Ministry has recently awarded works of consultancy services for construction of ROBs for replacing level crossings in various states. In case a level crossing exists in a project reach, consultant is required to co-ordinate with those consultants and finalize the alignment & configuration of road accordingly. However, if the same is not covered in the above assignment of DPR/feasibility study awarded by Ministry, the consultant under this assignment shall be responsible for preparing DPR for such level crossings.

## 2 Objective

- 2.1 The main objective of the consultancy service is to establish the technical, economical, and financial viability of the project and prepare detailed project reports for rehabilitation and upgrading of the existing road to 2-lane/2-lane with paved shoulder configuration.
- 2.2 The viability of the project shall be established taking into account the requirements with regard to rehabilitation, upgrading and improvement based on highway design, pavement design, provision of service roads wherever necessary, type of intersections, rehabilitation and widening of existing and/or construction of new bridges and structures, road safety features, quantities of various items of works and cost estimates and economic analysis within the given time frame.
- 2.3 The Detailed Project Report (DPR) would inter-alia include detailed highway design, design of pavement and overlay with options for flexible or rigid

  Page 31 of 325

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

- 2.4 The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation. The Consultant shall ensure to carry out Road Safety Audit at various stages as per supplement-III (Additional Requirement for Safety Audit) of TOR.
- 2.5 The consultant should, along with Feasibility Report, clearly bring out through financial analysis the preferred mode of implementation on which the Civil Works for the stretches are to be taken up. The consultant should also give cost estimates along with feasibility report/ detailed Project Report.
- 2.6 If at inception stage or feasibility stage, employer desires to terminate the contract, the contract will be terminated after payment up to that stage.

## 3. SCOPE OF SERVICES – TUNNEL

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

## 3.2 INFORMATION STUDY & CONCEPTUAL PLANNING

3.2.1 The first phase of an planning & investigation program for a road tunnel project starts with collection and review of available information to develop an overall understanding of the site conditions and constraints to identify existing conditions and features that may impact the design and construction of the proposed tunnel, and can guide in planning the scope and details of the subsurface investigation program. Published topographical, hydrological, geological, geotechnical, environmental, zoning, and other information must be collected, organized and evaluated. Historical seismic records, records of Avalanches &

Pir Ki Gali Tunnel Page 32 of 325

landslides caused by earthquakes, documented by SASE/DGRI and other Government Agencies be analyzed to avoid locating tunnel portals and shafts at these potentially unstable areas.

## 3.2.2 TOPOGRAPHICAL DATA

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

## 3.3 SITE RECONNAISSANCE AND SURVEYS

## 3.3.1 Site Reconnaissance and Preliminary Surveys

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

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

# 3.3.2 Geo-physical Investigations

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

Pir Ki Gali Tunnel Page 33 of 325

layers of investigated area, to determine the depth of bedrock, ground water table, rock mass cavities and caverns, etc.

# 3.4 ALIGNMENT FINALISATION, GEOMETRIC REQUIREMENTS AND CONSTRUCTIBILTY

# 3.4.1 Finalisation of Alignment and Portal Locations

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

# 3.4.2 Topographic Surveys

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

Topographical survey and mapping, structural and stratographical maps, preparation of cross sections. (Quantum of Survey shall be as per relevant Indian standard (IS Code) or international Code(s) for Highway Tunnels)

Ground marking of alignment and report on tentative tunnel alignment, section, grade, portal positions and finding altitude and grid reference of the portal

# 3.4.3 Geometric Design and Constructability Cross Section

- **3.4.3.1** A road tunnel cross section must be able to accommodate the horizontal and vertical traffic clearances, as well as the other required elements. The typical cross section elements include:
- Travel lanes
- Shoulders
- · Sidewalks/Curbs
- Tunnel drainage
- Tunnel ventilation
- Tunnel lighting
- Tunnel utilities and power
- Water supply pipes for fire-fighting

Pir Ki Gali Tunnel Page 34 of 325

- Cabinets for hose reels and fire extinguishers
- Signals and signs above roadway lanes
- CCTV surveillance cameras
- Emergency telephones
- Communication antennae/equipment
- Monitoring equipment of noxious emissions and visibility
- Fire & Life Safety Provisions
- Emergency egress illuminated signs at low level
- Additional elements may also be needed under certain design requirements and should be taken into consideration when developing the tunnel geometrical configuration.

## 3.4.3.2 HORIZONTAL AND VERTICAL ALIGNMENTS

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

### 3.4.3.3 MAXIMUM GRADES

Road tunnel grades should be evaluated on the basis of driver comfort while striving to reach a point of economic balance between construction costs and operating and maintenance expenses. Maximum effective grades in main roadway tunnels preferably should not exceed 3% as per IRC SP-91.

## 3.4.3.4 HORIZONTAL AND VERTICAL CURVES

Horizontal and vertical curves shall satisfy IRC's geometrical requirements. The horizontal alignment for a road tunnel should be as short as practical and maintain as much of the tunnel length on tangent as possible, which will limit the numbers of curves, minimize the length and improve operating efficiency. When horizontal curves are needed, the minimum acceptable horizontal radii should consider traffic speed, sight distances, and the super-elevation provided.

# 3.4.3.5 SIGHT AND BRAKING DISTANCE REQUIREMENTS

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

## 3.4.3.6 TUNNEL CONFIGURATION

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

# 3.4.3.7 TRAVEL CLEARANCE PROFILE (TCP)

Clearance profile of all potential vehicles traversing the tunnel shall be established using dynamic vehicle envelopes which consider not just the maximum allowable static envelope, but

Page 35 of 325

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

## 3.5 SUB-SURFACE INVESTIGATION

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

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

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

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

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

## Notes:

1. Core recovery in bed rock portions shall not be less than 80% for hard rock in general. However the percentage of core-recovery may vary with the type of rock

Pir Ki Gali Tunnel Page 36 of 325

encountered for which the minimum percent recovery will be guided by relevant code provisions. Drilling activity to includes the followings:-

- a) Boring holes and carrying out all relevant tests for ascertaining rock properties. This includes geological logging, electrical logging, geothermal logging and Geohydrological logging of bore holes.
- b) Determination of in situ stress field by over coring methods or any other techniques available such as hydro-fracture technique.
- c) Water percolation tests are to be conducted in the hole at ground level, at every six metre depth intervals, at proposed tunnel grade level and at the junction of different lithological strata at three different pressures as per relevant IS Codes.
- d) Any deviation of holes from verticality is to be actually measured accurately and reflected.
- 2 (a) Bore hole locations, their depths, dimensions, choice of field tests and their interval, choice of drilling equipment, establishing the correct procedure for drilling, sampling and field tests including any additional holes are to be suitably finalised with approval of department.
- 2 (b) The report is to bring out clearly the technical and other problems that may be encountered during the construction and maintenance of the tunnel and also clear recommendations regarding the feasibility of the tunnel in the prevailing conditions. Final portal locations, tunnel sections and geometrics to be defined in this report.
- 2 (c) Preliminary indications of cost of the tunnel project and the time involved for the construction to be indicated. In short, report should be self explanatory to enable the department to take a decision regarding feasibility of the tunnel, expertise available within the country for construction and preliminary costs for purposes of getting Administrative Approval for the works. This report should also bring out other detailed studies involved at pre-construction stage, construction stage and post construction stage.

#### 3.5.1 VERTICAL AND INCLINED TEST BORINGS

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

Pir Ki Gali Tunnel Page 37 of 325

Drilling four(4) Inclined holes (core drilling)at an angle of 30 degrees (Approx) with vertical, one at 50 mtr distance & another at 100 mtr distance from each portal sites measured along the proposed Tunnel alignment or as required, down to the tunnel grade as specified in IRC:SP:91 which may involve diamond drilling using NX-Bits to the extent of 400 meters for an individual hole. The inclined drill holes must intersect the proposed tunnels cross section at tunnel grade level (IRC:SP:91). Additional holes if required in this area shall be under taken. BX- Bits, if unavoidable, will be resorted to only with prior approval of the NHIDCL.

#### 3.5.2 Deleted.

#### 3.5.3 SAMPLING - ROCK CORE

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

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

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

## 3.5.4 BOREHOLE SEALING

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

#### 3.5.5 TEST PITS

Pir Ki Gali Tunnel Page 38 of 325

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

#### 3.5.6 SOIL AND ROCK IDENTIFICATION AND CLASSIFICATION

#### 3.5.6.1 SOIL IDENTIFICATION AND CLASSIFICATION

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

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

- Groundwater levels (general and perched levels), ground permeability (loss of drilling fluid; rise or drop in borehole water level; etc.), and artesian conditions
- Consistency and strength of cohesive soils
- Composition, gradation and density of cohesionless soils
- Presence of lenses and layers of higher permeability soils
- Presence of gravel, cobbles and boulders, and potential for nested boulders
- Maximum cobble/boulder size from coring and/or large diameter borings (and also based on understanding of local geology), and the unconfined compressive strength of cobbles/boulders (from field index tests and laboratory testing of recovered samples)
- Presence of cemented soils
- Presence of contaminated soil or groundwater.

#### 3.5.6.2 ROCK IDENTIFICATION AND CLASSIFICATION

In rock, rock mass characteristics and discontinuities typically have a much greater influence on ground behaviour during tunnelling and on tunnel loading than the intact rock properties. Therefore, rock classification needs to be focused on rock mass characteristics, as well as its origin and intact properties for typical highway foundation application. Special

Pir Ki Gali Tunnel Page 39 of 325

intact properties are important for tunnelling application particularly for selecting rock cutters for tunnel boring machines and other types of rock excavators, and to predict cutter wear. Typical items included in describing general rock lithology include:

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

Rock discontinuity descriptions to be noted in rock classification include:

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

Other information typically noted during subsurface rock investigations include:

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

Method of describing discontinuities of rock masses is in accordance with International Society of Rock Mechanics (ISRM)'s "Suggested Method of Quantitative Description of Discontinuities of Rock Masses" (ISRM 1981). Index properties obtained from inspection of the recovered rock core include core recovery (i.e., the recovered core length expressed as a percentage of the total core run length), and Rock Quality Designation or RQD (the combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a percentage of the total core run length). Often, materials encountered during subsurface investigations represent a transitional (intermediate) material formed by the in place weathering of rock. Such conditions may sometimes present a complex condition with no clear boundaries between the different materials encountered. Tunnelling through the intermediate geomaterial (IGM), in some cases referred as mixed-face condition, can be extremely difficult especially when groundwater is present. In the areas where tunnel alignment must cross this transition zone, the subsurface investigation is

Pir Ki Gali Tunnel Page 40 of 325

conducted much as for rock, and when possible cores are retrieved and classified, and representative intact pieces of rock should be tested.

#### 3.5.6.3 PRESERVATION OF CORES SAMPLES

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

## 3.5.6.4 GEOTECHNICAL REPORTS

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

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

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

# 3.5.6.5 GEOTECHNICAL BASELINE REPORT (GBR)

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

#### 3.6 ENVIRONMENTAL ISSUES

Although tunnels are generally considered environmentally-friendly structures, certain short-term environmental impacts during construction are unavoidable. Long-term impacts

Pir Ki Gali Tunnel Page 41 of 325

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

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

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

#### 3.7 SEISMICITY

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

Pir Ki Gali Tunnel Page 42 of 325

ground during earthquakes.

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

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

3.8 Submission of reports covering all above information including preliminary indication of cost for the Project and recommendation for further detailed studies

Framing and submission of report covering all the following aspects:-

- (a) Preparation of preliminary design and schedule of quantities
- b) Study and analysis of working faces, tunnelling method, cost analysis and types of equipments for various operations such as drilling, blasting, mucking, haulage and disposal of muck, fire-fighting, extrication of poisonous gases, ventilation, lighting, side cover, power and water supply systems etc. Possibilities of using TBM are to be evaluated with specific limitations
- c) Engineering studies pertaining to leakage, de-watering, grouting, blasting, ground acceleration due to blasting, tunnel closures supports system etc.
- (d) Tentative constructions schedule including critical path analysis
- (e) Listing of various codes of practice both Indian and Foreign applicable

# 4 Scope of Services- Roadwork and Structures (Including portion of existing road)

## 4.1 Primary Tasks

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

- i. Review of all available reports and published information about the project road and the project influence area;
- ii. Detailed reconnaissance;
- iii. identification of possible improvements in the existing alignment and bypassing

Pir Ki Gali Tunnel Page 43 of 325

- congested locations with alternatives, evaluation of different alternatives comparison on techno-economic and other considerations and recommendations regarding most appropriate option;
- iv. traffic studies including traffic surveys and Axle load survey and demand forecasting for next thirty years;
- v. Inventory and condition surveys for road;
- vi. Inventory and condition surveys for bridges, cross-drainage structures, other Structures, river Bank training/Protection works and drainage provisions;
- vii. Detailed topographic survey using conventional high precision instruments i.e. total stations or equivalent technology
- viii. Pavement investigations;
- ix. Sub-grade characteristics and strength: investigation of required sub-grade and sub-soil characteristics and strength for road and embankment design and sub soil investigation;
  - Detailed design of road, its x-sections, horizontal and vertical alignment and design of embankment of height more than 6m and also in poor soil conditions and where density consideration require, even lesser height embankment. Detailed design of structures preparation of GAD and construction drawings and cross-drainage structures and underpasses etc.
- x. Identification of the type and the design of intersections;
- xi. Design of complete drainage system and disposal point for storm water
- **4.2** The local and slow traffic may need segregation from the main traffic and provision of service roads and physical barrier including fencing may be considered, wherever necessary to improve efficiency and safety.

## 4.3 Engineering Surveys and Investigations

#### 4.3.1. Reconnaissance and Alignment

- 1. The Consultants should make an in-depth study of the available land width(ROW) topographic maps, satellite imageries and aerial photographs of the project area, geological maps, catchment area maps, contour plans, flood flow data and seismological data and other available relevant information collected by them concerning the existing alignment. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition.
- 2. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include;

Pir Ki Gali Tunnel Page 44 of 325

- *i.* topographical features of the area;
- ii. typical physical features along the new/existing alignment within and outside ROW i.e. land use Pattern;
- iii. possible alignment alternatives, vis-a-vis, scheme for the construction of additional lanes parallel to the existing road;
- iv. realignment requirements including the provision of bypasses, ROBs / Flyovers and via-duct for pedestrian crossings with possible alignment alternatives;
- v. preliminary identification of improvement requirements including treatments and measures needed for the cross-roads;
- vi. traffic pattern and preliminary identification of traffic homogenous links;
- vii. sections through congested areas;
- viii. inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections(type, cross-road category, location) urban areas (location, extent), geologically sensitive areas, environmental features:
- ix. critical areas requiring detailed investigations; and,
- x. Requirements for carrying out supplementary investigations.
- xi. soil (textural classifications) and drainage conditions
- xii. Type and extent of existing utility services along the alignment (with in ROW).
- xiii. Typical physical features along the approach roads
- xiv. Possible bridge locations, land acquisition problems, nature of crossings, likely length of approaches and bridge, firmness of banks, suitability of alignment of approach roads to the proposed tunnels.
- 3. The data derived from the reconnaissance surveys are normally utilized for planning and programming the detailed surveys and investigations. All field studies including the traffic surveys should be taken up on the basis of information derived from the reconnaissance surveys.
- 4. The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
- 5. The data obtained from the reconnaissance surveys should be compiled in the tabular as well as graphical (chart) form indicating the major physical features and the proposed widening scheme for NHIDCL comments. The data and the charts should also accompany the rationale for the selection of traffic survey stations.

Pir Ki Gali Tunnel Page 45 of 325

## 4.3.2 Topographic Surveys

- 1. The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.
- 2. The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. Technologies which can meet the following accuracy levels shall be adopted. For land based surveys (a) Fundamental horizontal accuracy of 2 cm or better (b) Fundamental vertical accuracy of 2 cm or better (c) More than 50 points shall be measured per sq. m and for airborne based surveys (a) Fundamental horizontal accuracy of 5 cm or better (b) Fundamental vertical accuracy of 5 cm or better (c) More than 10 points shall be measured per sq. m. To establish accuracy, a check point survey using DGPS (for horizontal accuracy) and Auto Level (for vertical accuracy) shall be carried out to establish the fundamental horizontal and vertical accuracy. A minimum of 25 check points, or check points once every 4 km should be established, and these should be strictly different from any georeferencing or control network points.
- 3. The following are the set of deliverables which should be submitted after completion of survey: (a) Raw DGPS data for the entire highway length and adjoining areas of interest (b) Point cloud data/ Data of points captured for the entire highway length and adjoining areas of interest (c) Topographic map of scale 1:1000 of the entire highway length and adjoining areas of interest (d) Contour map of 50 cm of entire highway length and adjoining areas of interest (e) Cross section of the highway at every 1 m in \*.dwg format.
- 4. For land based surveys, Mobile LiDAR (Light Detection and Ranging) or equivalent technology that can meet above requirements shall be adopted. For airborne based surveys, Aerial Mobile LiDAR (Light Detection and Ranging) or equivalent technology that can meet above requirements shall be adopted. In shadow areas such as invert levels below culverts, where LiDAR or equivalent technologies cannot survey accurately, traditional methods of Total Station/ Auto Level shall be used to complete the study.
- 5. In case of mobile LiDAR or equivalent technology, 360 degree panoramic images of the entire highway length and adjoining areas of interest shall be submitted. In case of aerial LiDAR or equivalent technology, ortho-images of the entire highway length and adjoining areas of interest shall be submitted.
- 6. The detailed field surveys would essentially include the following activities:
  - i. Topographic Surveys along the Existing Right of Way (ROW): Carrying out topographic survey using LiDAR or equivalent technology along the existing road and realignments, wherever required and properly referencing the

Pir Ki Gali Tunnel Page 46 of 325

- same with reference pillars fixed on either side of the centre-line at safe places within the ROW
- ii. The detailed field surveys would essentially include the topographic surveys along the proposed location of bridge and alignment of approach road.
- iii. The detailed topographic surveys should be carried out along the approach roads alignment and location of bridge approved by NHIDCL
- iv. Collection/ Extraction of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greater than 0.3metre) oil and gas lines etc. falling within the extent of survey.

## 7. The width of survey corridor will generally be as given under:

- i. The width of the survey corridor should take into account the layout of the existing alignment including the extent of embankment and cut slopes and the general ground profile. While carrying out the field surveys, the widening scheme (i.e. right, left or symmetrical to the centre line of the existing carriageway) should be taken into consideration so that the topographic surveys cover sufficient width beyond the centre line of the proposed divided carriageway. Normally the surveys should extend a minimum of 30 m beyond either side of the centre line of the proposed divided carriageway or land boundary whichever is more
- ii. In case the reconnaissance survey reveals the need for bypassing the congested locations, the traverse lines would be run along the possible alignments in order to identify and select the most suitable alignment for the bypass. The detailed topographic surveys should be carried out along the bypass alignment approved by NHIDCL. At locations where grade separated intersections could be the obvious choice, the survey area will be suitably increased. Field notes of the survey should be maintained which would also provide information about traffic, soil, drainage etc.
- iii. The width of the surveyed corridor will be widened appropriately where developments and / or encroachments have resulted in a requirement for adjustment in the alignment, or where it is felt that the existing alignment can be improved upon through minor adjustments.
- iv Where existing roads cross the alignments, the survey will extend a minimum of 100 m either side of the road centre line and will be of sufficient width to allow improvements, including at grade intersection to be designed.

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

i. Reference Pillar and Bench Mark / Reference pillar of size 15 cm X 15 cm X 45cm shall be cast in RCC of grade M 15 with a nail fixed in the centre of the Pir Ki Gali Tunnel Page 47 of 325

top surface. The reference pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The spacing shall be 250m apart, in case Bench Mark Pillar coincides with Reference Pillar, only one of the two need be provided.

- ii. Establishing Bench marks at site connected to GTS Bench marks at a interval of 250 metres on Bench mark pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint.
- iii. **Boundary Pillars-** Wherever there is a proposal of realignment of the existing Highway and/or construction of New Bypasses, Consultant shall fix boundary pillars along the proposed alignment on the extreme boundary on either side of the project Highway at 50 m interval.

# 4.3.2.1 Longitudinal and Cross-Sections

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

- i. Longitudinal section levels along final centre line at every 1 m interval, at the locations of curve points, small streams, and intersections and at the locations of change in elevation.
- ii. Cross sections at every 1 m interval in full extent of survey covering sufficient number of spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves.
- iii. Longitudinal section for cross roads for length adequate for design and quantity estimation purposes.
- iv. Longitudinal and cross sections for major and minor streams shall cover Cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level upto top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel showing site of bridge etc. These shall be as per recommendations contained in IRC Special Publication No. 13 (Guidelines for the Design of Small Bridges and Culverts) and provisions of IRC:5 ("Standard Specifications & Code of Practice for Road Bridges, Section 1 General Features of Design").

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

#### 4.3.2.2 Details of utility Services and Other Physical Features

1. The Consultants shall collect details of all important physical features along

Pir Ki Gali Tunnel

Page 48 of 325

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

- 2. Consultant shall also map out sub-surface utilities. The following criteria shall be met by the process of sub-surface utility mapping: (a) Coverage and mapping of all sub-surface utilities within project RoW, especially those under additional carriageway width (b) Accurate mapping and resolution of all sub-surface utilities up to a depth of 4 m (c) Differentiation between sub-surface utilities such as live electric cables, metallic utilities and other utilities (d) Sub-surface utilities radargrams further processed into utility maps in formats such as PDF, JPEG and AutoCAD. To meet the accuracy levels, consultant shall use Ground Penetrating Radar, Induction Locator or equivalent technologies.
- 3. The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with L.A schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

## 4.3.3 Road and Pavement Investigations (if applicable)

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

#### 4.3.3.1 Road Inventory Surveys,

- 1. Detailed road inventory surveys shall be carried out to collect details of all existing road and pavement features along the existing road sections. The inventory data shall include but not limited to the following:
  - *i. Terrain (flat, rolling, mountainous);*
  - ii. Land-use (agricultural, commercial, forest, residential etc ) @ every kilometer;

Pir Ki Gali Tunnel Page 49 of 325

- iii. Carriageway width, surfacing type @ every 500m and every change of feature whichever is earlier;
- iv. Shoulder surfacing type and width @ every 500m and every change of feature whichever is earlier;
- v. Sub-grade / local soil type (textural classification) @ every 500m and every change of feature whichever is earlier;
- vi. Horizontal curve; vertical curve
- vii. Road intersection type and details, at every occurrence;
- viii. Retaining structures and details, at every occurrence;
- ix. Location of water bodies (lakes and reservoirs), at every occurrence;
- x. Height of embankment or depth of cut @ every 200m and every change of feature whichever is earlier.
- xi. Land width i.e. ROW
- xii. Culverts, bridges and other structures (type, size, span arrangement and location)
- xiii. Roadside arboriculture
- xiv. Existing utility services on either side within ROW.
- xv. General drainage conditions
- xvi. Design speed of existing road
- 2. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored in computer files using simple utility packages, such as EXCEL.

## 4.3.3.2 Pavement Investigation

# 1. Pavement Composition

- i. The data concerning the pavement composition may be already available with the PWD. However, the consultants shall make trial pits to ascertain the pavement composition. The test pit interval will be as per Para 4 below.
- ii. For each test pit, the following information shall be recorded:
  - test pit reference (Identification number, location):
  - pavement composition (material type and thickness); and
  - subgrade type (textural classification) and condition (dry, wet)

# 2. Road and Pavement Condition Surveys

i. Detailed field studies shall be carried out to collect road and
Pir Ki Gali Tunnel Page 50 of 325

pavement surface conditions. The data should generally cover:

- pavement condition (surface distress type and extent);
- shoulder condition;
- embankment condition; and drainage condition

#### **Pavement Condition**

- cracking (narrow and wide cracking), % of pavement area affected;
- raveling, % of pavement area affected;
- potholing, % of pavement area affected;
- *edge break, length (m); and,*
- rut depth, mm

#### **Shoulder Condition**

- Paved: Same as for pavement
- Unpaved: material loss, rut depth and corrugation,
- Edge drop, mm.

#### **Embankment Condition**

- *General condition; and*
- extent of slope erosion
- ii. The objective of the road and pavement condition surveys shall be to identify defects and sections with similar characteristics. All defects shall be systematically referenced, recorded and quantified for the purpose of determining the mode of rehabilitation.
- iii. The pavement condition surveys shall be carried out using visual means. Supplemented by actual measurements and in accordance with the widely accepted methodology (AASHTO, IRC, OECD, TRL and World Bank Publications) adapted to meet the study requirements. The measurement of rut depth would be made using standard straight edges.
- iv. The shoulder and embankment conditions shall be evaluated by visual means and the existence of distress modes (cuts, erosion marks, failure, drops) and extent (none, moderate, frequent and very frequent) of such distress manifestations would be recorded.
- v. For sections with severe distresses, additional investigations as appropriate shall be carried out to determine the cause of such distresses.
- vi. Middle 200m could be considered as representative sample for each one km. of road and incase all other things are considered similar.

Pir Ki Gali Tunnel Page 51 of 325

## **Drainage Condition**

- General condition
- Connectivity of drainage turnouts into the natural topography
- Condition in cut sections
- Condition at high embankments

The data obtained from the condition surveys should be analysed and the road segments of more or less equal performance may be identified using the criteria given in IRC: 81-1997.

# 3. Pavement Roughness

- i. The roughness surveys shall be carried out using Bump Integrator or similar instrument. The methodology for the surveys shall be as per the widely used standard practices. The calibration of the instrument shall be done as per the procedure given in the World Bank's Technical Publications and duly got authenticated by established laboratory/institution acceptable to the client
- ii. The surveys shall be carried out along the outer wheel paths. The surveys shall cover a minimum of two runs along the wheel paths for each directions.
- iii. The results of the survey shall be expressed in terms of BI and IRI and shall be presented in tabular and graphical forms. The processed data shall be analysed using the cumulative difference approach to identify road segments homogenous with respect to surface roughness.

# 4. Pavement Structural Strength

- i. The Consultants shall carry out structural strength surveys for existing pavements using Benkelman Beam Deflection technique in accordance with the CGRA procedure given in IRC:81-1997 ("Guidelines for Strengthening of Flexible Road Pavements Using Benkelman Beam Deflection Technique").
- ii. It is suggested that the deflection surveys may be carried out as per the scheme given below:
  - mainline testing; and,
  - control section

testing.

Pir Ki Gali Tunnel Page 52 of 325

- iii. The deflection tests for the mainline shall be carried out at every 500 m along the road sections covered under the study. The control section testing shall involve carrying out deflection testing for each 100 m long homogenous road segment along the road sections. The selection of homogenous segment shall be based on the data derived from pavement condition surveys. The total length of such homogenous segments shall not be less than 100 m per kilometre. The deflection measurements for the control section testing should be at an interval of not more than 10 m.
- iv. Test pits shall be dug at every 500 m and also along each homogeneous road segment to obtain pavement composition details (pavement course, material type and thickness) so as to be able to study if a correlation exists between deflection and composition. If so, the relationship may be used while working out the overlay thickness for the existing pavement.
- v. Benkelman Beam Deflection surveys may not be carried out for severely distressed sections of the road warranting reconstruction. The Consultants, immediately upon the award of the contract, shall submit to NHIDCL the scheme describing the testing schedule including the interval. The testing scheme shall be supported by data from detailed reconnaissance surveys.
- vi. In case, the Consultants wish to use any acceptable method(s) other than Benkelman Beam deflection technique for the evaluation of pavement strength, viz. Falling weight deflectometer method etc. details of such methods or innovative features for deflection testing using Benkelman Beam technique along with the methodology for data analysis, interpretation and the use of such data for pavement overlay design purposes using IRC or any other widely used practices, such as AASHTO guidelines, should be got approved by NHIDCL. The sources of such methods should be properly referenced.

## 4.3.3.3 Subgrade Characteristics and Strength

- 1. Based on the data derived from condition (surface condition, roughness) and structural strength surveys, the project road section should be divided into segments homogenous with respect to pavement condition and strength. The delineation of segments homogenous with respect to roughness and strength should be done using the cumulative difference approach (AASHTO, 1993).
- 2. The data on soil classification and mechanical characteristics for soils along the existing alignments may already be available with the PWD. The testing

Pir Ki Gali Tunnel Page 53 of 325

scheme is, therefore, proposed as given under:

- i. For the widening (2/- Laning) of existing road within the ROW, the Consultants shall test at least three sub-grade soil samples for each homogenous road segment or three samples for each soil type encountered, whichever is more.
- ii. For the roads along new alignments, the test pits for sub grade soil shall be @5km or for each soil type, whichever is more. A minimum of three samples should be tested corresponding to each homogenous segment.
- 3. The testing for subgrade soil shall include:
  - *i. in-situ density and moisture content at each test pit*
  - ii. Field CBR using DCP at each test pit
  - iii. Characterization (grain size and Atterberg limits) at each test pit and,
  - iv. Laboratory moisture-density characteristics (modified AASHTO compaction);
  - v. Laboratory CBR (unsoaked and 4-day soak compacted at three energy levels) and swell.
- 4. For problematic soils, the testing shall be more rigorous. The characteristics with regard to permeability and consolidation shall also be determined for these soils. The frequency of sampling and testing of these soils shall be finalized in consultation with the NHIDCL's officers after the problematic soil types are identified along the road sections.
- 5. The laboratory for testing of material should be got approved from NHIDCL before start of work.

#### 4.3.4 Investigations for Bridges and Structure (if applicable)

## 4.3.4.1 Inventory of Bridges, Culverts and Structures

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

## 4.3.4.2 Hydraulic and Hydrological Investigations

1. The hydrological and hydraulic studies shall be carried out in accordance with IRC Special Publication No. 13 ("Guidelines for the Design of Small

Pir Ki Gali Tunnel Page **54** of **325** 

Bridges and Culverts") and IRC:5 ("Standard Specifications & Code of Practice for Road Bridges, Section I General Feature of Design"). These investigations shall be carried out for all existing drainage structures along the road sections under the study.

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

#### 4.3.4.3 Condition Surveys for Bridges, Culverts and Structures

1. The Consultants shall thoroughly inspect the existing structures and shall Pir Ki Gali Tunnel Page 55 of 325 prepare a report about their condition including all the parameters given in the Inspection pro-forma of IRC-SP; 35. The condition and structural assessment survey of the bridges / culverts / structures shall be carried out by senior experts of the Consultants.

- 2. For the bridges identified to be in a distressed condition based upon the visual condition survey, supplementary testing shall be carried out as per IRC-SP:35 and IRC-SP:40. Selection of tests may be made based on the specific requirement of the structure.
- 3. The assessment of the load carrying capacity or rating of existing bridges shall be carried out under one or more of the following scenarios:
  - i. when the design live load is less than that of the statutory commercial vehicle plying or likely to ply on bridge;
  - ii. if during the condition assessment survey and supplementary testing the bridge is found to indicate distress of serious nature leading to doubt about structural and / or functional adequacy, and
  - iii. Design live load is not known nor are the records and drawings available
- 4. The evaluation of the load carrying capacity of the bridge shall be carried out as per IRC-SP:37 ("Guidelines for Evaluation of Load Carrying Capacity of Bridges"). The analytical and correlation method shall be used for the evaluation of the load carrying capacity as far as possible. When it is not possible to determine the load carrying capacity of the bridge using analytical and correlation method, the same shall be carried out using load testing. The consultant has to exhaust all other methods of evaluation of strength of bridges before recommending taking up load testing of bridges. Road closure for testing if unavoidable shall be arranged by NHIDCL for limited duration say 12 hours or so.
- 5. Consultant shall carryout necessary surveys and investigations to establish the remaining service life of each retainable bridge or structure with and without the proposed strengthening and rehabilitation according to acceptable international practice in this regard.

#### 4.3.4.4 Geo-technical Investigations and Sub-Soil Exploration

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

Pir Ki Gali Tunnel Page 56 of 325

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

- 2. The deviation(s), if any, by the Consultants from the scheme presented above should be approved by NHIDCL.
- 3. However, where a study of geo-technical reports and information available from adjacent crossings over the same waterway (existing highway and railway bridges) indicates that subsurface variability is such that boring at the suggested spacing will be insufficient to adequately define the conditions for design purposes, the Consultants shall review and finalise the bore hole locations in consultation with NHIDCL's officers.
- 4. Geotechnical Investigations and Sub soil Explorations shall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc. Geotechnical investigation and Sub-soil Exploration will be done as per IRC 78.
- 5. The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and submitted to NHIDCL for approval. These may be finalised in consultation with NHIDCL.
- 6. The sub-soil exploration and testing should be carried out either through the Geotechnical Consultants empanelled by MORT&H or approved by NHIDCL.. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
- 7. For the approach road pavement, bore holes at each major change in pavement condition or in deflection readings or at 2 km intervals whichever is less shall be carried out to a depth of at least 2 m below embankment base or to rock level and are to be fully logged. Appropriate tests to be carried out on samples collected from these bore holes to determine the suitability of various materials for use in widening of embankments or in parts of new pavement structure.

# 4.4 Detailed Design of Road and Pavements, Bridges, Structures

## 4.4.1 General

Pir Ki Gali Tunnel Page 57 of 325

- 1. The Consultants are to carryout detailed designs and prepare working drawings for the following:
  - i. High speed highway with divided carriageway configuration complete in all respects with service roads at appropriate locations;
  - ii. Design of pavement for the additional lanes and overlay for the existing road, paved shoulders, medians, verges;
  - iii. Bridges, viaduct/subways and other grade separated structures including ROBs/RUBs etc.
  - iv. At-grade and grade-separated intersections, interchanges (if required);
  - v. ROB for railway crossings as per the requirement and the standards of the Indian Railways; and,
  - vi. Prepare alignment plans, longitudinal sections and cross-sections @ 50mintervals;
  - vii. Designs for road furniture and road safety/traffic control features;
  - viii. Designs and drawings for service road/under passes/overpass / cattle passes tree planting/fencing at locations where necessary / required
  - ix. Toll plazas and office-cum-residential complex for PIU (one for each civil contract package)
  - *x.* Short bypasses at congested locations
  - xi. Drainage design showing location of turnouts, out falling structures, separate drawings sheet for each 5 km. stretch.
  - xii. Bridges and structures rehabilitation plan with design and drawings
  - xiii. Traffic amenities (Parking Areas, Weighing Station and Rest Areas, etc.).
  - xiv. Design of pavement for approach road
  - xv. Design of river bank protection / training works. Innovative type of structures with minimum joints, aesthetically, pleasing and appropriate to the topography of the region shall be designed wherever feasible.

