

# SELECTION OF CONSULTANTS

## Request for Proposals Consulting Services (PMC)

### Procurement of:

**Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede's college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc**

**Client:** *Director, (Projects), HPSRTP, Himachal Pradesh State Road and Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002*

**Country:** *India*

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## Table of Contents

### Contents

PART I .....	5
Section 1. Request for Proposal Letter.....	5
Section 2. Instructions to Consultants and Data Sheet.....	9
A. General Provisions .....	9
1. Definitions.....	9
2. Introduction.....	11
3. Conflict of Interest.....	11
4. Unfair Competitive Advantage .....	12
5. Fraud and Corruption.....	12
6. Eligibility .....	12
7. Bid Security and Performance Security:.....	14
B. Preparation of Proposals .....	15
8. General Considerations.....	15
9. Cost of Preparation of Proposal .....	15
10. Language.....	15
11. Documents Comprising the Proposal .....	15
12. Only One Proposal .....	15
13. Proposal Validity.....	15
14. Clarification and Amendment of RFP .....	16
15. Preparation of Proposals Specific Considerations .....	17
16. Technical Proposal Format and Content.....	18
17. Financial Proposal .....	18
C. Submission, Opening and Evaluation.....	19
18. Submission, Sealing, and Marking of Proposals.....	19
19. Confidentiality.....	20
20. Opening of Technical Proposals .....	21
21. Proposals Evaluation .....	21
22. Evaluation of Technical Proposals .....	21
23. Financial Proposals for QBS.....	22
24. Public Opening of Financial Proposals (for QCBS).....	22
25. Correction of Errors.....	23
26. Taxes.....	24
27. Conversion to Single Currency .....	24
D. Negotiations and Award .....	25
E. Data Sheet .....	29
Section 3. Technical Proposal – Standard Forms .....	51
Section 4. Financial Proposal - Standard Forms.....	67
Section 5. Fraud and Corruption.....	73

Section 6. Terms of Reference.....	75
1. Objective & Scope of Consultancy .....	76
2. Implementation Mechanism.....	78
a. Overall Program plan preparation, management & monitoring .....	83
b. Civil works .....	84
c. Construction Supervision Consultant.....	85
(2) During Construction of Tunnel, approaches, Junctions at Portals, Viaduct at Portal .....	85
(3) Post Construction Consultancy .....	86
(4) Other activities related to the Project.....	87
Training and Capacity building .....	87
Assist the PIU in preparation of Supporting Documentation for the Project.....	87
● Team Leader cum senior tunnel expert:.....	91
● TUNNEL DESIGN EXPERT .....	92
● Tunnel cum Excavation Specialist.....	94
● SENIOR E&M EXPERT .....	95
● SENIOR SURVEY ENGINEER.....	99
● QUANTITY SURVEYOR/DOCUMENTATION EXPERT.....	101
3. SENIOR CONTRACT SPECIALIST .....	102
(1) Essential Qualifications.....	102
(2) Preferential Qualifications.....	102
4. TOR of QATA.....	109
5. Objectives: -.....	109
6. Scope of Consultant's Services.....	110
7. Task to be carried out under the Consultancy Services .....	111
6.1 Task 1: Team Mobilization and Project Start-up .....	111
6.2 Task 2: Review of Available Documents.....	111
6.3 Task 3: Study of Contract Agreement between the PIU and the Contractors.....	112
6.4 Task 4: Review of Field-Testing Laboratories .....	112
6.5 Task 5: Preparation of Quality Assurance Plan.....	112
6.6 Task 6: Quality and Technical Audit.....	113
6.7 Task 7: Environmental Impacts of Works .....	114
6.8 Task 8: Training and Technology transfer .....	114
6.9 Task 9: Carry out final Inspection .....	115
6.10 Task 10: Defects Liability Period .....	115
6.11 Task 11: Reporting Requirements .....	115
C-1 and C-2: Key Personnel and Sub consultants .....	120
PART II.....	122
Section 7. Conditions of Contract and Contract Forms .....	122
Preface.....	124
I. Form of Contract .....	126
II. General Conditions of Contract.....	129
A. GENERAL PROVISIONS .....	129
1. Definitions.....	129
2. Relationship between the Parties.....	130

3.	Law Governing Contract.....	130
4.	Language .....	130
5.	Headings.....	130
6.	Communications .....	131
7.	Location.....	131
8.	Authority of Member in Charge .....	131
9.	Authorized Representatives.....	131
10.	Fraud and Corruption .....	131
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT .....	131
11.	Effectiveness of Contract .....	131
12.	Termination of Contract for Failure to Become Effective .....	132
13.	Commencement of Services.....	132
14.	Expiration of Contract.....	132
15.	Entire Agreement.....	132
16.	Modifications or Variations.....	132
17.	Force Majeure.....	132
18.	Suspension.....	134
19.	Termination .....	134
C.	OBLIGATIONS OF THE CONSULTANT .....	136
20.	General.....	136
21.	Conflict of Interest.....	137
22.	Confidentiality .....	138
23.	Liability of the Consultant.....	138
24.	Insurance to be taken out by the Consultant .....	138
25.	Accounting, Inspection and Auditing .....	138
26.	Reporting Obligations.....	139
27.	Proprietary Rights of the Client in Reports and Records.....	139
28.	Equipment, Vehicles and Materials .....	139
D.	CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....	140
29.	Description of Key Experts .....	140
30.	Replacement of Key Experts .....	140
31.	Approval of Additional Key Experts .....	140
32.	Removal of Experts or Sub-consultants.....	140
33.	Replacement/ Removal of Experts – Impact on Payments .....	141
34.	Working Hours, Overtime, Leave, etc. ....	141
E.	OBLIGATIONS OF THE CLIENT .....	141
35.	Assistance and Exemptions .....	141
36.	Access to Project Site.....	142
37.	Change in the Applicable Law Related to Taxes and Duties .....	142
38.	Services, Facilities and Property of the Client .....	143
39.	Counterpart Personnel.....	143
40.	Payment Obligation .....	143
F.	PAYMENTS TO THE CONSULTANT .....	144
41.	Ceiling Amount .....	144
42.	Remuneration and Reimbursable Expenses .....	144
43.	Taxes and Duties.....	144
44.	Currency of Payment .....	144
45.	Mode of Billing and Payment.....	144

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46. Interest on Delayed Payments .....	146
G. FAIRNESS AND GOOD FAITH.....	146
47. Good Faith.....	146
H. SETTLEMENT OF DISPUTES .....	146
48. Amicable Settlement.....	146
49. Dispute Resolution.....	146
Section 5. Fraud and Corruption.....	147
III. Special Conditions of Contract .....	149
IV. Appendices.....	159
Appendix A – Terms of Reference .....	159
Appendix B - Key Experts.....	160
Appendix C– Remuneration Cost Estimates .....	161
Appendix D–Reimbursable Expenses Cost Estimates .....	162
Appendix E -Form of Advance Payments Guarantee .....	163
Appendix F - Code of Conduct (ESHS) .....	166

# **PART I**

## **Section 1. Request for Proposal Letter**

# Request for Proposal Letter

## Consulting Services

**Name of Assignment: “Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede’s college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc”**

**Country: India**

**Date: June 18th, 2024**

The Government of Himachal Pradesh through HPRIDCL (client) has updated the DPR (of 2008 prepared by GEOCONSULT-RITES-SECON JV) through their Consultants Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) for the tunnel from IGMC Junction to IPH Pump house near St. Bede’s college under its Urban Road Improvement Project (URIP) for Shimla DHQ. Under this project, the consultant has updated the detailed engineering design, preparation of safeguards documents, BoQ, cost estimates and bidding documents for the 890m long main tunnel (and 380 m escape tunnel) to be undertaken for implementation through EPC mode.

The feasibility and detailed design of the tunnel in Shimla was originally done by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse and RITES Ltd. in the year 2008, the design of which was subsequently revised by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) Chennai during their preparation of the Urban Road Improvement Project for Shimla DHQ. The consultants have updated the detailed design of the tunnel as per the revised design code *IRC: SP 91-2010, Guidelines for Road Tunnels*, and correspondingly revised the Bill of quantities and updated Cost estimate.

**Description of Tunnel:** Circular Road in Shimla could be considered as one of the major urban arterial roads of the city. Traffic Bottlenecks have become a common feature along the road in recent times because of capacity stagnation due to the restrictive terrain condition and with no widening possibility. Construction of tunnels has been proposed as a solution which will enable the thorough traffic to bypass congested road sections and junctions where most of the bottlenecks are experienced. In this regard, the proposed tunnel is expected to provide relief to commuters along the 3 Km long road section between IGMC junction and St. Bede’s college, which also would help motorists to bypass the highly congested Sanjauli Junction.



The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Project Management and Construction Supervision Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede’s college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc**

1. More details on the Services are provided in the Terms of Reference (Section 7).
2. A firm will be selected under *Quality and Cost Based Selection (QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP. The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based)

Section 9- Notification of Intention to Award and Beneficial Ownership Forms.

3. Interested consultants who are having technical competency to perform this assignment can obtain the details and the Request For Proposal (RFP) documents from “the office of the State Roads Project, HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P), by paying Rs.11, 800/- (Including 18% GST) (Rupees Eleven Thousand Eight Hundred Only) Non-refundable in the form of D.Ds drawn in favor of the Director (Projects), HPSRTP, HPRIDCL respectively payable at any nationalized/scheduled bank in Shimla” OR “The RFP can also be downloaded from the website i.e., <https://himachalservices.nic.in/hpride/HPSRTP.html>”) in such a case; the DDs shall be enclosed along with the RFP.
4. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

[\_\_\_\_\_]

Director (Projects), HPSRTP, HPRIDCL,  
Nirman Bhawan, Nigam Vihar,  
Shimla-171002 (H.P),

Fax: +91-177-2620663,  
E-mail [pdsrp-hp@nic.in](mailto:pdsrp-hp@nic.in)



## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### A. General Provisions

##### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Client’s country Government of Himachal Pradesh/Government of India.
- (j) “inwriting” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet,

distributed or received through the electronic-procurement system used by the Client) with proof of receipt;

- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (q) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the Client as thebasis for the preparation of the RFP.
- (r) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (s) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (t) “Terms of Reference (TORs)” (this Section 6 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of

the assignment.

- (u) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

### a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting

services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- b. Conflicting Assignments** (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. Conflicting Relationships** (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency,)who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved throughout the selection process and the execution of the Contract.
- 4. Unfair Competitive Advantage** 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 5. Fraud and Corruption** 5.1 The Employer requires compliance with the /GoHP/GoI/ CVC guidelines prevailing rules, regulations, and procedures.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Employer/GoHP to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer/GoHP.
- 6. Eligibility** 6.1 The Employer/ GoHP permit consultants (individuals and firms, including Joint Ventures and their individual members)

from all countries to offer consulting services.

- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Employer.
- 6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

**a. Sanctions**

- 6.3.1 A Consultant /JV/Consortium that has been sanctioned by any international funding agency, country, Employer, pursuant to the GoHP/GoI Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures applicable as per relevant law, as described in Section V, Fraud and Corruption, shall be ineligible to submit proposals for, or be awarded. The debarred firms and individuals are as specified **in the Data Sheet.**

**b. Restrictions for State-Owned Enterprises**

- 6.3.2 State-owned enterprises or institutions may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Employer, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the GoHP/GoI.

**c. Restrictions for Public Employees**

- 6.3.3 Government officials and civil servants of the GoHP/GoI are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
  - (ii) Their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Employer/GoHP.

**d. Debarment**

A firm that is under a sanction of debarment by the MoRTH/NHAI/ HPRIDCL or any international funding agency etc. from being awarded a contract is not eligible to participate in this procurement, unless the Government of HP, at the Employer's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**7. Bid Security and Performance Security:**

A bidder is required to submit, along with its BID a BID security, 1% of the bid amount, refundable not later than 60 days from Bid due date, except in case of bidder the selected bidder whose BID security shall be retained till it has provided a performance security of 5% as per the provisions of the RFP and LOA.



## B. Preparation of Proposals

- 8. General Considerations** 8.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 9. Cost of Preparation of Proposal** 9.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 10. Language** 10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 11. Documents Comprising the Proposal** 11.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 11.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 11.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 12. Only One Proposal** 12.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 13. Proposal Validity** 13.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

- 13.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 13.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Validity Period**
- 13.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 13.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 13.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 13.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 13.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
- c. Sub-Contracting**
- 13.9 The Consultant shall **not** subcontract the whole of the Services.
- 14. Clarification and Amendment of**
- 14.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the

**RFP**

Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

14.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

14.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

14.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**15. Preparation of Proposals Specific Considerations**

15.1 While preparing the Proposal, the Consultant must give particular attention to the following:

15.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

15.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

15.1.3 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given

in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**16. Technical Proposal Format and Content**

16.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**17. Financial Proposal**

17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

17.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes**

17.3 The Consultant and its JV partner(s) and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal**

17.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment**

17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

### 18. Submission, Sealing, and Marking of Proposals

- 18.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 18.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 18.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
- 18.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 18.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 18.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”
- 18.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment]” [reference number], [name and address of the Consultant],

and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

- 18.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 18.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 18.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **19. Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing GoI/GoHP prevailing rules and procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

## 20. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out:

- (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
- (ii) the presence or absence of a duly sealed envelope with the Financial Proposal;
- (iii) Any modifications to the Proposal submitted prior to proposal submission deadline; and (IV) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 21. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## 22. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.



Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

**23. Financial Proposals for QBS**

Deleted

**24. Public Opening of Financial Proposals (for QCBS)**

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion.
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) Their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) Provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion.
- (iii) Their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation,



described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

## 25. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

### a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

### b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in

words and the amount figures, the amount in words shall prevail.

- 26. Taxes** 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.
- 27. Conversion to Single Currency** 26.1 Deleted
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by assigning weightages to the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection(FBS)** 27.2 Deleted
- c. Least-Cost Selection** 27.3 Deleted

## D. Negotiations and Award

- 28. Negotiations**
- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts**
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiations**
- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar

contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

- 29. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Government of HP noobjection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- 30. Standstill Period**
- 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the GoHP, the Standstill Period shall not apply.
- 31. Notification of Intention to Award**
- 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
  - (b) the contract price of the successful Proposal;
  - (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
  - (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
  - (e) the overall technical scores and scores assigned for

- each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

### 32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

#### Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
  - (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore;
  - (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
  - (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.
- 32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in

the official gazette.

**33. Debriefing by the Client/Employer**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

**34. Signing of Contract**

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**35. Procurement Related Complaint**

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	<i>India</i>
1 (l)	NoChange
2.1	<p><b>Name of the Client:</b>  <i>Director (Projects), HPSRTP, Himachal Pradesh Road and Infrastructure Development Corporation Limited Nirman Bhawan, Nigam Vihar Shimla-171002,</i></p> <p><b>Method of selection:</b> - <i>Quality and Cost Based Selection (QCBS)</i></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b>  Yes</p> <p><b>The name of the assignment is:</b>  <i>Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede's college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc</i></p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: -----,2024.  Time: 1100 Hours Indian Standard Time (IST)</p> <p>Address: O/o Director (Projects),HPSRTP,  Himachal Pradesh Road andInfrastructure Development Corporation Limited (HPRIDCL)Nirman Bhawan, Nigam Vihar,Shimla-171002,  Himachal Pradesh.  Telephone: 0177-2627602 Facsimile: 0177-2620663  E-mail: <a href="mailto:pdsrp-hp@nic.in">pdsrp-hp@nic.in</a></p>

	Contact person/conference coordinator: Er. Tamanna Rani. Executive Engineer (HPRIDCL)
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <ul style="list-style-type: none"> <li>• The feasibility and detailed design of the tunnel in Shimla prepared in 2008 by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse, Austria and RITES Ltd. India, and SECON Pvt. Ltd. India.</li> <li>• Revised DPR prepared by Assystem India Limited (Formerly Known as L&amp;T Infrastructure Engineering Ltd.) as part of the URIP-Shimla.</li> </ul>
4.1	<i>Not Applicable</i>
6.3.1	<b>List of Debarred / Sanctioned Consultants as available on the official website of MoRTH/NHAI/ HPRIDCL/ Other International Funding Agencies.</b>
7	<p>7.1 A Bidder is required to submit, along with its BID, a BID Security of Rs.7 Lacs (the "<b>BID Security</b>"), refundable not later than 180 days (one hundred and eighty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to HPRIDCLs Bank. The BID shall be summarily rejected if it is not accompanied by the BID Security.</p> <p>7.1.2 The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 7.1 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs.1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at <b>Annexure E</b> (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bank Guarantee shall be transmitted through SFMS gateway. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.</p> <p>7.1.13 Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.</p>



7.1.4 The Selected Bidder's BID Security will be returned, without any interest, upon the bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

7.1.5 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 7.6 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

7.1.6 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

7.1.6.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as per section 5 of RFP.

7.1.6.2 If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority

7.1.6.3 In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority –

- (i) to sign and return the duplicate copy of LOA
- (ii) to furnish the Performance Security
- (iii) to sign the Agreement.

## **7.2 Performance Security**

7.2.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from an Indian Scheduled Bank / Nationalised Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of JV, the Bank Guarantee for Performance Security shall be in the name of JV. This shall not in any way alter the joint and several responsibilities of the members of the JV.

7.2.2 The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period or up till which the PMC services are used by the

	<p>client.</p> <p>7.2.3 In the event the Selected Bidder fails to provide the Performance Security, it may seek extension of time for a further period up to 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.</p> <p>7.2.4 For avoidance of any doubt, in case of failure of submission of Performance Security, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed, and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the bidder under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the bidder, and the Award shall be deemed to have been withdrawn by the Authority.</p> <p>7.2.5 Performance security format is attached as <b>Annexure E</b></p>
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## B. Preparation of Proposals

<b>9.1</b>	<p><b>This RFP has been issued in the English language.</b></p> <p><b>The Proposal shall be submitted in English Language.</b></p> <p><b>All Correspondence exchange shall be English Language</b></p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal.</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ESHS)</li> </ol> <p><i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with</i></p>

	<p><i>good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</i></p> <p style="text-align: center;">AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal</b></p> <p>(1) FIN-1; and (2) FIN-2 and (3) FIN-3; and (4) FIN-4</p>
<b>10.2</b>	Deleted
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.</b></p> <p>No</p>
<b>12.1</b>	<p><b>Proposals must remain valid for: 90 days after the proposal submission deadline.</b></p>
<b>13.1</b>	<p><b>Clarifications may be requested no later than <i>Fourteen</i> days prior to the submission deadline.</b></p> <p>Director (Projects), HPSRTP, Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL), Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.</p> <p>Telephone: 0177-2627602 Facsimile: 0177-2620663 E-mail: <a href="mailto:pdsrp-hp@nic.in">pdsrp-hp@nic.in</a></p>
<b>14.1.1</b>	<p><b>Consultants may associate with other consultant(s): Yes</b></p>
<b>14.1.2</b> (do not use for Fixed Budget method)	Deleted

<p><b>14.1.3</b> for time-based contracts only</p>	<p><b>The Consultant’s Proposal must include <u>the minimum</u> Key Expert’s time-input as per TOR, <u>Annexure-1</u></b></p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<p><b>14.1.4 and 27.2</b> use for Fixed Budget method</p>	<p><i>“Not Applicable”</i></p>
<p><b>15.2</b></p>	<p>The format of the Technical Proposal to be submitted is:</p> <p>Physical Submission in Hardcopy</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p><b>16.1</b></p>	<p><b>Deleted</b></p>
<p><b>16.2</b></p>	<p><b>A price adjustment provision applies to remuneration rates:</b> <i>Yes, it applies to local inflation beyond 18 months.</i></p>
<p><b>16.3</b></p>	<p><b>“Information on the Consultant’s tax obligations in the Client’s country can be found from the web site Ministry of Finance, Government of India.</b></p> <p>Only <u>Goods and Services Tax(GST)</u> should be <u>shown separately</u> which including other indirect taxes if any, will be reimbursed on submission of receipt of payment. However, no direct taxes shall be paid.</p>
<p><b>16.4</b></p>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant shall express the price for their Services in Indian National Rupees (INR).</p>

<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The Consultants shall have the option of submitting their Proposals electronically.</b></p> <p><i>“No”</i></p>
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and two copies.</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> August 25 , 2024</p> <p><b>Time:</b> 15:00 Hours (IST)</p> <p><b>The Proposal submission address is:</b></p> <p><b>Director (Projects),HPSRTP, Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL), Nirman Bhawan, Nigam Vihar, Shimla-171002,Himachal Pradesh.</b></p>
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b></p> <p>No</p> <p><b>The opening shall take place at:</b></p> <p>Same as the Proposal submission address</p> <p><b>Date:</b> same as the submission deadline indicated in 17.7.</p> <p><b>Time: 15:30 Hours</b></p>
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals:</b> Not Applicable</p>
<b>21.1</b> (for FTP)	<p>1. The Technical proposals submitted by the Consultants will first be scrutinized in its completeness as also whether they maintain minimum initial requirement like:</p> <ol style="list-style-type: none"> <li>i. Years of Experience in field of Consultancy,</li> <li>ii. Average Annual Turn Over</li> <li>iii. the Consultants Net Worth</li> </ol> <p>2. Minimum requirement of firm, to qualify for further evaluation are:</p> <ol style="list-style-type: none"> <li>i. Years of Experience: 10 years for bidder</li> </ol>

- ii. Average Annual Turn Over for bidder for last 5 years: Not less than 50.00 Crores.
- iii. In case of JV/consortium, Firm should meet overall technical and financial criteria as under.

