

**Format for Bank Guarantee for Performance Security (For individual work)**  
**BANK GUARANTEE FOR PERFORMANCE SECURITY**

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

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

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any

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

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

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

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

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs. ....(Rupees.....) and it shall remain in force up to and including .....and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

**NOTE:**

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

**APPENDIX-II**

**Form- E4**

**BANK GUARANTEE FORMAT FOR BID  
SECURITY**

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

Ref.: **Tender No.**\_\_\_\_\_, **dated** \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ (hereinafter called “the bidder”) has submitted his bid dated \_\_\_\_\_ (date) for the **Tender No.** \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called “the Bid”. KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto \_\_\_\_\_ [name of employer] (hereinafter called “the Employer”) in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

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

This guarantee shall also be operatable at our <Name of Bank> Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made

available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

DATE \_\_\_\_\_  
SIGNATURE OF THE BANK \_\_\_\_\_SEAL OF THE BANK \_\_\_\_\_ SIGNATURE  
OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

**NOTE:**

- (iv) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (v) *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.*
- (vi) *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*
- (iv) *The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan , New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee.*

## **INTEGRITY PACT**

BETWEEN

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

(NHIDCL) hereinafter referred to as "**The Principal**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as "**The Bidder/Consultant**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) for **(Name of the contract)** **(hereinafter referred to as the 'Project')**. The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Consultant(s).

In order to achieve these goals, the Principal has appointed Dr. Satyanarayana Dash, IAS (Retd.) Independent External Monitor (IEM), NHIDCL, who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project. The contact details of Dr. Satyanarayana Das are as under-

H16-206, Kanan Vihar, Phase-I, Chandrasekharapur,

Bhubaneswar, Odhisa - 751024.

Mobile: 9776751669

Email: satya8may@yahoo.co.in

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Consultant (s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultant (s)/Bidder(s) the same information and will not provide to any Consultant (s)/Bidder(s), confidential/additional information through which the Consultant (s)/Bidder(s) could obtain an advantage in relation to the tender

process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Consultant (s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Consultant (s)/Bidder(s) **for the different Work Packages in the aforesaid Project**
- (4) The Principal will disqualify from the tender process all Consultant (s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

## **Section 2 - Commitments of the Bidder(s) / Consultant(s)**

- (1) The Bidder(s) / Consultant (s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/ Consultant (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/ Consultant (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/ Consultant (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in

the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Consultant (s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

- (e) The Bidder(s)/ Consultant (s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Consultant (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and/ or exclusion from future contracts.**

- (1) If the Bidder(s)/ Consultant (s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant (s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.
- (2) If the Consultant (s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant (s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the Consultant from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Consultant (s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

### **Section 4: Compensation for Damages**



- (1) If the Principal has disqualified the Bidder(s)/ Consultant (s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Consultant (s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant (s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant (s)/Bidder(s) be in addition to the Bidder(s)/ Consultant (s), as terms of Section 3 above, understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

#### **Section 5: Previous transgression**

- (1) The Bidder(s)/ Consultant (s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/ Consultant (s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/ Consultant (s) can be black listed in terms of Section 3 above.

#### **Section 6: Independent External Monitor / Monitors**

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The

Monitor shall report to the Managing Director, NHIDCL.

- (4) The Bidder(s)/ Consultant (s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) / Consultant (s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

#### **Section 7 Criminal Consultant(s)/charges against violating Bidder(s) / Subconsultant(s)**

If the Principal obtains knowledge of conduct of a Bidder/ Consultant or any employee or a representative or an associate of a Bidder/ Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

#### **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant (s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD of NHIDCL.