#### 4.4.2 Design Standards

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

## 4.4.3 Geometric Design

- 3. The design of geometric elements shall, therefore, take into account the essential requirements of such facilities.
- 4. Based on the data collected from reconnaissance and topographic surveys, the sections with geometric deficiencies, if any, should be identified and Pir Ki Gali Tunnel

  Page 58 of 325

suitable measures for improvement should be suggested for implementation.

- 5. The data on accident statistics should be compiled and reported showing accident type and frequency so that black spots are identified along the project road section. The possible causes (such as poor geometric features, pavement condition etc.) of accidents should be investigated into and suitable cost-effective remedial measures suggested for implementation.
- 6. The detailed design for geometric elements shall cover, but not be limited to the following major aspects:
  - i. horizontal alignment;
  - ii. longitudinal profile;
  - iii. cross-sectional elements, including refuge lane (50m) at every 2kms.
  - iv. junctions, intersections and interchanges;
  - v. bypasses; and,
  - vi. service roads as and when require i.e built up area..
- 5. The alignment design shall be verified for available sight distances as per the standard norms. The provision of appropriate markings and signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirements as per the standard norms.
- 6. The consultants shall make detailed analysis of traffic flow and level of service for the existing road and workout the traffic flow capacity for the improved project road. The analysis should clearly establish the widening requirements with respect to the different horizon periods taking into account special problems such as road segments with isolated steep gradients.
- 7. In the case of closely spaced cross roads the Consultant shall examine different options such as, providing grade separated structure for some of them with a view to reduce number of at-grade crossings, services roads connecting the cross-roads and closing access from some of the intersections and prepare and furnish appropriate proposals for this purpose keeping in view the cost of improvement, impact on traffic movement and accessibility to cross roads. The detailed drawings and cost estimate should include the provisions for realignments of the existing cross roads to allow such arrangements.
- 8. The Consultant shall also prepare design of grade separated pedestrian crossings (viaducts) for large cross traffic of pedestrians and / or animals.
- 9. The Consultant shall also prepare details for at-grade junctions, which may be adopted as alternative to the grade separated structures. The geometric design of interchanges shall take into account the site conditions, turning

Pir Ki Gali Tunnel Page 59 of 325

- movement characteristics, level of service, overall economy and operational safety.
- 10. The Consultants shall prepare design and other details in respect of the parallel service roads in urbanized locations and other locations to cater to the local traffic, their effect of the viability of the project on commercial basis if service roads are constructed as part of the project and the implications of not providing the service roads.
- 11. The consultant shall prepare complete road and pavement design including drainage for new bypass option identified around congested town en-route.

## 4.4.4. Pavement Design

- 1. The detailed design of pavement shall involve:
  - i. strengthening of existing road pavement and design of the new pavement if any, if the findings of the traffic studies and life-cycle costing analysis confirm the requirement for widening of the road beyond 2lane undivided carriageway standard;
  - ii. pavement design for bypasses; and,
  - iii. design of shoulders.
- 2. The design of pavement shall primarily be based on IRC publications.
- 3. The design of pavement shall be rigorous and shall make use of the latest Indian and International practices. The design alternatives shall include both rigid and flexible design options. The most appropriate design, option shall be established on life-cycle costing and techno-economic consideration.
- 4. For the design of pavement, each set of design input shall be decided on the basis of rigorous testing and evaluation of its suitability and relevance in respect of in-service performance of the pavement. The design methodology shall accompany the design proposals and shall clearly bring out the basic assumptions, values of the various design inputs, rationale behind the selection of the design inputs and the criteria for checking and control during the implementation of works. In other words, the design of pavement structure should take due account of the type, characteristics of materials used in the respective courses, variability of their properties and also the reliability of traffic predictions. Furthermore, the methodology adopted for the design of pavement shall be complete with flowcharts indicating the various steps in the design process, their interaction with one another and the input parameter required at each step.
- 5. For the design of overlays for the existing 2-lane pavement, the strengthening requirement shall duly take into account the strength of the existing pavement vis-à-vis the remaining life. The overlay thickness requirements shall be worked out for each

Pir Ki Gali Tunnel Page **60** of **325** 

road segment homogenous with respect to condition, strength and sub-grade characteristics. The rehabilitation provisions should also include the provision of regulating layer. For existing pavement with acceptable levels of cracking, provision of a crack inhibiting layer should also be included.

- 6. Latest techniques of pavement strengthening like provision of geo-synthetics and cold/hot pavement recycling should be duly considered by the consultant for achieving economy.
- 7. The paved shoulders shall be designed as integral part of the pavement for the main carriageway. The design requirements for the carriageway pavement shall, therefore, be applicable for the design of shoulder pavements. The design of granular shoulder should take into account the drainage considerations besides the structural requirements.
- 8. The pavement design task shall also cover working out the maintenance and strengthening requirements and periodicity and timing of such treatments.

## 4.4.5 Design of Embankments

- 1. The embankments design should provide for maximum utilization of locally available materials consistent with economy. Use of fly ash wherever available within economical leads must be considered. In accordance with Government instructions, use of fly ash within 100 km from Thermal Power Stations is mandatory.
- 2. The Consultants shall carry out detailed analysis and design for all embankments of height greater that 6 m based on relevant IRC publications.
- 3. The design of embankments should include the requirements for protection works and traffic safety features.

## 4.4.6 Design of Bridges and Structures

- 1. The data collected and investigation results shall be analysed to determine the following:
  - i. HFL
  - ii. LWL
  - iii. LBL
  - iv. Erodibility of bed/scour level
  - v. Design discharge
  - vi. Linear waterway and effective linear waterway
  - vii. Likely foundation depth

Pir Ki Gali Tunnel Page **61** of **325** 

- viii. Safe bearing capacity
- ix. Engineering properties of sub soil
- x. Artesian conditions
- xi. Settlement characteristics
- xii. Vertical clearance
- xiii. Horizontal clearance
- xiv. Free board for approach road
- xv. Severity of environment with reference to corrosion
- xvi. Data pertaining to seismic and wind load
- xvii. Requirement of model study etc.
- 2. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the bridges and structures proposed to be constructed / reconstructed along the road sections covered under the Study. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components (superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be finalized based upon hydraulic and geotechnical studies, cost effectiveness and ease of construction. The GAD shall be supplemented by Preliminary designs. In respect of span arrangement and type of bridge a few alternatives with cost-benefit implications should be submitted to enable NHIDCL to approve the best alternative. After approval of alignment and GAD the Consultant shall prepare detailed design as per IRC codes /guidelines and working drawings for all components of bridges and structures.
- 3. The location of all at-grade level crossings shall be identified falling across the existing level crossings for providing ROB at these locations. The Consultants shall prepare preliminary GAD for necessary construction separately to the Client. The Consultant shall pursue the Indian Railways Authorities or/and any statutory authority of State/Central Government for approval of the GAD from concerned Authorities.
- 4. GAD for bridges/structures across irrigation/water way channels shall be got approved from the concerned Irrigation/Water way Authorities. Subsequent to approval of GAD and alignment plan by NHIDCL the Consultants shall prepare detailed design as per IRC codes/guidelines for all components of the bridges and structures.
- 5. Subsequent to the approval of the GAD and Alignment Plan by NHIDCL and

Pir Ki Gali Tunnel Page 62 of 325

Railways, the Consultant shall prepare detailed design as per IRC and Railways guidelines and working drawings for all components of the bridges and structures. The Consultant shall furnish the design and working drawings for suitable protection works and/or river training works wherever required.

- 6. Dismantling/ reconstruction of existing structures shall be avoided as far as possible except where considered essential in view of their poor structural conditions/ inadequacy of the provisions etc.
- 7. The existing structures having inadequate carriageway width shall be widened/reconstructed in pat or fully as per the latest MoRT&H guidelines. The Consultant shall furnish the detailed design and working drawings for carrying out the above improvements.
- 8. Suitable repair / rehabilitation measures shall be suggested in respect of the existing structures as per IRC-SP:40 along with their specifications, drawings and cost estimate in the form of a report. The rehabilitation or reconstruction of the structures shall be suggested based on broad guidelines for rehabilitation and strengthening of existing bridges contained in IRC-SP:35 and IRC-SP:40.
- 9. Subsequent to the approval of the GAD and the alignment plan by NHIDCL, detailed design shall also be carried out for the proposed underpasses, overpasses and interchanges.
- 10. The Consultants shall also carry out the design and make suitable recommendations for protection works for bridges and drainage structures.
- 11. In case land available is not adequate for embankment slope, suitable design for RCC retaining wall shall be furnished. However, RES wall may also be considered depending upon techno-economic suitability to be approved by NHIDCL.

## 4.4.7 Drainage System

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

Pir Ki Gali Tunnel Page 63 of 325

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

# 5. Scope of Services- Tunnels, Roadwork and Structures (Including portion of existing road).

**5.1** 

- i. Environmental and social impact assessment, including such as related to cultural properties, natural habitants, involuntary resettlement etc.
- ii. Public consultation, including consultation with Communities located along the road, NGOs working in the area, other stake-holders and relevant Government departments at all the different stages of assignment (such as inception stage, feasibility stage, preliminary design stage and once final designs are concretized).
- iii. Identification of sources of construction materials;
- iv. Value analysis / value engineering and project costing;
- v. Economic and financial analyses;
- vi. Contract packaging and implementation schedule.
- vii. Strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over- and underground) and the scheme for their relocation, trees to be felled, transplanted and planted and land acquisition requirements including schedule for LA: reports documents and drawings arrangement of estimates for cutting/transplanting of trees and shifting of utilities from the concerned department;
- viii. To find out financial viability of project for implementation and suggest the preferred mode on which the project is to be taken up.
- ix. Preparation of detailed project report, cost estimate, approval for construction Drawings, rate analysis, detailed bill of quantities, bid documents for execution of civil works through budgeting resources.
- x. Design of toll plaza and identification of their numbers and location and office cum residential complex including working drawings
- xi. Design of weighing stations, parking areas and rest areas.
- xii. Any other user oriented facility en-route toll facility.
- xiii. Tie-in of on-going/sanctioned works of MORT&H/ NHAI/ other agencies.
- xiv. Preparation of social plans for the project affected people as per policy of the lending agencies/ Govt. of India R & R Policy.
- 5.2 While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports and

Pir Ki Gali Tunnel Page **64** of **325** 

drawings.

**5.3** The consultant shall study the possible locations and design of toll plaza, wayside amenities required and arboriculture along the highway shall also be planned.

#### 5.4 Standards and Codes of Practices

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

# 5.5 Quality Assurance Plan (QAP) & Method Statements (MS)

The Consultants should have detailed Quality Assurance Plan (QAP) & Method Statements along with data formats for all field studies including topographic surveys, traffic surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans & Method Statements for separate and different field studies, exclusive to tunnels (As per the scope of work) and roads engineering surveys and investigation, design and documentation activities should be presented as separate sections for highway tunnels like General geology, Topographical survey and mapping, Rock mass property, Photo-geological and remote sensing studies, geo-physical studies, Chemical analysis of water and QAP for road portion like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The detailed Draft QAP Document must be discussed and finalised with the concerned NHIDCL officers immediately upon the award of the Contract and submitted as part of the inception report.

## 5.6 Review of Data and Documents

**5.6.1** The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the Pir Ki Gali Tunnel

Page 65 of 325

## following:

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

## 5.7 Social Analysis

The social analysis study shall be carried out in accordance with the MORT&H/World Bank/ADB Guidelines. The social analysis report will, among other things, provide a socio-economic profile of the project area and address in particular, indigenous people, communicable disease particularly HIV/AIDS poverty alleviation, gender, local population, industry, agriculture, employment, health, education, health, child labor, land acquisition and resettlement.

## 5.8 Traffic Surveys (if applicable)

All traffic surveys and studies will be completed in feasibility studies.

#### **5.8.1** Number and Location of Survey Stations

The type of traffic surveys and the minimum number of survey stations shall normally be as under, unless otherwise specifically mentioned.

Sl.NR.	Description	Number of Survey
		Stations

Pir Ki Gali Tunnel Page 66 of 325

1.	Classified Traffic Volume Count	3
	Origin-Destination and Commodity	
2.	Movement Characteristics	Minimum 2
3.	Axle Loading Characteristics	2
4.	Intersection Volume Count	All Major Intersections
5.	Speed-Delay Characteristics	Project Road Section .
6.	Pedestrian/animal cross traffic count	All major inhabitations along the highway

- The number of survey locations indicated in the table above are indicative only. The Consultants shall, immediately upon award of the work, submit to NHIDCL proposals regarding the total number as well as the locations of the traffic survey stations as part of inception report. Suitable maps and charts should accompany the proposals clearly indicating the rationale for selecting the location of survey Station
- The methodology of collection and analysis of data, number and location of traffic survey stations shall be finalized in consultation with NHIDCL.

## **5.8.2** Classified Traffic Volume Count Survey

- 1. Consultant shall make use of traffic survey done by Indian Highways Management Company Limited (IHMCL) using ATCC systems. If required, especially in cases where a particular stretch is not covered by IHMCL, DPR consultant should carry out classified traffic volume count survey using ATCC systems or equivalent technologies.
- 3. Consultant shall use ATCC systems that can meet the following accuracy levels after validation/ correction:
  - (a) Classification of vehicles: better than 95%
  - (b) Counting of vehicles: better than 98%

Before validation and correction, the ATCC system shall meet the following accuracy levels:

- (a) Classification of vehicles: better than 90%
- (b) Counting of vehicles: better than 95%

For verification of above accuracy levels, audit of raw ATCC shall be done on a sampling basis.

- 3. ATCC systems such as Pneumatic Tube Detector, Inductive Detector Loop, Video Image Detection, and Infrared Sensor or equivalent technologies shall be adopted.
- 4. The classified traffic volume count surveys shall be carried out for 7 days (continuous, direction-wise) at the selected survey stations. The vehicle classification system as given in relevant IRC code may be followed. However, the

Pir Ki Gali Tunnel Page 67 of 325

following generalised classification system is suggested in view of the requirements of traffic demand estimates and economic analysis:

Motorised Traffic			Non-Motorised Traffic
2-Wheeler			Bi-Cycle
	3-Wheeler	Cycle-Rickshaw	
P	assenger Car	Animal Drawn Vehicle (ADV)	
Utility Ve	hicle (Jeep, V	Hand Cart	
			Other Non-Motorised Vehicle
Bus	Mini Bus		
	Standard Bus		
LCV	LCV-Passenger		
	LCV-Freight		
Truck	MCV : 2-Axle Rigid Chassis		
	HCV: 3-Axle Rigid Chassis		
	MAV	Semi Articulated	
		Articulated	

- 5 All results shall be presented in tabular and graphical form. The survey data shall be analysed to bring out the hourly and daily variations. The traffic volume count per day shall be averaged to show a weekly average daily traffic (ADT) by vehicle type. The annual average daily traffic (AADT) shall be worked out by applying seasonal factors.
- 6 The consultant shall compile the relevant traffic volume data from secondary sources also. The salient features of traffic volume characteristics shall be brought out and variations if any, from the traffic census carried out by the State PWD shall be suitably explained.

## 5.8.3 Origin-Destination and Commodity Movements Surveys

- **5.8.3.1** The consultants shall carry out 1-day (24 hour, both directions) O-D and commodity movement surveys at locations finalized in consultation with NHIDCL. These will be essentially required around congested towns to delineate through traffic. The road side interviews shall be on random sample basis and cover all four-wheeled vehicles. The location of the O-D survey and commodity movement surveys shall normally be same as for the classified traffic count.
- **5.8.3.2** The location of origin and destination zones shall be determined in relation to each individual station and the possibility of traffic diversion to the Project Road from/to other road routes including bypasses.
- 5.8.3.3 The trip matrices shall be worked out for each vehicle type information and

Pir Ki Gali Tunnel Page **68** of **325** 

weight for trucks should be summed up by commodity type and the results tabulated, giving total weight and average weight per truck for the various commodity types. The sample size for each vehicle type shall be indicated in the table and also in the graphical representations.

- **5.8.3.4** The data derived from surveys shall also be analysed to bring out the lead and load characteristics and desire line diagrams. The data analysis should also bring out the requirement for the construction of bypasses.
- **5.8.3.5** The distribution of lead and load obtained from the surveys should be compared. The axle load surveys shall normally be done using axle load pads or other sophisticated instruments. The location(s) of count station(s) and the survey with those derived from the axle load studies.
- **5.8.3.6** The commodity movement data should be duly taken into consideration while making the traffic demand estimates.

## **5.8.4** Turning Movement Surveys

- 1. The turning movement surveys for estimation of peak hour traffic for the design of major and minor intersections shall be carried out for the Study. The details regarding composition and directional movement of traffic shall be furnished by the Consultant.
- 2. The methodology for the surveys shall be as per IRC: SP: 41-1994. The details including location and duration of surveys shall be finalized in consultation with NHIDCL officials. The proposal in response to this TOR shall clearly indicate the number of locations that the Consultants wish to conduct turning movement surveys and the rationale for the same.
- 3. The data derived from the survey should be analyzed to identify requirements of suitable remedial measures, such as construction of underpasses, fly-overs, interchanges, grade-separated intersections along the project road alignment. Intersections with high traffic volume requiring special treatments either presently or in future shall be identified.

## 5.8.5 Axle Load Surveys

1. Axle load surveys in both directions shall be carried out at suitable location(s) in the project road stretch on a random sample basis normally for trucks only (both empty and loaded trucks) for 2 normal days - (24 hours) at special count Pir Ki Gali Tunnel

Page 69 of 325

stations to be finalized in consultation with NHIDCL. However, a few buses may be weighed in order to get an idea about their loading behavior. While selecting the location(s) of axle load survey station(s), the locations of existing bridges with load restrictions, if any, should be taken into account and such sites should be avoided.

- 2. Axle load surveys shall normally be done using axle load pads or other sophisticated instruments. The location(s) of count station(s) and the survey methodology including the data formats and the instrument type to be used shall be finalized before taking up the axle load surveys
- 3. The axle load data should be collected axle configuration-wise. The number of equivalent standard axles per truck shall be calculated on the basis of results obtained. The results of the survey should bring out the VDF for each truck type (axle configuration, if the calculated VDF is found to be below the national average, then national average shall be used. Furthermore, the data from axle load surveys should be analysed to bring out the Gross Vehicle Weight (GVW) and Single Axle Load (SAL) Distributions by truck type (axle configuration).
- 4. The Consultant shall ascertain from local enquiries about the exceptional live loads that have used the highway in the past in order to assess the suitability of existing bridges to carry such loads.

## 5.8.6 Speed-Delay Surveys

The Consultants shall carry out appropriate field studies such as moving car survey to determine running speed and journey speed. The data should be analyzed to identify sections with typical traffic flow problems and congestion. The objective of the survey would be to recommend suitable measures for segregation of local traffic, smooth flow of through traffic and traffic safety. These measures would include the provision of bypasses, under-passes, flyovers, interchanges, grade-separated intersections and service roads.

## 5.8.7 Pedestrian / animal cross traffic surveys:

These may be conducted to determine if provision of viaduct for pedestrians/animals is necessary to improve the traffic safety.

#### **5.8.8** Truck Terminal Surveys

The data derived from the O-D, speed-delay, other surveys and also supplementary surveys should be analyzed to assess requirements for present and future development of truck terminals at suitable locations en route.

## 5.9 Traffic Demand Estimates

Pir Ki Gali Tunnel Page **70** of **325** 

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

## 5.10 Material Investigations

1. The Consultants shall identify sources (including use of fly-ash/ slag), quarry sites and borrow areas, undertake field and laboratory testing of the materials

Pir Ki Gali Tunnel Page 71 of 325

to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno-economic principles. The Consultants shall prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.

"Environment friendly materials"

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

Technical and economic feasibility of using industrial byproducts, recyclable and waste materials shall be assessed depending on their availability in the concerned region.

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

## 5.11 Traffic Safety Features, Road Furniture and Road Markings

The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.

## 5.12 Arboriculture and Landscaping

The Consultants shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of way with a view to beautify the highway and making the environment along the highway pleasing. The existing trees / plants shall be retained to the extent

Pir Ki Gali Tunnel Page 72 of 325

possible. The Transplantation of trees shall also be proposed wherever feasible.

### 5.13 Weighing Station, Parking Areas and Rest Areas and other way side amenities

The consultant shall select suitable sites for weighing stations, parking areas and rest areas and prepare suitable separate designs in this regard. The common facilities like petrol pump, first-aid medical facilities, police office, restaurant, vehicle parking etc. should be included in the general layout for planning. For petrol pump, the guidelines issued by OISD of Ministry of Petroleum shall be followed. The facilities should be planned to be at approximately 50 km interval. Atleast each facility (1 no.) is foreseen to be provided for this project stretch. Weighing stations can be located near toll plazas so that overloaded vehicles can be easily identified and suitably penalized and unloaded before being allowed to proceed further. The type of weighing system suitable for the project shall be brought out in the report giving merits of each type of the state-of-the art and basis of recommendations for the chosen system.

### 4.14 Office-cum-Residential Complex for Project Execution Unit

The Consultant shall plan and suggest location of Office-cum-Residential Complex for Project Execution Unit.

#### 5.15 Miscellaneous Works

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

## 5.16 Environment and Social Impact Assessment

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

### **5.16.1 Environmental Impact Assessment**

Pir Ki Gali Tunnel Page 73 of 325

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

- 1. The consultant should carry out the preliminary environmental screening to assess the direct and induced impacts due to the project.
- 2. The consultant shall ensure to document baseline conditions relevant to the project with the objective to establish the benchmarks.
- 3. The consultant shall assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.
- 4. The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.
- 5. The consultant shall give special attention to the environmental enhancement measures in the project for the following:
  - (a) Cultural property enhancement along the highways
  - (b) Bus bays and bus shelters including a review of their location,
  - (c) Highway side landscape and enhancement of the road junctions,
  - (d) Enhancement of highway side water bodies, and
- (e) Redevelopment of the borrow areas located on public land.
- 6. The consultant shall prepare the Bill-of-Quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
- 7. The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.
- 8. The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.
- 9. The consultant shall prepare the application forms and obtain forestry and environmental clearances from the respective authorities including the SPCBs and the MOEF on behalf of NHIDCL. The consultants will make presentation, if required, in defending the project to the MOEF Infrastructure Committee.
- 10. The consultant shall identify and plan for plantation and Transplantation of the suitable trees along the existing highway in accordance with IRC guidelines.
- 11. The consultant shall assist in providing appropriate input in preparation of relevant environment and social sections of BPIP.

Pir Ki Gali Tunnel Page 74 of 325

#### 5.16.2 Social Assessment

- The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socio-economic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.
- 2 The consultant shall prepare Land Acquisition Plan and assist NHIDCL in acquisition of land under various Acts.
- The consultant would prepare Resettlement and Rehabilitation Plan and assess feasibility and effectiveness of income restoration strategies and suitability and availability to relocation sites. The resettlement plan which accounts for land acquisition and resettlement impacts would be based on a 25% socio-economic survey and 100 % census survey of project affected people which provides the complete assessment of the number of affected households and persons, including common property resources. All untitled occupants are recorded at the initial stages and identify cards will be issued to ensure there is no further influx of people in to the project area. All consultations with affected persons (to include list of participants) should be fully documented and records made available to NHIDCL.
  - Assessment on the impact of the project on the poor and vulnerable groups along the project road corridor.
  - Based on the identified impacts, developing entitlement matrix for the project affected people.
  - Assessment on social issues such as indigenous people, gender, HIV/AIDS, labourers including child labour.
  - Implementation budgets, sources and timing of funding and schedule of tasks.
  - Responsibility of tasks, institutional arrangements and personnel for delivering entitlement and plans to build institutional capacity.
  - Internal and external monitoring plans, key monitoring indicators and grievance redress mechanism.
  - Incorporating any other suggestions of the NHIDCL, till the acceptance of the reports by the NHIDCL.

#### 5.16.3 Reporting Requirements of EIA

• The consultant would prepare the stand-alone reports as per the requirement of the ADB/World Bank / NHIDCL, as applicable, with contents as per the

Pir Ki Gali Tunnel Page 75 of 325

following:

- Executive Summary
- Description of the Project
- Environmental setting of the project.
- Identification and categorization of the potential impacts (during preconstruction, construction and operation periods).
- Analysis of alternatives (this would include correlation amongst the finally selected alternative alignment/routing and designs with the avoidance and environmental management solutions).
- The public consultation process.
- Policy, legal and administrative framework. This would include mechanisms at the states and national level for operational policies. This would also include a description of the organizational and implementation mechanism recommended for this project.
- Typical plan or specific designs for all additional environmental items as described in the scope of work.
- Incorporating any other as per the suggestions of the ADB/ World Bank / MORT&H/NHIDCL, till the acceptance of the reports by the ADB/ World Bank / MORT&H/NHIDCL, as applicable.
- EMP Reports for Contract Package based on uniform methodology and processes. The consultant will also ensure that the EMP has all the elements for it to be a legal document. The EMP reports would include the following:
  - o Brief description of the project, purpose of the EMP, commitments on incorporating environmental considerations in the design, construction and operations phases of the project and institutional arrangements for implementing the EMP.
  - o A detailed EMP for construction and operational phases with recourse to the mitigation measures for all adverse impacts.
  - o Detailed plans for highway-side tree plantation (as part of the compensatory afforestation component).
  - o Environmental enhancement measure would be incorporated.
  - o Enhancement measures would include items described in the scope of work and shall be complete with plans, designs, BOQ and technical specifications.
  - o Environmental monitoring plans during and after construction including scaling and measurement techniques for the performance indicators selected for monitoring.
  - o The EMP should be amendable to be included in the contract documents for the works.
  - o Incorporating any other as per the suggestions of the ADB/ World Bank/ NHIDCL, till the acceptance of the reports by the ADB/ World Bank / NHIDCL as applicable.

### 5.16.4 Reporting requirements of RAP

Analysis on the resettlement plan be conducted based on ADBs Hand Book on Resettlement, A Guide to Good practice 1998 as amended time to time/ World Bank Pir Ki Gali Tunnel Page 76 of 325 Guidelines / Government of India Guidelines, as applicable.

- Executive summary
- Description of project
- Objectives of the project.
- The need for Resettlement in the Project and evaluation of measures to minimize resettlement.
- Description and results of public consultation and plans for continued participation of PAPs.
- Definition of PAPs and the eligibility criteria.
- Census and survey results-number affected, how are they affected and what impacts will they experience.
- Legal and entitlement policy framework-support principles for different categories of impact.
- Arrangements for monitoring and evaluation (internal and external)
- Implementation schedule for resettlement which is linked to the civil works contract
- A matrix of scheduled activities linked to land acquisition procedures to indicate clearly what steps and actions will be taken at different stages and the time frame
- The payment of compensation and resettlement during the acquisition process
- An itemized budget (replacement value for all assets) and unit costs for different assets
- **5.17** For the realigned portion i.e. tunnels including approach roads leading to the tunnel portals, the Consultant shall furnish land acquisition details as per revenue records/maps for further processing of land acquisition. Consultant shall also submit 3a, 3A and 3D draft notification for acquisition of land.
- **5.18** The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation and the TOR. The Consultants shall prepare documents for EPC/PPP contracts for each DPR assignment alongwith all ready to implement 'General Arrangement Drawing and Tender Drawings' shall be prepared.
- **5.19** Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement Studies shall be carried out by the Consultant meeting the requirements of the lending agencies like ADB/ World Bank/JICA, etc.
- 5.20 Wherever required, consultant will liaise with concerned authorities and arrange all clarifications. Consultant will also obtain final approval from Forest Department, Ministry of Environment and Forest for all applicable clearances and also NOC from Army/Defence Authorities. Consultant will also obtain approval for estimates for shifting of utilities of all types from the concerned authorities and competent authority within MoRTH and its implementation agencies, as applicable. Consultant is also required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, and 3D, 3G notification as per L.A. act) for acquisition of land either under NH Act or State Act as per requirement (or

Pir Ki Gali Tunnel Page 77 of 325

equivalent)

- **5.21** The DPR consultant may be required to prepare the Bid Documents, based on the Feasibility Report, due to exigency of the project for execution if desired by NHIDCL.
- 5.22 Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the concerned agencies. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation.
- **5.23** The consultant shall prepare separate documents for BOT as well as EPC contracts at Feasibility stage / DPR stage. The studies for financing options like BOT (Annuity), EPC will be undertaken in feasibility study stage.
- 5.24 The consultant shall be guided in its assignment by the Model Concession/ Contract Agreements for PPP/ EPC projects, as applicable and the Manual of Specifications and Standards for two/ four/ six laning of highways and tunnels published by IRC (IRC:SP:73 or IRC:SP:84 or IRC:SP:87, IRC:SP:91 as applicable) (the "Manual") along with relevant IRC codes for design of long bridges.
- **5.25** The consultant shall prepare comparative statement of Standards & specifications w.r.t Geometric, fire and life safety, ventilation, illumination etc. allowed as per Codal Provision in India, America, Europe (Austria, Norway) & PIARC and Prepare a design basis reports (DBR)
- **5.26** The consultant shall prepare the bid documents including required schedules (as mentioned above) as per EPC/ PPP documents. For that it is suggested that consultant should also go through the EPC/PPP documents of Ministry before bidding the project. The Consultant shall assist the NHIDCL and it's Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.
- **5.27** Consultant shall be responsible for sharing the findings from the preparation stages during the bid process. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre-bid conference, meetings, site visits etc. In addition, the consultant shall also support preparation of detailed responses to the written queries raised by the bidders.

## 5.28 Additional Requirement For Safety Audit

The use of checklists is highly recommended as they provide a useful "aide memoire" for the audit team to check that no important safety aspects are being overlooked. They also give to the project manager and the design engineer a sense of understanding of the place

\*Pir Ki Gali Tunnel\*\*

\*Page 78 of 325\*

of safety audit in the design process. The following lists have been drawn up based on the experience of undertaking systematic safety audit procedures overseas. This experience indicates that extensive lists of technical details has encouraged their use as "tick" sheets without sufficient thought being given to the processes behind the actions. Accordingly, the checklists provide guideline son the principal issues that need to be examined during the course of the safety audits.

### **Stage 1-During Feasibility Study**

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

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

Pir Ki Gali Tunnel Page 79 of 325

A3 : Junctions	<ul> <li>Minimise potential conflicts</li> <li>Layout</li> <li>Visibility</li> </ul>
A4 : Non-Motorised road users Provision	<ul> <li>Adjacent land</li> <li>Pedestrians</li> <li>Cyclists</li> <li>Non-motorised vehicles</li> </ul>
A5 : Signs and Lighting	<ul><li>Lighting</li><li>Signs/Markings</li></ul>
A6 : Construction and Operation	<ul> <li>Buildability</li> <li>Operational</li> <li>Network Management</li> </ul>

### **Stage 2-Completion of Preliminary Design**

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

CONTENTS	ITEMS	
Aspects to be checked	<ul> <li>A. Safety and operational implications of proposed alignment and junction strategy with particular references to expected road users and vehicle types likely to use the road.</li> <li>B. Width options considered for various sections.</li> <li>C. Departures from standards and action taken.</li> <li>D. Provision of pedestrians, cyclists and intermediate transport</li> </ul>	
	E. Safety implications of the scheme beyond its physical limits i.e. how the scheme fits into its environs and road hierarchy	

Pir Ki Gali Tunnel Page **80** of **325** 

B1 : General	<ul> <li>Departures from standards</li> <li>Cross-sectional variation</li> <li>Drainage</li> <li>Climatic conditions</li> <li>Landscaping</li> <li>Services apparatus</li> <li>Lay-byes</li> <li>Footpaths</li> <li>Pedestrian crossings</li> <li>Access (minimize number of private accesses)</li> <li>Emergency vehicles</li> <li>Public Transport</li> <li>Future widening</li> <li>Staging of contracts</li> <li>Adjacent development</li> </ul>	
B2 : Local Alignment		
22 · 20 · 20 · 10 · 10 · 10 · 10 · 10 ·	<ul> <li>Visibility</li> <li>New/Existing road interface</li> <li>Safety Aids on steep hills</li> </ul>	
B3 : Junctions	<ul> <li>Minimise potential conflicts</li> <li>Layout</li> <li>Visibility</li> </ul>	
B4 : Non-Motorised road users Provision	<ul> <li>Adjacent land</li> <li>Pedestrians</li> <li>Cyclists</li> </ul>	
	Non-motorised vehicles	
B5 : Signs and Lighting	<ul><li>Lighting</li><li>Signs/Markings</li></ul>	
B6: Construction and Operation	<ul><li>Buildability</li><li>Operational</li></ul>	
	➤ Network Management	

Pir Ki Gali Tunnel Page **81** of **325** 

### **Stage 3 – Completion of Detailed Design**

- 1. The audit team should satisfy itself that all issues raised at Stage 1 have been resolved. Items may require further consideration where significant design changes have occurred.
- 2. If a scheme has not been subject to a stage 1 audit, the items listed in Checklists B1 to B6 should be considered together with the items listed below.