No.	Status of the firm	Weightage
1	Sole firm	100%
2	Lead partner in a JV	As per share in JV
3	Other partner in a JV	As per share in JV
4	As Associate	25%

- iv. Net Worth: Must be positive for Sole Entity as also for Each partner of JV/Consortium/ Association
- v. No litigation History for the past 5 years.
3. Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Points/Marks

**I. Firm's Profile, turnover and professionals working with the firm (20Marks/Points)**

1	Specific experience of firms in terms of year	7	
1.1	Less than 5 year		0
1.2	5 year to 7 year.		2.5
1.3	7 year to 15 year.		5.0
1.4	15 year to 25 year		6.0
1.5	More than 25 years		7.0
2	Profile of the Firm	3	
2.1	Partnership /others (Solo /Joint)		1.0
2.2	Private Limited Company and Joint applicant		3.0
2.3	Private Limited Company and sole applicant		3.0
2.4	Public Limited Company and Joint applicant		2.5
2.5	Public Limited Company and sole applicant		3.0

<b>3</b>	<b>Specific experience of firms in terms of turnover</b>	<b>6</b>	
3.1	Firm Average Turnover of last 5 years >=50 but < 60 crore		4.0
3.2	Firm Average Turnover of last 5 years 60 – 70 crore		5.0
3.3	Firm's Average Turnover of last 5 years > 70 crore		6.0
<b>4</b>	<b>Professionals * working with the firm</b>	<b>4</b>	
4.1	<10 nos.		0
4.2	10-20 nos.		2.0
4.3	> 20-30 nos.		3.0
4.4	> 30 nos.		4.0
<p><b>*The professionals who possess degree in Civil Engineering/Transport Planning/Transport Economics/Traffic Management/Geology/Environment Science or Engineering and 8 years Experience in highway/bridge/tunnel with employment in the firm for more than one year. The current Employment Certificate/Pay roll details shall be submitted alongwith proposal.</b></p>			
<p><b>II. Specific experience of the Consultant (as a firm) relevant to the Assignment:[15 Marks/Points]</b></p>			
<p>Feasibility Study / Detailed Design / DPRs for tunnels having a length of at least 800-m during last Ten (10) years</p>			
<b>Sr. No.</b>	<b>No. Of Projects</b>	<b>Points/Marks</b>	
1	1	2	
2	2	4	
3	3	6	
4	4	9	
5	5	12	
6	6	14	
7	More than 6	15	
<p>In case the project is of more than 2 lanes, the length of the tunnel will be considered as a multiple of its length. For e.g. if the twin tube tunnel</p>			

of 800 m is having 4 lane cross-section, then the eligible tunnel length for consideration will be  $2 \times 800 \text{ m} = 1600 \text{ m}$  of 4 lane tunnel

**III. Experience in Construction Supervision/Independent Engineer/Authority Engineer/Project Management Consultant during last Ten (10) years (experience of foreign countries assignments are also considered):[15Marks/Points]**

In case the project is executed in JV the Experience **certificate should clearly spelt out the JV share**. The ongoing project which is substantially completed i.e. both Physical and Financial progress is more than 80% will be considered as Eligible project.

Tunnel length of at least 800 m with construction cost of Rs.80 Crores to Rs.150.00 Crores

Sr. No.	No. of Projects	Points/Marks
1	1	2
2	2	4
3	3	6
4	4	9
5	5	12
6	6	14
7	More than 6	15

**III. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: (Max 20 points)**

- a. Technical Approach and methodology (TA &M): 10 points
- b. Work plan (WP) : 5 points
- c. Organization and staffing (O&S): 5 points

Note: Bidder has to deliver a Presentation on TA & M, WP and O & S to technical evaluation committee. Date of presentation will be announced by the HPRIDCL before finalization of evaluation of the BID, It will be part of technical evaluation. Consultants are directed to give presentation in front of the review committee when requested in the time span of 15 minutes. Each member of the committee will score the presentation.

Weightage of Score is as under :



Sr. No	Member	Score Weightage out of 20.
1	Director Projects (DP)	60%
2	Superintending Engineer (SE)	30%
3	Joint Controller (JC)	10%

**For example : If DP, SE & JC scores the presentation of consultant as 5, 6, 4 then total marks scored for the criteria by the consultant are :  $(5*60\%)+(6*30\%)+(4*10\%) = 5.2/20$**

*[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]*

**(IV) Key Experts' qualifications and competence for the Assignment [30Marks/Points]:**

*{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*

Sl. No.	Key Professional	Points
1	Team Leader Cum Senior Tunnel Expert	10
2	Senior Geotechnical Expert	-
3	Tunnel Design Engineer	8
4	ESHS Expert	6
5	Senior Contract Specialist	-
6	Geologist	6
7	Tunnel cum Excavation Specialist 1	-
8	Tunnel cum Excavation Specialist 2	-
9	Advisor Tunneling to HPRIDCL (Provisional sum position)	
	<b>Non-Key Professional</b>	
10	Drainage Engineer	-
11	Senior E & M Expert	-
12	Senior Survey Engineer	-

13	Quality/Material Engineer	-
14	Highway cum Pavement Engineer	-
15	Quantity Surveyor/Document expert	-
16	R&R expert	
17	Draftsman	
	<b>Office staff</b>	
18	Office Manager	-
19	Computer Data Operator	-
20	Office Boys	-

**Note 1 :** During evaluation, CV of Team Leader Cum Senior Tunnel Expert, ESHS Expert, Tunnel Design Engineer and Geologist will be evaluated. For remaining key personnels during the DPR/ Pre construction/ construction activity, the CVs need to be submitted for approval prior to signing of contract. Moreover, other key personnel to be deployed during supervision phase, their CVs also need to be submitted for approval prior to start of construction/supervision. **The CV of the all Key Personnels who is proposed to be engaged at any stage of the consultancy should score at least 70 % marks.**

**Note: 2:** If same CV is submitted by two or more firms for position of “Team Leader Cum Senior Tunnel Expert, ESHS Expert, Tunnel Design Engineer and Geologist”, zero marks shall be given for such CV for all the firms.

**Note 3 :** *Please refer TOR for specific criteria.*

The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:

S.No.	Description	Maximum Marks	Sub-Marks
<b>1</b>	<b>General Qualification</b>	<b>25</b>	
1.1	Essential education qualification		15
1.2	Desirable education qualification		10
<b>2</b>	<b>Relevant experience and adequacy for the project</b>	<b>70</b>	
2.1	Total professional experience		10

2.2	Total professional experience in hills (1 mark for each year, maximum upto 5 marks)		5
2.3	Experience in Highway Tunnel Projects		30
2.4	Experience in Rail Tunnel Projects		20
2.5	Experience in Metro Tunnel Projects		5
<b>3</b>	<b>Employment with the Firm</b>	<b>5</b>	
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		

**Total points for the five criteria: 100**

**The minimum technical score (St) required to pass is: [70]**

S. No.	Description for Team Leader Cum Senior Tunnel Expert	Max. Marks
<b>1</b>	<b>General Qualification</b>	<b>25</b>
1.1	Degree in Civil Engineering/Tunnel Engineering / Mining Engineering	15
1.2	Post Graduation in Civil Engineering /Tunnel Engineering/Mining Engineering	10
<b>2</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>	<b>70</b>
<b>2.1</b>	<b>Total Professional Experience</b>	<b>10</b>
	<20 years	0
	20-25 years	8
	>25-28 years	9
	>28 years	10
<b>2.2</b>	<b>Total professional experience in hills (1 mark for each year, maximum upto 5 marks)</b>	<b>5</b>
	<1 Year	0
	>1-2 years	1

	>2-3 years	2	
	>3-4 years	3	
	>4-5 years	4	
	>5 years	5	
<b>2.3</b>	<b>Experience in Highway Tunnel Projects</b>		<b>30</b>
	<6 years	0	
	>6-9 years	5	
	>9-12 years	10	
	>12-15 years	15	
	>15-18 years	20	
	>18-20 years	25	
	>20 years	30	
<b>2.4</b>	<b>Experience in Rail Tunnel Projects</b>		<b>20</b>
	<4 years	0	
	>4-6 years	4	
	>6-9 years	8	
	>9-12 years	12	
	>12-15 years	16	
	>15 years	20	
<b>2.5</b>	<b>Experience in Metro Tunnel Projects</b>		<b>5</b>
	<2 years	1	
	>2-3 years	2	
	>3-6 years	3	
	>6-9 years	4	
	>9 years	5	
<b>3</b>	<b>Employment with the Firm</b>		<b>5</b>
	<1 Year	0	
	>1-2 years	3	
	>2-2.5 years	3.5	
	>2.5-3 years	4	

	>3-3.5 years	4.5	
	>3.5 years	5	
<b>S. No.</b>	<b>Description for Tunnel Design expert</b>		<b>Max. Marks</b>
<b>1</b>	<b>General Qualification</b>		<b>25</b>
1.1	Degree in Civil/ Mining Engineering		15
1.2	Post Graduation in Design/Structural Engineering or equivalent		10
<b>2</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>		<b>70</b>
<b>2.1</b>	<b>Total Professional Experience</b>		10
	<15 years	0	
	15-20 years	8	
	>20 -25years	9	
	>25years	10	
<b>2.2</b>	Total professional experience in hills (1 mark for each year, maximum upto 5 marks)		5
	<1 Year	0	
	>1-2 years	1	
	>2-3 years	2	
	>3-4 years	3	
	>4-5 years	4	
	>5 years	5	
<b>2.3</b>	Experience in Highway Tunnel Projects		30
	<6 years	0	
	>6-9 years	5	
	>9-12 years	10	
	>12-15 years	15	
	>15-18 years	20	
	>18-20 years	25	
	>20 years	30	