The Bidder(s)/ Consultant (s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

#### **Section 9 - Other provisions**

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/  
Consultant)

(Office Seal)

(Office Seal)

Place                      \_

Date                      \_

#### **Witness 1:**

(Name & Address)

#### **Witness 2:**

(Name & Address)

**Sample Executive Summary of Detailed Project Report**



National Highways & Infrastructure Development Corporation  
Ltd. (Ministry of Road Transport & Highways) Government of  
India

Executive summary of detailed project report for:

*[Project name, stretch, state]*

*All figures, details and graphs in this template are illustrative. Consultants are to add actual details and expand tables, chapters as needed while keeping the format and information required in each chapter as suggested. Please delete this sticker upon completion*

**DPR Consultant**

[Name and logo of consulting agency]

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## 1. Introduction

The National Highways & Infrastructure Development Corporation Ltd proposes to implement the <re> the development, maintenance and management of the <NH-xx> stretch from <Origin> to

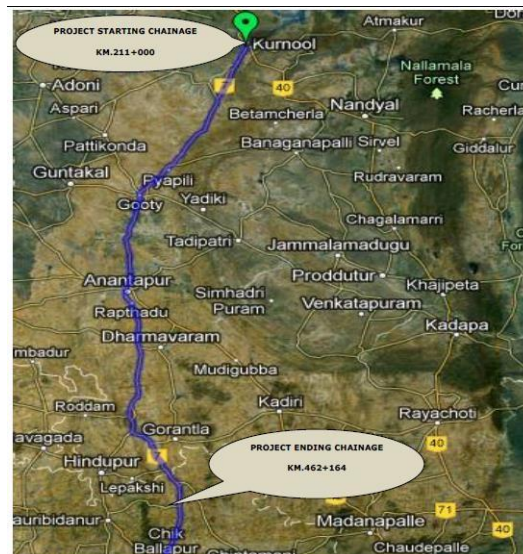
<Destination> from chainage <aa km> to <bb km> into <proposed improvement, xx lane road/ expressway etc.> under the in principle approved NH. The proposed project road has been selected to <primary reason for project- e.g. to improve connectivity and ease congestion between aa bb>

<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 <xx>, 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 <origin> with <destination>, passing through the states of <state 1, state 2>. The proposed project alignment passes 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 pavement	Good to fair
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
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 of forest> <forest name>
Rail crossings along RoW	Railway LC no <x> at chainage yy on the <origin station> to <destination station> rail line at railway chainage zz
Other clearance related aspects	<please describe any other clearances that will be required for the project>