CONTENTS	ITEMS		
Aspects to be checked	A. Any design changes since Stage 1.		
	B. The detailed design from a road safety viewpoint, including		
	the road safety implications of future maintenance (speed limits;		
	road signs and markings; visibility; maintenance of street lighting		
	and central reserves).		
C1 : General	Departures from standards		
	> Drainage		
	> Climatic conditions		
	> Landscaping		
	<ul> <li>Services apparatus</li> <li>Lay byes</li> </ul>		
	<ul><li>Lay-byes</li><li>Access</li></ul>		
	> Skid-resistance		
	> Agriculture		
	> Safety Fences		
	Adjacent development		
C2 : Local Alignment			
	➤ Visibility		
	New/Existing road interface		
C3 : Junctions			
	> Layout		
	> Visibility		
	➤ Signing		
	Lighting		
	Road Marking		
	T,X,Y-junctions		
	➤ All roundabouts		
	> Traffic signals		

Pir Ki Gali Tunnel Page 82 of 325

C4 : Non-Motorised road users Provision	<ul> <li>Adjacent land</li> <li>Pedestrians</li> <li>Cyclists</li> <li>Non-motorised vehicles</li> </ul>	
C5 : Signs and Lighting	<ul> <li>Advanced direction signs</li> <li>Local traffic signs</li> <li>Variable message signs</li> <li>Other traffic signs</li> <li>Lighting</li> </ul>	
C6 : Construction and Operation	<ul> <li>Buildability</li> <li>Operational</li> <li>Network Management</li> </ul>	

#### 6. Others

- 6.1 Wherever required, consultant will liaise with concerned authorities and arrange all clarifications. Approval of all drawings including GAD and detail engineering drawings will be got done by the consultant from the Railways. However, if Railways require proof checking of the drawings prepared by the consultants, the same will be got done by NHIDCL and payment to the proof consultant shall be made by NHIDCL directly. Consultant will also obtain final approval from Ministry of Environment and Forest for all applicable clearances. Consultant will also obtain approval for estimates for shifting of utilities of all types from the concerned authorities and competent authority within MoRTH and its implementation agencies, as applicable. Consultant is also required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, and 3D, 3G notification as per L.A. act) for acquisition of land either under NH Act or State Act
- 6.2 The DPR consultant may be required to prepare the Bid Documents, based on the feasibility report, due to exigency of the project for execution if desired by NHIDCL.
- 6.3 Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the concerned agencies. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation.
- **6.4** The consultant shall prepare separate documents for BoT as well as EPC contracts at Feasibility stage / DPR stage. The studies for financing options like BOT (Annuity), EPC will be undertaken in feasibility study stage.

Pir Ki Gali Tunnel Page 83 of 325

- **6.5** The consultant shall be guided in its assignment by the Model Concession/ Contract Agreements for PPP/ EPC projects, as applicable and the Manual of Specifications and Standards for two/ four/ six laning of highways published by IRC (IRC:SP:73 or IRC:SP:84 or IRC:SP:87, as applicable) (the "**Manual**") along with relevant IRC codes for design of long bridges.
- 6.6 The consultant shall prepare the bid documents including required schedules (as mentioned above) as per EPC/ PPP documents. For that it is suggested that consultant should also go through the EPC/PPP documents of ministry before bidding the project. The Consultant shall assist the NHIDCL and it's Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.
- 6.7 Consultant shall be responsible for sharing the findings from the preparation stages during the bid process. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre-bid conference, meetings, site visits etc. In addition, the consultant shall also support preparation of detailed responses to the written queries raised by the bidders.

#### 7. Estimation of Quantities and Project Costs

- a. The Consultants shall prepare detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise), including the cost of environmental and social safeguards proposed based on MoRT&H's Standard Data Book and market rate for the inputs. The estimation of quantities shall be based on detailed design of various components of the project (Both Tunnel and Highway portion). The estimation of quantities and costs would have to be worked out separately for civil work Package as defined in this TOR.
- b. The Consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.
- c. The project cost estimates so prepared are to be checked against rates for similar ongoing works in India road sector projects as Rohtang Tunnel.

#### 8. Viability and Financing Options

a. The Project Road should be divided into the traffic homogenous links based on the findings of the traffic studies. The homogenous links of the Project Road should be further subdivided into sections based on physical features of road and pavement,

Pir Ki Gali Tunnel Page 84 of 325

sub-grade and drainage characteristics etc. The economic and commercial analysis shall be carried out separately for each traffic homogenous link as well as for the Project Road.

- b. The values of input parameters and the rationale for their selection for the economic and commercial analyses shall be clearly brought out and got approved by NHIDCL.
- c. For models to be used for the economic and the commercial analyses, the calibration methodology and the basic parameters adapted to the local conditions shall be clearly brought out and got approved by NHIDCL.
- d. The economic and commercial analyses should bring out the priority of the different homogenous links in terms of project implementation.

### 8.1 Economic Analysis

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

Scenario – I Base Costs and Base Benefits

Scenario - II Base Costs plus 15% and Base Benefits Scenario - III Base Costs and Base Benefits minus 15%

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

The sensitivity scenarios given above are only indicative. The Consultants shall select the sensitivity scenarios taking into account possible construction delays,

Pir Ki Gali Tunnel

Page 85 of 325

- construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.
- 4. The economic analysis shall take into account all on-going and future road and transport infrastructure projects and future development plans in the project area.

## 8.2 Financial Analysis

- 1. It is envisaged that the project stretch should be implemented on EPC/BOT basis, therefore, the Consultant shall study the financial viability of the project under a commercial format and under different user fee scenarios and funding options. The Consultants shall submit and finalize in consultation with the NHIDCL's officers the format for the analysis and the primary parameters and scenarios that should be taken into account while carrying out the commercial analysis. The financial model so developed shall be the property of NHIDCL.
- 2. The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions. The sensitivity analysis should be carried out for a number of probabilistic scenarios.
- 3. The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.
- 4. The consultant shall suggest positive ways of enhancing the project Viability and furnish different financial models for implementing on BOT format.

### 9. Project Team and Project Office of the Consultant

- 1. The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- 2. List of suggested key personnel to be fielded by the consultant with appropriate man-month of consultancy services is given in Enclosure I as per client's assessment.
- 3. A Manning Schedule for key personnel mentioned above is enclosed as Enclosure I along with broad job- description and qualification as Enclosure II. The information furnished in Enclosures I & II are to assist the Consultants to understand the client's perception about these requirements and shall be taken by the Consultants for the purpose of Financial Proposal and deployment schedule etc. in technical proposal to be submitted by them. Any deviation proposed may be recorded in the comments on

Pir Ki Gali Tunnel Page **86** of **325** 

TOR. All the key personnel mentioned will be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria as mentioned in Data sheet.

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

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

- 10.1 All reports, documents and drawings are to be submitted separately for each of the tunnel and its approaches. The analysis of data and the design proposals shall be based on the data derived from the surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.
- 10.2 The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure III. Further, the reports shall also be submitted in soft copy (editable & non-editable version) in addition to the hardcopies as mentioned in Enclosure-III. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.
- 10.3 The time schedule for various submissions prescribed at s.l.no.1 above shall be strictly adhered to. No time-over-run in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out above are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in construction package (Section) simultaneously. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, remuneration rate etc. The Consultant is also advised to start necessary survey works from the beginning so as to gain time in respect of various other activities in that stage.
- 10.4 Project preparation activities will be split into six stages as brought out below. Preliminary design work should commence without waiting for feasibility study to be completed. Stage 3, 5 and 6 shall run in parallel with Stage 2 and 4.

Pir Ki Gali Tunnel Page 87 of 325

**Stage 1: Inception Report** 

**Stage 2: Feasibility Report** 

Stage 3: LA & Clearances Report

**Stage 4: Detailed Project Report (DPR)** 

**Stage 5: Technical Schedules** 

Stage 6: LA & Clearances II Report

### 10.4.1 **STAGE 1**

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

- 1. The report shall cover the following major aspects:
  - i. Project appreciation;
  - ii. Detailed methodology to meet the requirements of the TOR for both Tunnels /Road portion finalised in consultation with The National Highways and Infrastructure Development Corporation Ltd officers; including scheduling of various sub activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/collation of necessary information;
  - iii. Task Assignment and Manning Schedule;
  - iv. Work programme;
  - v. Performa for data collection;
  - vi. Design standards and proposed cross-sections;
  - vii. Key plan and Linear Plan;
  - viii. Development plans being implemented and / or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the study:
  - ix. Quality Assurance Plan (QAP);
  - x. Draft design standards; and
- 2. The requirements, if any, for the construction of bypasses should be identified on the basis of data derived from reconnaissance and traffic studies. The available alignment options should be worked out on the basis of available maps. The most appropriate alignment option for bypasses should be identified on the basis of site conditions and techno-economic considerations. Inception Report should include the details regarding these aspects concerning the construction of bypasses for approval by NHIDCL.

Pir Ki Gali Tunnel Page 88 of 325

### 3. Quality Assurance Plan (QAP) Document

- (i) Immediately upon the award, the Consultants shall submit four copies of the QAP document covering all aspects of field studies, investigations design and economic financial analysis. The quality assurance plans/procedures for both Tunnel and Road & Bridge portions in separate for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, material geotechnical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation; preparation, checking, approval and filing of calculations, identification and traceability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personnel who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The field and design activities shall start after the QAP is approved by NHIDCL.
- (ii) The data formats proposed by the Consultants for use in field studies and investigations shall be submitted within 14 days after the commencement of services and got approved by NHIDCL.

### 10.4.2 **STAGE 2**:

### 10.4.2.1 Feasibility Report

- 1. The consultant shall commence the Feasibility Study of the project in accordance with the accepted IR and the report for both Tunnel and Road & Bridges shall contain the following:
  - i. Executive summary
  - ii. Overview of NHIDCL organization and activities, and project financing and cost recovery mechanisms
  - iii. Project description including possible alternative alignments/bypasses and technical/engineering alternatives and Geophysical Report
  - iv. Methodology adopted for the feasibility study
  - v. Socioeconomic profile of the project areas
  - vi. Indicative design standards, methodologies and specifications
  - vii. Traffic surveys and analysis
  - viii. Environmental screening and preliminary environmental assessment
  - ix. Initial social assessment and preliminary land acquisition/resettlement plan
  - *x.* Cost estimates based on preliminary rate analysis and bill of quantities
  - xi. Economic and financial analysis

Pir Ki Gali Tunnel Page 89 of 325

#### *xii.* Conclusions and recommendations

- 2. In view of para 1 above the consultant has to submit the following documents in six sets:
  - i. **Technical Specifications:** The MORT&H's Technical Specifications forTunnels, Road and Bridge works shall be followed for this study. However, Volume IV: Technical Specifications shall contain the special technical specifications which are not covered by MORT&H Specifications for Roads and Bridges (latest edition / revision) and also specific quality control norms for the construction of works.
  - ii. **Rate Analysis:** This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rates will be included in this volume.
  - iii. Cost Estimates: This volume will present the each item of work separately for Tunnel works and Road & Bridge works as well as a summary of total cost.
  - iv. **Bill of Quantities:** This volume shall contain the detailed Bill of Quantities for all items of works for both Tunnels and Road & Bridge works
- 3. The basic data obtained from the field studies and investigations shall be submitted in a separate volume as an Appendix to Feasibility Report separately for both Tunnel and Road & Bridge works.
- 4. The Final Feasibility Study Report incorporating comments, revisions and modifications suggested by NHIDCL shall be submitted within 15 days of comments from NHIDCL on draft feasibility study report.

#### 10.4.2.2 Strip Plan and Clearances

- 1. The Consultants shall submit the following documents:
  - *i*(a) Ground Marking of alignment and report on tentative tunnel alignment, section, garade, portal positions and finding altitude and grid reference of the portal and proposed *right-of-way limits to appreciate the requirements of land acquisition;*
  - i. (b)Details of the center line of the proposed widened NH along with the existing and proposed right-of-way limits to appreciate the requirements of land acquisition;
  - ii. The information concerning the area including ownership of land to be acquired for the implementation of the project shall be collected from the revenue and other concerned authorities and presented along with the strip plans;
  - iii. Strip plans showing the position of existing utilities and services indicating clearly the position of their relocation;
  - iv. Details for various clearances such as environment and forest clearances;

Pir Ki Gali Tunnel Page 90 of 325

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

### 10.4.3 **STAGE 3**:

#### 10.4.3.1 Land Acquisition Report

1. The Land acquisition report shall be prepared and submitted for section (package). The report shall include detail schedules about acquisition of landholdings as per revenue records and their locations in a strip plan and also the costs as per district

Pir Ki Gali Tunnel Page 91 of 325

- authorities. Details shall be submitted in land acquisition Performa to be supplied by NHIDCL. The land acquisition report shall be submitted in both Hind and English languages.
- 2. The land acquisition report should be prepared in consultation with affected persons, non-governmental organizations and concerned government agencies and should cover land acquisition and resettlement plan and costs of resettlement and rehabilitation of such affected persons. It should also include plan of compensating afforestation, its land requirement with specific locations and cost involved for undertaking all activities in this regard.

### 10.4.4 **STAGE:** 4

### Draft Detailed Project Report (tunnel and its approaches)

Volume-I, Main Report: This report will present the project background, social analysis of the project, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, traffic studies and demand forecasts designs, cost estimation, environmental aspects, economic and commercial analyses and conclusions. The report shall include Executive Summary giving brief accounts of the findings of the study and recommendations including what not limited to the reports such as General Project Description, Horizontal and Vertical Tunnel Alignment, Typical cross section, Pavement, Tunnel Safety concept, Ventilation Concept and design, Ventilation shafts etc., Hydraulic Design, Construction Method, Geotechnical/Geological evaluation (Geotechnical Factual report, Geotechnical Interpretive Report, High Resolution Satellite Imagery) and Rock Mass classification, Tunnel Support System, Portal Design and Construction Time, Construction Cost etc.

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

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

Volume - II, Design Report: This volume shall contain design calculations, supported by computer printout of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the study. The design report will be in two parts. Part-I shall primarily deal with the design of bridges, tunnels and cross-drainage structures while Part-II shall deal with the design of road features and pavement composition. The sub-soil exploration report including the complete details of boring done, bore log report, geotechnical base line report, comparison between

Pir Ki Gali Tunnel Page 92 of 325

conventional and TBM construction, analyses and interpretation of data and the selection of design parameters shall be included as an Appendix to the Design Report.

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

Volume - III, Materials Report: The Materials Report shall contain details concerning the proposed borrow areas and quarries for construction materials and possible sources of water for construction purposes. The report shall include details on locations of borrow areas and quarries shown on maps and charts and also the estimated quantities with mass haul diagram including possible end use with leads involved, the details of sampling and testing carried out and results in the form of important index values with possible end use thereof. Reports such as Seismicity and Siesmo-Techtonics, Construction Material Survey, Chemical Analysis, Geological Report, Report of Water sample, Topographic Survey Report, Rock Analysis etc.

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

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

Volume - IV, Environmental Assessment Report including Environmental Management Plan (EMP) & Resettlement Action Plan (RAP): The Report shall be prepared conforming to the Guidelines of the Government of India, State Government and World Bank / ADB as appropriate for construction package. The report should invariably include but not limited to the reports such as Muck Disposal Plan, Landslide mitigation, Snow Avalanche Mitigation, Solid Waste Management, Energy Alternatives, Health Care, Noise Pollution & Air control, R & R reposts, Environmental Monitoring, Summary of cost, etc. in addition to relevant report for road portion.

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

Pir Ki Gali Tunnel Page 93 of 325

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

The rates for material, labour and machinery should be based on the "Standard Data Book for Analysis of Rates" (SoR) of Ministry of Road Transport and Highways published by Indian Road Congress (IRC). Where the SoR rates do not cover all items for tunnel construction works, all machinery, labour and/or material rates concerning tunnel construction should be determined from international price data of the relevant year and verified with actual Indian highway tunnel projects with similar layout and boundary conditions (such as Pahtnitop Tunnel and Rohtang Tunnel).

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

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

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

#### • General

- (i) Area Map (1:200000/ 1:75000)
- (ii) General Layout Tunnel Plan view (1:10000)
- (iii) General layout Tunnel- Longitudinal Section (1:10000)
- (iv) Geotechnical Longitudinal Section of Tunnel with Ground condition and support (1:10000)
- (v) Tunnel System and Installations (N.T.S)
- (vi) General Construction Sequence (N.T.S)
- Geometry
  - (i) Typical cross Section of Tunnel, Clearance profile and installations, Jet Fan Cabinet, clearance profile and installations, Inner Lining - (1:50)
- Hydraulic System
  - (i) General Schematic layout, plan view (N.T.S.)

Pir Ki Gali Tunnel Page 94 of 325

#### • Excavation

Excavation and primary support of tunnel and ventilation shafts in all support categories- 1:100

Ventilation shafts

Typical cross section- 1:50, 1:1000

Main & Subsidiary measuring sections- 1:100

- E&M
  - (i) Elementary diagram of safety installations-1:10000
  - (ii) Typical cross section installations: 1:100
  - (iii) Power supply scheme: N.T.S
  - (iv) Schematic Layout of technical equipment in front and in the inner area of the tunnel N.T.S
  - (v) Schematic layout of main tunnel lighting N.T.S
  - (vi) Schematic diagram of video surveillance system-N.T.S
  - (vii) Schematic diagram of Fire alarm and detection system- N.T.S
  - (viii) Schematic diagram of Integrated tunnel control system- N.T.S
  - (xi) Operators workplaces main control center N.T.S

#### **Road Portion**

- Horizontal Alignment and Longitudinal Profile.
- Cross-section @ 50m interval along the alignment within ROW
- Typical Cross-Sections with details of pavement structure.
- Detailed Working Drawings for individual Culverts and Cross Drainage Structures.
- Detailed Working Drawings for individual Bridges, tunnels and Structures.
- Detailed Drawings for Improvement of At-Grade and Grade-Separated
- Intersections and Interchanges.
- Drawings for Road Sign, Markings, Toll Plazas, and other Facilities.
- Schematic Diagrams (linear chart) indicating but be not limited to be following:
  - Widening scheme;
  - o Locations of median openings, intersections, interchanges, underpasses,

Pir Ki Gali Tunnel Page **95** of **325** 

- overpasses, bypasses;
- Locations of service roads;
- Location of traffic signals, traffic signs, road markings, safety features; and, Locations of toll plaza, parking areas, weighing stations, bus bays, rest areas, if any.
- Drawings for toll plaza, Bus Bays, Parking areas, Rest areas, weighing stations etc. All drawings will be prepared in A2 size sheets. The format for plan, cross section and profile drawings shall be finalised in consultation with the concerned NHIDCL officers. The drawings shall also include details of all BM and reference pillars, HIP and VIP. The co-ordinates of all points should be referenced to a common datum, preferably GTS referencing system. The drawings shall also include the locations of all traffic safety features including traffic signals, signs, markings, crash barriers, delineators and rest areas, busbays, parking areas etc. The typical cross-section drawings should indicate the scheme for future widening of the carriageway. The proposed cross-sections of road segment passing through urban areas should indicate the provisions for pedestrian movements and suitable measures for surface and sub-surface drainage and lighting, as required

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

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

#### 10.4.5 STAGE: 5

#### **10.4.5.1 Technical Schedules**

1. Civil Work Contract Agreement: A civil works contract agreement shall be submitted.

#### 10.4.6 STAGE: 6

#### 10.4.6.1 LA & Clearances II Report

- 1. Draft 3a, 3A, 3D notification shall be submitted by the consultant.
- 2. All the necessary project related clearances such as environment, forest and wildlife clearance from MOEF, Railways in respect of ROB/ RUBs, Irrigation Deptt and any other concerned agencies shall be obtained by the consultant. The final approvals shall be obtained and submitted to NHIDCL so that project implementation can straight away proceed without any hold up. For utility clearances, consultant shall prepare draft utility shifting estimates using the latest Schedule of Rates and obtain final approval from utility agency and NHIDCL.

### 11. Interaction with NHIDCL

Pir Ki Gali Tunnel Page 96 of 325

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

#### 12. Payment Schedule

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

#### 13. Data and Software

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

# i. Engineering Investigations and Traffic Studies:

Roads: Road Inventory, Condition, Roughness, Test Pit (Pavement composition), Benkelman Beam Deflection, Material Investigation including test results for subgrade soils, Traffic Studies(traffic surveys), axle load surveys, Sub-soil Exploration, Drainage Inventory, Inventory data for bridge and culverts indicating rehabilitation, new construction requirement etc. in MS EXCEL or any other format

Pir Ki Gali Tunnel Page 97 of 325

which could be imported to widely used utility packages.

**Tunnels**: General Geology, Structural data, Engineering Geology, description of Ground pattern, salinity and coefficient of permeability.

Topographical Survey and mapping, Structural Stereographical maps Isopak maps, preparation of cross section, Rock Mass property, Rock stresses, Ground water conditions, Geothermal Ground gradient, Inflammable gases,

- ii. Topographic Surveys and Drawings: All topographic data would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard highway design software. The drawing files would be submitted in dxf or dwg format.
- iii. Rate Analysis: The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.
- iv. Economic and Financial Analysis
  - 2. **Software**: The Consultant shall also hand-over to NHIDCL CD's containing any general software including the financial model which has been specifically developed for the project.
    - The CD's should be properly indexed and a catalogue giving contents of all CD's and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to NHIDCL at the time of submission of the Final Report.
  - 3. Consultant shall include editable soft copies of the final versions of all documents, including but not limited to the strip plan, plan & profile drawings, cross sections of right of way and details of structures as well as any cost workings.

Pir Ki Gali Tunnel Page 98 of 325

### **Enclosure-I**

## **MANNING SCHEDULE**

## Package No.

SI. No	Key Personnel	<b>Total Man Months</b>
51. 110	Key i ersonner	(08 Months)
1	Team Leader Cum Senior Tunnel Expert	8
2	Tunnel Design Expert	8
3	Senior Geotechnical Expert	8
4	Senior ventilation & fire Safety Expert	4
5	Senior E& M Engineer	4
6	Senior Geologist	8
7	Senior Surveyor Engineer	8
8	Environmental Specialist	2
9	Material Engineer	6
10	Highway cum Pavement Engineer	4
11	Quantity Surveyor/Documentation Officer	4
	Total	64

Pir Ki Gali Tunnel Page 99 of 325

### **Enclosure-II**

# **Qualification and Experience Requirement of Key Personnel**

# 1. Team Leader cum Senior Tunnel Expert

I	Educational Qualification	
	Essential	Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering
	Desirable	Post Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering
II	Essential Experience	
a)	Total Professional Experience	Min. 20 years
b)	Experience in Tunnel projects	(i) Professional experience in handling major tunnel projects (Road/Rail/Metro)  (ii) Experience in major tunnel construction/construction supervision projects (Road/Rail/Metro)  (iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)  (iv) Experience in DPR preparation of minimum 5 km Tunnel length  (v) Experience in construction/construction supervision/ preparation of DPR/feasibility report of major tunnel projects (Road/Rail/metro) using NATM
c)	Experience in similar capacity	(i) Experience as Team Leader or similar capacity in major tunnel construction/construction supervision projects (Road/Rail/Metro)  (ii) Experience as Team Leader or similar capacity in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)
III	Age Limit	65 years on the date of submission of proposal

# **Qualification and Experience Requirement of Key Personnel**

## 2.Tunnel Design Expert

I	<b>Educational Qualification</b>		
	Essential	Degree in Civil/ Mining Engineering	
	Desirable	Post Graduation in Design/ Structural Engineering or equivalent.	
II	<b>Essential Experience</b>		
	a)Total Professional Experience	Min. 15 years	
	b) Francisco de Trancis de	(i) Professional Experience in handling major tunnel projects (Road/Rail/Metro)  (ii) Experience of major tunnel construction/construction supervision projects	
	b) Experience in Tunnel projects	(Road/Rail/Metro)  (iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)	
	c) Experience in similar capacity	(i) Professional Experience as Tunnel Design Engineer (Structural)  (ii) Experience as Tunnel Design Engineer (Structural) of major tunnel construction/construction supervision projects (Road/Rail/Metro)  (iii) Experience as Tunnel Design Engineer (Structural) of major tunnel for preparation of DPR projects (Road/Rail/Metro)  (iv)Experience as Tunnel Design Engineer (Structural) in preparation of DPR/ Feasibility report of major tunnel projects (Road/Rail/Metro) using NATM	
III	Age Limit	65 years on the date of submission of Proposal	

## **Qualification and Experience Requirement of Key Personnel**

## 3. Senior Geotechnical Expert

I	Educational Qualification		
	Essential	Civil Engineering/Mining Engineering / Engineering Geology	
	Desirable	Geotechnical Engineering /Foundation Engineering/Rock Mechanics/Geo science or equivalent	
II	<b>Essential Experience</b>		
	a) Total Professional Experience	Min. 15 years	
	b) Experience in Tunnel Projects	(i) Professional experience in handling major tunnel projects (Road/Rail/Metro)  (ii) Experience in major tunnel construction/construction supervision projects (Road/Rail/Metro)	
		(iii)Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)	
		(i) Professional Experience as Senior Geotechnical Engineer	
	c) Experience in similar capacity	(ii) Experience as Senior Geotechnical Engineer or similar capacity in major tunnel construction/construction supervision projects (Road/Rail/Metro)  (iii) Experience as Senior Geotechnical Engineer or similar capacity in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)	
	A za I i wid	(iv) Experience as Senior Geotechnical Engineer or similar capacity in preparation of DPR/Feasibility report of major tunnel projects (Road/Rail/Metro) using NATM	
III	Age Limit	65 years on the date of submission of proposal	

## **Qualification and Experience Requirement of Key Personnel**

## 4. Senior Ventilation and Fire Safety Expert

I	Educational Qualification		
	Essential	Graduate in Electrical/Mechanical/Ventilation Engineering or equivalent	
	Desirable	Post Graduation in Ventilation/Fire Safety or equivalent	
II	Essential Experience		
	a) Total Professional Experience	Min. 15 years	
	b) Experience in Relevant works	<ul> <li>(i) Professional Experience in Ventilation &amp;/or Fire and Life Safety</li> <li>(ii) Experience in Design of Ventilation for tunnelling projects on major Tunnels in preparation of DPR</li> <li>(iii) Experience in Fire &amp; Life Safety Design for tunnelling projects on major Tunnels in preparation of DPR</li> <li>(iv) Experience in Fire &amp; Life Safety Design for tunnelling projects having design HRR of 200 MW or more on major Tunnel</li> </ul>	
III	Age Limit	65 years on the date of submission of proposal	

## **Qualification and Experience Requirement of Key Personnel**

# 5.Senior E&M Engineer

i)	Educational Qualification		
	Essential	Degree in Electrical/Mechanical Engineering.	
	Desirable	Post Graduation in Degree in	
		Electrical/Mech Engineering.	
ii)	Esser	ntial Experience	
	a) Total Professional Experience	Min. 15 years	
	b) Experience in Tunnel projects	10 years in Tunnel Projects and should have worked for atleast five years as an E&M Engineer for Tunnel Design/ Construction projects.	
	c) Experience in similar capacity	He should have handled atleast two tunnelling projects in similar capacity.	
iii)	Age Limit	65 years on the date of submission of Proposal	

# **Qualification and Experience Requirement of Key Personnel**

## 6.. Senior Geologist

i)	<b>Educational Qualification</b>	
	Essential	Post Graduate Degree in Geology/Related field.
	Desirable	Phd in Geology/Related fields.
ii)	Essential Experience	
	a)Total Professional Experience	Min. 15 years
	b) Experience in Tunnel projects	He should have a minimum 10 years of professional experience and should have involved in project preparation/ DPR/ Tunnel Design for atleast two major Tunnel projects.
	c) Experience in similar capacity	He should have experience in similar capacity per five years on Design/ Construction/ Supervision of Tunnel Projects. The minimum cost of the project handled in the similar capacity should be 2500 Millions
iii)	Age Limit	65 years on the date of submission of Proposal

# **Qualification and Experience Requirement of Key Personnel**

### 7. Senior Survey Engineer

i)	<b>Educational Qualification</b>		
	Essential	Degree or equivalent in Civil Engineering /Diploma in Surveying	
	Desirable	Post Graduation in Survey Engineering/Surveying /Remote Sensing	
ii)	Essential Experience		
	a) Total Professional Experience	Min. 15 years	
	b) Experience in Tunnel Projects	Min. 5 years on similar projects in project preparation and construction & thorough understanding of modern computer based methods of surveying	
	c) Experience in similar capacity	Senior Survey Engineer for projects preparation of highway project (NH/SH/Expressways) involving 2/4/6 laning of minimum aggregate length of 80 km.	
iii)	Age Limit	65 years on the date of submission of Proposal	

## **Qualification and Experience Requirement of Key Personnel**

## **8. Environmental Specialist**

i)	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering/Environmental Engineering / Masters in Environmental Sciences.
	Desirable	Post Graduate in Environmental Engineering.
ii)	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Tunnel projects	Minimum. 5 years in environment impact assessment of highway projects (2/4/6 laning)
	c) Experience in similar capacity	Environmental Specialist in at least two highway projects(2/4/6 laning).
iii)	Age Limit	65 years on the date of submission of Proposal

## Qualification and Experience Requirement of Key Personnel

# 9.Material Engineer

i)	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering/Material
		Science and Engineering or equivalent
	Desirable	Post graduation in Material Science and
		Engineering or equivalent
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway Projects	Minimum 8 years on Tunnel projects in design
		and /or construction. Experience on Tunnel
		projects shall be preferred.
	c) Experience in similar capacity	Material Engineer on highway projects (2/4/6
		lane NH/SH/Expressway) of minimum
		aggregate length of 80 km.
iii)	Age Limit	65 years on the date of submission of
111)		proposal

# **Enclosure-II (contd.)**

# **Qualification and Experience Requirement of Key Personnel**

# 10. Highway cum Pavement Engineer

i)	<b>Educational Qualification</b>		
	Essential	Degree in Civil Engineering or Equivalent	
	Desirable	Post Graduation in Highway Engg/ Transportation Engineering.	
ii)	Essential Experience		
	a) Total Professional Experience	Min. 15 years	
	b) Experience in Tunnel projects	Minimum 10 years experience in pavement design and maintenance of highways	
	c) Experience in similar capacity	Pavement design for major highway projects (2/4/6 lane NH/SH/ Expressways) of minimum aggregate length of 80 km	
iii)	Age Limit	65 years on the date of submission of Proposal	

# **Enclosure-II (contd.)**

# Qualification and Experience Requirement of Key Personnel

# 11. Quantity Surveyor/Documentation Officer

i)	<b>Educational Qualification</b>		
		Graduate or equivalent in Civil Engineering /	
	Essential	Certificate course from 'Institution of Quantity	
		Surveying'	
	Desirable	Post Graduation or Equivalent in Civil	
	Desirable	Engineering	
ii)	Essential Experience		
	a) Total Professional Experience	Min. 15 years	
		Min. 5 years in Preparation of Bill of	
		Quantities, Contract documents and	
	b) Experience in Highway Projects	documentation for major highway projects	
		involving two/ four laning. Experience in Tunnel	
		projects shall be preferred.	
	c) Experience in similar capacity	Quantity Surveyor / Documentation Officer in	
	c) Experience in similar capacity	Tunnel projects	
iii)	Age Limit	65 years on the date of submission of	
111)	Age Limit	proposal	

Enclosure-III Schedule for submission of Reports and Documents

Stage No.	Activity	No. of copies	Time Period in days from date of commencement
1	Monthly Reports	3	by 10 <sup>th</sup> day of every month
2	Inception Report		
	(i) Draft Inception Report including QAP document	2	21
	(ii) Final Inception Report including QAP document	3	30
3	F.S. REPORT		
	i) Draft Feasibility Study Report including option study report	2	75
	ii) Comments of client	1	90
	iii) Final Feasibility Study Report incorporating compliance of comments of Client.	4	105
4	LA & Clearances I Report		
	i) Draft LA & Clearances I Report	2	90
	ii) Comments of client	1	105
	iii) Final Geotechnical Factual report	2	105
	iv) Final Geotechnical Interpretative Report	2	105
	v) High Resolution Satellite Imagery	2	105
	(vi) Final LA & Clearances	2	
	I Report incorporating	4	120
	compliance of comments of Client		
5	Detailed Project Report		

Stage No.	Activity	No. of copies	Time Period in days from date of commencement
	i) Draft DPR	2	165
	ii) Comments of client	1	195
	iii) Final DPR incorporating compliance of comments of Client	6	210
6	<b>Technical Schedules</b>		
	i) Draft Technical Schedules	2	135
	ii) Comments of client	1	150
	iii) Final Technical schedule	3	165
7	LA & Clearances II Report	6	
	•	Original letters	
	Approval of Project clearances from	from the	
	concerned agencies e.g. from MOEF;	concerned	
	Irrigation Dept., Land Acquisitions:	agencies and 5	240
	3(a),3(A), 3(D) Notifications or	photocopies of	
	equivalent	each.3 copies	
		each	

<sup>\*</sup>Note: In addition to Hard Copy the Consultant is required to submit the soft copy of the reports to the HQ & PMU

APPENDIX-II

#### Form-E1

#### **Proof of Eligibilty**

Letter of Proposal (On Applicant's letter head)

(Date and Reference)
To,
*****
*****
*****
Sub: Appointment of Consultant for preparation of Detailed Project Report for
Dear Sir,
With reference to your RFP Document dated, I/we i.e M/s
(Name of Bidder) having examined all relevant documents and
understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is
unconditional and unqualified.

- 2. All information provided in the proposal (hard copies as well as Infracon portal including Team ID no) and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
- 4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial

authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

- 7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.7 of the RFP document.
- 8. I/We declare that we/any member of the Joint Venture, are/is not a Member of any other Joint Venture applying for Selection as a Consultant.
- 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
- 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- 13. The Bid Security of Rs. 2,00,000/- (Rupees Two Lakh only) in the form of a 'Demand Draft/ Receipt of the online payment' is attached, in accordance with the RFP document.
- 14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 15. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.