<b>2.1</b>	<b>Total Professional Experience</b>		<b>10</b>
	<12 years	0	
	>12-15 years	8	
	>15-18 years	9	
	>18 years	10	
<b>2.2</b>	<b>Total professional experience in hills (1 mark for each year, maximum upto 5 marks)</b>		<b>5</b>
	<1 Year	0	
	>1-2 years	1	
	>2-3 years	2	
	>3-4 years	3	
	>4-5 years	4	
	>5 years	5	
<b>2.3</b>	<b>Experience in Highway Tunnel Projects</b>		<b>30</b>
	<3 years	0	
	>3-6 years	5	
	>6-9 years	10	
	>9-12 years	15	
	>12-15 years	20	
	>15-18 years	25	
	>18 years	30	
<b>2.4</b>	<b>Experience in Rail Tunnel Projects</b>		<b>20</b>
	<2 years	0	
	>2-4 years	4	
	>4-6 years	8	
	>6-9 years	12	
	>9-12 years	16	
	>12 years	20	
<b>2.5</b>	<b>Experience in Metro Tunnel Projects</b>		<b>5</b>
	<1 years	1	

	>1-2 years	2	
	>2-3 years	3	
	>3-6 years	4	
	>6 years	5	
<b>3</b>	<b>Employment with the Firm</b>		<b>5</b>
	<1 Year	0	
	>1-2 years	3	
	>2-2.5 years	3.5	
	>2.5-3 years	4	
	>3-3.5 years	4.5	
	>3.5 years	5	

  

<b>S. No.</b>	<b>Description for Geologist</b>	<b>Max. Marks</b>
<b>1</b>	<b>General Qualification</b>	<b>25</b>
<b>1.1</b>	Graduate in Civil Engineering or M.Sc. Geology	15
<b>1.2</b>	Masters in Foundation Engineering / Soil Mechanics / Phd in Geology /Geo Tech Engineering	10
<b>2</b>	<b>Relevant Experience &amp; Adequacy for the Project</b>	<b>70</b>
<b>2.1</b>	<b>Total Professional Experience</b>	<b>10</b>
	<12 years	0
	>12-18 years	8
	>18-20 years	9
	>20 years	10
<b>2.2</b>	<b>Total professional experience in hills (1 mark for each year, maximum upto 5 marks)</b>	<b>5</b>
	<1 Year	0
	>1-2 years	1
	>2-3 years	2



	>3-4 years	3	
	>4-5 years	4	
	>5 years	5	
<b>2.3</b>	<b>Experience in Highway Tunnel Projects</b>		<b>30</b>
	<6 years	0	
	>6-9 years	5	
	>9-12 years	10	
	>12-15 years	15	
	>15-18 years	20	
	>18-20 years	25	
	>20 years	30	
<b>2.4</b>	<b>Experience in Rail Tunnel Projects</b>		<b>20</b>
	<4 years	0	
	>4-6 years	4	
	>6-9 years	8	
	>9-12 years	12	
	>12-15 years	16	
	>15 years	20	
<b>2.5</b>	<b>Experience in Metro Tunnel Projects</b>		<b>5</b>
	<2 years	1	
	>2-3 years	2	
	>3-6 years	3	
	>6-9 years	4	
	>9 years	5	
<b>3</b>	<b>Employment with the Firm</b>		<b>5</b>
	<1 Year	0	
	>1-2 years	3	
	>2-2.5 years	3.5	
	>2.5-3 years	4	
	>3-3.5 years	4.5	

		>3.5 years	5	

	<b>Public Opening of Financial Proposals</b>
<b>23.4</b>	<b>An online option of the opening of the Financial Proposals is offered:</b> <b>No</b>
<b>23.5</b>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Director (Projects),HPSRTP, HPRIDCL,Nirman Bhawan, Nigam Vihar,Shimla-171002and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
<b>25.1</b>	For the purpose of the evaluation, the Client will exclude all local identifiable indirect taxes such as GST, sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices
<b>26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is:</b> Indian National Rupees (INR).

<p><b>27.1</b> <b>(QCBS only)</b></p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Employer/GoHP]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = [80], and</b></p> <p><b>P = [20]</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
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<b>D. Negotiations and Award</b>	
<p><b>28.1</b></p>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b></p> <p><b>Address:</b> O/o Director (Projects), HPSRTP, HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla-171002</p>
<p><b>32.1</b></p>	<p>The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.</p>
<p><b>34.2</b></p>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b></p>
<p><b>35.1</b></p>	<p>Deleted</p>



### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
	✓If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ESHS)	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

**FORM TECH-1****TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

**Director (Projects),  
HPSRTP, Himachal Pradesh Road and  
Infrastructure Development Corporation Limited,  
Nirman Bhawan, Nigam Vihar, Shimla-171002,  
Himachal Pradesh**

Dear Sirs:

We, the undersigned, offer to provide the **Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede's college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc** in accordance with your Request for Proposals(RFP) dated [ ] and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” *or, if only a Technical Proposal is invited* “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.



- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the GoHP/GoI and CVC's Guidelines & policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by GoI/GoHP. Further, we are not ineligible under the India's laws or official regulations.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

---

Signature (of Consultant's authorized representative) {in full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}





## FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

### CONSULTANT’S ORGANIZATION AND EXPERIENCE

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Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### B - Consultant’s Experience

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1. List only previous similar assignments successfully completed in the last [7.] Years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....” designed master plan for rationalization of.....;}	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

**FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN  
RESPONDING TO THE TERMS OF REFERENCE**

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing}
- 
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [*Note to Client: add the following for supervision of civil works contracts:* including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

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**FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**  
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR**  
**PERFORMING THE ASSIGNMENT**

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Form TECH-4: - Deleted



**FORM TECH-5(FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
<b>D-2</b>	{e.g., Deliverable #2 :.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



### FORM TECH-6(FOR FTP AND STP)

#### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N <sup>o</sup>	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. _____}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
											<b>Subtotal</b>			
<b>NON-KEY EXPERTS</b>														
N-1			[Home]											
			[Field]											
N-2														
n														







2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input



**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. _____, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert’s contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{Day/month/year}

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Name of Expert Signature Date

{Day/month/year}

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Name of authorized Representative of the Consultant (Thesame who signs the Proposal) Signature Date



**FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)****Code of Conduct  
Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 7**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

## Section 4. Financial Proposal - Standard Forms

*{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration in the case of QCBS method
- FIN-4 Reimbursable expenses



**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: Director (Projects), HPSRTP,  
Himachal Pradesh Road and Infrastructure Development Corporation Limited,  
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),

Dear Sirs:

We, the undersigned, offer to provide the **Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede's college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc** in accordance with your Request for Proposal dated {insert date of RFP} and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) in INR} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,



Yours sincerely,

\_\_\_\_\_  
Signature (of Consultant's authorized representative) {in full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM FIN-2 SUMMARY OF COSTS

<i>Sl. No.</i>	<i>Head</i>	<i>Item</i>	<i>Amount in INR</i>
		<b>Cost of the Financial Proposal</b>	
1	<b>Remuneration</b>	Total Fee for Consultancy Services during Preparation Stage (6 months)	<i>{Insert amount in figures}</i>
2		Total Fee during Construction Stage (24 months)	<i>{Insert amount}</i>
3		Total Fee for post construction services (12	<i>{Insert amount}</i>
4	<b>Reimbursable</b>	Total Fee for the entire duration of the project.	<i>{Insert amount}</i>
	<b>Total Cost of the Financial Proposal (1+2+3+4):</b> <i>{Should match the amount in Form FIN-1}</i>		<i>{Insert amount in figures}</i>
	<i>{Insert total cost of the financial proposal in Words}</i>		
5	<b>Taxes</b> <i>{mention GST or any other applicable tax}</i>		<i>{Insert amount in figures}</i>
	<i>{Insert total taxes in Words}</i>		



### FORM FIN-3 BREAKDOWN OF REMUNERATION

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the consultants' ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client.

<b><u>A. Remuneration</u></b>						
<b>No.</b>	<b>Name</b>	<b>Position</b>	<b>Man Months</b>		<b>Rate</b>	<b>Amount(Rs)</b>
<b><u>Key Professional</u></b>						
<b>K-1</b>						
<b>K-2</b>						
<b><u>Non-Key Professional</u></b>						
<b>NK-1</b>						
<b>NK-2</b>						
					<i>Total Cost</i>	



### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

Sl.no.	Type of Reimbursement	Unit*	RATE**	Total	Total Amount
1.	(E.g. Office, Rent Expenditure, Supplies, Stationary, Furniture, etc.)				
2.	(e.g. Four Wheeler Vehicle Expenditure)				
3	Provisions for carrying out site surveying works				

*Note: Four wheeler vehicles should be deployed during the period of the contract to facilitate progress of the project.*

*\*Unit – Month*

*\*\* Rate - Monthly Rate of the Vehicle*

## Section 5. Fraud and Corruption

(This Section 5, Fraud and Corruptions shall not be modified)

### 1. Purpose

2. The GoI/GoHP guidelines and prevailing rules and regulations of GOI/GoHP apply with respect to procurement of this consultancy.

### 3. Requirements

- 2.1 The Employer/GoHP requires that the consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

#### 2.2 To this end, the Employer

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. “obstructive practice” is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer’s/GoHP investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) Acts intended to materially impede the exercise of the Employer’s /GoHP inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Employer/GoHP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. TheGoI/GoHP/ CVC guidelines and prevailing rules and regulations of GOI/GoHP, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.
- d. Requires that a clause be included in bidding/request for proposals documents, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Employer to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Employer/GoHP.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Employer.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Employer or persons appointed by the Employer to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Section 6. Terms of Reference

**Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede's college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc**

### A) BACKGROUND

The GoHP through HPRIDCL has updated the DPR (of 2008 prepared by GEOCONSULT-RITES-SECON JV) through their Consultants Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) for the tunnel from IGMC Junction to IPH Pump house near St. Bede's college under its Urban Road Improvement Project (URIP) for Shimla DHQ. Under this project, the consultant has updated the detailed engineering design, preparation of safeguards documents, BOQ, cost estimates and bidding documents for the 890 m long main tunnel (and 380 m escape tunnel) to be undertaken for implementation through EPC mode.

The feasibility and detailed design of the tunnel in Shimla was originally done by M/s GC-RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse and RITES Ltd. in the year 2008, the design of which was subsequently revised by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) Chennai during their preparation of the Urban Road Improvement Project for Shimla DHQ. The consultants have updated the detailed design of the tunnel as per the revised design code *IRC: SP 91-2010, Guidelines for Road Tunnels*, and correspondingly revised the Bill of quantities and updated Cost estimate.

The initial traffic studies and geographical survey were conducted in 2008 and accordingly for de congestion of Shimla traffic the above-mentioned tunnel was proposed. In last 16 years the traffic density and numbers have changed. The population has increased, and many new houses have been constructed therefore it is required to carry out detailed traffic survey and geographical survey of the circular road, considering that the tunnel can be re aligned so that the bottleneck traffic junctions can be bypassed.