## 2.2 Key plan of existing project stretch

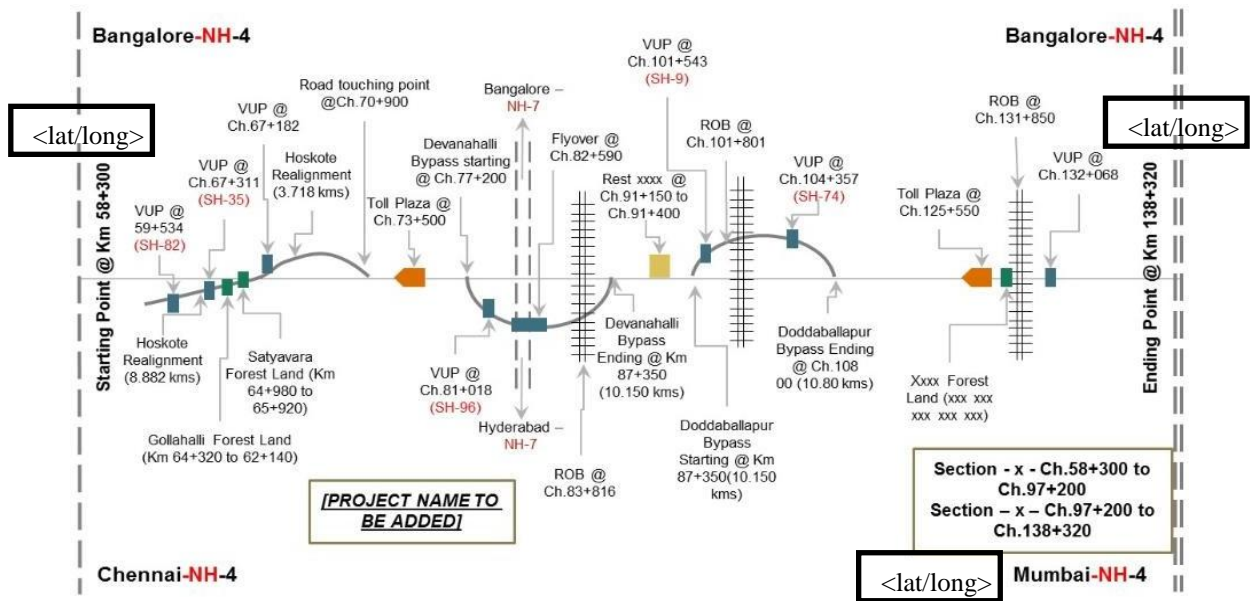


Figure 2: Key plan of existing project road

### 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 project 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	Recommend ed	Observed - at chainage xx	Recommend ed	Observed - at chainage xx	Recommend ed
LCV	0.47	0.47	0.45	0.45		
2-axle	3.97	3.97	3.57	3.97		
3-axle	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		
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### 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 x+15		In x+30	
Section	LHS	RHS	LHS	RHS
1	23.31	22		
2	33	40		

### 3.4 Turning movement surveys

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*

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

## 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*

	Length affected, in Kms
--	-------------------------

Type of 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>					
Total	106	106	106	106	106

#### 4.2 Pavement composition

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

*Table 8: Composition of existing pavement*

Section	Bituminous course (mm)		Granular course (mm)		Xx (mm)	
	Min	Max	Min	Max	Min	Max
1	50	350	100	600		
2	40	300	80	500		
X						

#### 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	Chainage		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
X				

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#### 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*

Attribute	Results	Comments
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>		

**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 proposed to be by-passed in the proposed project alignment

*Table 12: Proposed by-passes along project length*

Urban area to be bypassed	Bypass plan			Key driver for by-pass
	Start chainage	End chainage	Length proposed	
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 NHIDCL>. Enabling this higher speed will require re-design and re-alignment 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 <NHIDCL, local authorities etc.>, the following lane configuration is adopted for the project road:

*Table 13: Lane configuration planned for project road*

Section	Chainage		Traffic forecast k PCUs in 20xx	Lane config.	Service lanes	Comments
	Start	End				
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*

Sl 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/NHIDCL standards/request> has been considered for design.

### **5.5.2. Design sub-grade strength**

Considering the soil investigations conducted in the project 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	BC	xx
1	0.400	2.400	10%	40	200	250	95-125	40	
2	2.400	10.000	8%						
X									

### **5.5.4. Strengthening of existing pavement**

The strengthening requirements for the existing pavement have been estimated from the deflection measurements and estimated traffic loadings. The designed overlay proposed is as below:

**Table 16: Overlay thickness required**

	Chainage	Distance	Characteristic deflection	Overlay thickness (mm)
--	----------	----------	---------------------------	------------------------



Section	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
X						

#### 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*

Sl 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							
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### 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**

SL. No.	Existing Chainage	Location	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**

Sl No	Existing chainage	Design chainage	Location	isting no of lanes	posed no of lanes
1	20.400	22.600	Near origin	2	6
2	95.000	101.500	Near via-nagar junction	New	6
X	xx	Xx			

### 5.9 Wayside amenities proposed

<local discussions, discussions with authority, demand modeling 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**

Sl 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**

Sl 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/mm/yyyy
2	Diversion of forest land	27.72 ha of land in <xx> district will need to be acquired	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 <NHIDCL/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>

## 72. 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: District wise land acquisition requirements and status*

State	Village and Chainage	Total land required (Ha)	Private land to be acquired (Ha)	pending (Ha)	3A done, 3D pending (Ha)	3D completed
Maharashtra	Thane (xx to yy)	137	90	10	70	10
Gujarat	<aaa>	454	400	20	300	80
Gujarat	<bbb>	588	588	60	500	28
Gujarat	<ccc>	688	320	80	160	80

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>.