2021

- 16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
- 17. In the event of my/our firm/JV being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix VI of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- 19. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and online also through Infracon and CPP portal where applicable. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
- 20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully, (Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant/Lead Member)

2021

			Appendix III
	(Form-T1		
TECHNICAL PROP	<u>OSAL</u>		
FROM:		то:	
			_
Sir:			
Kashmir.	ervice for	in the Union Territory of J	ammu &
/our firm/organization The detail of our subm following IDs:	Consultancy firm herewith enclus Consultant forission through the INFRACON nemail ID	·	
2. Our Uni	que Team ID		
	oosed Key Personnel email ID h designation	1. 2. 3.	
	the information submitted in IN be personally responsible for any m		
	Y	ours faithfully,	
	Signature Full Nam Designat Address	ne	
(Authorized Represen	itative)		

2021

Form-T2	Appendix III
(Deleted)	
Form- T3	<u>Appendix III</u>
(Deleted)	
(Deteteu)	
Form- T4	Appendix III
(Deleted)	

2021

# **Appendix III**

# Form- T5

# COMMENTS/ SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE

1.			
2.			
3.			
4.			
5.			
••••			

2021

**Appendix III** 

Form- T6

(Deleted)

2021

# **Appendix III**

#### Form- T7

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

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

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

2021

# **Appendix III**

#### Form- T8

# Details of Material Testing Facility (Detail are to be uploaded on the INFRACON portal along with the certificates)

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

### **Appendix III**

# Form- T9 Facility for Field investigation and Testing

- 1. State whether the Applicant has in-house Facility for
- a) Airborne Electromagnetic Survey (AEM) Available/ Outsourced/ Not Available
- b) Geo-technical investigation & Directional Coring Available/ Outsourced/ Not Available
- 2. In case answer to 1 is Available a list of field investigation and testing equipments available in-house.
- 3. In case answer to 1 is Outsourced/ Not Available arrangements made/proposed to be made for each of above Field investigation and testing.

2021

**Appendix III** 

# Form- T10 Office Equipment and Software

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

2021

**Appendix III** 

#### Form- T11

(Curriculum Vitae for Key Personnel and Undertakings)

- 1) CVs of the Key Personnel should be uploaded on INFRACON.
- 2) Undertakings.

Name of Work:
Position in the Team:
I,
I, the undersigned, also certify that to the best of my knowledge and belief, my biodata, information and credentials uploaded on INFRACON portal truly describe myself, my qualification and my experience. I shall be liable for any action, as deemed fit, in case there is any mis-representation in this regard.
Date: Place:
Signature (Name of Key Personnel)

2021

# **UNDERTAKING FROM CONSULTING FIRM**

Name of Work:
The undersigned on behalf of
We understand that if any information about our firm/JV Member/Associate / Key Personnel is found contrary to what has been uploaded on INFRACON, the Client would be at liberty to remove the concerned personnel from the present assignment and debar our firm/JV Member/Associate / Key Personnel for an appropriate period to be decided by the Client.
Date: Place:
Signature
(Name of Authorized Signatory)

2021

An	pen	dix	IV

(Form-I)					
FINANCIAL PROPOSALS					
FROM:	TO:				
Sir:					
Subject: Consultancy Se - Financial p		in the sta	ite of Jammu & Kashm	ir.	
I/We	Consultant	t/consultancy firm her	rewith confirm that the	duly	
filled financial proposal has be	een uploaded in	the CPP Portal for the	e subject work.		
		Signature	Yours faithfully,		
		Full Name			
		Designation			
		Address_			

(Authorized Representative)

2021

(Form-II)

# Format of Financial Proposal Summary of Cost in Local Currency

Sl No	Package	Name of the Participant/bidder for package
BoQ1	Pir Ki Gali Pass Tunnel	

(Form-III)

#### Note:

If any bidder is interested to apply for any particular package only, they should fill the respective BoQ accordingly, however, they are still required to fill the editable cells in other BoQs in which they are not interested to bid with 0 (zero) value and BoQ with zero values will not be considered for evaluation.

# Package - Estimate of Costs

Tender Inviting	Authority: NHIDCL
and providing and approache	roject: Consultancy Services for Preparation of Detailed Project Report Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel is at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road opian with Bafliaz in Poonch District road in the Union Territory of mir.
Contract No: N	HIDCL/J&K/Mughal Road/Pir Ki Gali Tunnel/2021
Name of the	
Name of the Bidder/	

#### PRICE SCHEDULE

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

NUMBER #	TEXT #	NUM BER #	TE XT #	NUM BER#	NUM BER #	TEXT #
SI. No.	Item Description	Quan tity	Uni ts	BASI C RATE (exclu ding GST) In Figur es To be enter ed by the	TOT AL AMO UNT With out Taxe s	TOTA L AMO UNT (exclu ding GST) In Word s Rs.

				Bidde r in Rs.		
1	2	4	5	13	53	55
<u> </u>	Schedule A (Fixed Lumpsum C		3	13	53	<b>55</b>
1.01	Remuneration for Local Staff (including per diem allowance)					
1.011	A. KEY PROFESSIONALS					
1.0111	Team Leader Cum Senior Tunnel Engineer (1 no)	8.000	Mo nth		0.00	INR Zero Only
1.0112	Tunnel Design Expert (1 no)	8.000	Mo nth		0.00	INR Zero Only
1.0113	Senior Geotechnical Engineer (1 no)	8.000	Mo nth		0.00	INR Zero Only
1.0114	Senior Ventilation and fire Safety Expert (1 no)	4.000	Mo nth		0.00	INR Zero Only
1.012	B. OTHER PROFESSIONALS					•
1.0121	Senior E& M Engineer	4.000	Mo nth		0.00	INR Zero Only
1.0122	Senior Geologist	8.000	Mo nth		0.00	INR Zero Only
1.0123	Senior Surveyor Engineer	8.000	Mo nth		0.00	INR Zero Only
1.0124	Environmental specialist	2.000	Mo nth		0.00	INR Zero Only
1.0125	Material Engineer	6.000	Mo nth		0.00	INR Zero Only
1.0126	Quantity Surveyor/Documentation Expert	4.000	Mo nth		0.00	INR Zero Only

1.0127	Highway cum Pavement Engineer	4.000	Mo nth	0.00	INR Zero Only
1.013	Sub-Professional Staff: (To be assessed by Consultant as per requirement of assignment, Minimum 6 to be deployed)				
1.0131	TBN	1.000	Nos	0.00	INR Zero Only
1.0132	TBN	1.000	Nos	0.00	INR Zero Only
1.02	Support Staff (Fixed Rates)				
1.021	Office Manager (1 No.)	8.000	Mo nth	0.00	INR Zero Only
1.022	Typist (1 No.)	8.000	Mo nth	0.00	INR Zero Only
1.023	Office Boy (1 No.)	8.000	Mo nth	0.00	INR Zero Only
1.024	Night Watchman (1 No.)	8.000	Mo nth	0.00	INR Zero Only
1.03	Transportation (Fixed costs)				
1.031	The vehicles hired by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for use of consultants (2 Vehicle for 8 months each)	16.00 0	Mo nths	0.00	INR Zero Only
1.04	Duty Travel to Site (Fixed Costs)				
1.041	All Trips	1.000	LS	0.00	INR Zero Only
1.05	Office Rent (Fixed Costs)				

1.051	The rent cost includes operation & maintenance, cleaning, repairs, etc for entire duration of services.	8.000	Mo nths	0.00	INR Zero Only
1.06	Office Supplies, Utilities and Communication (Fixed Costs)				
1.061	Office Supplies, Drafting Supplies, Computor Running Costs, Domestic and International Communication	6.000	Mo nths	0.00	INR Zero Only
1.07	Office Furniture and Equipment (Fixed costs)				
1.071	Office Furniture and Equipment	1.000	LS	0.00	INR Zero Only
1.08	Reports and Document (Fixed costs)				
1.081	Monthly Report (03 sets)	24.00	Nos	0.00	INR Zero Only
1.082	Inception Report & QAP	3.000	Nos	0.00	INR Zero Only
1.083	Environment and Social Impact Screening Report	4.000	Nos	0.00	INR Zero Only
1.084	Draft Feasibility Report	4.000	Nos	0.00	INR Zero Only
1.085	Final Feasibility Report	6.000	Nos	0.00	INR Zero Only
1.086	Strip Plan with L.A. Reports	6.000	Nos	0.00	INR Zero Only
1.087	Draft LA and Clearances I Report	4.000	Nos	0.00	INR Zero Only
1.088	Final LA and Clearances I Report	4.000	Nos	0.00	INR Zero Only
1.089	Draft Environmental Assessment report & RAP	4.000	Nos	0.00	INR Zero Only

1.090	Final Environmental Assessment	6.000	Nos	0.00	INR
	report & RAP				Zero
					Only
1.091	Draft Detailed Design Report &	4.000	Nos	0.00	INR
	Drawings etc.				Zero
					Only
1.092	Draft EMP	4.000	Nos	0.00	INR
					Zero
					Only
1.093	Draft Bidding Documents	4.000	Nos	0.00	INR
					Zero
					Only
1.094	Final Detailed Project Report with	6.000	Nos	0.00	INR
	Bill of Quantities, Cost Estimates,				Zero
	Updated Drawings etc.				Only
1.095	Final EMP	6.000	Nos	0.00	INR
					Zero
					Only
1.096	Final Bidding Documents	6.000	Nos	0.00	INR
					Zero
					Only
1.097	Draft 3(a) ,3(A) and 3(D)	9.000	Nos	0.00	INR
	notification for land acquisition( 3				Zero
	copies each)				Only
1.098	LA & Clearances II Report	6.000	Nos	0.00	INR
					Zero
					Only
1.10	Survey and Investigation				
	A. Topographical Survey (Fixed				
1.101	Rate)				
	,				
1.1011	Complete Topographic Survey				
	using mobile/ aerial LiDAR or				
	equivalent/better technology for				
	project approach area including				
	hire charges for equipment and			_	INR
	supply of survey teams comprising	1.000	LS	0.00	Zero
	of project survey filed staff etc.				Only
	inclusive of cost of materials,				
	labourer, preparation of Drawings				
	and their submission as per				
	contract provision.				
4.422					
1.102	B. Investigation (Fixed cost)				

1.1021	All investigations/surveys including Road and Bridge Inventory, FWD Test and Pavement Evaluation, Roughness Survey, Axle Load Survey, Material Survey and Investigation, Sub-grade Investigation, Traffic Survey, Socio-economic & Census Survey/Studies, Land Acquisition Studies, etc.	1.000	LS	0.00	INR Zero Only
2	Schedule B (Item rate costs)				
2.01	Sub-soil Investigation & Other Works				
2.011	Sub-Soil Investigation				
2.0111	a) Boring in all type of soils (other than hard rock)	2000. 000	Met re	0.00	INR Zero Only
2.0112	b) Boring in hard rock	500.0 00	Met re	0.00	INR Zero Only
2.012	Resistivity based Geo-physical Investigations at portal locations of Tunnel.	1.000	LS	0.00	INR Zero Only
2.02	Cost of supply and fixing Boundary Pillars				
2.021	Procuring and fixing boundary pillars and its installation, complete in all respect as per IRC:25,1967: Consultant shall fix boundary pillars along the proposed alignment on the extreme boundary on either side of the project Highway at 50 m interval.	1.000	LS	0.00	INR Zero Only
2.03	Land Acquisition Team including support staff and logistics/transportation				
2.031	A. Land acquisition Team including support staff				
2.0311	Ex-Land Revenue Inspector/Officer or equivalent	4.000	Mo nths	0.00	INR Zero Only

Quoted Rate in Words			INF	R Zero	Only	
Total in Figures	Grand Total (Schedule A+B)				0.00	INR Zero Only
2.0323	Vehicles (Bolero or equivalent) with monthly running limit of 4000 km	8.000	Mo nths		0.00	INR Zero Only
2.0322	Printers	8.000	Mo nths		0.00	INR Zero Only
2.0321	Team Computer including necessary peripherals	8.000	Mo nths		0.00	INR Zero Only
2.032	B. Logistics for Land acquisition	4.000	Mo nths		0.00	Zero Only
2.0314	Typist Peon	4.000	Mo nths		0.00	INR Zero Only INR
2.0313	Ex-Patwari or equivalent	4.000	Mo nths		0.00	INR Zero Only
2.0312	Ex-Kanoongo/ Girdawar or equivalent	4.000	Mo nths		0.00	INR Zero Only

<sup>\*\*</sup> Total Cost excluding GST shall be considered for financial evaluation

Note: No escalation will be payable during the services

Insurances shall not be allowed separately . These will be incidental to main items. Rates for all items shall be quoted in figures as well as in words.

#### Appendix-V

#### **DETAILED EVALUATION CRITERIA**

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

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

The sole applicant firm shall satisfy all the criteria of 12.1 (A) of Table-1.

(i) A Firm applying should have Experience of preparation of Detailed Project Report for Road/Rail/Metro tunnels of aggregate length equal to the indicative length of the package (8.5 km). Firm should have also prepared DPR for atleast one project of Road/Rail/Metro tunnel of minimum length of 4 Km or feasibility study of Road/Rail/Metro tunnels of minimum length of 6 Km.

S. No.	Package No.	Indicative Length of Tunnel for	Minimum Aggregate Length required of Tunnel	Minimum length of one Eligible Projec Tunnel		
			DPRy = Tentative Length	DPR = 0.4 x Indicative Length	Feasibility = 0.6 x ndicative Length	
1	2	3	4	5	6	
			A			
	I	8.5 Km	=8.5 Km	3.4 Km	5.1 Km	

(ii) Annual Average Turn Over for the last 5 years {In cases where, Audited/Certified copy of Balance Sheet for the FY 2020-21 is available, last five years shall be counted from 2016-17 to 2020-21. However, where audited/certified copy of the Balance Sheet for the FY 2020 -21 is not available (as certified by the Statutory auditor) then in such cases last five years shall be considered from 2015-16 to 2019-20} of the firm from Consultancy services should be equal to more than Rs 5 crore.

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

In case of JV, the Lead Partner should fulfil at least 75% of eligibility requirements under Sr. No. 12.1 (A) of Table-1 and the other partner shall fulfil at least 50% of eligibility requirement under Sr. No. 12.1 (A) of Table-1 or 100% of eligibility requirement under Sr. No. 12.1 (B) or

12.1 (C) of Table-1. Combinedly the JV must satisfy 100% of eligibility requirements under Sr. No. 12.1 (A) of Table-1..

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

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

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

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

# 2.1. Firm's Relevant Experience

S. No	Description	Maximum Points	<b>Sub-Points</b>
1	Specific experience of the DPR consultancy related to the assignment for eligibility	1:	5
1.1	Aggregate length of DPR/Feasibility study of Road/Rail/Metro Tunnel projects	8	
1.1.1	More than the indicative length		6
1.1.2	More than 1.5 times the indicatve length		7
1.1.3	More than 2 times the indicative length		8
1.2	DPR of Road/Rail/Metro Tunnel projects each equal to or more than 40% of indicative tunnel length (or Feasibility Study for Road/Rail/Metro tunnel project each equal to or more than 60% of indicative tunnel length)	7	
1.2.1	1 project		5
1.2.2	2 projects		6
1.2.3	3 or more projects		7
2	Specific experience of firms in terms of turnover	5	
2.1	Firm Average Turnover of last 5 years >= 50 crore		5

2.2	Firm Average Turnover of last 5 years > = 20 crore but < 50 crore		4.5
2.3	Firm's Average Turnover of last 5 years < 20 crore		4
3	DPR for Road/Rail/Metro tunnel projects in hills or at an elevation of more than 1000m	10	
3.1	1 project		6
03.2	2 projects		8
3.3	3 projects		10
4	Carried out Airborne Electromagnetic Survey (AEM)	10	
	(non-intrusive geophysical survey) to the depth of 300		
	M and have successfully prepared interpretative		
	engineering geological model using the data so		
	obtained		
	OR		
	Directional Coring for investigating preparing record of		
	ground conditions and geological information for a		
	minimum horizontal length of 500M at a depth of		
	200M of more from ground surface		
4.1	1 Tunnel / project		6
4.2	2 Tunnels/ projects		8
4.3	3 Tunnels/ projects or more		10

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

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

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

# 2.2 Material testing, Survey and investigation, equipment and software proposed to be used

S. No	. Description		Maxim m Points	ıu	Sub- Points
1	Availability of Material Testing Facilities with 3 persons/resources having operational skills of the equipment				
1.1	Owned* (Available In House)				3.00
1.2	Outsourced (Hire basis/Through Associate)				2.25
regard	Il be ascertained through the ownership evidence uploaded to major equipments required for testing of material action of Highway Project.				
2	Availability of Field Investigation Facilities wi persons/resources having operational skills of the equipment		2		
2.1	Owned** (Available In House)				2.00
2.2	Outsourced (Hire basis/Through Associate)				1.5
	all be ascertained through ownership evidence uploaded ruction of Highway Project.	on	INFR <i>A</i>	АC	ON for
3	Availability of Office Equipment and Software with persons/resources having operational skills of the equipment	3			
3.1	Owned*** (Available In House)			3.	00
3.2	Outsourced (Hire basis/Through Associate)			2.	25
	hall be ascertained through ownership evidence uploaded ardware/software required for Highway consultancy assign			AC	ON for
4	Experience in LiDAR or better technology for topographic survey (Infrastructure sector)	5			
4.1	1 project			1	
4.2	2 projects			2	
4.3	3 projects			3	
4.4	4 projects			4	
4.5	≥ 5 projects			5	
5	Experience in using GPR and Induction Locator or better technologies for detection of sub-surface utilities	4			

	(Infrastructure sector)		
5.1	1 project		1
5.2	2 projects		2
5.3	3 projects		3
5.4	≥ 4 projects		4
6	Experience in digitization of cadastral maps for land surveys	3	
6.1	Area upto 100 ha		1
6.2	Area between 100-500 ha		2
6.3	Area > 500 ha		3

# 2.4. Qualification and Competence of the Key Staff for adequacy of the Assignment. (Para 12.2 of Data Sheet and Enclosure II of TOR)

# 2.4.1 TEAM LEADER cum SENIOR TUNNEL EXPERT

S. No.	Description		Max. Points
I	General Qualification		25
i)	i) Degree in Civil Engineering/Tunnel Engineering / Mining Engineering		20
ii)	i) Post Graduation in Civil Engineering /Tunnel Engineering/Mining Engineering		5
II	I Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		10
	<20 years	0	
	20-25 years	8	
	>25-28 years	9	
	>28 years	10	
(b)	Experience in Tunnel Projects		40
	(i) Professional experience in handling ma	ajor tunnel projects (Road/Rail/Metro)	8
	<12 years	0	
	>=12 – 14 years	6	
	>14 – 15 years	7	
	>15years	8	
	(ii) Experience in major tunnel construct	ion/construction supervision projects	
	(Road/Rail/Metro)		8
	<10 years	0	
	>=10 – 12 years	7	
	>12 years	8	
	(iii)Experience in preparation of DPR or	Feasibility report of major tunnel	8

	projects (Road/Rail/Metro)		
	<10 years	0	
	>=10 – 12 years	7	
	>12 years	8	
	(iv) Experience in DPR preparation of r	ninimum 5 km Tunnel length	8
	< 3 projects	0	
	3 or more projects	8	
	(v) Experience in construction/cons DPR/feasibility report of major tunnel p	struction supervision/ preparation of	8
	<10 years	0	
	>=10 - 12 years	7	
	>12 years	8	
c)	Experience in Similar Capacity	· ·	20
	(i) Experience as Team Leader of construction/construction supervision p		10
	=2 projects	8	
	= 3 to 5 projects	9	
	= 3 to 5 projects > 5 or more	9 10	
		10 r capacity in preparation of DPR or	10
	> 5 or more (ii) Experience as Team Leader or similar	10 r capacity in preparation of DPR or	10
	> 5 or more (ii) Experience as Team Leader or similar Feasibility report of major tunnel project	r capacity in preparation of DPR or (Road/Rail/Metro)	10
	> 5 or more (ii) Experience as Team Leader or similar Feasibility report of major tunnel project =2 projects	r capacity in preparation of DPR or (S (Road/Rail/Metro)	
III	> 5 or more (ii) Experience as Team Leader or similar Feasibility report of major tunnel project =2 projects = 3 to 5 projects	10 r capacity in preparation of DPR or (s (Road/Rail/Metro))  8	10
III	> 5 or more (ii) Experience as Team Leader or similar Feasibility report of major tunnel project = 2 projects = 3 to 5 projects > 5 or more	10 r capacity in preparation of DPR or (Road/Rail/Metro)  8 9 10	
III	> 5 or more  (ii) Experience as Team Leader or similar Feasibility report of major tunnel project =2 projects = 3 to 5 projects > 5 or more  Employment with Firm  Less than 1 Year	10 r capacity in preparation of DPR or (s (Road/Rail/Metro))  8	
III	> 5 or more  (ii) Experience as Team Leader or similar Feasibility report of major tunnel project = 2 projects = 3 to 5 projects > 5 or more  Employment with Firm	10 r capacity in preparation of DPR or (Road/Rail/Metro)  8 9 10	

• Major Tunnel Project = having length more than 1.5 km.

# 2.4.2 **Tunnel Design Expert**

Sr. No.	Desc	ription	Max. Point
I	General Qualification	•	25
i)	Degree in Civil/ Mining Engineering		20
ii)	Post Graduation in Design/Structural Eng	gineering or equivalent	5
II	Relevant Experience & Adequacy for	<u> </u>	70
a)	Total Professional Experience	•	10
	<15 years	0	
	15-20 years	8	
	>20 -25years	9	
	>25years	10	
<b>b</b> )	<b>Experience in Tunnel Projects</b>		30
	(i) Professional Experience in (Road/Rail/Metro)	handling major tunnel projects	10
	<10 years	0	
	>=10-12 years	6	
	>12 -14 years	8	
	>14 years	10	
	(ii) Experience of major tunnel constru (Road/Rail/Metro)	uction/construction supervision projects	10
	<10 years	0	
	>=10-12 years	6	
	>12 -14 years	8	
	>14 years	10	
	(iii) Experience in preparation of DI projects (Road/Rail/Metro)	PR or Feasibility report of major tunnel	10
	<10 years	0	
	>=10-12 years	6	
	>12 -14 years	8	
	>14 years	10	
c)	Experience in Similar Capacity		30
	(i) Professional Experience as Tunnel	Design Engineer (Structural)	8
	<8 years	0	
	>=8-10 years	6	
	>10 – 12 years	7	
	>12 years	8	
	(ii) Experience as Tunnel Design Engineer (Structural) of major tunnel construction/construction supervision projects (Road/Rail/Metro)		8
	<8 years	0	
	>=8 – 10 years	6	
	>10-12 years	7	
	>12 years8	8	
	(iii) Experience as Tunnel Design Engineer (Structural) of major tunnel for preparation of DPR projects (Road/Rail/Metro)		

	<8 years	0	
	>=8 - 10 years	5	
	>10-12 years	6	
	>12 years	7	
	(iv)Experience as Tunnel Design En Feasibility report of major tunnel p		7
	< 3 projects	0	
	>=3-5 projects	6	
	5 or more projects	7	
III	Employment with Firm		5
	Less than 1 Year	0	
	1-2 years	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks	5	
	Total		100

<sup>•</sup> Major Tunnel Project = having length more than 1.5 km.

# 2.4.3 Senior Geotechnical Expert

S. No.	Description		Max. Points
I	General Qualification		25
i	Degree in Civil Engineering/Mining	Engineering / Engineering Geology	20
	Post Graduation in Geotechnical E		
ii	Mechanics/Geo science or equivaler		5
II	Relevant Experience & Adequacy	for the Project	70
a	Total Professional Experience		10
	<15 years	0	
	15-20 years	8	
	>20 -25 years	9	
	>25years	10	
(b)	<b>Experience in Tunnel Projects</b>		30
	(i) Professional experience in (Road/Rail/Metro)	n handling major tunnel projects	10
	<10 years	0	
	>=10-12 years	6	
	>12 -14 years	8	
	>14 years	10	
	(ii) Experience in major tunnel comprojects (Road/Rail/Metro)	nstruction/construction supervision	10
	<10 years	0	
	>=10-12 years	6	
	>12 -14 years	8	
	>14 years	10	
	(iii)Experience in preparation of	DPR or Feasibility report of major tunnel	
	projects (Road/Rail/Metro)		10
	<10 years	0	

	>=10-12 years	6	
	>12 -14 years	8	
	>14 years	10	
c)	Experience in Similar Capacity		30
		hnical Engineer or similar capacity in	10
	major tunnel construction/	construction supervision projects	
	(Road/Rail/Metro)		
	<8 years	0	
	>=8 - 10 years	6	
	>10-12 years	8	
	>12 years	10	
		chnical Engineer or similar capacity in	
		ility report of major tunnel projects	10
	(Road/Rail/Metro)	0	10
	<8 years	0	
	>=8 – 10 years	6	
	>10-12 years	8	
	>12 years8	10	
		onstruction supervision/ preparation of	10
		unnel projects (Road/Rail/metro) using	
	NATM		
	<8 years	0	
	>=8 – 10 years	8	
	>10-12 years	10	
	<8 years	0	
Ш	Employment with Firm		5
	Less than 1 Year	0	
	1-2 years	3	
	Add 0.5 marks for each subsequent	5	
	year subject to maximum of 2	į	
	marks		
	Total		100

• Major Tunnel Project = having length more than 1.5 km.

# 2.4.4 Senior Ventilation and Fire Safety Expert

Sr. No.	Description		Max. Points
I	General Qualification		25
i)	Graduate in Electrical/Mechanical/Ventilation En	ngineering or equivalent	20
ii)	Post Graduation in Ventilation/Fire Safety or eq	uivalent	5
II	Relevant Experience & Adequacy for the Pro	ject	70
a)	<b>Total Professional Experience</b>		15
	<15 years	0	
	15-20 years	10	
	>20 -25 years	13	
	>25years	15	
b)	Experience in Relevant works		50
	(i) Professional Experience in Ventilation &/or	r Fire and Life Safety	12
	<10 years	0	
	>=10-12 years	9	
	>12 -14 years	11	
	>14 years	12	
	(ii) Experience in Design of Ventilation for tun Tunnels in preparation of DPR	nnelling projects on major	12
	< 2 projects	0	
	2 projects	9	
	3 projects	11	
	4 or more projects	12	
	(iii) Experience in Fire & Life Safety Design 1 Tunnels in preparation of DPR	for tunnelling projects on major	12
	< 2 projects	0	
	2 projects	9	
	3 projects	11	
	4 or more projects	12	
	(iv) Experience in Fire & Life Safety Design design HRR of 200 MW or more on major Tu		14
	< 1 projects	0	
	1 projects	9	
	2 projects	12	
	3 or more projects	14	
II	Employment with Firm		5
	Less than 1 Year	0	
	1-2 years	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks	5	
	Total		100

<sup>•</sup> Major Tunnel Project = having length more than 1.5 km.

# Assumptions to be made regarding Similar Capacity for various positions

1. Team Leader cum Senior Tunnel Expert				
i) On behalf of the Consultant/Contractor:	Team Leader/Senior Tunnel Expert /Designer.			
ii) In Government Organizations:	Superintending Engineer (or equivalent) and above			
2. Tunnel Design Expert				
i) On behalf of the Consultant/Contractor:	Tunnel Design Engineer			
ii) In Government Organizations:				
3. Senior Geotechnical Expert				
i) On behalf of the Consultant/Contractor:	Senior Geotechnical Expert			
ii) In Government Organizations:				
4. Senior Ventilation & Fire Safety Expert				
i) On behalf of the Consultant/Contractor:	Senior Ventilation & Fire Safety Expert			
ii) In Government Organizations:				
5. Senior E&M Engineer				
i) On behalf of the Consultant/Contractor:	Senior E&M Expert (Tunnels)			
ii) In Government Organizations:				
6. Senior Geologist				
i) On behalf of the Consultant/Contractor:	Geologist			
ii) In Government Organizations:	Geologist			
7. Senior Surveyor Engineer				
i) On behalf of the Consultant/Contractor:	Senior Survey Engineer/Survey Engineer/Senior Surveyor			
ii) In Government Organizations:	Surveyor/ Engineer (or equivalent)			
8. Environmental Specialist				
i) On behalf of the Consultant/Contractor:	Environment Engineer/ Environment Specialist /Environmental Expert			
ii) In Government Organizations:	Officers who have dealt /forest matter			

9. Material Engineer				
i) On behalf of the Consultant/Contractor:	Material Engineer/ Material Expert/ Geo-Technical			
	Engineer			
ii) In Government Organizations:	Executive Engineer (or equivalent) and above			
10. Highway cum Pavement Engineer				
i) On behalf of the Consultant/Contractor:	Highway Engineer/Highway Design Engineer/			
	Pavement Engineer			
ii) In Government Organizations:	Executive Engineer (or equivalent) and above			
11. Quantity Surveyor/ Documentation Officer				
i) On behalf of the Consultant/Contractor:	Quantity Surveyor			
ii) In Government Organizations:	Assistant Engineer (or equivalent)			

# **Appendix VI**

DRA	FT	CON	TRAC	T
A	GR	EEM	ENT	

#### **Between**

National Highways & Infrastructure Development Corporation Ltd.  $2^{\rm nd}$  floor, PTI Building,4-Parliament Street, New Delhi-110001

M/sin JV with M/s an	ıd in
Association with M/s	
For	

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafh Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.

2021

# **CONTENTS**

Sl. No.			Description			Page No.
I	CONT	RACT	FORCONSULTANT'S	SERVICES	II	
GENE	RAL C	ONDITIO	ONS OF CONTRACT			
1.	Gener	al Provisi	ions			
	1.1	Definitio				
	1.2		between the Parties			
	1.3		verning the Contract			
	1.4	Languag				
	1.5	Headings	S			
	1.6	Notices				
	1.7	Location				
	1.8		y of Member in Charge			
	1.9		ed Representatives			
	1.10	Taxes an	d Duties			
2.	Comn	nencemer	nt, Completion, Modifica	tion and Termi	nation of Contr	act
	2.1	Effective	eness of Contract			
	2.2	Terminat	tion of Contract for Failure	to Become Eff	ective	
	2.3	Commen	ncement of Services			
	2.4	Expiration	on of Contract			
	2.5		greement			
	2.6	Modifica	ation			
	2.7	Force Ma	ajeure			
		2.7.1	Definition			
		2.7.2	No Breach of Contra	act		
		2.7.3	Measures to be Take	en		
		2.7.4	Extension of Time			
		2.7.5	Payments			
		2.7.6	Consultation			
	2.8	Suspensi	on			
	2.9	Terminat	tion			
		2.9.1	By the Client			
		2.9.2	By the Consultants			
		2.9.3	Cessation of Rights	and Obligations	3	
		2.9.4	Cessation of Service	es		
		2.9.5	Payment upon Terr	nination		
		2.9.6	Disputes about Eve	nts of Terminat	tion	

### 3. Obligations of the Consultants

- 3.1 General
  - 3.1.1 Standard of Performance
  - 3.1.2 Law Governing Services 3.2 Conflict of Interests
- 3.2 Conflict of Interests
  - 3.2.1 Consultants not to Benefit from Commissions, discounts etc.
  - 3.2.2 Consultants and Affiliates not to be otherwise interested in Project
  - 3.2.3 Prohibition of Conflicting Activities
- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Insurance to be taken out by the Consultants
- 3.6 Accounting, Inspection and Auditing
- 3.7 Consultants' Actions requiring Client's prior Approval
- 3.8 Reporting Obligations
- 3.9 Documents prepared by the Consultants to be the Property of the Client
- 3.10 Equipment and Materials furnished by the Client

## 4. Consultants' Personnel

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Overtime, Leave etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

## 5. Obligations of the Client

- 5.1 Assistance and Exemptions
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services, Facilities and Property of the Client
- 5.5 Payment

## 6. Payment to the Consultants

- 6.1 Cost Estimates; Ceiling Amount
- 6.2 Currency of Payment
- 6.3 Mode of Billing and Payment

## 7. Responsibility for accuracy of the project document

- 7.1 General
- 7.2 Retention money
- 7.3 Penalty
- 7.4 Action for deficiency in services

#### 8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Contract

#### 9. SETTLEMENT OF DISPUTES

- 9.1 Amicable Settlement
- 9.2 Dispute Settlement

#### III. SPECIAL CONDITIONS OF CONTRACT

## IV. APPENDICES

- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
- Appendix B: Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
- Appendix C: Hours of work for Consultants' Personnel
- Appendix D: Duties of the Client
- Appendix E: Cost Estimate
- Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant
- Appendix G: Copy of letter of invitation
- Appendix H: Copy of letter of acceptance
- Appendix I(1): Format for Bank Guarantee for Performance Security for individual work
- Appendix I(2): Format for Bank Guarantee for Performance Security for a number of works
- Appendix J: Minutes of the Pre-bid meeting

#### DRAFT CONTRACT FOR CONSULTANT'S SERVICES

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafh Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir.