**Description of Tunnel:** Circular Road in Shimla could be considered as one of the major urban arterial roads of the city. Traffic Bottlenecks have become a common feature along the road in recent times because of capacity stagnation due to the restrictive terrain condition and with no widening possibility. Construction of tunnels has been proposed as a solution which will enable the thorough traffic to bypass congested road sections and junctions where most

of the bottlenecks are experienced. In this regard, the proposed tunnel is expected to provide relief to commuters along the 3 Km long road section between IGMC junction and St. Bede's college, which also would help motorists to bypass the highly congested Sanjauli Junction. This tunnel was proposed by GEOCONSULT-RITES-SECON JV in 2008. Considering the current traffic scenario more study is required to be conducted to realign the tunnel so that the bottleneck traffic junction at chotta Shimla, near Secretariat can be by passed and accordingly the tunnel shall be constructed.

For the successful implementation of this project, the Lead implementing agency Himachal Pradesh Road and Infrastructure Development Corporation (HPRIDCL), represented by the Director (Projects) intends to have a **Project Management and Construction Supervision Consultant**.

## 1. Objective & Scope of Consultancy

The objective of this consultancy is to provide high quality professional advice and management and implementation support to the project (all components & activities) through assistance to HPRIDCL - the Employer, HPPWD for project implementation part pertaining to this authority like removal of all encumbrances, along the proposed approved roads to both the portal, Police and Transport Departments for program implementation part pertaining to these two departments. The consultant will ensure that each and every activity of the project is completed as per agreed timelines, within the budgeted cost frame and in full compliance with the applicable National and State legal, Environmental and Social Framework.

In order to achieve these objectives, the consultant would carry out the following broad scope:

- (i) Ensure compliance with the Guidelines of GoI/GoHP with a view to achieve agreed-upon project monitoring indicators in stipulated time frame. The consultant will be required to work in close co-ordination with the PIU.
- (ii) Ensure consistency and compliance with the agreed GoI/GoHP procedures and on achieving the key results to be achieved during project implementation.
- (iii) Efficiently manage the project through assistance to the PIUs of the Client such that each and every activity of the project is completed in agreed timeline, within budgeted cost frame and in full compliance with the relevant GoI/GoHP guidelines and applicable Client's acts, rules and regulations. Provides support to the PIU in management and administration of the Contract Agreements with the civil contractors engaged for various components under the project.
- (iv) Assist the Client in preparation of bidding documents, updating cost estimates, bid invitations and bid evaluations. The PMC is also required to assist the PIU in implementing, managing and monitoring Project activities, assess reasons for delay and

- identify means for improvement, review reasonability of the proposals prepared by the Design Consultants.
- (v) Provide training to the PIU staff in project formulation, management, monitoring and evaluation, financial, road safety and environmental management aspects of the Project. PMC will be fully associated with PIU in implementation of project works.
  - (vi) Assist PIU in monitoring the services of other consultants, if any, working in the project; reviewing their reports and provide feedback to the PIU.
  - (vii) Through the direction of the PIU provide hand-holding support to the Department of Transport and Police Department, HPPWD in traffic management, muck/debris disposal as per the ESCP envisaged in the contract design.
  - (viii) Carrying out all the duties of the “Project Manager (Engineer)” as specified in the construction contract, within any limitations specified therein. The duties and responsibilities of the Project Manager and Project Manager’s Representatives shall be as per Conditions of Contract for civil works procured under prevailing Standard International Competition Procurement (ICP) as well as National Open Competitive Procurement (NOCP) documents.
  - (ix) Ensuring that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulations of the construction contract documents.
  - (x) To impose and enforce a system of quality assurance of work; approve materials and their sources, review bituminous mix designs and concrete mix designs proposed by the contractors and approve/suggest modifications to the contractor’s proposed mix designs, laying methods, sampling and testing procedures and quality control measures to ensure the required standard and consistency in quality.
  - (xi) To check the laboratory and field tests carried out by the contractors and to develop a mechanism to involve the Team Leader/Resident Engineer in carrying out an adequate number of independent tests other than the regular testing done by laboratory personnel.
  - (xii) To monitor and check the daily quality control and quantity measurements of the works carried out under the contracts, keep all measurement records as per the directions of the Client and issue interim payment certificates when the quality of the works is

satisfactory, and the quantities are correct.

- (xiii) To direct the contractor to take all necessary steps including those mentioned in the works contract/environmental management plan to protect the environment and their workforce on and off the site which are due to construction operations.
- (xiv) To issue certificates for interim payments to the contractors, and certify completion of parts of the totality of the works where applicable. Details of interim progress payments are to be recorded in an electronic and manual measurement book before issuance of interim certificates.
- (xv) To approve contractors' work programs, advise contractors on the preparation of such plans as well as to review and decide on any changes to such plans.

## 2. Implementation Mechanism

The Employer has established the Project Implementation Unit (PIU) in Shimla, head Quarter PIU is headed by a Director (Projects). He is assisted full time by one Superintending Engineer and Executive Engineer (EE)/GM, Joint Controller (Finance)/GM, Assistant Engineers (AEs), and Junior Engineers to look after planning/overall coordination, procurement, technical/designs, contract management/structures/utilities/environmental and social policy and standards. HPRIDCL now propose to engage a Project Management Consultant (PMC), hereafter called 'Consultant' to assist it to effectively implement and administer the project focusing on both the quality and timely implementation of various project components. The consultant is essentially to provide high quality management and implementation support (through a team of experts) by working as an integral part of the PIU.

Similarly, the consultant will provide management and implementation support to the Police, Transport and Public Works Department in respect of the program implementation part pertaining to these two departments.

It has to be recognized that the Consultant will generally not have a direct role in implementing the project, except that is required in delivering the TOR. The PIU will be the main interface between the Employer and consultant/concessionaire/contractor. The PIU will conduct its business as per authorization under various agreements with contractor/consultant/concessionaire and under rules and regulations of the Employer.



## **Section-II**

### **Detailed Scope of Consultancy**

The PMC shall be responsible for effectively leading and taking initiative to manage, execute and implement the project. PMC will be responsible in advising, assisting and acting on behalf of the PIU/the Employer when so authorized, for the effective management of the Project. The scope will extend to the Department of Transport, HPPWD & Police Department for their specific activities. The quality of Project Management should adhere to the highest standards of the highway / Road tunnel construction industry in general and the requirements of the project set in the various project documents. The PMC would be responsible for providing high quality technical and project management support during project preparation and implementation to ensure achievement of the Project Development Objective within agreed timeline and cost frame. The scope of the PMC services shall also involve design services in a limited extent and providing PIU with professional experts and support for the PIU's functioning, as detailed herein after. The overall scope of the PMC services shall be as indicated herein but not limited thereto.

### **Preparation stage of Project**

- i. Acquaint with all the work done and reports/documents prepared for this project pre-PMC placement.
- ii. Documenting, on soft and hard media, work done and expenditure made prior to PMC placement for ready reckoning for future recourse e.g. implementation completion reports.
- iii. Assist PIU in monitoring site-readiness for the civil works, including assessment of E&S risks and advise HPRIDCL on planning, contract packaging and sequencing of activities to expedite civil works.
- iv. Assist PIU in ensuring site readiness of the project, including follow-up and coordinating with authorities or department for timely obtaining of clearances such as Forest and all other relevant clearances.
- v. Acquaint with baseline surveys and reports in respect of the project.
- vi. Assist HPRIDCL to complete Land Acquisition, Rehabilitation and Resettlement process and ensure getting encumbrance free land for the project.



### **Designs / DPR review**

- i. PMC shall carry out design reviews observing the best engineering practices. PMC shall also review the available DPRs following best engineering practices. Employers' rules and regulations, IRC publications, Indian Bureau of Standards and any other developed countries standards relevant to the project shall be followed in the order of appearance here above. PMC shall use the latest version of software to run the models for slope analysis of portals and support class for tunnel. PMC should also conduct the geological mapping of the site and use it review of the DPR data. PMC shall identify the fault zones along the tunnel alignment and prepare comprehensive mitigation plan and recommendations. When a set of standards is followed for design, the review shall normally follow that set of standards. Design review shall have to cater to site requirements, construction amenability and least life cycle cost aspects.
- ii. PMC will assist the client in reviewing the DPR prepared for PIU by M/s GC-RITES-SECON JV & the revised (Design Revision in 2023) by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) as part of URIP Shimla and finalize the designs and Good for Construction (GFC) drawings.
- iii. As the DPR was prepared in 2008, the PMC shall also work on the at least 2 additional alignment options, considering the current traffic data and geographical scenario of the area. The traffic bottleneck junctions of the area need to be identified and the alternate alignment options shall be proposed to ease the traffic congestion especially the most congested junction at chota Shimla near the Secretariat.
- iv. The alignment options report shall contain the reviews of the existing road, local traffic patterns, initial reconnaissance surveys, drone survey, dgps survey of portals etc. Analysis of alignment alternatives bringing out the pros and cons of each alternative including, but not limited to: new construction required, land acquisition requirements, environmental impact, utilities and structures affected, cost of construction, road geometry and road safety aspect, decongestion of traffic and getting rid of the traffic bottleneck junctions. Recommendations from among the alignment options presented for the HPRIDCL to consider that the PMC will enable HPRIDCL to visualize and compare alignment options by providing alignment options in a GIS environment that should include, but not be limited to :
  - Road alignment alternative centerlines
  - Digital elevations model of the region
  - Land use / land cover information
  - Hydrology information
  - High resolution satellite/ airborne imagery of the region

- Geological maps showing the rock strata of the alignments and out crop details at the proposed portals.
  - Preliminary cost comparison for three options
- v. HPRIDCL will approve one alignment for which the PMC will conduct the feasibility study. The feasibility report shall contain (not limited to) following:
- Topographical survey maps
  - Project description including possible alternate alignments / bypasses.
  - Indicative design standards, methodologies and specifications
  - Traffic survey analysis
  - Tunnel and approach design
  - Geological and geotechnical investigations. PMC shall carry out the bore hole investigation and geophysical investigation. The data collected from investigations shall be used in the tunnel and approach road design.
  - Cost estimate based on preliminary rate analysis and bill of quantities.
  - Economic and financial analysis
  - Tunnel and road drawings
  - LA and FC clearances. Strip plan. Upload on parivesh and Bhoomi portal if applicable.
  - Utilities / incumbencies relocation plan with cost estimates.
  - Drainage design report.

**vi. Bid document and technical Schedules**

PMC is required to prepare the bid document for EPC modes of contracting. The PMC shall assemble and provide all supporting documents from the alignment and feasibility report that will be required for the bid, in the format required by the contracting company at the time of bidding or as maybe required by the authority.