## 73. Key risks envisaged in land acquisition

Despite the best efforts of the consultant and various land 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**

Sl 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	Item	Amount in Cr	Amount in %
	<b>Civil construction cost</b>		
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		

No	Item	Amount in Cr	Amount in %
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 appurtenances		
10	Miscellaneous		
11	Maintenance of road during construction		
<b>A</b>	<b>Total civil cost</b>		
12	Add contingencies @ x% on Z		
<b>B</b>	<b>Estimated project cost</b>		
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		
<b>C</b>	<b>Total project cost</b>		
19	R&R cost		
20	Environment cost		
21	Cost of shifting utilities		
22	LA compensation cost		
<b>D</b>	<b>Total capital cost</b>		

## 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>

### **103. 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>

### **104. 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 is non plastic>

### **105. 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>.

### **106. 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>.

### **107. Other local material available**

Details of other local material available for construction

**Table 26: Locally available and alternative materials**

Sl No	Material	Source
1	Hume pipes	Local hume pipe factory in xx yy
2	xx	xxxx

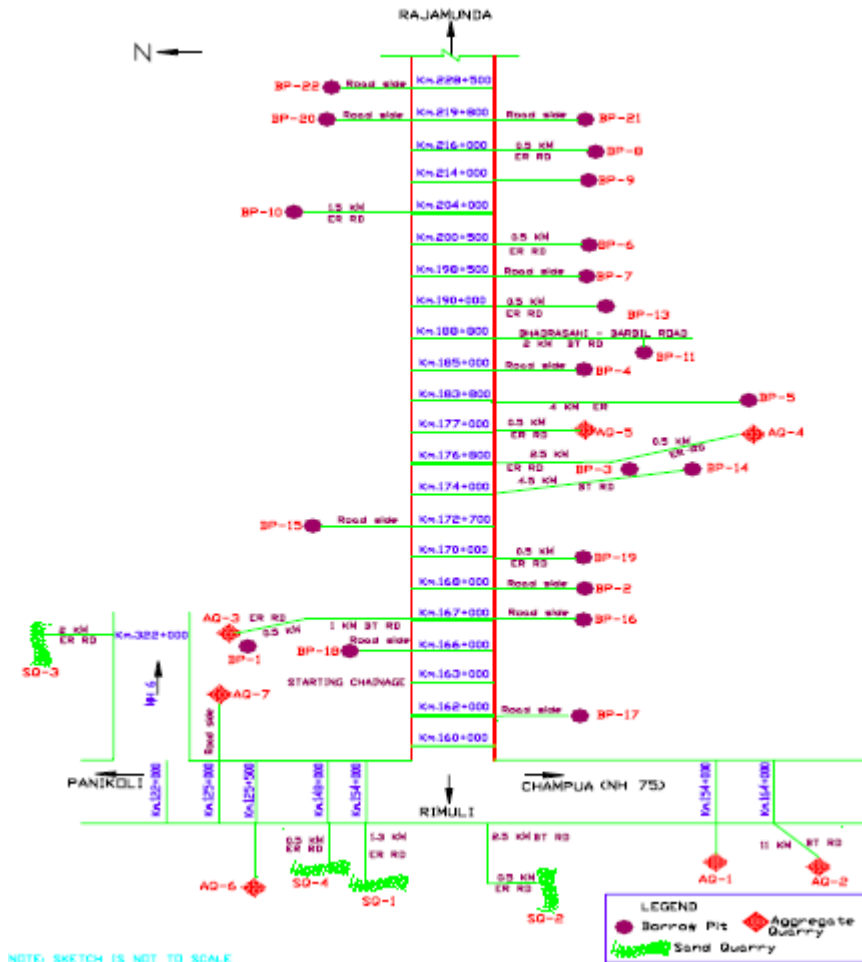
### **108. Key risks**

Despite the best efforts of the consultant, there continue to be some materials and sections of the project road where material will have to be brought from significant leads.