#### **WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC");
  - (b) The Special Conditions of contract (hereinafter called "SC");
  - (c) The following Appendices:
  - Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
  - Appendix B: Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, and schedule for submission of various report.
  - Appendix C: Hours of work for Consultants' Personnel
  - Appendix D: Duties of the Client
  - Appendix E: Cost Estimate
  - Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant
  - Appendix G: Copy of letter of invitation

2021

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Minutes of the pre-bid meeting

- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF(NHIDCL)	Witne	SS
D.	1	Signature Name Address
By Authorized Representative	2.	Signature Name Address
FOR AND ON BEHALF OF (Consultant)	Witne	rss
	1.	Signature Name Address
By Authorised Representative	2.	Signature Name Address

#### GENERAL CONDITIONS OF CONTRACT

#### 1. GENERAL PROVISIONS

#### 1.1 **Definitions**

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

- (a) "Applicable Law means the laws and any other instruments having the force of law in the Government's country as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "foreign currency" means any currency other than the currency of the Government;
- (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 Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (i) "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them:
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

- (m) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

#### 1.2 Relation between the Parties

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

# 1.3 Governing Law and Jurisdiction

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

## 1.4 Language

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

# 1.5 Table of Contents and Headings

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

#### 1.6 **Notices**

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e-mail to such Party at the address specified in the SC.
- 1.6.2 Notice will be deemed to be effective as specified in the SC.
- 1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

#### 1.7 Location

The Services shall be performed at such locations as are specified in Letter of Acceptance(Appendix-I) hereto and, where the location of a particular task is not so

specified, at such locations, whether in India or elsewhere, as the Client may approve.

# 1.8 Authority of Member in Charge

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

#### 1.9 Authorized Representatives

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

#### 1.10 Taxes and Duties

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

# 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

#### 2.1 Effectiveness of Contract

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

#### 2.2 Termination of Contract for Failure to Become Effective

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

#### 2.3 Commencement of Services

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

## 2.4 Expiration of Contract

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

## 2.5 Entire Agreement

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

#### 2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 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 consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.7.2 No Breach of Contract

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

#### 2.7.3 Measures to be Taken

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

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

#### 2.7.4 Extension of Time

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

## 2.7.5 Payments

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

#### 2.7.6 Consultation

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

## 2.8 Suspension

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

#### 2.9 **Termination**

## 2.9.1 **By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

# 2.9.1.1

The Authority may, at its discretion, without terminating the contract and allowing the Consultants to continue with the existing consultancy contract, place the DPR Consultant in the Negative List for any of the following reasons: -

- (a) Failure to submit the deliverables as per the schedule for submission of Reports and Documents of the Consultancy Contract Agreement.
- (b) Submission of incomplete/incorrect site data, inaccurate and incorrect plans, deficient designs and drawings and incorrect reports and estimates.
- (c) Discrepancy in land to be acquired or utilities to be shifted.
- (d) Deficiencies of designs resulting in change of scope of more than 10% of the Contract Amount.
- (e) Failure to deploy all key personnel as per the Contract Agreement in the project on site.

- (f) Submission of incorrect/fake CV of personnel.
- (g) Failure to replace in reasonable time frame key personnel who have left the site or are asked to be replaced by the Authority due to poor performance.
- (h) Showing total lack of ability (whether managerial/technical) for the execution of the given consultancy contract.
- Failure to comply with any other conditions of TOR and any other lawful directions of the Authority.

Provided that, the Authority shall issue a notice giving 15 days time to the consultant before placing them in the 'Negative List' and upon evaluation of reply, if any, shall take a final decision. Such notice shall not be issued without the approval of an office below the rank of an Executive Director.

Provided, upon satisfactory action on the matter for which the Consultant was placed in the list, the Competent Authority may allow the name of the Consultant to be removed from the 'Negative List'.

## 2.9.1.2 Consequence of placement in the Negative List:-

"The consultant to include all the JV partners and Associates and their related parties shall not be eligible to bid in any of the Authority's Consultancy contracts for a period of 2 years from date of being placed in the negative list or till the completion of the ongoing consultancy service, or till removal from the Negative List whichever is earlier."

#### 2.9.2 By the Consultants

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

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

#### 2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

#### 2.9.4 Cessation of Services

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

## 2.9.5 Payment upon Termination

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

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

## 2.9.6 Disputes about Events of Termination

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

#### 2.9.7

As a natural consequence of the termination, due to the Consultant's failure, the Consultant shall deemed to have been debarred for a period of 2 years and shall not be able to bid any contract of the Authority either singularly or in a JV or its Related Parties.

(Explanation: Such debarment shall be a natural consequence of termination. No separate Show Cause / proceeding shall be initiated for placing such contractor under debarment).

#### 3. OBLIGATIONS OF THE CONSULTANTS

#### 3.1 General

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

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

## 3.1.2 Law Governing Services

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

#### 3.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to

ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

# 3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

#### 3.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

#### 3.3 Confidentiality

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

## 3.4 Liability of the Consultants

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

#### 3.5 Insurance to be taken out by the Consultants

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

## 3.6 Accounting, Inspection and Auditing

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

## 3.7 Consultants' Actions requiring Client's prior Approval

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

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

# 3.8 **Reporting Obligations**

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

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

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

# 3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the

Page 163 of 325

Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's I instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

#### 4. CONSULTANTS' PERSONNEL

#### 4.1 General

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

## 4.2 **Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided
  - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
  - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

#### 4.3 **Approval of Personnel**

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

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

- (a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix C hereto.
- (b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

# 4.5 Removal and/or Replacement of Personnel

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

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

# **4.5.2** The replacement shall be as below:

- a. Replacement up to 33%: Replacement shall be by an equal or better scoring person with one time fine of Rs 5,00,000/- from the next payment.
- b. Replacement of more than 33% and up to 50%: Replacement shall be by an equal or better scoring person with one time fine of Rs 7,50,000/- from the next payment.
- c. Replacement beyond 50% and upto 66%. Replacement shall be by an equal or better scoring person with one time fine of Rs 10,00,000/- from the next payment.
- d. Replacement beyond 66 %shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the same may be permitted with a fine of Rs 25,00,000/-. Replacement shall be by an equal or better scoring person, The Department may initiate action for termination/debarment of such consultant for future projects of NHIDCL for a period of 6 months to 24 months depending upon the severity of case.

**4.5.3** Replacement after original contract period is over:

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

- **4.5.4** If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.
- **4.5.5** If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by NHIDCL to assess their merit and suitability.
- **4.5.6** If any member of the approved team of a consultant engaged by NHIDCL leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other NHIDCL projects.

#### 4.6 Resident Team Leader and Coordinator

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

#### 5. OBLIGATION OF THE CLIENT

- 5.1 Assistance and Exemptions unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:
  - (a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
  - (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
  - (c) facilitate prompt clearance through customs of any property required for the Services;
  - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

#### 5.2 Access to Land

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

# 5.3 Change in the Applicable Law

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

## 5.4 Services, Facilities and Property of the Client

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

#### 5.5 Payment

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

## 6. PAYMENT TO THE CONSULTANTS

# 6.1 Cost Estimates; Ceiling Amount

(a) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is Page **167** of **325** 

#### set forth in Appendix E.

- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

# 6.2 Currency of Payment

(a) The payment shall be made in Indian Rupees.

## 6.3 Mode of Billing and Payment

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

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

## (b) Payment Schedule

The Consultant will be paid stage-wise as a percentage of lumpsum price quoted under Schedule-A of the contract as per the details given below:

S. No.	Item	Percentage payment of Schedule 'A'
1	Submission of Final Inception Report	10
2	Submission of Final alignment Report	10
3	Submission of Final Feasibility Report	10
4	Submission of Final Geotechnical Data Report	5
5	Final Geotechnical Interpretive Report	5

6	High Resolution Satellite Imagery	5
7	Submission of final land acquisition Report	5
8	Submission of clearance proposals	5
8	Submission of Draft DPR	5
9	Approval of Final DPR	10
10	Approval of Technical Schedule	5
11	3 (D) Publication	5
12	Clearance Stage I approval	5
13	Clearance Stage II/ Final approval	5
14	Retention to be released after 3 years	10
15	Total	100
16	Bonus on submission of Draft 3A within 1 month of alignment finalization	2.5
17	Bonus on submission of Draft clearances within 1 month of alignment finalization	2.5

As regard the payment under Schedule-B, the consultant will be paid based on actual quantity executed on site. GST will be paid to the consultant along with the RA Bill, however the consultant has to submit the proof of depositing GST to the Govt. in the next RA Bill. The Consultant will be paid an amount of 5% of Schedule-B for mobilizing each drilling machine at site subject to maximum limit of 10% of Schedule-B. The consultant has to demonstrate to the authority that the machine being mobilized is capable of carrying out horizontal drilling upto minimum 900mts. This money will be deducted from RA bill @10% of Schedule-B amount.

**Note:** Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project.

- (c) The payment for the work of sub-soil investigation (Boring)will be as per plan approved by the client and will be paid as per actual at the rates quoted by the consultants.
- (d) The Client shall cause the payment of the Consultants in Para 6.3 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (e) The final payment under this Clause shall be made only after the final report and a Page 169 of 325

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

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

## 7. Responsibility for Accuracy of Project Documents

#### 7.1 General

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

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

## 7.2. Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

# 7.3. Penalty

## 7.3.1. Penalty for Error/Variation

- i) If variation in any of the main quantities of work like earth work including sub grade, GSB, WMM, Bituminous works (BM/DBM/AC/BC),drains, total concrete quantities and reinforcing steel in bridge works or overall project cost, found during execution is more than +/- 15%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution
- ii) For inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in Table below:

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

		reasons.	
	5	Structural Designs found to be unsafe or grossly over	1.0 to 2.0
l		safe.	

#### 7.3.2 Penalty for delay

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

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

#### 7.4 ACTION FOR DEFICIENCY IN SERVICES

# 7.4.1 Consultants liability towards the Client

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

#### 7.4.2 Warning / Debarring

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

#### 8. FAIRNESS AND GOOD FAITH

## 8.1 Good Faith

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

# 8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their

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

#### 9. SETTLEMENT OF DISPUTES

#### 9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

# 9.2 Dispute Settlement

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

# 10. Change of Scope

The change of Scope on account of variation of total length as well as 4 laned length of project Highway from the indicative length as given at Annex-1 of Letter of Invitation of the RFP shall be dealt as follows

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

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

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

- iii) Increase/decrease in length on account of bypasses shall not be considered as change of scope. However, the total length of the project highway (including bypasses and realignment) along the finally approved alignment shall be compared with the indicative length in the RFP for the purpose of variation.
- **10.1** The Consultancy fee shall be increased on account of change of scope as below:
- a) In case of increase in configuration of Lanes in the project after the submission of Final Report: 10% of the original consultancy charges
- b) In case of change of mode of delivery is involved after submission of Final Report / due to revision of specifications / IRC Codes etc.

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

## SPECIAL CONDITIONS OF CONTRACT

## Number of

GC Clause

- A. Amendments of, and Supplements to, Clauses in the General Conditions
- 1.1(a) The words "in the Government's country" are amended to read "in INDIA"
- 1.4 The language is: **English**
- 1.6.1 The addresses are:

For the Client: National Highways & Infrastructure Development Corporation Ltd.

PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001

**Attention:** General Manager (Technical)

National Highways & Infrastructure Development Corporation Ltd. PTI Building, 2<sup>nd</sup> Floor, 4, Parliament Street, New Delhi-110001

Ph. 011-23461674

Email: shivprasad.152p@gov.in

For the Consultants:

Attention: Name

Designation Address

Tel: Fax: E-mail address

- 1.6.2 Notice will be deemed to be effective as follows:
- (a) in the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, 24 hours following confirmed transmission.
- (c) In case of E mail, 24 hours following confirmed transmission.
- 1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants) with or without an Associate:

1.9 The Authorized Representatives are:

For the Client: (--)
Director, NHIDCL (--)
For the Consultant: Name

Designation

- 1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- 2.1 The effectiveness conditions are the following:
- a) The contract has been approved by **NHIDCL**.
- b) The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to 10 %of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services.
- 2.2 The time period shall be <u>"four months"</u> or such other time period as the parties may agree in writing.
- 2.3 The time period shall be <u>"fifteen days"</u> or such other time period as the Parties may agree in writing.
- 2.4 The time period shall be ----- **months** or such other time period as the parties may agree in writing.
- 3.4 Limitation of the Consultants' Liability towards the Client
- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the

- Consultants in carrying out the Services.
- 3.5 The risks and the coverage shall be as follows:
- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
- (c) (i) The Consultant shall provide to **NHIDCL** Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
- (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (iii) The policy should be issued only from an Insurance Company operating in India.
- (iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
- (v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.
- (vi) The contract may include a provision thereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- 3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

- 4.6 The person designated as Team Leader cum Senior Highway Engineer in Appendix B shall serve in that capacity, as specified in Clause 4.6.
- 6.1 (b) The ceiling amount in local currency is **Rs......** (Excluding Goods and Services Tax)
- 6.3 (a) No advance payment will be made.
- 6.3 (e) The interest rate is : @ 12% per annum
- 6.3 (f) The account is:
- 9.2 Disputes shall be settled by arbitration in accordance with the following provisions:

#### 9.2.1 Selection of Arbitrators

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

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with 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.

#### 9.2.3 Substitute Arbitrators

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

# 9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a)through (c) of Clause 9.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

# 9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI
- (b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) 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 12months.
2	Reading charges	Rs 15,000/-
	Secretarial Assistance and Incidental	
	charges(telephone, fax, postage etc)	Rs 20,000/-
3		
	Charges for publishing/ declaration	
4	of the award	Rs 20,000/-
	Other expenses (As per actual against bills subject to maximum of the prescribed celling	

	given below)	
	Traveling expenses	Economy class (by air), First class AC
		(by train) and AC Car (by road)
5		D 15000/ 1 ('
	Lodging and Boarding	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
	Extra charges for days other	Rs 3,500/- per day
7	than hearing/ meeting days	
	(maximum for 2 days)	
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 Consultants and with the specific approval of NHIDCL before appointment of the Arbitrator,

## Appendix A

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

2021

## Appendix B

Consultants' Sub consultants, Key Personnel and Sub Professional Personnel

## Appendix C

## Hours of work for Consultants' Personnel

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

2021

# Appendix D

Duties of the Client

2021

# Appendix E

Cost Estimate

2021

# Appendix F Copy of letter of invitation

Appendix G: Copy of letter of acceptance

**Appendix H:** 

#### Format for Bank Guarantee for Performance Security

In consideration of "National Highway and Infrastructure Development Corporation ltd."

To, National Highwa1 and Infrastructure Development Corporation ltd. PTI Building, 3' Floor, 4, Parliament Street New Delhi - 110001

(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs....../- (Rupees......) excluding service tax for "Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway Tunnel including approaches across Pir Ki Gali on Mughal shopiyan road in the Union Territory of Jammu & Kashmir" under - Contract Package No. .... (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...... (Rupees.....). We, ......having registered office at ....., a registered/constituted under the ......(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. .....(Rupees......) as aforesaid at any time up to ......without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this

guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein,

(Name & Designation with Bank Stamp)

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

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

#### **NOTE for Issuing Bank** (Not to be included in the BG):-

- (i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
- (iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch IFSC	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan,  1st Parliament Street, New Delhi- 110001

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

Appendix I: Minutes of Pre-bid meeting

## **FORM OF AGREEMENT**

This a	agreement made the	day of	2020 between
the National 1	Highway Infrastructure Dev	elopment Corporation Ltd, N	New Delhi (hereinafter called
			er called "the Contractor") of
the other part.			
	¥ •	invited bids from eligible	bidders of the execution of
certain works	, viz "."		
ANID	WHIEDEAC	. 1'11'4 - 11 4 C	.44
		e bid submitted by the Cor	of works, the Employer by his
			ed by the Contractor for the
execution and	1 completion of such works	and the remedying of any d	efects thereon, on terms and
	accordance with the docume		erects thereon, on terms and
		1 p 2 - 0.10	
AND	WHEREAS the Contractor	by a deed of undertaking da	ated has agreed to
			nt quoted for the execution of
Contract, as st	tated in the bid, and also to c	comply with such terms and c	conditions as may be required
from time to t	ime.		
	WW.FD.F. A.G.		
			by the Contractor vide
			employer has by his letter of
			omitted by the Contractor for defects therein, on terms and
			ion and condition included
hereinafter;	a decordance in the control	rons of particular applicat	ion una condition included
,			
AND	WHEREAS the contractor	has agreed to undertake such	h works and has furnished a
performance s	security pursuant to clause 7.	1 of Section-3.	
	AGREEMENT WITNESSET		
	-		meanings as are respectively
_		of contract hereinafter referre	
	greement viz.	e deemed to form and be fea	ad and constructed as part of
a)	The Contract Agreement,		
b)	Letter of Acceptance,		
c)	Contractor's Bid,		
d)	Contract Data, if any		
e)	Conditions of Contract		
f)	Bill of Quantities		
g)	Any other document		

- 3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.
- 4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.
- 5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

Binding Signature of Employer							
For and on behalf of National Highway& Infrastructure Development Corporation Ltd, New Delhi – 110 001							
<b>Binding Signature of Contractor</b>							
In the presence of	In the Presence of						
1. Name:	1. Name:						
Address:	Address:						
2. Name:	2. Name:						
Address:	Address:						
For and on behalf of National Highw – 110 001	ay& Infrastructure Development Corporation Ltd, New Delhi						
Binding Signature of Contractor							
In the presence of	In the Presence of						
1. Name:	1. Name:						
Address:	Address:						
2. Name:	2. Name:						
Address:	Address:						

#### **APPENDIX-VII**

## **DPR Checklist – Stage 1 – Inception Report (Pavements)**

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Project Appreciation	Yes □ No □ NA □	NA	
2.1	Location of site office	Yes □ No □ NA □		
2.2	Review of scope of ToR and gap identification	Yes □ No □ NA □	NA	
2.3	Key departments identified for various documents	Yes □ No □ NA □		
2.4	Start and end location of project verified with client (Mention details)	Yes □ No □ NA □		
2.5	<ul><li>Project description</li><li>Start and End Chainage</li><li>Village/District</li></ul>	Yes □ No □ NA		
2.6	<ul><li>Project location map</li><li>On State Map</li><li>On District Map</li></ul>	Yes □ No □ NA □	NA	
2.7	Site photos and data of project alignment	Yes □ No □ NA □	NA	
2.8	Overview of land use plans	Yes □ No □ NA □	NA	

2.9	Overview of existing pavement conditions  Number of Lanes  Type of Pavement (Flexible/Rigid/Surfaced/Unsurfaced)	Yes □ No □ NA □		
2.10	Existing right of way details	Yes □ No □ NA □		
2.11	Number/ Location of major and minor bridges	Yes □ No □ NA □		
2.12	Number/ Location of level crossings	Yes □ No □ NA □		
2.13	Number/ Location of ROB and RUB	Yes □ No □ NA □		
2.14	Any other details relevant to the project	Yes □ No □ NA □	NA	
3	Approach Methodology	Yes □ No □ NA	NA	
3.1	Engineering survey and investigations	Yes  No NA	NA	
3.1	,		NA NA	
	investigations  Design of road, pavements and	Yes 🗆 No 🗆 NA		
3.2	investigations  Design of road, pavements and structures  Environment and social impact	Yes No NA Yes No NA Yes No NA	NA	
3.2	investigations  Design of road, pavements and structures  Environment and social impact assessment  Estimation of project cost, viability	Yes   No   NA   NA   NA   NA   NA   NA   NA	NA NA	
3.2 3.3 3.4	investigations  Design of road, pavements and structures  Environment and social impact assessment  Estimation of project cost, viability and financing options  Any other details relevant to the	Yes No NA  Yes No NA  Yes No NA  Yes No NA  Yes No NA	NA NA NA	
3.2 3.3 3.4 3.5	investigations  Design of road, pavements and structures  Environment and social impact assessment  Estimation of project cost, viability and financing options  Any other details relevant to the project  Task Assignment and Manning	Yes   No   NA   NA   NA   NA   NA   NA   NA	NA NA NA	
3.2 3.3 3.4 3.5	investigations  Design of road, pavements and structures  Environment and social impact assessment  Estimation of project cost, viability and financing options  Any other details relevant to the project  Task Assignment and Manning Schedule	Yes   No   NA   NA   NA   NA   NA   NA   NA	NA NA NA	

	personnel			
4.4	Number of key personnel deployed at site	Yes □ No □ NA □		
5	Performa for data collection	Yes □ No □ NA □	NA	
6	Indicative design standards and cross sections	Yes □ No □ NA □	NA	
7	Development plans	Yes □ No □ NA □	NA	
7.1	Overview of development plans being implemented/ proposed by local bodies	Yes □ No □ NA □	NA	
7.2	Overview of impact of such development plans	Yes □ No □ NA □	NA	
8	Quality Assurance Plan	Yes □ No □ NA □	NA	
8.1	Engineering surveys and investigation	Yes □ No □ NA □	NA	
8.2	Traffic surveys	Yes □ No □ NA □	NA	
8.3	Material geo-technical and sub-soil investigations	Yes □ No □ NA □	NA	
8.4	Road and pavement investigations	Yes □ No □ NA □	NA	
8.5	Investigation and design of bridges and structures	Yes □ No □ NA □	NA	
8.6	Environment and R&R assessment	Yes □ No □ NA □	NA	
8.7	Economic and financial analysis	Yes □ No □ NA □	NA	
8.8	Drawing and documentation	Yes □ No □ NA □	NA	
8.9	Any other details relevant to the project	Yes □ No □ NA □	NA	
8.10	Discussion of draft QAP document with client	Yes □ No □ NA □	NA	

8.11	Approval of final QAP document by client	Yes □ No □ NA □	NA	
9	Draft design Standards	Yes □ No □ NA □	NA	
9.1	Geometric design standards of highway (Plain)	Yes □ No □ NA □	NA	
9.2	Geometric design standards of highway (Hilly)	Yes 🗆 No 🗆 NA	NA	
10	Conclusions and recommendations	Yes □ No □ NA □	NA	
10.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
10.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
10.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
10.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	

# **DPR Checklist – Stage 2 – Feasibility Report (Pavements)**

General Details			
Project Name			
Consultant's Name			
Date of Review			

S.No	SECTION OF THE REPORT	YES/ NO/ NA	Details / Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Overview of client organization / activities	Yes □ No □ NA □	NA	
3	Methodology adopted for feasibility study	Yes  No NA	NA	
4	Socioeconomic profile of the project areas	Yes □ No □ NA □	NA	
4.1	Regional economic profile basis last 10 years data as per IRC	Yes □ No □ NA □	NA	
4.2	Economic profile of project influence area basis last 10 years data as per IRC	Yes 🗆 No 🗆 NA	NA	
4.3	Socio Economic status of project influence area	Yes  No  NA	NA	
5	Indicative design standards, methodologies, and specifications	Yes □ No □ NA □	NA	
6	Traffic surveys and analysis	Yes □ No □ NA □	NA	
6.1	Classified traffic volume counts using IHMCL data (7 day data)	Yes □ No □ NA □	NA	

6.2	Traffic projection methodology as per IRC:108	Yes  No  NA	NA	
6.3	Projected Traffic data for 20 years	Yes □ No □ NA □	NA	
6.4	Current and Projected PCU	Yes □ No □ NA □		
6.5	Current and Projected TVU	Yes  No  NA		
6.6	Origin destination surveys as per IRC: 102	Yes □ No □ NA □	NA	
6.7	Speed and delay studies as per IRC:102	Yes □ No □ NA □	NA	
6.8	Traffic surveys for the design of road junctions as per data in IRC: SP:41	Yes  No NA	NA	
6.9	Analysis for replacing railway level crossings with over bridges/subways	Yes  No NA	NA	
6.10	Axle load survey as per IRC:SP:19	Yes □ No □ NA □	NA	
6.11	Any other details relevant to the project	Yes □ No □ NA □	NA	
6.12	Traffic surveys monitored and reviewed by the client	Yes □ No □ NA □	NA	
7	Reconnaissance survey	Yes □ No □ NA □	NA	
7.1	Road Inventory Survey as per IRC:SP:19	Yes  No NA	NA	
7.2	Review of Road Inventory survey by client	Yes □ No □ NA □	NA	
7.3	Chainage wise details of pavement composition survey	Yes □ No □ NA □	NA	

7.4	<ul><li>Geological Survey</li><li>Geological Map of the Area</li><li>Seismicity</li></ul>	Yes □ No □ NA	NA	
7.5	Climatic Conditions  Temperature  Rainfall  Wind	Yes □ No □ NA □	NA	
7.6	Pavement composition and condition survey as per IRC:SP:19	Yes □ No □ NA □	NA	
7.7	Review of pavement composition and condition survey by client	Yes □ No □ NA □	NA	
7.8	Pavement roughness survey as per IRC:SP:16	Yes □ No □ NA □	NA	
7.9	Review of pavement roughness survey by client	Yes □ No □ NA □	NA	
7.10	Pavement structural strength survey as per IRC:81	Yes □ No □ NA □	NA	
7.11	Review of pavement structural strength survey by client	Yes □ No □ NA □	NA	
7.12	Sub grade characteristics and strengths	Yes □ No □ NA □	NA	
7.13	Topographical survey as per IRC:SP:19 using LiDAR  Gradient  Terrain	Yes  No  NA	NA	
7.14	Review of topographical survey by client	Yes □ No □ NA □	NA	
7.15	Inventory of bridges, culverts and structures	Yes □ No □ NA □	NA	
7.16	Condition survey for bridges, culverts and structures	Yes □ No □ NA □	NA	
7.17	Review of condition survey for bridges, culverts and structures by	Yes □ No □ NA □	NA	

	client			
7.18	Any other details relevant to the project	Yes □ No □ NA □	NA	
8	Geotechnical Survey	Yes □ No □ NA □	NA	
8.1	Geo-technical and sub-soil explorations as per IRC:78	Yes □ No □ NA □	NA	
8.2	Bore holes dug for every pier and abutment	Yes □ No □ NA □	NA	
8.3	Review of geo-technical and subsoil explorations by client	Yes □ No □ NA □	NA	
8.4	Field testing, soil sampling, laboratory testing in accordance with BIS/ AASHTO/ BS	Yes □ No □ NA □	NA	
8.5	Recommendation of Foundation Type and Depth	Yes □ No □ NA □	NA	
8.6	Any other details relevant to the project	Yes □ No □ NA □	NA	
9	Hydraulic and Hydrological Survey	Yes □ No □ NA □	NA	
9.1	Hydraulic and hydrological investigations as per IRC:SP:13 and IRC:5	Yes  No  NA	NA	
9.2	High Flood Level specified	Yes □ No □ NA □	NA	
9.3	Depth of Water Table specified	Yes □ No □ NA □	NA	
9.4	Ponded Water Level specified	Yes □ No □ NA □	NA	
9.5	Any other details relevant to the project	Yes □ No □ NA □	NA	

9.6	Review of hydrological investigations by client	Yes □ No □ NA □	NA	
10	Materials Survey	Yes □ No □ NA □	NA	
10.1	Materials Survey conducted as per IRC:SP:19	Yes □ No □ NA □	NA	
10.2	Sources of Naturally Occurring Aggregates specified  Details of Borrow Pits with Distance from Project Site  Cost of Material/ Transportation	Yes □ No □ NA □		
10.3	Sources of Manufactured Items specified  Details of suppliers with distance from project site  Cost of material/ transportation	Yes □ No □ NA □	NA	
10.4	Sources of water for construction specified as per IS: 456	Yes □ No □ NA □	NA	
10.5	Any other details relevant to the project	Yes □ No □ NA □	NA	
			,	
11	Environmental screening/ preliminary environmental assessment	Yes □ No □ NA □	NA	
11.1	Analysis basis Initial Environment Examination in IRC: SP: 19	Yes □ No □ NA □	NA	
11.2	Recommended feasible mitigation measures	Yes □ No □ NA □	NA	
12	Initial social assessment/ preliminary LA resettlement plan	Yes □ No □ NA □	NA	
12.1	Analysis basis Initial Environment Examination in IRC: SP: 19	Yes □ No □ NA □	NA	

12.2	Details of consultation with potentially affected persons	Yes  No  NA	NA	
12.3	Names/ Details of consultation with local NGOs	Yes □ No □ NA □		
12.4	Names/ Details of consultation with municipal authorities	Yes  No  NA		
12.5	Preliminary resettlement plan	Yes □ No □ NA □	NA	
12.6	Any other details relevant to the project	Yes □ No □ NA □	NA	
13	Cost estimates	Yes □ No □ NA □	NA	
13.1	Item rates and rate analysis	Yes □ No □ NA □	NA	
13.2	Escalation	Yes □ No □ NA □	NA	
14	Economic and financial analysis	Yes □ No □ NA □	NA	
14.1	Estimated cost details	Yes □ No □ NA □	NA	
14.2	Projected revenues details	Yes □ No □ NA □	NA	
14.3	Assumptions stated	Yes □ No □ NA □	NA	
14.4	Analysis and results (IRR, Sensitivity Analysis, Financial Viability)	Yes  No  NA	NA	
15	Strip plan and Alignment	Yes  No  NA	NA	
15.1	Details of center line of proposed highway	Yes □ No □ NA □	NA	
15.2	Details of existing RoW	Yes □ No □ NA □	NA	

15.3	Details of proposed RoW	Yes □ No □ NA □	NA	
15.4	Details about ownership of land to be acquired	Yes □ No □ NA □	NA	
15.5	Strip plan basis reconnaissance and topographic surveys	Yes □ No □ NA □	NA	
15.6	Strip plan reviewed and approved by the client	Yes □ No □ NA □	NA	
16	Alignment Options Study	Yes □ No □ NA □	NA	
16.1	At least two alignments proposed  Details of Alignments on Map	Yes □ No □ NA □	NA	
16.2	Review of options with client	Yes □ No □ NA □	NA	
16.2.1	Review of options with local authority	Yes □ No □ NA □	NA	
16.3	Length of the project along proposed alignment options	Yes □ No □ NA □		
16.4	Land Acquisition required along alignment options	Yes □ No □ NA □		
16.4.1	Environmental impact of each option	Yes □ No □ NA □		
16.4.2	Review of road geometry and safety for each option	Yes □ No □ NA □		
16.5	Cost Estimates of alternatives	Yes □ No □ NA □		
16.6	Recommended Alignment with Justification	Yes □ No □ NA □	NA	
16.7	Any other details relevant to the project	Yes □ No □ NA □	NA	
17	Technical Specifications	Yes □ No □ NA □	NA	

17.1	MoRTH technical specifications for Roads and Bridge works followed	Yes □ No □ NA □	NA	
17.2	Details of technical specifications	Yes □ No □ NA □	NA	
18	Rate Analysis	Yes □ No □ NA □	NA	
18.1	Rate analysis for all relevant items as per latest SoR	Yes □ No □ NA □	NA	
19	Cost Estimates	Yes □ No □ NA □	NA	
19.1	Cost estimates for all relevant items as per latest SoR	Yes □ No □ NA □	NA	
20	Bill of quantities	Yes □ No □ NA □	NA	
21	Conclusions and recommendations	Yes □ No □ NA □	NA	
21.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
21.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
21.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
21.4	Compliance report prepared on client observations	Yes □ No □ NA	NA	

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

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Strip plan- additional details added	Yes □ No □ NA □	NA	
2.1	Details of centreline, existing structures, road furniture and other features	Yes □ No □ NA □	NA	
2.2	Widening scheme	Yes □ No □ NA □	NA	
2.3	New construction/ reconstruction of structures and amenities	Yes □ No □ NA □	NA	
2.4	Existing and proposed right of way	Yes □ No □ NA □	NA	
2.5	Clearances impacting each chainage	Yes □ No □ NA □	NA	
3	Forest Clearance	Yes □ No □ NA □	NA	
3.1	Requirement for forest clearance identified	Yes □ No □ NA □	NA	
3.2	Date/ Details of initial consultation with competent authority	Yes □ No □ NA □		
3.3	Details/cost of trees being felled basis concerned District Forest Office	Yes □ No □ NA □		

3.4	Date of submission of proposal for forest clearance	Yes □ No □ NA □	NA	
3.5	Review of proposal by client	Yes □ No □ NA □	NA	
4	Wildlife Clearance	Yes □ No □ NA □	NA	
4.1	Requirement for wildlife clearance identified	Yes □ No □ NA □	NA	
4.2	Date/ Details of initial consultation with competent authority	Yes □ No □ NA □		
4.3	Details/cost of trees being felled basis concerned District Forest Office	Yes □ No □ NA □		
4.4	Date of submission of proposal for wildlife clearance	Yes □ No □ NA □		
4.5	Review of proposal by client	Yes □ No □ NA □	NA	
5	Utility Clearances (Electricity)	Yes  No NA	NA	
5.1	Identification of overground utilities	Yes □ No □ NA	NA	
5.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes 🗆 No 🗆 NA	NA	
5.3	Name/ Details of consultation with local authority/ people	Yes □ No □ NA □		
5.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes  No  NA	NA	
5.5	Cost for relocation as per authority	Yes □ No □ NA		

5.6	Date of proposal submission to competent authority	Yes □ No □ NA □		
5.7	Review of utility relocation plan/ proposal by client	Yes □ No □ NA □	NA	
6	Utility Clearances (Water)	Yes  No  NA	NA	
6.1	Identification of overground utilities in RoW	Yes □ No □ NA □	NA	
6.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes  No  NA	NA	
6.3	Name/ Details of consultation with local authority/ people	Yes □ No □ NA □		
6.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes □ No □ NA □	NA	
6.5	Cost for relocation as per authority	Yes □ No □ NA □		
6.6	Date of proposal submission to competent authority	Yes □ No □ NA □	NA	
6.7	Review of utility relocation plan/ proposal by client	Yes □ No □ NA □	NA	
7	Utility Clearances (Others)	Yes □ No □ NA □	NA	
7.1	Identification of overground utilities in RoW	Yes  No  NA	NA	
7.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes  No  NA	NA	
7.3	Name/ Details of consultation with local authority/ people	Yes □ No □ NA □		