- vii. The PMC shall submit a draft contract agreement. The agreement submitted shall contain all required technical schedules updated with the pertinent project details and data required.
- viii. Overall responsibility for overseeing the implementation of Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan(s), Gender Action Plan, Labor Management Procedure, and Labor Influx Management & Gender Based Violence Mitigation Plan by coordinating with the PIU and ensuring deliverables are in accordance with the ESMF envisaged in the DPR. In this respect, PMC will liaise with and facilitate interaction with necessary

- institutional stakeholders, communities, organizing of community level consultations, facilitating data collection for socio-economic surveys and impact assessments.
- ix. Facilitate HPRIDCL in finalizing a Stakeholder Engagement Plan (SEP) and ‘Environment and Social Commitment Plan’ (ESCP) for as envisaged in the DPRs of the Project.
  - x. Review the DPR of the project prepared for HPRIDCL by M/s GC-RITES-SECON JV (2008) and revised by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) (Design revision in 2023) and carryout necessary design & cost updates to bid out the project.
  - xi. Provide overall evaluation, oversight and co-ordination during implementation of ESIA, ESMP, RAP, Labor Management Procedure, and Labor Influx Management & Gender Based Violence Mitigation Plan, Stakeholder Engagement Plan reports including various other reports, formats, checklists and guidelines.
  - xii. Look for opportunities and propose/plan proactive measures to enhance sustainability of the project activities vis-a-vis slope stabilization and erosion control; efficient use of raw materials i.e. use of local materials, recycled aggregates; climate resilient measures; soil water conservation and management; GHG reduction; emergency preparedness etc.
  - xiii. Help HPRIDCL for detailing out cost for the implementation of safeguard compliance.
  - xiv. Assist HPRIDCL in continuous stakeholder engagement and information disclosure as per SEP approved (including mandatory disclosure of safeguards documents) during project preparation and implementation.
  - xv. Ensure integration of ESIA/ESMP findings in investment plans, engineering designs and bidding documents.
  - xvi. Coordinate with State Revenue Departments for land acquisition. Facilitate preparation of computerized data base related to the Land acquisition and resettlement impacts.
  - xvii. Facilitate PIU to get all the environmental, HP-SPCB, and forest related regulatory clearances and royalties as required.
  - xviii. Assist contractor for the preparation of site-specific Environmental Action Plan.
  - xix. PMC to Carry out site survey and prepare a survey report.

### **Procurement& Contract management:**

The PMC will be responsible for preparation of procurement plan and coordination of procurement of civil works, goods, under the project and ensuring that procurement is carried out in compliance with the procedures/project scheduling/ procurement plan agreed with the HPRIDCL. The tasks of the procurement activities will include but not be limited to the following.

- i. Assist PIU in undertaking procurement related activities/processes in accordance with the procurement plan, which provides the estimated costs and basis for the procurement

- methods for each procurement item under the Project as per prevailing guidelines.
- a. Assist PIU for all internal approvals
  - ii. Prepare/Assist PIU in finalization, as the case may be, of all the papers/documents required for procurement e.g. REOIs, EOIs, TORs, RFPs (inclusive of all Bidding Documents), addenda, Evaluation reports, Contract agreement, LOA etc.
    - a. Take up/assist PIU in finalizing, as the case may be, procurement processes e.g. uploading various invitations, pre-bid meetings, pre-bid responses and addenda, evaluation and evaluation reports, seeking clarifications from bidders, negotiations & minutes thereof, GoHP approvals, LOA and Agreement signing.
  - iii. Assist PIU in finalizing technical specifications developed for procurement of goods and equipment.
  - iv. Assist PIU in handling all procurement related complaints and redressal.
  - v. Maintain all records relating to procurement (both physical and soft media).
  - vi. Maintain detailed record of project complaints and their redress.
  - vii. Periodically update the procurement plan in agreement with the HPRIDCL to reflect the actual project implementation needs.
  - viii. Prepare procurement implementation reports in accordance with the reporting requirement acceptable to HPRIDCL.

### **Monitoring / Execution of project**

Monitoring entire project development and progress for efficient management and advising and assisting PIU in taking necessary actions for quality completion of the project would be PMC responsibility.

- a. **Overall Program plan preparation, management & monitoring**
  - i. To prepare and implementation plan of the program and regular updating in consultation with the PIU
  - ii. Monitoring project development against agreed scheduling
  - iii. Monitoring physical and financial progress
  - iv. Monitoring project development goals against stipulated goals in project indicator framework.
  - v. Updating/revising project scheduling, developmental goals, physical and financial achievements
  - vi. Assist PIU in Forward physical and financial Planning.
  - vii. Reporting monthly project status to PIU and Quarterly project status report to HPRIDCL.
  - viii. Prepare notes, reports, presentation, minutes of meetings etc. as and when required by the PIU.
  - ix. Assisting PIU in dealing with RTI compliance, Audit, Public relations (including

- media reports) and Compliant redress.
- x. Assist PIU in scrutiny of invoices raised.

**b. Civil works**

- i. Assist HPRIDCL/ PIU in monitoring and assisting with left-over land acquisition, tree cutting and utility shifting.
- ii. Assist PIU in monitoring / execution of all civil works including maintenance during contract period of civil works.
- iii. Assist PIU in planning of civil works.
- iv. Prepare an implementation plan and regularly monitor project activities, for both cost & time.
- v. Assist PIU to deal with performance deviation by contractors/concessionaires.
- vi. Advise and assist PIU in minimizing disputes / claims.
- vii. Advise and assist PIU in Design Review Board (DRB) meetings.
- viii. Advise and assist PIU in defending Employer's stand.
- ix. Examining all reports submitted by the Design Consultant and advising PIU on required actions.
- x. Advising and Assisting PIU on monitoring maintenance compliance of the highway tunnel after DLP and payment during maintenance guarantee period.
- xi. Prepare a Road Safety Action Plan for the various Road Safety activities.
- xii. Advice and assist PIU in monitoring & coordination of all the activities related to multi- stakeholder (i.e. Department of Transport, HPPWD, Police & Health) road safety interventions.
- xiii. Assist and advise PIU on encumbrance removal/utility shifting during construction period.
- xiv. Assist PIU in monitoring the implementation of activities under ESIA, ESMP & ARAP Compilation of pollution monitoring data, reports preparation and co-ordination with the monitoring agencies.
- xv. Supervision and monitoring to ensure compliance of environmental aspects with particular reference to preparation of status/monthly/quarterly reports for HPRIDCL and GoHP on environmental aspects (such as regulatory clearances and reporting, tree cutting/forest clearance, EMP implementation, a forestation programme etc.); preparation of compliance reports for the Environment and Forests of State Governments/Ministry of Environment, Forests and Climate Change (Govt. of India) (as required); preparation of compliance/ completion reports of each phase; and review and follow up on reports submitted by the Contractors and/ or Independent/ Authority Engineers.
- xvi. Co-ordination with other departments and agencies with particular reference to preparation (as needed with regard to project scope) of application and follow-up on Environmental Clearances; SPCB NOC; forestry clearances, tree cutting permissions, NOC for construction activities near ASI monuments etc.
- xvii. Support the Client in implementation of the above mitigation plans (ESIA, ESMP &

ARAP).

- xviii. During implementation, PMC will also be responsible for internal monitoring of the implementation of mitigation plans, besides facilitating and contributing to the periodic external impact evaluation studies, if any that would be undertaken at specified intervals during implementation stage of the project.
- xix. Coordinate the meetings of various committees established for the implementation of Resettlement plans.
- xx. Ensure compliance to all labor laws such as prohibition of child labor, HIV/AIDS, gender issues, LMP by conducting necessary training/orientation programs.
- xxi. Undertake periodic field visits as appropriate to review the progress at ground level.
- xxii. Help Setting-up system for grievance management within HPRIDCL and support implementing agency to set up grievance management systems as required. Track, document, and ensure follow up on all grievances and provide reporting data for progress reports.
- xxiii. Any other duties as may be assigned for the efficient and smooth execution of the project by HPRIDCL.

### **c. Construction Supervision Consultant**

#### **(1) For project preparatory works/consultancy**

- (a) To assist the client in reviewing and finalization of all the documents prepared by the Design Consultant/ any other consultant.
- (b) Reviewing and finalizing various kinds of survey data including traffic survey, Special count and origin and destination survey, axle load survey, and all other survey related to traffic, Socio economic survey, road inventory survey, Social and Environment Base line survey, engineering surveys etc.
- (c) Reviewing, updating and finalizing all design data, geotechnical investigation data, and Environment and Social Impact Assessment (ESIA) reports.
- (d) Reviewing, updating and finalizing all detailed project reports (DPRs) including specification, BOQ, Drawings, Contract data, Conditions of contracts etc.

#### **(2) During Construction of Tunnel, approaches, Junctions at Portals, Viaduct at Portal**

Carrying out all the duties of the “Project Manager (Engineer)” as specified in the construction contract, within any limitations specified therein. The duties and responsibilities of the Project Manager and Project Manager’s Representatives



shall be as per Conditions of Contract for civil works procured under prevailing National Open Competitive Procurement (NOCP) documents.

- (ii) Ensuring that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulations of the construction contract documents.
- (iii) To impose and enforce a system of quality assurance of work; approve materials and their sources, review bituminous mix designs and concrete mix designs proposed by the contractors and approve/suggest modifications to the contractor's proposed mix designs, laying methods, sampling and testing procedures and quality control measures to ensure the required standard and consistency in quality.
- (iv) To check the laboratory and field tests carried out by the contractors and to develop a mechanism to involve the Team Leader/ Resident Engineer in carrying out an adequate number of independent tests other than the regular testing done by laboratory personnel.
- (v) To monitor and check the daily quality control and quantity measurements of the works carried out under the contracts, keep all measurement records as per the directions of the Client and issue interim payment certificates when the quality of the works is satisfactory, and the quantities are correct.
- (vi) To direct the contractor/s to take all necessary steps including those mentioned in the works contract/environmental management plan to protect the environment and their workforce on and off the site which arise due to construction operations.
- (vii) To issue certificates for interim payments to the contractors and certify completion of parts of the totality of the works where applicable. Details of interim progress payments are to be recorded in an electronic and manual measurement book before issuance of interim certificates.
- (viii) To approve contractors' works programs, advise contractors on the preparation of such plans as well as to review and decide on any changes to such plans.

### **(3) Post Construction Consultancy**

- i. Take up performance report of completed civil works.
- ii. Assist PIU in making final payment.
- iii. Assist PIU in obtaining early discharge certificates from civil works contractors.
- iv. Assist PIU in ensuring maintenance compliance of civil works and payment.