*Table 27: Key risks envisaged in material procurement*

Sl 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

## 10.9. 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**

Sl 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**

Option	Sensitivity Case	RUC S		HDM 4	
		NPV (in million Rs.)	EIRR (in %)	NPV (in million Rs.)	EIRR (in %)
With time	Base Case 0	19199	30.31	2788.5	14.1
	Sensitivity 1	18041	27.51	1362.6	12.9
	Sensitivity 2	15147	27.1	943.3	12.8
	Sensitivity 3	13989	24.56	-ve	11.7
Without time	Base Case 0	19199	30.31	2788.5	14.1
	Sensitivity 1	18041	27.51	1362.6	12.9
	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	1 @ Chainage 45.000	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

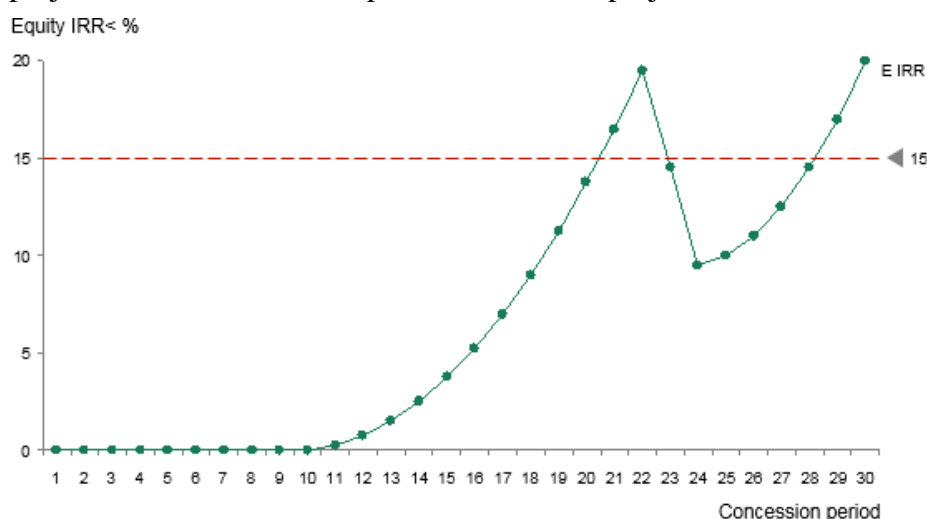


Figure 5: Equity IRR with increasing concession period for project road

### 13. Execution plan

In consultation with NHIDCL, it is proposed to complete the proposed 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 NHIDCL, 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 NHIDCL 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>	
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
<b>Financial implications</b>	<b>INR Cr/%</b>	
<b>Total capital cost</b>	<b>1595</b>	
<b>Total project cost</b>	<b>1486</b>	
Civil construction cost (incl. contingency)	1249	
<b>Preconstruction expenses</b>	<b>110</b>	
Land acquisition	40	
Utilities shifting	30	
Rehabilitation and resettlement costs	20	
Other pre-construction expenses	20	
<b>Implementation mode proposed</b>	<b>BOT (Toll)</b>	
Total project cost	1486	
Concession period	18 years	
<Authority> support (Grant/Premium)	18%	
Estimated NPV	50	
Project IRR	12%	
Equity IRR	15%	

## Appendix H (2):

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

To

(Name & Address of Authority)

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Omnibus Guarantee shall not exceed Rs..... (Rupees.....);
2. This Bank Guarantee shall be valid upto (Date (Month) Year); and (24 months).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if you serve upon us a written claim or demand on or before...” (24 months). Thereafter, all your rights under this

guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

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

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

Signature and Seal of Guarantor.....

In presence of

Name and Designation

1. ....

Name of the Bank.....

(Name, Signature & Occupation)

Address.....

2. ....

.....

(Name & Occupation)

Date

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

**NOTE:**

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