7.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes  No  NA	NA	
7.5	Cost for relocation as per authority	Yes □ No □ NA □		
7.6	Date of proposal submission to competent authority	Yes □ No □ NA □		
7.7	Review of utility relocation plan/ proposal by client	Yes □ No □ NA □	NA	
8	Railway Clearances	Yes □ No □ NA □	NA	
8.1	Identification of ROB/ RUB on project corridor	Yes □ No □ NA □	NA	
8.2	Initial consultation with competent authority	Yes □ No □ NA □	NA	
8.3	Date of proposal submission to competent authority	Yes □ No □ NA □		
8.4	Review of GAD/ proposal by client	Yes □ No □ NA □	NA	
9	Other Clearances	Yes □ No □ NA □	NA	
9.1	Requirement for other clearances identified	Yes □ No □ NA □	NA	
9.2	Date of proposal submission to competent authority	Yes □ No □ NA □		
9.3	Review of proposal by client	Yes  No  NA	NA	
10	Land Acquisition	Yes □ No □ NA □	NA	
10.1	Detailed schedule about acquisition of landholdings as per land records	Yes □ No □ NA □	NA	

10.2	Consultation with affected persons	Yes □ No □ NA □	NA	
10.3	Name/ Details of consultation with NGOs	Yes □ No □ NA □		
10.4	Name/ Details of consultation with concerned government agencies	Yes □ No □ NA □		
10.5	Total land required, land area already available, land to be acquired identified	Yes □ No □ NA □		
10.6	Review of land acquisition using digital cadastral map by client	Yes □ No □ NA □	NA	
10.7	Draft 3a notification submitted	Yes □ No □ NA □	NA	
10.8	Review of 3a notification by client	Yes □ No □ NA □	NA	
10.9	Date of 3a gazette notification	Yes □ No □ NA □		
10.10	Draft 3a notification submitted	Yes □ No □ NA □	NA	
10.11	Review of 3A notification by client	Yes □ No □ NA □	NA	
10.12	Date of 3A gazette notification	Yes □ No □ NA □		
11	Conclusions and recommendations	Yes □ No □ NA □	NA	
11.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
11.2	Report fulfils project objectives and scope as per RFP	Yes  No  NA	NA	
11.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
11.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	

2021

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

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details / Specifications	Remarks
1	Main Report	Yes □ No □ NA □	NA	
2	Introduction and project background	Yes □ No □ NA □	NA	
2.1	Overview of project location, project objectives etc.	Yes □ No □ NA □	NA	
2.2	Overview of report structure, deliverables etc.	Yes □ No □ NA □	NA	
3	Social analysis of the project	Yes □ No □ NA □	NA	
3.1	Project impact on stakeholders such as local people	Yes □ No □ NA □	NA	
3.2	Project impact on residential, commercial and public properties	Yes □ No □ NA □	NA	
3.3	Any other details relevant to the project	Yes □ No □ NA □	NA	
4	Reconnaissance survey	Yes □ No □ NA □	NA	

4.1	Geometric Features of the Existing Road Design Speed  Sight distance details Horizontal Alignment Details Vertical Alignment Details Height of Embankment	Yes □ No □ NA □		
4.2	Topographical Survey using LiDAR (or equivalent technology) as per IRC:SP:19  Gradient  Terrain	Yes □ No □ NA □	NA	
4.3	Pavement composition and condition survey as per IRC:SP:19	Yes □ No □ NA □	NA	
4.4	Pavement roughness survey as per IRC:SP:16	Yes □ No □ NA □	Na	
4.5	Pavement structural strength survey as per IRC:81	Yes □ No □ NA □	NA	
4.6	<ul><li>Geological Survey</li><li>Geological Map of the Area</li><li>Seismicity</li></ul>	Yes  No  NA	NA	
4.7	Climatic Conditions  Temperature Rainfall Wind	Yes □ No □ NA □	NA	
4.8	Land Use along the existing alignment  Map of the Project Area depicting Agricultural/Habitation/Forest Area	Yes 🗆 No 🗆 NA	NA	

4.9	Details of Existing Structures  Map of the Project Area depicting Hutments/Buildings/Temples/Public Building/Any Other Significant Structure	Yes □ No □ NA □	NA	
4.10	Inventory and condition survey of culverts	Yes □ No □ NA □	NA	
4.11	Geo-technical and sub-soil explorations as per IRC:78	Yes □ No □ NA □	NA	
4.12	Number of Bore holes dug (holes for every pier and abutment)	Yes □ No □ NA □		
4.13	Field testing, soil sampling, laboratory testing as per IRC: 78	Yes □ No □ NA □	NA	
4.14	Recommendation of Foundation Type and Depth	Yes □ No □ NA □		
4.15	Hydrological investigations as per IRC:5	Yes □ No □ NA □	NA	
4.16	High Flood Level specified	Yes □ No □ NA □	NA	
4.17	Depth of Water Table specified	Yes □ No □ NA □	NA	
4.18	Ponded Water Level specified	Yes □ No □ NA □	NA	
4.19	Materials Survey conducted as per IRC:SP:19	Yes □ No □ NA □	NA	
4.20	Sources of Naturally Occurring Aggregates specified Details of Borrow Pits with Distance from Project Site Cost of Material/Transportation	Yes □ No □ NA □		
4.20.1	Sources of environmentally friendly construction materials identified as per MoRT&H circular	Yes □ No □ NA □	NA	

4.21	Sources of Manufactured Items specified  Details of Suppliers with Distance from Project Site  Cost of Material/Transportation	Yes □ No □ NA □	NA	
4.22	Source of Water for construction specified as per IS:456	Yes □ No □ NA □	NA	
4.23	Any other details relevant to the project	Yes □ No □ NA □	NA	
5	Traffic studies and demand forecast designs	Yes □ No □ NA □	NA	
5.1	Classified traffic volume counts using IHMCL data (7 day data)	Yes □ No □ NA □	NA	
5.2	Traffic projection methodology as per IRC:108	Yes □ No □ NA □	NA	
5.3	Projected Traffic data for 20 years	Yes □ No □ NA □	NA	
5.4	Current and Projected PCU	Yes □ No □ NA □		N
5.5	Current and Projected TVU	Yes □ No □ NA □		
5.6	Origin destination surveys as per IRC: 102	Yes □ No □ NA □	NA	N
5.7	Speed and delay studies as per IRC:102	Yes □ No □ NA □	NA	N
5.8	Traffic surveys for the design of road junctions as per data in IRC: SP:41	Yes □ No □ NA □	NA	
5.9	Analysis for replacing railway level crossings with over bridges/ subways	Yes □ No □ NA □	NA	
5.10	Axle load survey as per IRC:SP:19	Yes □ No □ NA	NA	

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5.11	Any other details relevant to the project	Yes □ No □ NA □	NA	
5.12	Traffic surveys monitored and reviewed by the client	Yes □ No □ NA □	NA	
6	Cost estimates	Yes □ No □ NA □	NA	
6.1	Project costing as per latest SoR	Yes □ No □ NA □	NA	
7	Environmental aspects	Yes  No  NA	NA	
7.1	Environment profile of the project region	Yes □ No □ NA □	NA	
7.2	Details of Public consultation at residential and commercial settlements affected	Yes □ No □ NA □	NA	
7.3	Impact analysis and mitigation measures	Yes □ No □ NA □	NA	
8	Economic and commercial analysis	Yes □ No □ NA □	NA	
8.1	Estimated cost details	Yes □ No □ NA □	NA	
8.2	Projected revenues details	Yes □ No □ NA □	NA	
8.3	Assumptions stated	Yes □ No □ NA	NA	
8.4	Analysis and results (IRR, Sensitivity Analysis, Financial Viability)	Yes □ No □ NA □	NA	
8.5	Conclusions and recommendations	Yes □ No □ NA □	NA	
8.6	Financial model shared with client and reviewed	Yes □ No □ NA	NA	

9	Conclusions and recommendations	Yes □ No □ NA □	NA	
9.1	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
9.2	Report reviewed for errors and omissions	Yes  No  NA	NA	
9.3	Compliance report prepared on client observations	Yes □ No □ NA □	NA	
10	Design Report	Yes □ No □ NA □	NA	
10.1	Highway improvement proposals	Yes □ No □ NA □	NA	
10.2	Highway geometric designs	Yes □ No □ NA □	NA	
10.3	Roadside drainage	Yes □ No □ NA □	NA	
10.4	Intersections	Yes □ No □ NA □	NA	
10.5	Urban service roads	Yes □ No □ NA □	NA	
10.6	Bus-stops	Yes □ No □ NA □	NA	
10.7	Toll plazas	Yes □ No □ NA □	NA	
10.8	Pedestrian crossings	Yes □ No □ NA □	NA	
10.9	Utility relocation	Yes □ No □ NA □	NA	
10.10	Pavement	Yes  No  NA	NA	
10.11	Structures	Yes □ No □ NA □	NA	

10.12	Any other details relevant to the project	Yes □ No □ NA □	NA	
10.13	Pavement deflection survey as per IRC 81-1997	Yes  No  NA	NA	
10.14	Any other details relevant to the project	Yes  No  NA	NA	
11	Materials Report	Yes  No  NA	NA	
11.1	Material investigations as per IRC:10	Yes □ No □ NA □	NA	
11.2	Review of material investigations by client	Yes □ No □ NA □	NA	
11.3	Multiple borrow areas identified	Yes □ No □ NA □	NA	
11.4	Material survey as per IRC: SP: 19	Yes □ No □ NA □	NA	
11.5	Review of material survey by client	Yes □ No □ NA □	NA	
11.6	Geo-technical and sub-soil explorations as per IRC:78	Yes □ No □ NA □	NA	
11.7	Review of geo-technical and subsoil explorations by client	Yes □ No □ NA □	NA	
11.8	Field testing, soil sampling, laboratory testing in accordance with BIS/ AASHTO/ BS	Yes 🗆 No 🗆 NA	NA	
11.9	Pavement composition and condition survey as per IRC:SP:19	Yes □ No □ NA □	NA	
11.10	Review of pavement composition and condition survey by client	Yes □ No □ NA □	NA	
11.11	Pavement roughness survey as per IRC:SP:16	Yes □ No □ NA □	NA	

11.12	Review of pavement roughness survey by client	Yes □ No □ NA □	NA	
11.13	Pavement structural strength survey as per IRC:81	Yes □ No □ NA □	NA	
11.14	Review of pavement structural strength survey by client	Yes □ No □ NA □	NA	
11.15	Water sample tests as per MoRTH specifications	Yes □ No □ NA □	NA	
11.16	Any other details relevant to the project	Yes □ No □ NA □	NA	
12	Environmental Assessment Report/ Resettlement and Rehabilitation Plan	Yes □ No □ NA □	NA	
12.1	Option for alignment alternatives considered and conclusions	Yes □ No □ NA □	NA	
12.2	Land environment data collection and details/ impact/ mitigation measures	Yes  No  NA	NA	
12.3	Air environment data collection and details/ impact/ mitigation measures	Yes □ No □ NA □	NA	
12.4	Water resources details/ impact/ mitigation measures	Yes □ No □ NA □	NA	
12.5	Noise environment details/ impact/ mitigation measures	Yes □ No □ NA □	NA	
12.6	Biological environment details/ impact/ mitigation measures	Yes □ No □ NA □	NA	
12.7	Details of public consultation	Yes □ No □ NA □	NA	
12.8	Environment monitoring and management plan	Yes  No  NA	NA	
12.9	Details of social impact assessment	Yes □ No □ NA □	NA	

12.10	Details of resettlement and rehabilitation action plan	Yes □ No □ NA □	NA	
12.11	Measures to minimize resettlement	Yes □ No □ NA □	NA	
12.12	Details of public consultation with stakeholders	Yes □ No □ NA □	NA	
12.13	Details of implementation arrangement / budget	Yes □ No □ NA □	NA	
12.14	Any other details relevant to the project	Yes □ No □ NA □	NA	
13	Technical Specifications	Yes □ No □ NA □	NA	
13.1	MoRTH technical specifications for Roads and Bridge works followed	Yes □ No □ NA □	NA	
13.2	Details of technical specifications	Yes □ No □ NA □	NA	
14	Rate Analysis	Yes □ No □ NA □	NA	
14.1	Rate analysis for all relevant items as per latest SoR	Yes □ No □ NA □	NA	
15	Cost Estimates	Yes □ No □ NA □	NA	
15.1	Cost estimates for all relevant items as per latest SoR	Yes □ No □ NA □	NA	
16	Bill of quantities	Yes □ No □ NA □	NA	
17	Drawing Volume	Yes □ No □ NA □	NA	
18	Digital drawings of road			
18.1	Highway cross sections	Yes □ No □ NA □		

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir

2021

	3D e	ngineered models of:		
10.2	•	Road alignment geometry	Yes □ No □ NA	
18.2	•	Proposed highway		
	•	Proposed structures		

# **DPR Checklist – Stage 5 – Technical Schedules (Pavements)**

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Environment Clearance	Yes □ No □ NA □	NA	
2.1	Details of public hearings completed	Yes □ No □ NA □		
2.2	Date of final environment clearance by competent authority	Yes □ No □ NA □		
3	Forest Clearance	Yes □ No □ NA □	NA	
3.1	Date/ Details of Joint site inspection with DFO/ competent authority	Yes □ No □ NA □		
3.2	Date of Stage I forest clearance approval by competent authority	Yes □ No □ NA □		
3.3	Date of final forest clearance approval by competent authority	Yes □ No □ NA □		
4	Wildlife Clearance	Yes □ No □ NA □	NA	
4.1	Date/ Details of joint site inspection with DFO/ competent authority	Yes □ No □ NA □		

4.2	Date of final wildlife clearance approval by competent authority	Yes □ No □ NA □		
5	Utility Clearances (Electricity)	Yes □ No □ NA □	NA	
5.1	Date/ Details of Joint site inspection with competent authority	Yes □ No □ NA □		
5.2	Date of estimate submission by competent authority	Yes □ No □ NA □		
5.3	Date of estimate approval by competent authority	Yes □ No □ NA □		
5.4	Approved utility shifting proposal including strip plan	Yes □ No □ NA □		
5.5	Details of approved contractors, SoR and deposit details for user agency	Yes □ No □ NA □	NA	
5.6	Utilities checklist, no upgradation certificate attached	Yes □ No □ NA □		
		T		
6.2	Date of estimate submission by competent authority	Yes □ No □ NA □		
6.3	Date of estimate approval by competent authority	Yes □ No □ NA □		
6.4	Approved utility shifting proposal including strip plan	Yes 🗆 No 🗆 NA		
6.5	Details of approved contractors, SoR and deposit details for user agency	Yes 🗆 No 🗆 NA	NA	
6.6	Utilities checklist, no upgradation certificate attached	Yes □ No □ NA □		
7.2	Date of estimate submission by competent authority	Yes □ No □ NA □		
7.3	Date of estimate approval by competent authority	Yes □ No □ NA □		

7.4	Approved utility shifting proposal including strip plan	Yes □ No □ NA □		
7.5	Details of approved contractors, SoR and deposit details for user agency	Yes 🗆 No 🗆 NA	NA	
7.6	Utilities checklist, no upgradation certificate attached	Yes □ No □ NA □		
8.2	Date of final approval of GAD by competent authority	Yes □ No □ NA □		
9	Other Clearances	Yes □ No □ NA □	NA	
9.1	Date of final approval by competent authority	Yes □ No □ NA □		
10	Land Acquisition	Yes □ No □ NA □	NA	
10.1	Draft 3a notification submitted	Yes □ No □ NA □		
10.2	Review of 3a notification by client	Yes □ No □ NA □		
10.3	Date of 3a gazette notification	Yes □ No □ NA □		
10.4	Draft 3a notification submitted	Yes □ No □ NA □		
10.5	Review of 3A notification by client	Yes □ No □ NA □		
10.6	Date of 3A gazette notification	Yes □ No □ NA □		
10.7	Date of Joint Measurement Survey with competent authority	Yes □ No □ NA □		
10.7.1	Date of survey - village wise	Yes □ No □ NA □	NA	
10.7.2	Land type –by survey number	Yes □ No □ NA □	NA	

2021

10.7.3	Nature of Land –by survey number	Yes □ No □ NA □	NA	
10.7.4	Ownership status of plots- by survey number	Yes □ No □ NA □	NA	
10.7.5	Verification of area to be acquired – by survey number	Yes □ No □ NA □	NA	
10.7.6	List of structures on each plot	Yes □ No □ NA □	NA	
10.7.7	Sketches of updated alignment by village	Yes □ No □ NA □	NA	
10.7.8	Verification from Land revenue department	Yes □ No □ NA □	NA	
10.7.9	Verification by CALA office	Yes □ No □ NA □	NA	

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

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Village level summary	Yes □ No □ NA □	NA	
2.1	Total private and public land being acquired	Yes □ No □ NA □	NA	
2.2	Variation in area and nature of land against 3D with justification	Yes □ No □ NA □	NA	
2.3	Method used by CALA to arrive at award	Yes □ No □ NA □	NA	
2.4	Date of award by CALA and approval by NHIDCL along with valuation report			
2.5	Total award calculated and deviation from RFCTLARR act	Yes □ No □ NA □	NA	
3	In detail for each Village	Yes □ No □ NA □	NA	
	Updated land acquisition tracker with status of:			
3.1	Notifications	Yes □ No □ NA □	NA	
	Award			
	Disbursement			

3.2	Valuation report and details of award calculation- verification by state authority to be included	Yes □ No □ NA □	NA	
3.3	Claims report	Yes □ No □ NA □	NA	
3.4	Copies of notifications published	Yes □ No □ NA □	NA	
3.5	Copies of land possession certificates received	Yes □ No □ NA □	NA	
4	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
4.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
4.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	

# 1.1.2 DPR Checklist - Stage 8 - Land possession report (Pavements)

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Village level summary	Yes □ No □ NA □	NA	
2.1	Total private and public land being acquired	Yes □ No □ NA □	NA	
2.2	Date of final award by CALA and approval by NHIDCL.			
2.3	Status of disbursement on date of receipt of Land possession certificate	Yes 🗆 No 🗆 NA	NA	
2.4	Key issues being faced in completing land acquisition, if any	Yes □ No □ NA □	NA	
3	In detail for each Village	Yes □ No □ NA □	NA	
3.1	Updated land acquisition tracker with status of:  Notifications  Award  Disbursement	Yes □ No □ NA □	NA	
3.2	Final award and claims report	Yes □ No □ NA	NA	

3.3	Copies of notifications published, land possession certificates received	Yes  No  NA	NA	
4	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
4.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
4.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	
5	GIS Map containing digitsed details of land parcels acquired with all relevant details	Yes  No  NA	NA	

# Annexure III: Checklists for Structures such as ROB/ RUB

#### **DPR Checklist – Stage 1 – Inception Report (Structures)**

General Details		
Project Name		
Consultant's Name		
Date of Review		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Project Appreciation	Yes □ No □ NA □	NA	
2.1	Location of site office	Yes □ No □ NA □		
2.2	Review of scope of ToR and gap identification	Yes □ No □ NA □	NA	
2.3	Details of key departments for documents	Yes □ No □ NA □		
2.4	<ul> <li>Project description</li> <li>Existing LC number</li> <li>Start and End Chainage</li> <li>Village/District</li> </ul>	Yes □ No □ NA □		
2.5	Project location map  On State Map  On District Map  Latitude & Longitude Coordinates of the LC	Yes □ No □ NA □		

2.6	Details of Existing Level Crossing Number of Railway Tracks Type of Railway Tracks (Broad/Metre/Narrow) No. of trains per day	Yes □ No □ NA □		
2.7	Justification for need of an ROB/RU (on basis of TVU count)	B Yes □ No □ NA □	NA	
2.8	Overview of land use plans	Yes □ No □ NA □	NA	
2.9	Overview of existing pavement conditions  Number of Lanes  Type of Pavement (Flexible/Rigid/Surfaced/Unsurface	Yes □ No □ NA □		
2.10	Existing right of way details	Yes □ No □ NA		
2.11	Any other details relevant to the project	Yes  No  NA	NA	E
3	Approach Methodology	Yes □ No □ NA □	NA	
3.1	Engineering survey and investigations	Yes □ No □ NA □	NA	
3.2	Design of road, pavements and structures	Yes □ No □ NA □	NA	
3.3	Environment and social impact assessment	Yes □ No □ NA □	NA	
3.4	Estimation of project cost, viability and financing options	Yes □ No □ NA □	NA	
3.5	Any other details relevant to the project	Yes □ No □ NA □	NA	
4	Task Assignment and Manning Schedule	Yes □ No □ NA □	NA	

4.1	Number of key personnel provided	Yes  No  NA		
4.2	Specific tasks assigned to each key personnel	Yes □ No □ NA □	NA	
4.3	Manning schedule for key personnel	Yes □ No □ NA □	NA	
4.4	Number of key personnel deployed at site	Yes □ No □ NA □		
5	Performa for data collection	Yes □ No □ NA □	NA	
6	Indicative Design standards and cross sections	Yes  No  NA	NA	
7	Development plans	Yes □ No □ NA □	NA	
7.1	Overview of development plans being implemented/ proposed by local bodies	Yes □ No □ NA □	NA	
7.2	Overview of impact of such development plans	Yes □ No □ NA □	NA	
8	Quality Assurance Plan	Yes □ No □ NA □	NA	
8.1	Engineering surveys and investigation	Yes □ No □ NA □	NA	
8.2	Traffic surveys	Yes □ No □ NA □	NA	
8.3	Material geo-technical and subsoil investigations	Yes □ No □ NA □	NA	
8.4	Road and pavement investigations	Yes □ No □ NA □	NA	
8.5	Investigation and design of bridges and structures	Yes □ No □ NA □	NA	
8.6	Environment and R&R assessment	Yes  No NA	NA	

8.7	Economic and financial analysis	Yes □ No □ NA □	NA	
8.8	Drawing and documentation	Yes □ No □ NA □	NA	
8.9	Discussion of draft QAP document with client	Yes □ No □ NA □	NA	
8.10	Approval of final QAP document by client	Yes  No  NA	NA	
8.11	Any other details relevant to the project	Yes □ No □ NA □	NA	
9	Draft design standards	Yes □ No □ NA □	NA	
9.1	Geometric design standards of bridges (Plain)	Yes □ No □ NA □	NA	
9.2	Geometric design standards of bridges (Hilly)	Yes □ No □ NA □	NA	
9.3	Any other details relevant to the project	Yes □ No □ NA □	NA	
10	Conclusions and recommendations	Yes □ No □ NA □	NA	
10.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
10.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
10.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
10.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	

# **DPR Checklist – Stage 2 – Feasibility Report (Structures)**

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes  No NA	NA	
2	Overview of client organization / activities	Yes □ No □ NA □	NA	
3	Methodology adopted for feasibility study	Yes □ No □ NA □	NA	
4	Socioeconomic profile of the project areas	Yes □ No □ NA □	NA	
4.1	Regional economic profile basis last 10 years data as per IRC	Yes □ No □ NA □	NA	
4.2	Economic profile of project influence area basis last 10 years data as per IRC	Yes □ No □ NA □	NA	
4.3	Socio Economic status of project influence area	Yes □ No □ NA □	NA	
5	Indicative design standards, methodologies, and specifications	Yes  No NA	NA	
6	Traffic surveys and analysis	Yes  No NA	NA	

6.1	Classified traffic volume counts using IHMCL data (7 day)	Yes □ No □ NA □	NA	
6.2	Traffic projection methodology as per IRC:108	Yes □ No □ NA □	NA	
6.3	Projected Traffic data for 20 years	Yes □ No □ NA □	NA	
6.4	Current and Projected PCU	Yes □ No □ NA □		
6.5	Current and Projected TVU	Yes □ No □ NA □		
6.6	Axle load survey as per IRC:SP:19	Yes □ No □ NA □	NA	
6.7	Any other details relevant to the project	Yes □ No □ NA □	NA	
6.8	Traffic surveys monitored and reviewed by the client	Yes □ No □ NA □	NA	
7	Reconnaissance survey	Yes □ No □ NA □	NA	
7.1	Road Inventory as per IRC:SP:19	Yes  No NA	NA	
7.2	Review of Road Inventory Survey by client	Yes □ No □ NA □	NA	
			1	
7.3	Geometric Features of the Existing Road  Design Speed Sight distance elements Horizontal Alignment Details Vertical Alignment Details Height of Embankment	Yes □ No □ NA	NA	

7.4	Topographical Survey as per IRC:SP:19 using LiDAR or equivalent technology  Gradient  Terrain	Yes □ No □ NA □	NA	
7.5	Review of topographical survey by client	Yes  No NA	NA	
7.6	Pavement composition and condition survey as per IRC:SP:19	Yes □ No □ NA □	NA	
7.7	<ul><li>Geological Survey</li><li>Geological Map of the Area</li><li>Seismicity</li></ul>	Yes □ No □ NA □	NA	
7.8	Climatic Conditions  Temperature Rainfall Wind	Yes □ No □ NA □	NA	
7.9	Land Use along the existing alignment  Map of the Project Area depicting Agricultural/Habitation/Forest Area	Yes □ No □ NA □	NA	
7.10	Details of Existing Structures  Map of the Project Area depicting Hutments/Buildings/Temples/Public Building/Any Other Significant Structure	Yes □ No □ NA □	NA	
7.11	Inventory and condition survey of culverts	Yes □ No □ NA □	NA	
7.12	Any other details relevant to the project	Yes  No NA	NA	
8	Geotechnical Survey	Yes □ No □ NA □	NA	

8.1	Geo-technical and sub-soil explorations as per IRC:78	Yes 🗆 No 🗆 NA	NA	
8.2	Number of Bore holes dug (holds for every pier and abutment)	Yes  No  NA		
8.3	Review of geo-technical and sub-soil explorations by client	Yes  No NA	NA	
8.4	Field testing, soil sampling, laboratory testing as per IRC:78	Yes  No NA	NA	
8.5	Recommendation of Foundation Type and Depth	Yes  No NA		
8.6	Any other details relevant to the project	Yes  No NA	NA	
9	Hydraulic & Hydrological Survey	Yes □ No □ NA □	NA	
9.1	Hydrological investigations as per IRC:5 and IRC: 13	Yes □ No □ NA □	NA	
9.2	High Flood Level specified	Yes □ No □ NA □	NA	
9.3	Depth of Water Table specified	Yes □ No □ NA □	NA	
9.4	Ponded Water Level specified	Yes □ No □ NA □	NA	
9.5	Any other details relevant to the project	Yes □ No □ NA □	NA	
9.6	Review of Hydrological Survey by the client	Yes □ No □ NA □	NA	
10	Materials Survey	Yes  No  NA	NA	

10.1	Materials Survey conducted as per IRC:SP:19	Yes □ No □ NA □	NA	
10.2	Sources of Naturally Occurring Aggregates specified Details of Borrow Pits with Distance from Project Site Cost of Material/Transportation	Yes □ No □ NA □		
10.3	Sources of Manufactured Items specified  Details of Suppliers with Distance from Project Site  Cost of Material/Transportation	Yes □ No □ NA □	NA	
10.4	Source of Water for construction specified as per IS:456	Yes  No NA	NA	
10.5	Any other details relevant to the project	Yes □ No □ NA □	NA	
11	Determination of whether ROB or RUB is appropriate	Yes  No NA	NA	
11.1	Justification of whether ROB or RUB should be built	Yes □ No □ NA □	NA	
11.2	Review of justification by client	Yes □ No □ NA □	NA	
12	Alignment Options Study	Yes □ No □ NA □	NA	
12.1	At least two alignments proposed  Details of Alignments on Map	Yes 🗆 No 🗆 NA	NA	
12.2	Review of options with client	Yes □ No □ NA □	NA	
12.2.1	Review of options with local authority	Yes □ No □ NA □	NA	

Length of the project along proposed alignment options	Yes □ No □ NA □	NA	
Land Acquisition required along alignment options	Yes  No NA	NA	
Cost Estimates of alternatives	Yes □ No □ NA □	NA	
Recommended Alignment with Justification	Yes □ No □ NA □		
Skew Angle of Proposed Alignment Specified	Yes □ No □ NA □		
Environmental impact of each option	Yes □ No □ NA □		
Review of road geometry and safety for each option	Yes □ No □ NA □	NA	
Traffic Diversion Route Specified	Yes  No NA	NA	
Any other details relevant to the project	Yes  No NA	NA	
Environmental screening/ preliminary environmental assessment	Yes  No  NA	NA	
Analysis basis Initial Environment Examination in IRC: SP: 19	Yes □ No □ NA □	NA	
Recommended feasible mitigation measures	Yes  No NA	NA	
Initial social assessment/ preliminary LA resettlement plan	Yes  No NA	NA	
Analysis basis Initial Environment Examination in IRC: SP: 19	Yes 🗆 No 🗆 NA	NA	
	proposed alignment options  Land Acquisition required along alignment options  Cost Estimates of alternatives  Recommended Alignment with Justification  Skew Angle of Proposed Alignment Specified  Environmental impact of each option  Review of road geometry and safety for each option  Traffic Diversion Route Specified  Any other details relevant to the project  Environmental screening/preliminary environmental assessment  Analysis basis Initial Environment Examination in IRC: SP: 19  Recommended feasible mitigation measures  Initial social assessment/preliminary LA resettlement plan  Analysis basis Initial Environment	Land Acquisition required along alignment options  Land Acquisition required along alignment options  Cost Estimates of alternatives  Recommended Alignment with Justification  Skew Angle of Proposed Alignment Specified  Environmental impact of each option  Review of road geometry and safety for each option  Traffic Diversion Route Specified  Any other details relevant to the project  Environmental screening/ preliminary environmental assessment  Analysis basis Initial Environment Examination in IRC: SP: 19  Recommended feasible mitigation measures  Initial social assessment/ preliminary LA resettlement plan  Analysis basis Initial Environment  Yes No NA  Analysis basis Initial Environment  Yes No NA  Analysis basis Initial Environment  Yes No NA  Yes No NA  Yes No NA  Analysis basis Initial Environment  Yes No NA  Analysis basis Initial Environment  Yes No NA	Droposed alignment options

14.2	Details of consultation with potentially affected persons	Yes □ No □ NA □	NA	
14.3	Details of consultation with local NGOs	Yes □ No □ NA □	NA	
14.4	Details of consultation with municipal authorities	Yes □ No □ NA □	NA	
14.5	Preliminary resettlement plan	Yes □ No □ NA □	NA	
14.6	Any other details relevant to the project	Yes □ No □ NA □	NA	
15	Cost estimates	Yes □ No □ NA □	NA	
15.1	Item rates and rate analysis	Yes □ No □ NA □	NA	
15.2	Escalation	Yes □ No □ NA □	NA	
16	Economic and financial analysis	Yes □ No □ NA □	NA	
16.1	Estimated cost details	Yes □ No □ NA □	NA	
16.2	Projected revenues details	Yes □ No □ NA □	NA	
16.3	Assumptions stated	Yes  No  NA	NA	
16.4	<ul> <li>Analysis and results</li> <li>IRR</li> <li>Sensitivity Analysis</li> <li>Financial Viability</li> </ul>	Yes 🗆 No 🗆 NA	NA	
16.5	Any other details relevant to the project	Yes □ No □ NA □	NA	

17	Strip Plan		NA	
17.1	Details of center line of proposed structure	Yes  No  NA	NA	
17.2	Details of existing RoW	Yes  No  NA		
17.3	Details of proposed RoW	Yes □ No □ NA □		
17.4	Details about ownership of land to be acquired	Yes □ No □ NA □	NA	
17.5	Strip plan basis reconnaissance and topographic surveys	Yes □ No □ NA □	NA	
17.6	Strip plan reviewed and approved by the client	Yes □ No □ NA □	NA	
17.7	Any other details relevant to the project	Yes □ No □ NA □	NA	
11	Strip plan- additional details added	Yes □ No □ NA □	NA	
11.1	Details of centreline, existing structures, road furniture and other features	Yes □ No □ NA □	NA	
11.2	Widening scheme	Yes □ No □ NA □	NA	
11.3	New construction/ reconstruction of structures and amenities	Yes □ No □ NA □	NA	
11.4	Existing and proposed right of way	Yes □ No □ NA □	NA	
11.5	Clearances impacting each chainage	Yes □ No □ NA □	NA	

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

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

3.4	Date of submission of proposal for forest clearance	Yes □ No □ NA □	NA	
3.5	Review of proposal by client	Yes □ No □ NA □	NA	
4	Wildlife Clearance	Yes □ No □ NA □	NA	
4.1	Requirement for wildlife clearance identified	Yes □ No □ NA □	NA	
4.2	Date/ Details of initial consultation with competent authority	Yes □ No □ NA □		
4.3	Details/cost of trees being felled basis concerned District Forest Office	Yes  No  NA		
4.4	Date of submission of proposal for wildlife clearance	Yes □ No □ NA □		
4.5	Review of proposal by client	Yes □ No □ NA □	NA	
5	Utility Clearances (Electricity)	Yes 🗆 No 🗆 NA 🗆	NA	
5 5.1	Utility Clearances (Electricity)  Identification of overground utilities		NA NA	
		Yes 🗆 No 🗆 NA		
		Yes 🗆 No 🗆 NA		
5.1	Identification of overground utilities  Identification of underground utilities using GPR, Induction	Yes No NA Yes No NA	NA	
5.1	Identification of overground utilities  Identification of underground utilities using GPR, Induction Locator or equivalent technologies  Name/ Details of consultation with	Yes No NA Yes No NA	NA	
5.1	Identification of overground utilities  Identification of underground utilities using GPR, Induction Locator or equivalent technologies  Name/ Details of consultation with local authority/ people  Utility relocation plan with existing / proposed location showing existing	Yes No NA	NA NA	

5.7	Review of utility relocation plan/ proposal by client	Yes □ No □ NA □	NA	
6	Utility Clearances (Water)	Yes  No  NA	NA	
6.1	Identification of overground utilities in RoW	Yes □ No □ NA □	NA	
6.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes □ No □ NA □	NA	
6.3	Name/ Details of consultation with local authority/ people	Yes □ No □ NA □		
6.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes  No  NA	NA	
6.5	Cost for relocation as per authority	Yes □ No □ NA □		
6.6	Date of proposal submission to competent authority	Yes  No  NA	NA	
6.7	Review of utility relocation plan/ proposal by client	Yes □ No □ NA □	NA	
7	Utility Clearances (Others)	Yes  No  NA	NA	
7.1	Identification of over ground utilities in RoW	Yes □ No □ NA □	NA	
7.2	Identification of underground utilities using GPR, Induction Locator or equivalent technologies	Yes □ No □ NA □	NA	
7.3	Name/ Details of consultation with local authority/ people	Yes  No  NA		
7.4	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes □ No □ NA □	NA	
7.5	Cost for relocation as per authority	Yes □ No □ NA □		