**(4) Other activities related to the Project.**

- i. Efficient Documentation both on paper media and soft media
- ii. Assist PIU in handling RTI applications and assessment of RTI compliance.
- iii. Assist PIU in handling audit observations including preparation of detailed replies on Audit Para, factual note.
- iv. Assist PIU in handling complaints/representations.
- v. Assist PIU in handling references from Quality control/Vigilance Commissioner/ MLA/MP/GoI.
- vi. Assist PIU in important Correspondence with the GoHP and GoI.
- vii. Presenting project status during HPRIDCL and GoHP/ GOI meetings as well as to prepare power point presentation on the same as per requirement.
- viii. To assist the client in monitoring and evaluation including updating the indicators of result framework of the project.
- ix. Assist PIU in arranging and conducting monthly progress review/coordination meetings and to prepare its minutes of meeting.
- x. Preparing overall progress report of the project including status of Physical and financial progress of all the civil works and consultancy services, NGO services, IE services, claims from contractor, complaints /references through any mechanism and from any one and of all other activities related to project and the client in consultation with client including monthly progress report and quarterly progress report.
- xi. Prepare quarterly status report of various references/ complaints received through various mechanisms like complaint handling, quality control, vigilance commission/MLA/MP/GoI etc.
- xii. Prepare Employer's performance report.
- xiii. To assist PIU in periodically updating the project website.

**Training and Capacity building**

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**Assist the PIU in preparation of Supporting Documentation for the Project.**

- i. Assist the PIU in preparing documentation/various progress reports to be submitted to HPRIDCL and GoHP in connection with the Project. This documentation would include details of the scope of the road improvement works, costs, environmental

- examination, social impact and resettlement impacts if any.
- ii. Any other reasonable assistance that may be required by the Client during the course of the implementation of the project that could be accommodated by the PMC without deploying additional manpower and incurring additional costs.

### **Location & Duration of the Services and Deliverables**

The PMC will have to establish its main office in Shimla during the entire duration of the project and will be reimbursed for the same on monthly basis. The selected Consultant will be responsible for making their own arrangements for accommodation for the office of the Team Leader and all associated staff stationed in Shimla as well as for at-site staff. The Consultant should also make his own arrangements for office furniture, equipment, stationeries, photocopiers, communication facilities like telephones, web connections, facsimiles, etc. including maintenance thereof and vehicles for transportation of office staff, etc.(including operation, maintenance, insurances and repairs thereof) and will be reimbursed on monthly basis for the same.

**The PMC services will be carried out over the entire project preparation (6 months), implementation period (24 months) plus an additional one(1) year.**

The Consultant shall submit the inception report no later than 4 weeks after signing the PMC contract. The Inception Report details the deployment of the personnel and the approximate time of their mobilization, which is coordinated with the project implementation plan. The Consultant will no later than the 10th of each month submits a combined summary report of the progress of all ongoing pre-construction/ during Construction/post construction activities and recommendations on how to deal with problematic issues. PMC must also submit quarterly Progress Monitoring Report (QPR) to the HPRIDCL and GoHP through PIU. The targets and approximate duration of various tasks/ deliverables of PMC consultancy are scheduled below:

All the deliverables required in hard copy shall be submitted in six (6) copies and those which are to be submitted in soft copy shall be submitted in two copies. The documentation done under this assignment shall be given in external hard disk of capacity (not less than 1 TB) to be supplied by PMC. The PMC shall ensure that every submission made under this consultancy shall be copied on this external hard disk at the time of submission.

The following are the key deliverables to be submitted by the consultant.

- 1) Inception report/s
- 2) Documentation of all works done related to project prior to placement of PMC, in hard and softcopy.
- 3) Report regarding action for removing implementable design gaps, enhancing implementable design features based on User perception report and baseline survey done by the other consultant.
- 4) The PMC will review earlier DPRs' and submit reports of further action

- required to the client issuing further direction to them.
- 5) Monthly progress reports.
  - 6) Reports for finalizing the designs, designs drawings and all other Documents related to earlier Reports / DPRs.
  - 7) Monthly progress report on Quality Assurance and Technical Audit (QATA) of works.
  - 8) Reports of comments for finalizing ESIA, ESMP & ARAP, and any other safeguard documents.
  - 9) Reports of comments for finalizing each report submitted by all the consultants engaged under the project.
  - 10) Full RFP document/Schedules for the project for approved mode of Bidding / EPC
  - 11) Notice inviting Tender (NIT).
  - 12) REOI, EOI, TOR, RFP addenda for various consultancy services
  - 13) Contract agreement, LOA for works.
  - 14) Bid Evaluation report, negotiation, contract agreement, LOA.
  - 15) Monthly progress report containing the following details in consultation with Team leader.
    - i. Physical and Financial progress of each pre-construction/during construction/post construction work and consultancy services
    - ii. Status of each work and consultancy (Work done against work supposed to be done alongwith details of actions required to meet with work plan if any with respect to work plan)
    - iii. Details of RTI applications
    - iv. ESIA, ESMP & ARAP implementation compliance status
    - v. Details of complaints and redressing
  - 16) Quarterly progress report containing the following details in consultation with Team leader.
    - i. Physical and Financial progress of each pre-construction/during construction/post construction work and consultancy services
    - ii. Status of each work and consultancy (Work done against work supposed to be done alongwith details of actions required to meet with work plan if any with respect to work plan)
    - iii. Status of complaints and redressing
    - iv. ESIA, ESMP & ARAP implementation compliance status
    - v. Status of RTI applications
  - 17) Notes, Reports, Presentation and minutes of various meetings and road safety related works
  - 18) Minutes of meetings on monthly progress review of each work and consultancy

services

- 19) Report of completed works of up-gradation and rehabilitation.
- 20) Notes/reports required for any approval from GoHP/GOI
- 21) Six monthly reports revising project development goals against stipulated goals.
- 22) Quarterly Procurement implementation Report
- 23) Mid-term review report
- 24) Complete documentation till the project completion or completion of the PMC assignment, whichever is earlier.
- 25) Final report of project completion containing details of each work and consultancy service and goods/equipment purchased under the project.
- 26) Final report on QATA of works.

### **Contract management framework**

The Director (Projects) on behalf of the Employer will take responsibility for managing the Consultant's work and for ensuring delivery of the project. The Director (Projects) will assign a project team to engage regularly with the Consultant to efficiently complete the various delivery items. Frequent meetings with the Consultant at the employer's office are foreseen during the period of services. The project team will meet at least monthly, and the Consultant will report progress to these meetings. During the entire period of services, the Consultant shall interact closely with the Employer to receive input and provide information.

### **Data, services, and facilities to be provided by the employer**

The following and any other such data, available from the Employer shall be provided to the PMC:

1. DPR & Feasibility Report of 2008 prepared by GEOCONSULT-RITES-SECON JV).
2. Revised DPR (of 2008) prepared by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.)In 2024.

### **Staffing**

1. The PMC must have relevant international-standard experience and expertise and be familiar with local conditions and laws.
2. Staff nominated by the selected PMC must be confirmed as available to do the scheduled work.
3. The indicative Man months of key professionals are as per **Annexure-1**.
4. In addition, the consultant needs to deploy the following **support staff** also during the course of the project:
  1. Office Manager – One (1) no.
  2. Computer Operators – Four (4) nos.
  3. Office boys - Four (4) nos.

5. The PMC is required to deliver the services from a location in Shimla, in close interaction with the Director (Projects) and other Project concerned officers.
6. The key personnel shall be supported by adequate support staff; for example, there may be a need for more than one high way engineer.
7. The key personnel shall be supported by the provision of vehicles for the site staff. Two vehicles for exclusive usage of the project will be required. In case more vehicles are required by the PMC than same shall be provisioned later in construction contract.
8. The mobilization and demobilization of key PMC professionals whose requirement is intermittent will be resolved in consultation with PIU. All endeavors shall be made by the Consultant to account for reasonably accepted variation in project activity and to complete the assignment in the quoted man months. The Consultant shall accordingly decide the qualifications and deployment of the support staff.
9. **The selected Consultant shall also provide Two (2) Computer data operators and Two (2) office boy for deployment in the PIU/HPRIDCL office to support operations and needs there.**
10. The proposed key and other personnel need to be available during the project implementation period according to the manning schedule agreed in the negotiations with the employer. The PIU / Employer must approve beforehand any replacements in the PMC team of key professional staff.

### **Required Qualifications & Experience of Key Personnel:**

- **Team Leader cum senior tunnel expert:**

<b>I</b>	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering
	Desirable	Post Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering
<b>II</b>	<b>Essential Experience</b>	
a)	Total professional Experience	Min. 20 years
		(i) Professional experience of min 12 years in handling major tunnel projects (Road/Rail/Metro)

b)	Experience in tunnel projects	(ii) Experience of min 6 years in major tunnel construction/construction supervision projects (Road/Rail/Metro)
		(iii) Experience min 6 years in reviewing of DPR or Feasibility report of major tunnel projects(Road/Rail/Metro)
		(iv) Experience in DPR reviewing of minimum 800m Tunnel length
		(v) Experience in construction/construction supervision/ reviewing 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 reviewing of DPR or Feasibility report of major tunnel projects(Road/Rail/Metro)
III	Age Limit	65 years on the date of submission of proposal

• **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) Experience in Tunnel projects	(i) Professional Experience in handling major tunnel projects (Road/Rail/Metro)
		(ii) Experience of 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)
	d) 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
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<b>III</b>	<b>Age Limit</b>	65 years on the date of submission of Proposal
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- **Tunnel cum Excavation Specialist**

<b>I</b>	<b>Educational Qualification</b>	
	Essential	Degree in Civil/ Mining Engineering
	Desirable	Post Graduation in Civil/ Mining Engineering or equivalent.
<b>II</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 15 years
	b) ) Experience in Tunnel projects	(i) Min 10 years Experience as Tunnel Excavation Expert or similar capacity in construction supervision of rail/metro/road tunneling projects
	c) Experience in similar capacity	Experience in tunnel design/ DPR/ preparation / feasibility study/design review involving majortunnel projects (Road/Rail/Metro)



<b>III</b>	<b>Age Limit</b>	65 years on the date of submission of Proposal
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• **SENIOR GEOTECHNICAL ENGINEER**

<b>I</b>	<b>Educational Qualification</b>	
	Essential	Civil Engineering/Mining Engineering/ Engineering Geology
	Desirable	Geotechnical Engineering /Foundation Engineering/Rock Mechanics/Geo science or equivalent
<b>II</b>	<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)
	c) Experience in similar capacity	(i) Professional Experience as Senior Geotechnical Engineer
		(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)
		(iv) Experience as Senior Geotechnical Engineer or similar capacity in preparation of DPR/ Feasibility report of major tunnel projects (Road/Rail/Metro) using NATM
<b>III</b>	<b>Age Limit</b>	65 years on the date of submission of proposal

• **SENIOR E&M EXPERT**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Degree in Electrical/Mechanical Engineering.