7.6	Date of proposal submission to competent authority	Yes □ No □ NA □		
7.7	Review of utility relocation plan/ proposal by client	Yes □ No □ NA □	NA	
8	Railway Clearances	Yes □ No □ NA □	NA	
8.1	Identification of ROB/ RUB on project corridor	Yes  No  NA	NA	
8.2	Initial consultation with competent authority	Yes □ No □ NA □	NA	
8.3	Date of proposal submission to competent authority	Yes □ No □ NA □		
8.4	Review of GAD/ proposal by client	Yes  No  NA	NA	
9	Other Clearances	Yes  No  NA	NA	
9.1	Requirement for other clearances identified	Yes  No  NA	NA	
9.2	Date of proposal submission to competent authority	Yes □ No □ NA □		
9.3	Review of proposal by client	Yes □ No □ NA □	NA	
10	Land Acquisition	Yes □ No □ NA □	NA	
10.1	Detailed schedule about acquisition of landholdings as per land records	Yes □ No □ NA □	NA	
10.2	Consultation with affected persons	Yes □ No □ NA □	NA	
10.3	Name/ Details of consultation with NGOs	Yes □ No □ NA □		
10.4	Name/ Details of consultation with concerned government agencies	Yes □ No □ NA □		

10.5	Total land required, land area already available , land to be acquired identified	Yes  No NA		
10.6	Review of land acquisition using digital cadastral map by client	Yes □ No □ NA □	NA	
11	Strip plan- additional details added	Yes □ No □ NA □	NA	11
11.1	Details of centreline, existing structures, road furniture and other features	Yes  No  NA	NA	11.1
11.2	Widening scheme	Yes  No  NA	NA	11.2
11.3	New construction/ reconstruction of structures and amenities	Yes  No  NA	NA	11.3
11.4	Existing and proposed right of way	Yes □ No □ NA □	NA	11.4
11.5	Clearances impacting each chainage	Yes  No  NA	NA	11.5
12	Conclusions and recommendations	Yes □ No □ NA □	NA	
12.1	Conclusions and recommendations	Yes  No  NA	NA	
12.2	Report fulfils project objectives and scope as per RFP	Yes  No  NA	NA	
12.3	Report reviewed for errors and omissions	Yes  No  NA	NA	
12.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	

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

General Details	
Project Name	
Consultant's Name	
Date of Review	

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Project background	Yes □ No □ NA □	NA	
1.1	<ul> <li>Project description</li> <li>Existing LC number</li> <li>Start and End Chainage</li> <li>Village/District</li> </ul>	Yes □ No □ NA □		
1.2	Project location map On State Map On District Map Latitude & Longitude Coordinates of the LC	Yes □ No □ NA		
1.3	Details of Existing Level Crossing Number of Railway Tracks Type of Railway Tracks (Broad/Metre/Narrow) No. of trains per day	Yes □ No □ NA □		
1.4	Justification for need of an ROB/RUB (on basis of TVU count)	Yes □ No □ NA □	NA	
1.5	Overview of land use plans	Yes □ No □ NA □	NA	

1.6	Overview of existing pavement conditions  Number of Lanes  Type of Pavement	Yes  No  NA		
	(Flexible/Rigid/Surfaced/Unsurfaced)			
1.7	Existing right of way details	Yes □ No □ NA □		
1.8	Any other details relevant to the project	Yes □ No □ NA □	NA	
2	Social analysis of the project	Yes □ No □ NA □	NA	
2.1	Project impact on stakeholders such as local people	Yes □ No □ NA □	NA	
2.2	Project impact on residential, commercial and public properties	Yes □ No □ NA □	NA	
2.3	Any other details relevant to the project	Yes □ No □ NA □	NA	
3	Reconnaissance survey	Yes □ No □ NA □	NA	
	Geometric Features of the Existing Road			
		v		
3.1	Road	Yes □ No □ NA		
3.1	<ul><li>Road</li><li>Design Speed</li></ul>			
3.1	<ul><li>Road</li><li>Design Speed</li><li>Sight distance details</li></ul>			
3.1	<ul> <li>Posign Speed</li> <li>Sight distance details</li> <li>Horizontal Alignment Details</li> </ul>			
3.1	<ul> <li>Road</li> <li>Design Speed</li> <li>Sight distance details</li> <li>Horizontal Alignment Details</li> <li>Vertical Alignment Details</li> </ul>	Yes 🗆 No 🗆 NA	NA	
	<ul> <li>Road</li> <li>Design Speed</li> <li>Sight distance details</li> <li>Horizontal Alignment Details</li> <li>Vertical Alignment Details</li> <li>Height of Embankment</li> </ul> Topographical Survey using LiDAR or equivalent technology as per		NA	
	<ul> <li>Road</li> <li>Design Speed</li> <li>Sight distance details</li> <li>Horizontal Alignment Details</li> <li>Vertical Alignment Details</li> <li>Height of Embankment</li> <li>Topographical Survey using LiDAR or equivalent technology as per IRC:SP:19</li> </ul>	Yes 🗆 No 🗆 NA	NA	
ı	<ul> <li>Road</li> <li>Design Speed</li> <li>Sight distance details</li> <li>Horizontal Alignment Details</li> <li>Vertical Alignment Details</li> <li>Height of Embankment</li> <li>Topographical Survey using LiDAR or equivalent technology as per IRC:SP:19</li> <li>Gradient</li> </ul>	Yes 🗆 No 🗆 NA	NA NA	

3.4	<ul><li>Geological Survey</li><li>Geological Map of the Area</li><li>Seismicity</li></ul>	Yes □ No □ NA	NA	
3.5	Climatic Conditions  Temperature  Rainfall  Wind	Yes □ No □ NA □	NA	
3.6	Land Use along the existing alignment  Map of the Project Area depicting Agricultural/Habitation/Forest Area	Yes □ No □ NA □	NA	
3.7	Details of Existing Structures  Map of the Project Area depicting Hutments/Buildings/Temples/Public Building/Any Other Significant Structure	Yes □ No □ NA □	NA	
3.8	Inventory and condition survey of culverts	Yes □ No □ NA □	NA	
3.9	Geo-technical and sub-soil explorations as per IRC:78	Yes □ No □ NA □	NA	
3.10	Number of Bore holes dug (holds for every pier and abutment)	Yes □ No □ NA □		
3.11	Field testing, soil sampling, laboratory testing as per IRC: 78	Yes □ No □ NA □	NA	
3.12	Recommendation of Foundation Type and Depth	Yes □ No □ NA □		
3.13	Hydraulic and Hydrological investigations as per IRC:5	Yes □ No □ NA □	NA	
3.14	High Flood Level specified	Yes □ No □ NA □	NA	
3.15	Depth of Water Table specified	Yes □ No □ NA □	NA	

3.16	Ponded Water Level specified	Yes □ No □ NA □	NA	
3.17	Materials Survey conducted as per IRC:SP:19	Yes □ No □ NA □	NA	
3.18	Sources of Naturally Occurring Aggregates specified Details of Borrow Pits with Distance from Project Site Cost of Material/Transportation	Yes □ No □ NA		
3.19	Sources of Manufactured Items specified  Details of Suppliers with Distance from Project Site  Cost of Material/Transportation	Yes 🗆 No 🗆 NA	NA	
3.19.1	Sources of environmentally friendly construction materials identified as per MoRT&H circular	Yes □ No □ NA	NA	
3.20	Source of Water for construction specified as per IS:456	Yes □ No □ NA □	NA	
3.21	Any other details relevant to the project	Yes □ No □ NA □	NA	
4	Traffic surveys and analysis	Yes □ No □ NA □	NA	
4.1	Classified traffic volume counts using IHMCL data (7 day)	Yes □ No □ NA □	NA	
4.2	Traffic projection as per IRC:108	Yes □ No □ NA □	NA	
4.3	Projected Traffic data for 20 years	Yes □ No □ NA □	NA	
4.4	Current and Projected PCU	Yes □ No □ NA □		
4.5	Current and Projected TVU	Yes □ No □ NA □		

4.6	Axle load survey as per IRC:SP:19	Yes □ No □ NA □	NA	
4.7	Any other details relevant to the project	Yes □ No □ NA □	NA	
5	Determination of whether ROB or RUB is appropriate	Yes □ No □ NA □	NA	
5.1	Justification of whether ROB or RUB should be built	Yes □ No □ NA □	NA	
6	Alignment Options Study	Yes □ No □ NA □	NA	
6.1	At least two alignments proposed  Details of Alignments on Map	Yes □ No □ NA □	NA	
6.2	Length of the project along proposed alignment options	Yes □ No □ NA □	NA	
6.3	Land Acquisition required along alignment options	Yes □ No □ NA □	NA	
6.4	Cost Estimates of alternatives	Yes □ No □ NA □	NA	
6.5	Recommended Alignment with Justification	Yes □ No □ NA □		
6.6	Skew Angle of Proposed Alignment Specified	Yes □ No □ NA □		
6.7	Traffic Diversion Route Specified	Yes □ No □ NA □	NA	
6.8	Any other details relevant to the project	Yes □ No □ NA □	NA	
7	Design Specifications	Yes □ No □ NA □	NA	
7.1	Number of Lanes	Yes □ No □ NA □		

7.2	<ul> <li>Width of ROB</li> <li>Width of Carriageway</li> <li>Width of Safety Kerbs</li> <li>Width of Footpath</li> <li>Any other</li> </ul>	Yes □ No □ NA □		
7.3	Proposed Number of Lanes on ROB in line with PCU as per latest MoRTH guidelines	Yes □ No □ NA □	NA	
7.4	Proposed Length of the Project  Length of ROB  Length of Viaduct  Length of RE Wall  Length of Approach Road  Length of Service Road	Yes □ No □ NA □		
7.5	<ul><li>Span Arrangement</li><li>Span Length</li><li>Number of Spans</li></ul>	Yes □ No □ NA □		
7.6	Are all spans of standardised length as per Railways standards (https://ircep.gov.in/RCApproval/)  If non-standardised, suitable justification provided	Yes □ No □ NA □	NA	
7.7	Details of Proposed Superstructure Design  Type Details of Material Use Proposed Drawings of Cross-Sections	Yes □ No □ NA □	NA	
7.8	Details of Proposed Substructure Design Type  Details of Material Use Proposed	Yes □ No □ NA □	NA	

	Drawings of Cross-Sections			
S No	SECTION OF THE REPORT	VFS/NΩ/NΔ	Details/	Remarks

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
7.9	Details of Proposed Pavement Design Type  Details of Material Use Proposed  Thickness Design MSA  Drawings of Cross-Sections	Yes □ No □ NA □	NA	
7.10	Details of Drainage Structures Proposed	Yes □ No □ NA □	NA	
7.11	Any other details relevant to the project	Yes □ No □ NA □	NA	
8	Cost estimates	Yes □ No □ NA □	NA	
8.1	Summary of Cost Estimates (Refer following subsection)	Yes □ No □ NA □		
8.2	Detailed Abstract of Cost	Yes □ No □ NA □	NA	
8.3	Detailed Bills of Quantity	Yes □ No □ NA □	NA	
8.4	Detailed Rate Analysis	Yes □ No □ NA □	NA	
9	Financial Viability	Yes □ No □ NA □	NA	
9.1	Estimated cost details	Yes □ No □ NA □	NA	

9.2	Projected revenues details	Yes □ No □ NA □	NA	
9.3	Assumptions stated	Yes □ No □ NA □	NA	
9.4	<ul> <li>Analysis and results</li> <li>IRR</li> <li>Sensitivity Analysis</li> <li>Financial Viability</li> </ul>	Yes 🗆 No 🗆 NA		
10	Land Acquisition Study	Yes □ No □ NA □	NA	
10.1	<ul> <li>Land Acquisition Details</li> <li>Total Land Required</li> <li>Land Area already available</li> <li>Area of Land to be Acquired</li> </ul>	Yes 🗆 No 🗆 NA		
10.3	Details of LA Cost	Yes □ No □ NA □		
11	Utility Shifting Study	Yes □ No □ NA □	NA	
11.1	Results of GPR investigation	Yes □ No □ NA □	NA	
11.2	Utility relocation plan with existing / proposed location showing existing RoW and topographic details	Yes □ No □ NA □	NA	
11.3	Cost for relocation as per authority	Yes □ No □ NA □		
12	General Arrangement Drawing	Yes □ No □ NA □	NA	
12.1	Elevation of Railway Portion	Yes □ No □ NA □	NA	
12.2	Plan of Railway Portion	Yes □ No □ NA □	NA	
12.3	General Elevation	Yes □ No □ NA	NA	

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir

12.4	General Plan (showing complete ROB/RUB along with diversion)	Yes □ No □ NA □	NA	
12.5	Key Plan	Yes □ No □ NA □	NA	
12.6	Cross-Section of Railway Portion	Yes □ No □ NA □	NA	
12.7	<ul> <li>3D engineered models of:</li> <li>Existing structure, if any</li> <li>Proposed structure</li> <li>Utilities and other features in RoW</li> </ul>	Yes □ No □ NA □		

## **Cost Summary Table**

S.No.	Particulars	Cost Estimate(in '000)
1	Cost of ROB Portion	
	Foundation	
	Substructure	
	Superstructure	
	Total-ROB Portion	
2	Cost of Viaduct	
	Foundation	
	Substructure	
	Superstructure	
	Total-Viaduct	
3	Cost of Approach Road	
4	Cost of RE Wall	
5	Cost of Service Road	
6	Miscellaneous Costs	
	Cost of Subway	
	Cost of Toll Plaza	
	Cost of Culverts	
	Any Other Costs	
	Civil Cost of the Project	
7	Contingencies @x%	
	Total Civil Cost	
8	Supervision Charges @x%	

9	Cost of Quality Control @x%
10	Maintenance Charges @x%
11	Escalation Costs @x%
12	Land Acquisition Costs
13	Utility Shifting Costs
14	Any Other Costs
	Total Cost of the Project

# **DPR Checklist – Stage 5 – Technical Schedules (Structure)**

General Details	
Project Name	
Consultant's Name	
Date of Review	

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

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

General Details

Projec	t Name				
Consu	ltant's Name				
Date o	of Review				
S.No	SECTIO	N OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Su	mmary	Yes □ No □ NA □	NA	
2	Environment	: Clearance	Yes  No  NA	NA	
2.1	Details of pul	blic hearings	Yes □ No □ NA □		
2.2	Date of final by competen	environment clearance t authority	Yes □ No □ NA □		
3	Forest Cleara	ance	Yes □ No □ NA □	NA	
3.1		of Joint site inspection impetent authority	Yes □ No □ NA □		
3.2	_	e I forest clearance competent authority	Yes □ No □ NA □		
3.3		forest clearance competent authority	Yes □ No □ NA □		
4	Wildlife Clea	rance	Yes □ No □ NA □	NA	
4.1		of joint site inspection ompetent authority	Yes □ No □ NA □		

Yes  $\square$  No  $\square$  NA

Date of final wildlife clearance

approval by competent authority

Utility Clearances (Electricity)	Yes □ No □ NA □	NA	
Date/ Details of Joint site inspection with competent authority	Yes □ No □ NA □		
Date of estimate submission by competent authority	Yes □ No □ NA □		
Date of estimate approval by competent authority	Yes □ No □ NA □		
Approved utility shifting proposal	Yes □ No □ NA □		
Details of approved contractors, SoR and deposit details for user agency	Yes □ No □ NA □	NA	
Utilities checklist, no upgradation certificate attached	Yes □ No □ NA □		
Date of estimate submission by competent authority	Yes □ No □ NA □		
,			
Date of estimate approval by competent authority	Yes □ No □ NA □		
Approved utility shifting proposal	Yes □ No □ NA □		
Details of approved contractors, SoR and deposit details for user agency	Yes 🗆 No 🗆 NA	NA	
Utilities checklist, no upgradation certificate attached	Yes □ No □ NA □		
Date of estimate submission by competent authority	Yes □ No □ NA □		
Date of estimate approval by competent authority	Yes □ No □ NA □		
Approved utility shifting proposal	Yes □ No □ NA □		
	Date/ Details of Joint site inspection with competent authority  Date of estimate submission by competent authority  Date of estimate approval by competent authority  Approved utility shifting proposal  Details of approved contractors, SoR and deposit details for user agency  Utilities checklist, no upgradation certificate attached  Date of estimate submission by competent authority  Date of estimate approval by competent authority  Approved utility shifting proposal  Details of approved contractors, SoR and deposit details for user agency  Utilities checklist, no upgradation certificate attached  Date of estimate submission by competent authority  Date of estimate submission by competent authority  Date of estimate approval by competent authority	Date of estimate submission by competent authority  Date of estimate submission by competent authority  Date of estimate approval by competent authority  Date of estimate approval by competent authority  Approved utility shifting proposal  Details of approved contractors, SoR and deposit details for user agency  Utilities checklist, no upgradation certificate attached  Date of estimate submission by competent authority  Date of estimate approval by competent authority  Petails of approved contractors, SoR and deposit details for user agency  Utilities checklist, no upgradation certificate attached  Date of estimate approval by competent authority  Approved utility shifting proposal  Utilities checklist, no upgradation certificate attached  Date of estimate submission by competent authority  Date of estimate approval by competent authority  Date of estimate approval by competent authority  Date of estimate approval by competent authority  Approved utility shifting proposal  Yes No NA NA Competent authority  Date of estimate approval by competent authority  Approved utility shifting proposal  Yes No NA NA Competent authority  Approved utility shifting proposal	Date / Details of Joint site inspection with competent authority

7.5	Details of approved contractors, SoR and deposit details for user agency	Yes  No  NA	NA	
7.6	Utilities checklist, no upgradation certificate attached	Yes □ No □ NA □		
8.2	Date of final approval of GAD by competent authority	Yes  No  NA		
9	Other Clearances	Yes  No  NA	NA	
9.1	Date of final approval by competent authority	Yes  No  NA		
10	Land Acquisition	Yes  No  NA	NA	
10.1	Draft 3a notification submitted	Yes  No  NA	NA	
10.2	Review of 3a notification by client	Yes  No  NA	NA	
10.3	Date of 3a gazette notification	Yes □ No □ NA □		
10.4	Draft 3a notification submitted	Yes □ No □ NA □	NA	
10.5	Review of 3A notification by client	Yes □ No □ NA □	NA	
10.6	Date of 3A gazette notification	Yes  No  NA		
10.7	Date of Joint Measurement Survey with competent authority	Yes  No  NA		
10.7.1	Date of survey	Yes □ No □ NA □	NA	
10.7.2	Land type –by survey number	Yes □ No □ NA □	NA	
10.7.3	Nature of Land –by survey number	Yes □ No □ NA	NA	

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir

10.7.4	Ownership status of plots- by survey number	Yes □ No □ NA □	NA	
10.7.5	Verification of area to be acquired – by survey number	Yes □ No □ NA □	NA	
10.7.6	List of structures on each plot	Yes □ No □ NA □	NA	
10.7.7	Sketches of updated alignment	Yes □ No □ NA □	NA	
10.7.8	Verification from Land revenue department	Yes □ No □ NA □	NA	
10.7.9	Verification by CALA office	Yes □ No □ NA □	NA	

# 1.1.2 DPR Checklist – Stage 7 – Award determination (Structures)

General Details		
Project Name		
Consultant's Name		
Date of Review		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA □	NA	
2	Village level summary	Yes □ No □ NA □	NA	
2.1	Total private and public land being acquired	Yes □ No □ NA □	NA	
2.2	Variation in area and nature of land against 3D with justification	Yes □ No □ NA □	NA	
2.3	Method used by CALA to arrive at award	Yes □ No □ NA □	NA	
2.4	Date of award by CALA and approval By NHIDCL Along with valuation report			
2.5	Total award calculated and details of deviation from RFCTLARR act	Yes □ No □ NA □	NA	
3	In detail	Yes □ No □ NA □	NA	
3.1	Updated land acquisition tracker with parcel-wise status of:  Notifications  Award  Disbursement	Yes □ No □ NA □	NA	
3.2	Valuation report and details of award calculation- verification by state authority to be included	Yes □ No □ NA □	NA	

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir

3.3	Claims report	Yes □ No □ NA □	NA	
3.4	Copies of notifications published	Yes □ No □ NA □	NA	
3.5	Copies of land possession certificates received	Yes □ No □ NA □	NA	
4	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
4.3	Report reviewed for errors and omissions	Yes  No  NA	NA	
4.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	

# 1.1.3 DPR Checklist – Stage 8 – Land possession report (Structures)

General Details		
Project Name		
Consultant's Name		
Date of Review		

S.No	SECTION OF THE REPORT	YES/NO/NA	Details/ Specifications	Remarks
1	Executive Summary	Yes □ No □ NA	NA	
2	Village level summary	Yes □ No □ NA □	NA	
2.1	Total private and public land being acquired	Yes □ No □ NA □	NA	
2.2	Date of final award by CALA and approval by <agency></agency>			
2.3	Status of disbursement on date of receipt of Land possession certificate	Yes  No  NA	NA	
2.4	Key issues being faced in completing land acquisition, if any	Yes □ No □ NA □	NA	
3	In detail	Yes □ No □ NA	NA	
3.1	Updated land acquisition tracker with status of:  Notifications  Award  Disbursement	Yes □ No □ NA □	NA	
3.2	Final award and claims report	Yes □ No □ NA □	NA	

3.3	Copies of notifications published, land possession certificates received	Yes □ No □ NA □	NA	
4	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.1	Conclusions and recommendations	Yes □ No □ NA □	NA	
4.2	Report fulfils project objectives and scope as per RFP	Yes □ No □ NA □	NA	
4.3	Report reviewed for errors and omissions	Yes □ No □ NA □	NA	
4.4	Compliance report prepared on client observations	Yes □ No □ NA □	NA	
5	GIS Map containing digitised details of land parcels acquired with all relevant details	Yes  No  NA	NA	

**APPENDIX VIII** 

### **Sample Executive Summary of Detailed Project Report**

<Name & Logo of the Agency>
(Ministry of Road Transport & Highways)
Government of India

Executive summary of detailed project report for:

[Project name, stretch, state]

All figures,

template are illustrative. Consultants are to add actual details and expand tables, chapters as needed while **DPR Consultant** keeping the format and information required in each chapter as suggested.

Please delete this sticker upon completion

[Name and logo of consulting agency]

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir

## **Table of Contents**

1	<u>Introduction</u>		293
2	Project overview		294
	2.1 Key features of project		294
	2.2 Key plan of existing project stretch		296
<u>3</u>	Traffic demands on project road		297
	3.1 Traffic volume surveys	297	
	3.2 Axle load survey		298
	3.3 Traffic volume forecast		298
	3.4 Turning movement surveys		299
<u>4</u>	Pavement and corridor surveys		300
	4.1 Pavement condition and distress seen		300
	4.2 Pavement composition		
	300		
	4.3 Pavement strength		300
	4.4 Sub-grade soil survey		301
<u>5</u>	Improvement proposals		302
	5.1 Proposed alignment		302
	5.2 Bypasses proposed		302
	5.3 Road geometry		303
	5.4 Widening scheme		303
	5.5 Pavement design		303
	5.6 Design of structures		305
	5.7 Intersections and grade separators		306
	5.8 Toll plazas		306
	5.9 Wayside amenities proposed		306
6	Environmental impact assessment		307

	<u>6.1</u> Impac	t and clearances needed		
	307			
	<u>6.2</u> Cost o	f environmental mitigation		307
<u>7</u>	Social	impact assessment and Land acquisition		308
	7.1 Social	impact assessment		308
	7.2 Land a	acquisition requirements		
	<u>7.3 Key ris</u>	sks envisaged in land acquisition	308	
	<u>7.48</u> <u>Utili</u>	ties shifting and clearances		309
8	8.1 <u>Utilitie</u>	es shifting estimates		309
8	3.2 Total c	cost of utilities shifting		309
<u>9</u>	<u>Project c</u>	cost estimates		310
<u>10</u>	<u>Material</u>	investigation		311
	<u>10.1</u>	Borrow pits for soil		311
	10.2	Sand		311
	<u>10.3</u>	<u>Gravel</u>		311
	<u>10.4</u>	Fly ash	311	
	<u>10.5</u>	<u>Bitumen</u>		311
	<u>10.6</u>	Cement		311
	<u>10.7</u>	Other local material available		312
	<u>10.8</u>	<u>Key risks</u>		312
	<u>10.9</u>	<u>Location of material sources</u>		313
<u>11</u>	<u>Potentia</u>	I for value engineering and innovative technologies		314
<u>12</u>	Economi	c and financial analysis		315
	<u>12.1</u>	Economic analysis of the project		315
	<u>12.2</u>	<u>Financial analysis</u>		315
<u>13</u>	<u> </u>	Execution plan	317	
1	3.1 Packa	ging		317
1	3.2 Biddin	ng mode and timelines		317

Consultancy Services for Preparation of Detailed Project Report and providing Pre- Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir	
13.3 Construction time and planning	317
14 Conclusions and recommendation	318

#### 1. Introduction

The NHIDCL proposes to implement the <re> the development, maintenance and management of the <NH-xx> stretch from <Origin> to <Destination> from chainage <aa km> to <bb km> into <proposed improvement, xx lane road/ expressway etc.> under the NHDP Phase V programme. The proposed project road has been selected to <primary reason for project- e.g. to improve connectivity and ease congestion between aa bb>

<Consultant> was appointed in <mm/yyyy> to prepare the detailed project report for the project road, and this executive summary covers is submitted along with the <draft/final> detailed project report to cover the key aspects of the project.

<Any special circumstances or requests made by the Authority for the project that affect the consultancy assignment e.g.: NHIDCL desired to restructure project into two packages, bifurcating the project road at Betulnagar, this report has been revised and resubmitted providing improvement proposals and bid documents separately for the two stretches>

## 2. Project overview

As described earlier the project road lies on NH xx (previously NH yy) and connects <orgin> with <destination>, passing through the states of <state 1, state 2>. The proposed project alignment passess through <towns/junctions a, b, c, d> for a total length of <xx km>.



Figure 1: Location of project road

## 2.1. Key features of project

**Table 1: Key features of project** 

Attributes	Details
NH No	Xx (old) Yy (new)
Origin- Destination	Origin-destination Origin point Lat/long – destination point lat/long
Via towns	Town 1, 2, 3, 4
Existing carriageway	2L (7.0m) over 80% of the road stretch with 4L (16.0m) in 20% of the stretch in some urban locations
Service lanes and slip roads	Service lanes of 2-4m width for 16 km, largely in urban areas
Shoulder	2L has paved shoulder of 1-2m width
Condition of existing	Good to fair

pavement	
Right of way	Typically 45 m along entire stretch
Land use along project road	Predominant land use in the area is agricultural (60% on LHS, 50% on RHS), with the rest being urban and forest area (20% on LHS, RHS)
Traffic on the stretch	Largely commercial, with trucks accounting for 80% of vehicle volume
Toll infrastructure	There are no toll plazas in the current stretch
Terrain	Primarily plain and rolling, passing through x settlements
Attributes	Details
Structures along stretch	69 structures- 3 ROBs, 7 major bridges, 2 flyovers, 9 minor bridges, 16 VUP/PUPs and 32 culverts
User amenities along stretch	32 bus shelters, 7 truck lay-byes, and 1 rest area
Key utilities in the proposed RoW	4 km 66 kV UG line with 3 crossings, 30in water main for 7.3 km
Forest Stretches along RoW	Xx km of road from <point a=""> to <point b=""> crosses <type forest="" of=""> <forest name=""></forest></type></point></point>
Rail crossings along RoW	Railway LC no <x> at chainage yy on the <origin station=""> to <destination station=""> rail line at railway chainage zz</destination></origin></x>
Other clearance related	<pre><ple><ple><ple><ple><ple><pre><pre><pre><pre><pre><pre><pre><pr< td=""></pr<></pre></pre></pre></pre></pre></pre></pre></ple></ple></ple></ple></ple></pre>

## 2.2. Key plan of existing project stretch

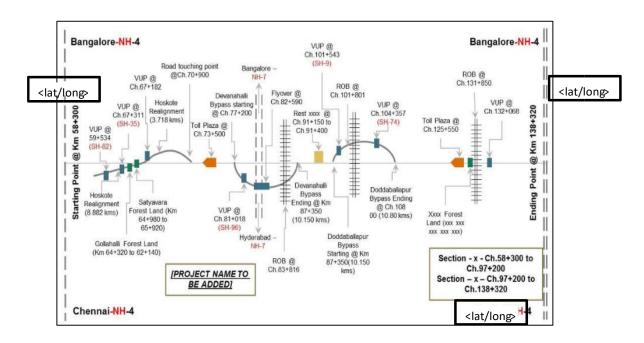


Figure 2: Key plan of existing project road

## 3. Traffic demands on project road

### 3.1. Traffic volume surveys

For the purposes of traffic projections and lane design, <xx> individual sections of road were considered:

**Table 2: Traffic survey locations** 

Section	Chainages	Length (Kms)	Volume Count Locations	Remarks
1	Km 163.0 - 192.0	29.0	Km 177.0, 45.0	Kasia/Tonta mines near 192.000
2	Km 192.0 - 219.0	27.0	Km 201.50	End point of proposed Koida bypass at km 218.250

Traffic volume surveys for the project road were < available from IHMCL for x locations> and were carried out at <x> additional locations along the project road in the month of <mm/yyyy>. The results are as follows:

Table 3: Results of traffic surveys conducted

Homogenous section	1	1	2	
Chainage	45.00	177.00	201.50	
Source of data	IHMCL	Consultant	Consultant	
Bicycle	47	75	61	
2 Wheeler	3320	3288	2630	
3 Wheeler	32	47	30	

Tractor	24	18	22	
Tractor with Trailer	389	385	341	
2 Axle SCV	436	386	388	
LMV 2 axle	3561	3545	3327	
LCV 2 Axle	577	603	563	
2 Axle Truck or Bus	908	987	1014	
3 Axle Truck or Bus	1142	1062	1086	
Multi Axle Vehicles MAV	2033	1962	1994	
Oversized Vehicle OSV	2	1	3	
Cycle	0	0	0	
Earth Moving Equipment	0	0	0	
AADT (in vehicles)	12471	12359	11459	
AADT (in PCUs)	34000	xx	xx	

## 3.2. Axle load survey

Axle load surveys were conducted at <x> locations using <xxxx> to understand the actual load spectrum of commercial vehicles plying on the prject road. The results of the load survey, were converted to Vehicle Damage Factor (VDF) using equivalency factors from <IRC xx> for the purpose of MSA calculations

**Table 4: Axle load survey results** 

Mode	Section 1		Section 2		Section 2	
	Observed- at chainage xx	Recommended	Observed- at chainage xx	Recommended	Observed- at chainage xx	Recommended

LCV	0.47	0.47	0.45	0.45	
2axle	3.97	3.97	3.57	3.97	
3axle	3.63	3.63	3.26	3.26	
MAV	4.92	4.92	4.07	4.07	
Bus	0.78	0.82	0.82	0.82	

### 3.3. Traffic volume forecast

Traffic volume forecast was developed using the <xx> method and converted to Million Standard Axles (MSA) for the purposes of pavement design. The cumulative load in MSA for each section is given as under for various horizon years:

Table 5: Projected traffic load on project road in MSA

MSA	In	+15	In	+30
Section	LHS	RHS	LHS	RHS
1	23.31	22		
2	33	40		

### 3.4. Turning movement surveys

SL. No.	Existing Chainage	Location	Total Volume PCU	Peak Hour Volume PCU	Peak Hour	Intersection type	Grade separator proposed
1	0.300	xxx	30988	1915	17:00 18:00	3 arm	No
2	6.200	xxx	28077	1962	09:00 10:00	4 arm	No
3	10.200	xxx	53333	3599	15:00 16:00	5 arm	Yes
4	28.000	xxx	64315	3884	10:00 11:00	4 arm	Yes

Classified direction wise turning movement surveys were conducted at <x> intersections to determine the need for re-design and addition of structure at the intersection

**Table 6: Turning movement survey results** 

### 4. Pavement and corridor surveys

### 4.1. Pavement condition and distress seen

The overall pavement condition <description of overall pavement condition- e.g. from poor to very poor, with high roughness and significant presence of potholes and raveling>

Table 7: Condition survey of existing pavement

Type of		Leng			
distress	Area <=10 %	Area 10 %-25 %	Area 25 %-50 %	Area 50 %-75%	Area >75 %
Total Cracking	36	70	0	0	0
Potholes	28	23	55	0	0
Patching	44	61	1	0	0
Raveling	80	4	22	0	0
<other categories="" seen=""></other>					
Total	106	106	106	106	106

### 4.2. Pavement composition

The existing pavement structure is a <rigid/flexible/inverted etc.> pavement consisting of subgrade and <x> additional layers. The summary of pavement composition seen is as follows

**Table 8: Composition of existing pavement** 

Section	Bitumino		Granula (m	r course m)		ix nm)
	Min	Max	Min	Max	Min	Max

1	50	350	100	600	
2	40	300	80	500	
Х					

### 4.3. Pavement strength

<xxx FWD/BBD> was carried out to test the strength of the existing pavement, and the characteristic deflection values have been calculated for each homogeneous section of road to enable design of an overlay for the road.

**Table 9: Strength of existing pavement** 

Section	Chai nage		Distance	Characteristic deflection
	Start	End	Km	Mm
1	0.400	2.400	2.000	1.6
2	2.400	10.000	7.600	1.3
Х				

## 4.4. Sub-grade soil survey

Extensive review of available soil information and testing was done to understand the sub-grade characteristics. Summary of soil investigation surveys is as follows:

Table 10: Soil investigation survey results

		11
Attribute	Results	Comments
l l		

Sub-grade CBR range (%)	0.6%-14%	Low over large lengths of section
Degree of compaction (% of MDD)	~95%	Sufficient as per MoRTH guidelines
Swelling ratio (%)	2.5 to 32%	Significant variation seen across stretch
<other attributes=""></other>		

Table 11: Soil types observed

Soil type	% of length	Plasticity index	Comments
Clayey sand (SC)	34%	3 to 15	Poorly graded sand clay mixture
Silty sand (SM)	9%	Non-plastic	Poorly graded
Clayey gravel (GC)	9%	11 to 13	Mixture of gravel, sand and silt

## 5. Improvement proposals

## 5.1. Proposed alignment

The final alignment chosen for the project in consultation with <xx, yy> will <be along current project road/ pass through xx, yy new towns- short description of alignment with changes if any>.

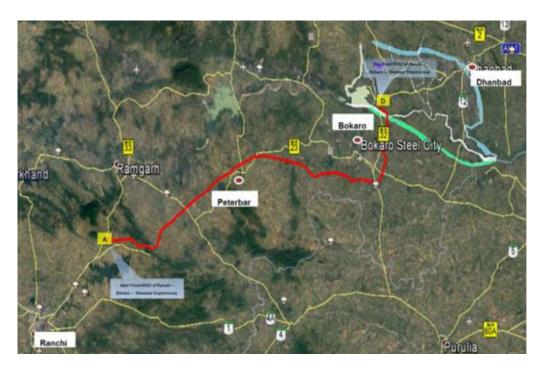


Figure 3: Map showing proposed alignment of project road

### 5.2. Bypasses proposed

Given increasing urban traffic and congestion and the lack of available RoW in urban areas through the project route, <x> urban areas are proosed to be by-passed in the proposed project alignment

Table 12: Proposed by-passes along project length

Urban area to		Bypass plan			
be bypassed	Start chainage	End chainage	Length proposed	Key driver for by-pass	
Nagar 1	45.000	52.000	21.000	Heavy local traffic of ~10,000 PCUs in town limits	
Xxxx					

## 5.3. Road geometry

The project road has been re-designed to accommodate speeds of <xx>, adopted as per <standard or consultation with <AGENCY> >. Enabling this higher speed will require re-design and re-alignemnt of the road in certain sections given their <description of poor geometry>.

#### 5.4. Widening scheme

Basis traffic information available, level of service requirements and consultation with << AGENCY> , local authorities etc.>, the following lane configuration is adopted for the project road:

Table 13: Lane configuration planned for project road

	Chai	nage	Traffic				
Section	Start	End	forecast k PCUs in 20xx	Lane config.	Service lanes	Comments	
1	0.00	2.400	43.5	6	Yes	High urban traffic influx	
2	2.400	60.400	16.4	4	No		
3							
XX							

Basis availability of RoW and land acquisition constraints, a widening scheme has been proposed that makes optimum use of existing ROW and minimizes need for land acquisition in urban areas, a summary of which is given below:

Table 14: Summary of widening type proposed

SI no	Type of widening	Length, Km
1	Concentric	2.400
2	Eccentric, Right	34.600
3	Eccentric, Left	33.800
4	Green field	16.000

### 5.5. Pavement design

### 5.5.1. Design period, loading and pavement type

Using the projected traffic, VDF values, lane and directional distribution factors, the design traffic loading used for the project is <xx to yy> MSA.

Through preliminary design and lifecycle comparisons, the <flexible/rigid/inverted> type of pavement was chosen for construction with a design life of <xx> years as per <IRC/MoRTH/<AGENCY> standards/request> has been considered for design.

#### 5.5.2. Design sub-grade strength

Considering the soil investigations conducted in the prject road area, and the availability of suitable soil in the region, the following sub-grade strength has been assumed to vary from <xx%> to <yy%> for various sections of the highway

### **5.5.3.** Pavement composition for new carriageway

The proposed pavement composition for the new sections carriageway basis <standards>, subgrade strength and design traffic is:

Table 15: Proposed pavement composition

Section	Design Chainage	Sub-grade strength	Pavement loading	Layer thickness (mm)
---------	--------------------	-----------------------	---------------------	----------------------

	Start	End	Min % CBR	MSA	GSB	WMM	DBM	ВС	xx
1	0.400	2.400	10%	40	200	250	95- 125	40	
2	2.400	10.000	8%						
Х									

# 5.5.4. Strengthening of existing pavement

The strengthening requirements for the existing pavement have been estimated fromt eh deflection measurements and estimated traffic loadings. The designed overlay proposed is as below:

Table 16: Overlay thickness required

Section	Chai	nage	Distance	Characteristic deflection	Overlay thic	kness (mm)
	Start	End	Km	Mm	DBM	Xx
1	0.400	2.400	2.000	1.6	95	40
2	2.400	10.000	7.600	1.3	50	40
Х						

# 5.5.5. Pavement design for service lanes

Pavement for service lanes is designed for MSA of xx-yy with a design CBR of ~xx%. The composition for the <flexible/rigid> service lane pavement along the project corridor is as follows:

Table 17: Pavement composition for service road

Layer	Layer Thickness in mm
SDBC	25
DBM	50
WMM	250
GSB	150

# 5.6. Design of structures

Along the project stretch, there are several bridges, culverts, under/overpasses and flyovers. A summary of the total number and proposed additions is given in the table below

Table 18: Proposed improvement to structures along project road

SI No	Structure	Existing	Dismantle	Widen	Reconstruct	Construct in parallel	New construction	Total
1	Major bridge	4	1	-	1	2	3	7
2	Minor bridge							
3	Flyover							
4	Vehicle overpass							
5	Vehicle underpass							
6	Passenger under pass							
7	Culverts							
8	xxx							

# 5.7. Intersections and grade separators

Based on the traffic and turning movement surveys conducted, <xx> junctions have been identified for redesign or grade separation, the details of which are given below

**Table 19: Proposed intersection improvement** 

i	SL. No.	Existing Chainage	Location	Est total vol (k PCU)	Est Peak Hour Vol (k PCU)	Improvement proposed
	1	10.200	xxx	53333	3599	Grade separator

2	28.000	xxx	64315	3884	Grade separator
3					
4					

#### 5.8. Toll plazas

Based on the traffic surveys, O-D surveys and layout of project road, <xx> toll plazas are proposed along the project road:

Table 20: Location of current and proposed toll plazas

SI No	Existing chainage	Design chainage	Location	Existing no of lanes	Proposed no of lanes
1	20.400	22.600	Near origin	2	6
2	95.000	101.500	Near via-nagar junction	New	6
х	xx	xx			

# 5.9. Wayside amenities proposed

<local discussions, discussions with authority, demand modelling etc.> was conducted to locate various way-side amenities across the project road. A summary of the improvements proposed is given below:

Table 21: Proposed user amenities along project stretch

SI no	Amenity type	Current	Proposed	Comments
1	Passenger rest stops	0	2	
2	Truck lay-byes	5	15	High demand due to urban areas along stretch

3	Bus bays	4	10	Limited increase due to scarcity of land
4	Bus shelters	2	34	Proposed in lieu of bus-bays
5	Petrol bunks	1	5	Severe shortage along stretch
6				

# 6. Environmental impact assessment

#### 6.1. Impact and clearances needed

A environmental impact study was undertaken during the process of creating the detailed project report to understand impact of the project road on the surrounding ecology and environment. The project road is categorized as a category <xx> project by the MoEF and as it is <xx km> in length, it <will/will not> require environmental clearances.

The proposed project <involves/does not involve> the acquisition of forest/ecologically sensitive land, felling of trees and will impact wildlife habitat and will hence require individual clearances for each. A summary of the environmental impact and clearances required is provided below

Table 22: Environmental impact and clearances required

SI No	Impact type	Description	Clearance status
1	Environmental clearance	Required due to nature of project, category 'A'	Form 1 submitted dd/mm/yyyy and environmental clearance obtained on dd/mmm/yyyy
2	Diversion of forest land	27.72 ha of land in <xx> district will need to be acquired</xx>	Stage II clearance in progress
3	Trees in RoW	28,460 trees need to be enable road expansion	To be taken

# 6.2. Cost of environmental mitigation

The Environmental Mitigation and Management Costs were developed based on the estimation of resources required to implement the mitigation measures proposed and also number of places where intervention is required. Environmental mitigation cost for the proposed project is Rs. <xx> cr.

# 7. Social impact assessment and Land acquisition

#### 7.1. Social impact assessment

The existing RoW (x-y m) is <adequate/ in adequate> for the proposed widening and RoW requirements as required by <<AGENCY> /Authority>. This will lead to the additional acquisition of <xx>Ha across the states of <states1, 2>, affecting a total of <yy> villages in <zz> districts. In addition to structures found to be encroaching the current Row, the required acquisition is poised to affect <xx> residential and <yy> other structures.

Preliminary interactions have been held with locals to understand their issues and concerns and help communicate the project plan and its impact on them. The key concerns of title and non-title holders centered around:

<Key issues expressed over and above land being acquired, and compensation norms>

#### 7.2. Land acquisition requirements

The state and district wise details and status of land acquisition as on the date of publishing of this report is as follows:

Table 23: Districtwise land acquisition requirements and status

State	Village and Chainage	Total land required (Ha)	Private land to be acquired (Ha)	3A pending (Ha)	3A done, 3D pending (Ha)	3D completed
Maharashtra	Thane (xx to yy)	137	90	10	70	10
Gujarat	<aaa></aaa>	454	400	20	300	80
Gujarat	<pre><pbb></pbb></pre>	588	588	60	500	28
Gujarat	<ccc></ccc>	688	320	80	160	80

Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for Construction of Highway 8.5 Km. Tunnel and approaches at Pir Ki Gali Pass From Km.31.100 to Km.49.300 on Mughal road connecting shopian with Bafliaz in Poonch District road in the Union Territory of Jammu & Kashmir

2021

A total of <xx cr> is expected to be awarded for the acquisition of land required for this project. The land acquisition process is underway with a total of <xx> CALAs appointed, and 90% of land is expected to be in possession by <xx, 20xx>.

# 7.3. Key risks envisaged in land acquisition

Despite the best efforts of the consultant and various lad acquisition teams working to complete land acquisition, it is envisaged that acquiring possession of the RoW for some specific sections of the project road may prove to be difficult or be delayed inordinately. Such potential risks are highlighted below:

<Highlight any risks foreseen along with chainage and ha affected>

#### 8. Utilities shifting and clearances

Utilities belonging to <x> user agencies have been identified that fall within the project road ROW and will need to be shifted to enable road construction. Shifting proposals have been submitted to the user agencies and initial estimates have been received from the concerned agencies. The process of site inspection, review and revision of the proposals for utilities shifting is in process.

<To enable better management of utilities and installation going forward, all utilities are being shifted underground/into a utility corridor/out of the road RoW/ utilities trench is being planned as part of construction>

# 8.1. Utilities shifting estimates

**Table 24: Key utilities shifting requirements** 

SI No	Utility	Chainage affected	Agency	Shifting required	Estimated cost (INR cr)	Supervision %	Current status
1	66kV powerline	123.00- 145.00	UPVVNL	19km of overhead cable, 4 road crossings	~140 cr	15%	Final approval obtained

# 8.2. Total cost of utilities shifting

The total cost of utilities shifting for all the utilities identified in the road RoW is estimated to be <xx cr> with supervision charges of <yy cr> being paid as supervision charges to the <z> concerned agencies.

# 9. Project cost estimates

The cost estimates for the project has been carried out based on detailed design, bill of quantities, and the schedule of rates for <state/district/authority> of year <xx-yy>.

**Table 25: Summary of project cost** 

No	ltem	Amount in Cr	Amount in %
	Civil construction cost		
1	Site clearance and dismantling	60	2%
2	Earth Work		
3	Base courses		
4	Paving courses		

5a	Repair and rehabilitation of structures	
5b	Bridges	
5c	Culverts	
5d	PUP/VUP	
5e	Flyover and overpass	
5f	Drainage, protective works and other services	
5g	RE/toe walls	
6	Junctions and interchanges	
7	Toll plazas	
8	User amenities	
9	Traffic signs, road markings, other appurtenences	
10	Miscellaneous	
11	Maintenance of road during construction	
Α	Total civil cost	
12	Add contingencies @ x% on Z	
В	Estimated project cost	
13	Construction supervision @ x% on Z	
14	Agency charges @ x% on Z	
15	Quality control changes @ x% on Z	
16	Road safety cell audit charges @ x% on Z	
17	Maintenance costs @ x% on Z	
18	Escalation @ x% on Z	
С	Total project cost	
C 19	Total project cost R&R cost	
19	R&R cost	
19 20	R&R cost Environment cost	

# 10. Material investigation

Material investigations were carried out to explore the availability and identify sources of suitable material for the construction of the road.

<retain only relevant sections>

#### 10.1. Borrow pits for soil

Material investigation of <xxx> locations indicates that soil suitable for embankment (of CBR>xx% and density yy g/cc) and for sub-grade (CBR>xx% and density yy g/cc) is available at an average lead of aa to bb km for the project stretch.

<include details on additional material sources like construction rubble, moorum etc>

#### 10.2. Sand

Sand is available in <close proximity> of the project site. Test results show that xx of yy sand sources satisfy the minimum requirement for use in the project.

<Include details of additional potential for sources such as pond bed desilting, other excavation happening>

#### **10.3. Gravel**

Several quarries were identified for sourcing aggregates in the project zone. Xx of yy quarries were found to be suitable for use in the construction of the road. <further details on gravel available and suitability for construction>

#### 10.4. Fly ash

Fly ash is available in close proximity of the project road due to the presence of <xx steel plant/power plant>. Test results show that the available fly ash <satisfies/does not satisfy> the minimum requirement of <specification> to use as <material for embankment/cement mixture/other layers>. The fly ash available has density greater than xx g/cc and shows an OCM of xx-yy%. <the fly ash located isnon plastic>

#### 10.5. Bitumen

Bulk bitumen of the <required grades> is available <closest sources> with an average lead of <xx km>. For the project road <grade> of bitumen has been proposed for <yy layer> due to <reason> and <grade of bitumen> has been proposed for <zz layer> due to <reason>.

#### **10.6.** Cement

Bulk bitumen of the <required grades> is available <closest sources> with an average lead of <xx km>. For the project road <grade> of bitumen has been proposed for <yy layer> due to <reason> and <grade of bitumen> has been proposed for <zz layer> due to <reason>.

#### Other local material available

Details of other local material available for construction

Table 26: Locally available and alternative materials

SI No	Material	Source
1	Hume pipes	Local hume pipe factory in xx yy
2	xx	xxxx

# 10.7. Key risks

Despite the best efforts of the consultant, there continue to be some materials and sections of the project road where material will have to brought from significant leads.

Table 27: Key risks envisaged in material procurement

SI No	Chainage	Material	Closest source
1	Entire project	Bitument	Closest available source is Mumbai at a lead of 900 km
2	223.00+	Soil of CBR >10%	No borrow pit in vicinity, minimum lead of 40 km

#### 10.8. Location of material sources

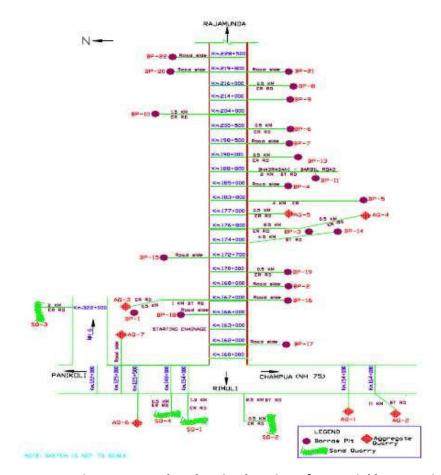


Figure 4: Key plan showing location of potential borrow pits tested

#### 11. Potential for value engineering and innovative technologies

Throughout the detailed design of the project, several opportunities for value engineering and introduction of new technology were explored that will help in reducing the cost of the project or increase quality and longevity of project road. Approval of these elements as part of the construction design and suitable instructions to all stakeholders of the project can help significantly lower the projected cost of construction.

A summary of these opportunities is provided here.

Table 28: Key value engineering opportunities identified

SI No	Value engineering opportunity	Potential impact
1	Use of inverted pavement with a cement stabilized based and granular material in the base layer	40% reduction in layer thickness and ~15% reduction in TPC

# 12. Economic and financial analysis

# 12.1. Economic analysis of the project

The EIRR and NPV of the project has been carried out using <model/software> under multiple scenarios, and the project returns <justify/do not justify> construction given an EIRR of xx in the best case and yy in the worst case.

The various sensitivity scenarios considered were as follows:

0. Base case: Base cost and base benefits

1. Sensitivity 1: Base cost plus xx% and base benefits

2. Sensitivity 2: Xx

3. Sensitivity 3: Xx

The results of the base case and sensitivity analysis are presented below:

Table 29: Economic return analysis

		RU	CS	HDM 4		
Option	Sensitivity Case	NPV (in million Rs.)	EIRR (in %)	NPV (in million Rs.)	EIRR (in %)	
	Base Case 0	19199	30.31	2788.5	14.1	
	Sensitivity 1	18041	27.51	1362.6	12.9	
With time	Sensitivity 2	15147	27.1	943.3	12.8	
	Sensitivity 3	13989	24.56	-ve	11.7	
	Base Case 0	19199	30.31	2788.5	14.1	
Without	Sensitivity 1	18041	27.51	1362.6	12.9	
time	Sensitivity 2	15147	27.1	943.3	12.8	
	Sensitivity 3	13989	24.56	-ve	11.7	

# 12.2. Financial analysis

# 12.2.1. Potential for toll revenue

The projected tollable traffic basis traffic survey and forecasts at the <xx> toll plazas suggested in year <xx> is given below

Table 30: Tollable traffic on project stretch

Toll Plaza		age 45.000 1	2
Traffic type	Total	Tollable	
Bicycle	47	0	
2 Wheeler	3320	0	
3 Wheeler	32	0	
Tractor	24	0	
Tractor with Trailer	389	385	
2 Axle SCV	436	386	
LMV 2 axle	3561	3545	
LCV 2 Axle	577	603	
2 Axle Truck or Bus	908	800	
3 Axle Truck or Bus	1142	1062	
Multi Axle Vehicles MAV	2033	1962	
Oversized Vehicle OSV	2	1	
Earth Moving Equipment	0	0	
AADT (in vehicles)	12471	6500	

# 12.2.2. Results of financial analysis

With the most likely traffic scenario and assumed costs of construction, maintenance, financing and tolling over the period of the project, the return on equity at various periods of concession was calculated. Equity IRR for this project will pass <15%> in year <x> of this project, hence it <is/is not> possible to bid the project

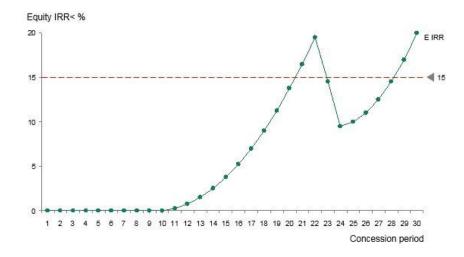


Figure 5: Equity IRR with increasing concession period for project road

#### 13. Execution plan

In consultation with <AGENCY> , it is proposed to complete the proosed project road in a period of <xx> months. Planning for the project packaging, bidding process and construction was conducted as a part of this project.

# 13.1. Packaging

Given the length of the project, the entire project is planned to be bid out in <xx> packages with <yy> packages.

<include table of package details if more than 1 package>

# 13.2. Bidding mode and timelines

The authority has proposed to initiate bidding of the project under <bot/epc/ham> mode <with a grant/premium of xx %>. The tentative timeline for this is:

Submission of bid documents to authority dd/mmm/yyyy
 Review and finalization of documents dd/mmm/yyyy

Launch of tender dd/mmm/yyyy
 Tender close date dd/mmm/yyyy
 Tentative date for award of project dd/mmm/yyyy

#### 13.3. Construction time and planning

Upon reviewing the improvements planned and in consultation with <AGENCY>, the design and construction period for this project has been arrived at <xx> months from the date of appointment of the contractor/concessionaire. To enable this construction schedule, a detailed construction plan and timeline has been included in the detailed project report. This also includes a traffic management and lane closure plan for the period of construction.

#### 14. Conclusions and recommendation

The <expansion/rehabilitation> of the project road from <source> to <destination>, chainage <a> to <b> on NH <x> in the states of <state 1, state 2> to <n> lane configuration is recommended for implementation by <AGENCY> as the project is likely to <1 line justification/ need of project: provide much needed connectivity/improve connectivity/provide higher level of service/rehabilitate the road etc, is needed urgently>.

The project as envisaged is economically viable with an estimated EIRR >12%. The project with a 30 year concession period is expected to return an equity IRR of <xx%> with <yy%> <grant/premium> and is hence recommended for implementation in the <BOT/EPC/HAM> mode.

Table 31: Salient features and key financial aspects of the project road a

Project road						
Project road length	Xx km					
Connecting	<origin>- <destination></destination></origin>					
On national highway	NH No					
Proposed features	Current road	Proposed				
Lanes	2	4				
Bypasses proposed	- 5					
Major junctions	5	5				

Minor Junctions	18	18
Grade separated interchanges	1	4
Major Bridges	4	6
Minor Bridges	19	21
ROBs	1	3
Culverts	120	200
Vehicle/Pedestrian under/overpasses	16	25
Service roads (kms)	14	32
Slip roads (kms)	8	9
Toll plazas (no)	-	2
Bus bays (no)	4	15
Truck lay-byes (no)	2	8
Rest areas (no)	2	6
Financial implications		INR Cr/%
Total capital cost		1595
Total project cost		1486
Civil construction cost (incl. contingency)		1249
Preconstruction expenses		110
Land acquisition		40
Utilities shifting		30
Rehabilitiation and resettlement costs		20

Other pre-construction expenses	20
Implementation mode proposed	BOT (Toll)
Total project cost	1486
Concession period	18 years
<authority> support (Grant/Premium)</authority>	18%
Estimated NPV	50
Project IRR	12%
Equity IRR	15%

# **Appendix-IX**

# **Details of Ongoing and Awarded works in NHIDCL**

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

SI. No.	Name of the work	Contract Price (Rs. Cr.)	Appointed Date	Original Scheduled completion date	Progress as on Date	Likely date of Completion	Remarks, if any
1.							
2.							
3.							

Name of the Bidder:
Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Date:
Place:

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

APPENDIX- X

#### **INTEGRITY PACT**

(To be executed on plain paper and the bidder and same signatory comp	•		
This integrity Pact is made at	on this	day of	2016. <b>BETWEEN</b>
[President of India through Mini represented by Director General Parliament Street New Delhi-110 expression shall, unless repugnar successors and assigns)	(Road Developm 001], (hereinafte	ent) & Special Sec r referred to as th	retary, Transport Bhawan, 1- e "Principal/Owner" which
AND			
(Name a seed and disease of the Firm	/C	-:	+ ((The

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

#### **Preamble**

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

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

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

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit

which the person is not legally entitled to.

- (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

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

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

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

- technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

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

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) have committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of Page **312** of **325**

- the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

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

### Article - 5: Previous Transgressions

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

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

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

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

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

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

- (1) The Principal has appointed Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General

(Road Development) & Special Secretary.

- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

#### Article - 9 Pact Duration

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

awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

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

#### Article - 10 Other Provisions.

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

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

(For & On behalf of the Principal) (Office Seal)	(For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant )
Place	
Date	
Witness 1: (Name & Address):	

Witness 2 : (Name & Address):

(COUNTERSIGNED and accepted by: JV

Partner}

# Appendix:IX

Details of Ongoing and Awarded works in NHIDCL

# **Appendix:X**

#### **INTEGRITY PACT**

**BETWEEN** 

# NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

(NHIDCL) hereinafter referred to as "The Principal" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

#### **AND**

hereinafter referred to as "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

#### Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - The Principal will, during the tender process treat all Contractor(s)/Bidder(s) b. equity and reason. The Principal will in particular, during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons. The **Principal shall** obtain bids from **only** those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

# Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the

Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

- (e) The Bidder(s)/ Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

# Section 3: Disqualification from tender process and/ or exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.
- committed a transgression through a (2) If Contractor(s)/Bidder(s) has the violation of any of the terms under Section 2 above or in any other such as to put his reliability or credibility into question, the Principal exclude such Contractor(s)/Bidder(s) from future entitled to also tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

# Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor (s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/Special Conditions of Contract.

The Contractor(s)/Bidder(s) be in addition to the Bidder(s)/Contractor(s), as terms of Section 3 *above* understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

#### **Section 5:** Previous transgression

- (1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

# Section 6: Independent External Monitor / Monitors

(1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External

Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of avalid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) /Contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes
  Page 323 of 325

both singular and plural forms.

# Section 7 Criminal Contractor(s)/charges against violating Bidder(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

# Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD of NHIDCL.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

# Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)	(For & On behalf of Bidder Contractor)
(Office Seal)	(Office Seal)
Place _	
Date _	
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	

File No.RW/NH-33044/24/2020-S&R (P&B)

# Government of India Ministry of Road Transport & Highways (S&R-Quality Control Cell)

No.1, Parliament Street, Transport Bhavan, New Delhi-110001

Dated: 6th January, 2021

To,

The Chief Secretaries of all State Governments/UTs.

2. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110075.

3. The Principal Secretaries / Secretaries of all States / UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes.

4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3<sup>rd</sup> floor, PTI Building, Parliament Street, New Delhi-110001.

4. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi - 110010.

6. All Engineer-in-Chief and Chief Engineers of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes.

**Subject:** Policy guidelines on action against the consultancy firm and key personnel for misrepresentation of facts & fraudulent practices and non-performance.

Reference: MoRTH letter Nos. RW/3901/30/2015-P&P (Pt-I) dated 15.02.2019 Madam/Sir,

Ministry of Road Transport & Highways, vide above referred letter had circulated Request for Proposal (RFP) document for appointment of consultancy services for preparation of DPR, Authority's Engineer and Independent Engineer in respect of National Highways and centrally sponsored works.

- 2. The RFP document inter-alia requires submission of detail information of each Key Personnel in the specified CV format by the Constancy firm for general qualification, adequacy for the Project and years with the firm, which also include position held in various assignments alongwith total experience against the requirements specified in TOR for the respective key position. The RFP further prescribes following penal action if the information furnished in the CV is incorrect:
  - (i) If any information is found incorrect, at any stage, action including termination and debarment from future projects of MoRTH or its Executing Agencies upto 2 years may be taken by MoRTH or its Executing Agencies on the personnel and the firm.
  - (ii) In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences. In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty.

- 3. The above matter has been re-examined in MoRTH subsequent to representation received from Association of Consultancy firms and following have been decided:
- (i) If any information is found incorrect/fake/inflated in the CV, at any stage, debarment of the key personnel from future MoRTH or its Executing Agencies projects upto 2 years may be taken by MoRTH or its Executing Agencies.
- (ii) In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated at any stage, action including termination of the consultancy agreement and debarment of the firm upto 2 years from future MoRTH or its Executing Agencies projects shall be taken by MoRTH or its Executing Agencies.
- (iii) In case, the information contained in the CV for the duration in which the key personnel was employed by the firm proposing his candidature is found incorrect/fake/inflated at any stage, the consultancy firms shall have to refund the salary and perks drawn in respect of the person apart from other consequences.
- (iv) In case, the information contained in the CV for the duration in which the key personnel was not employed by the firm proposing his candidature is found incorrect/fake/inflated at any stage, the consultancy firms will have to refund the twice of salary and perks drawn in respect of the person.

The above modification, henceforth, shall be incorporated in RFP document by replacing respective portion of (A) clause 3.4.X (a) / (b) / (c) and 3.4.X (g) of Section 2 (Letter of Invitation) & clause 9 of Section 7 [Draft form of contract] for appointment of Authority's Engineer/ Independent Engineer and (B) clause 3.2.4 (i) of Letter of Invitation for appointment of DPR consultant.

4. Furthermore, it has been decided to penalize the consultant for some other defaults which are not stipulated in the RFP/ Contact Agreement, as per following:

Type of default		Action against Consulting Firm		Addition of clause in RFP document		
Consultancy experience/ docu found to be false stage i.e. from bi completion of serv	ment is e at any dding to vices.	contract terminat and cor shall be	shall be ed nsultant firm debarred for of 2 years.	case, experience, be false at bidding to the Consu be termina	document is any stage i.	Firm's found to e. from services, act shall

Ownership of equipment (i) The consultancy/New Foot note to 'Data Sheet' sub case Associate firm, as the criteria Clause for experience in use of Consultancy/Associate case may of technology shall be added: Firm is found to be false. shall put on holiday In case, Ownership document listing (temporary equipment debarment) for Consultancy/Associate Firm is found period upto to be false, i) The consultancy/ months. Associate firm, as the case may be, shall be put on holiday (temporary debarment) for a period upto 12 months.

- 5. The marks for equipment is rationalized and full score be accorded for either of ownership or hire purchase or other option such as leasing as the intent of contract is to get the services of the Consultant for using the equipment for the given assignment.
- 6. In addition, it is felt necessary to streamline the procedure on the part of both i.e. Consultant as well as Employer for effective performance of various obligations under the Contract and Terms of Reference (ToR), as under:
- (i) There has been general delay in approval of replacement of key personnel particularly Team Leader, which is examined at various officers at field level as well as HQ. In order to minimize the delay in approval of such replacements, Consultant shall submit the proposal directly to the competent level responsible for such approvals. The approval for replacement of key personnel shall be accorded within one month of submission of such proposal. In case of further delay, unless refused after due evaluation of CV by the Authority within a month, it will be considered deemed approval of such replacements proposed.
- It has been observed in some of the cases that completion certificate of the project is being issued by Authority's Engineer with retrospective effect and without ascertaining that all the works have been completed as per Specification and Standards, particularly ancillary items like shoulders, road signs, markings, road furniture items etc. of Issuance such completion certificate, besides being fraudulent activity, leads to financial implication such as payment of Bonus even when the works are not fully completed. Ministry has earlier issued guidelines vide letter dated 22.03.2019 on issuance of completion certificate and further Ministry vide letter dated 25.02.2020 has mandated to upload NSV survey report/ data before issuing completion certificate on PMIS portal. Therefore, the test results on completion including video, NSV survey report/ data and safety audit shall invariably be uploaded on the PMIS portal before issue of completion certificate by the Authority's Engineer after ascertaining that all pre-requisites as per Contract Agreement has been fulfilled

by the Contractor, failing which Consultancy firm shall be **debarred for a period of two year.** 

- (iii) In some cases, it is found that MPR are not being prepared properly by the Consultant to reflect the actual progress, hindrances, deployment of resources by the contractor, quality control, Non-conformity reports, safety, fulfilment of obligations of contractor and consultant including approval of various documents, design & drawings. Therefore, it has been decided that Consultant shall record all aspects as per services to be provided in terms of Reference (ToR), failing which the Consultancy firm shall be warned for non-performance. In case Consultancy firm continues to default, even after multiple warning exceeding 5 times, the firm shall be put on holiday listing (temporary debarment) for a period upto 12 months from future assignments by MoRTH or its Executing Agencies.
- (iv) In case, person permanently employed with the firm is to be replaced, Technical score of both the CVs shall be compared excluding the marks given for employment with firm. Replacement would be allowed when the Technical Score (excluding the marks given for employment with firm) of the new key person is equal or better than the existing key person's Technical Score excluding marks assigned for permanent employment with the firm. However, the remuneration of such replacement shall be reduced on proportionate basis in case the overall score of the replacement person is less than the overall score of original person.

7. Following provision shall be incorporated in the RFP documents regarding selection of consultants:

- (i) For project involving high complex/downstream consequences/ specialized assignments, i.e. Standalone major Bridges/ Elevated structures, Tunnels, Expressways, a technical weightage of 80/20 may be adopted for selection of Consultants under QCBS.
- (ii) For project of Moderate complexity, i.e. projects of widening to 2/4 laning, a weightage of 75/25 may be adopted for selection of Consultants under QCBS.
- (iii) Provision of Additional Bank Guarantee from selected bidder for low bids is dispensed with.
- (iv) In case final DPR and 3D has been submitted and no further action is taken by the employer, the DPR shall be considered as completed after 3 yr and submission of both final DPR and 3D.
- 8. MoRT&H and all its implementing agencies will incorporate the provision of this circular appropriately to the RFP of DPR consultant/ Authority's Engineer/Independent Engineer before inviting proposals for a particular consultancy services.
- 9. Any complaint/ default which comes to the notice shall be examined by concerned Regional Officer and proposal will be submitted to Hqrs with his specific

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recommendation and documentary evidence. The Committee comprising of Zonal Chief Engineer, an Officer of the rank of SE from other Zone and a representative of IFD will further examine the case and give an opportunity to the Consultant for submission of his clarification. After carefully examining the matter with due diligence, the Committee will recommend deterrent action for acceptance of competent authority. NHAI and NHIDCL will create similar mechanism to deal with the complaint/default.

- 10. Contents of this circular may be brought to the notice of all concerned for immediate compliance.
- 11. This has been issued with the approval of the Competent Authority.

Yours faithfully,

(Jagat Narayan) Superintending Engineer (S&R) Roads

For Director General (RD) & SS

# Copy to:

- 1. All ROs/ ELOs of MoRTH and all Technical Officers at MoRTH Headquarter.
- 2. Secretary General, Indian Roads Congress
- 3. Director, IAHE, NOIDA
- 4. PPS to Secretary (RTH), PPS to DG (RD) &SS, PS to AS&FA, PS to ADG- III
- 5. NIC-with request to upload on the Ministry's portal.