	Desirable	Post Graduation in Degree in Electrical/Mech Engineering.
<b>ii)</b>	<b>Essential Experience</b>	
	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 Expert for Tunnel Design/ Construction projects.
	c) Experience in similar capacity	He should have handled atleast two tunneling projects in similar capacity.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>

- **Quality/MATERIAL ENGINEER**

<b>i)</b>	<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
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	<b>Min. 15 years</b>
	b) Experience in Highway/Tunnel 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.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of proposal</b>

- **GEOLOGIST**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering or M.Sc. Geology
	<b>Desirable</b>	<b>Masters in Foundation Engineering / Soil Mechanics / Phd in Geology /Geo Tech Engineering</b>
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 12 years
	b) Experience in Highway Projects	Minimum 7 years of professional experience in working in Highway / Rail / Road / Metro Tunnel projects with proven track record of Geological mapping especially in the Himalayan region.
	c) Experience in similar capacity	Material cum Geo-technical Engineer on highway projects (2/4/6 lane NH/SH/Expressways) of minimum aggregate length of 80 km.

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iii)	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>
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• **SENIOR SURVEY ENGINEER**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate or equivalent in Civil Engineering or Diploma in Civil Engg or Diploma in Surveying
	<b>Desirable</b>	<b>Masters in Survey Engineering/ Surveying / Remote Sensing</b>
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 10years
	b) Experience in Highway projects	Min. 8 years on similar tunnel projects in project preparation and construction & thorough understanding of modern computer based methods of surveying. He should be familiar with using the latest survey equipment such as LIDAR, Total Station etc. Surveying experience in Hill terrain and tunnel projects will be preferred.
	c) Experience in similar capacity	Survey Engineer for projects preparation of highway project (NH/SH/Expressways) involving 2/4/6- laning of minimum aggregate length of 80 km.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>

**ESHS Expert/SPECIALIST**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering / Environment Engineering / degree in Environment Sciences and must be accredited as Occupational Health & Safety (OHS) Officer
	<b>Desirable</b>	Post Graduate in Environmental Engineering/ Masters in Environment Science
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 12 years
	b) Experience in Tunnel Projects	He/She must have at least 8 years of relevant cumulative experience in performing as ESHS Officer on large infrastructure projects.

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	c) Experience in similar capacity	He/ She must have successfully completed at least 2 tunnel projects of similar magnitude and complexity in a similar capacity.
iii)	<b>Age Limit</b>	<b>65 years on the date of submission of bid</b>

• **QUANTITY SURVEYOR/DOCUMENTATION EXPERT**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate or equivalent in Civil Engineering / Certificate course from 'Institution of Quantity Surveying'
	<b>Desirable</b>	
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Highway Projects	Min. 8 years in Preparation of Bill of Quantities, Contract documents and documentation for major highway projects involving two/ four laning
	c) Experience in similar capacity	Quantity Surveyor / Documentation Expert in highway projects (NH/SH/Expressways) involving two/four/six laning of minimum aggregate length of 80 km.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>

• **HIGHWAY CUM PAVEMENT ENGINEER**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	<b>Degree in Civil Engineering</b>
	<b>Desirable</b>	<b>Masters in highway engineering/ Transportation Engineering</b>
<b>ii)</b>	<b>Experience</b>	
	a) Total Professional Experience	Min. 08 years
	b) Experience in Highway projects	Minimum 06 years' experience in pavement design and maintenance of NH/SH/Expressways.
	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.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>

### 3. **SENIOR CONTRACT SPECIALIST**

Duties: He will be deployed in working season in stages for whole period for obtaining his expert opinion on emerging contractual issues. His key responsibilities will be to guide and assist Team Leader/Employer in all aspects of contract management in proper implementation of contract provisions including controlling the project cost of the construction package. He will also be required to offer his advice on contractual complications arising during the implementation as per the request of the employer. He will be required to prepare manuals/schedules for the consultants team/employer based on the provisions of the contract document. He will be responsible for giving appropriate suggestions in handling claims of the contractors and any dispute arising thereof.

#### **(1) Essential Qualifications.**

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of 15 years in Contract Management.
- c) Experience of at least 4 years as Contract Specialist on any National/State Highway project/Bridge Project.
- d) Contract Management of a tunnel contract say over Rs.150 crore including experience of handling Variation orders, claims of the contractor and there appropriate disposal for at least 2 projects.
- e) Handled at least one Arbitration cases in respect of highway/tunnel or any civil construction project.
- f) *Not more than 65 years of age.*

#### **(2) Preferential Qualifications.**

- *(a) Degree in Law/PG in management/certificate course in management/ certificate course in construction management/certificate course in contract management.*

He should possess a Post Graduate degree in Civil / Hydrology Engineering with at least 10 years of experience in various infrastructure projects. He should have worked as a Drainage design Engineer with Highway / Road / Rail / Hydro / tunnel projects.

#### • **Drainage Engineer**

i)	<b>Educational Qualification</b>	
	Essential	Degree in Civil Engineering.
	Desirable	Post Graduation in Degree in Hydrology
ii)	<b>Essential Experience</b>	



	a) Total Professional Experience	Min. 10 years
	b) Experience in Tunnel projects	10 years in Tunnel Projects and should have worked for at least five years as drainage engineer for Tunnel Construction projects.
	c) Experience in similar capacity	He should have handled at least two tunneling projects in similar capacity.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>

### • R & R EXPERT

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate OR Retired Patwari or above from GoHP.
	Desirable	-
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 15 years
	b) Experience	Candidates should have experience in preparation of social impact assessment, planning/implementation of resettlement and rehabilitation activities. Candidates should have knowledge of implementation of resettlement and rehabilitation programmes as per the provisions of Right to Fair Compensation and Transparency in Land Acquisitions, Rehabilitation and Resettlement Act, 2013 through periodic monitoring. Candidates should have knowledge of national and State guidelines, policies, and Acts on land acquisition, rehabilitation and resettlement. Candidates having experience in Metro /Railway Projects will be preferred.
<b>iii)</b>	<b>Age Limit</b>	<b>65 years on the date of submission of Proposal</b>



- **DRAFTSMAN**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Diploma in drafting/draughtsman/ or equivalent or above
	Desirable	Degree or above in civil engineering or equivalent
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Min. 10 years
	b) Experience	Minimum 5 years in tunnel and road drawings especially on AutoCAD software. Candidate should have detailed knowledge of Drafting and civil engineering etc.
<b>iii)</b>	<b>Age Limit</b>	<b>48 years on the date of submission of Proposal</b>

**Annexure-1****Details of Man months of Key professional and Sub professional staff**

Sl. No	Description	No.	Total Man Months	Preparation (Pre-construction) Stage (6 months)	Construction Supervision Stage (24 months)	Post Construction stage (12 months)
<b>Key Professional</b>						
1	Team Leader Cum Senior Tunnel Expert	1	42	6	24	12
2	Senior Geotechnical Expert	1	12	6	6	
3	Tunnel Design Engineer	1	10	6	4	
4	ESHS Expert	1	24		24	
5	Senior Contract Specialist	1	10	4	4	2
6	Senior Geologist	1	30	6	24	
7	Tunnel cum Excavation Specialist 1	1	24		24	
8	Tunnel cum Excavation Specialist 2	1	24		24	
9	Advisor Tunneling to HPRIDCL (Provisional sum position)*	1	12	3	9	
	<b>Sub Total</b>		<b>188</b>	<b>31</b>	<b>143</b>	<b>14</b>
<b>Non Key Professional</b>						

10	Drainage Engineer	1	13	1	12	
11	Senior E & M Expert	1	12	4	6	2
12	Senior Survey Engineer	1	34	4	24	6
13	Quality/Material Engineer	1	24		24	
14	Highway cum Pavement Engineer	1	6		6	
15	Quantity Surveyor/Document expert	1	26		24	2
16	R&R expert	1	12	6	6	
17	Draftsman	1	12	6	6	
	<b>Sub Total</b>		<b>139</b>	<b>21</b>	<b>108</b>	<b>10</b>
	<b>Office Staff</b>					
18	Office Manager	1	42	6	24	12
19	Computer Data Operator	4	168	24	96	48
20	Office Boys	4	168	24	96	48
	<b>Sub Total</b>		<b>378</b>	<b>54</b>	<b>216</b>	<b>108</b>
	<b>Total</b>		<b>705</b>	<b>106</b>	<b>467</b>	<b>132</b>

- Note 1:** 2 No. Computer Operator and 2 No. Office Boy to be deployed at HPRIDCL office and will report to HPRIDCL officials. Attendance of these 4 no. staff will be marked/verified by HPRIDCL officials.
- Note 2:** Above positions and man months key professional/non-key professionals/office staff are tentative. Final positions and their man months will be finalized with the successful bidder before signing of the contract as per actual project requirement.
- \*Note 3:** Advisor Tunneling to HPRIDCL: of this consultancy assignment should possess a Degree in Civil Engineering. He should have 20+ years of experience in management of infrastructure project involves Tunnel (NATM method), Roads / Hydro with various financing and procurement arrangements, supervision of highway/ Metro/Hydro tunnel contracts, understanding of the bidding and contract documents, He shall have good enough experience of institutional development and HR development. He should have atleast 20 years of professional experience, he should have worked as Chief Engineer or above position in Government departments. The PMC should take provisioning of this position enrolments equivalent to his / her gross salary at the time of retirement minus pension. The advisor will report to Projects director HPRIDCL and assist him with all the Tunnel related works.

### Reimbursable expenses

Item**	Months
Office Expenditure (Rent and Maintenance)	42
Vehicles – 2 No	42
Vehicle – 1 No for Advisor Tunnelling	12
Printing and stationary	42
Communication	42

\*\*These item shall be paid only on production of bills upto maximum limit of quoted amount for particular month.

### Survey and Investigation works:

1. Site Survey works
  2. Geophysical works – SRT and ERT
- Geotechnical investigation – Bore hole investigation along with laboratory testing.**

### Schedule for Submission of Reports and Documents for Pre-Construction Stage

S No	Activity	Time period in days from the date of commencement
1	Site Survey report	30
2	Alignment report with additional two options	45
3	Geological and Geotechnical report	120
4	Feasibility report	140
5	Tender documents and schedules including completion of bidding process for contractor.	180

### Review by the Client of Consultant Outputs and Process.

A reviewing committee consisting of the following officers of the GoHP shall review the progress of the work and the reports to be submitted by the consultant for this consultancy services:-

**Review Committee**

1	Director (Projects) HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla - 171002	Chairman
2	Executive Director (Design) – Cum – Superintending Engineer (P&D), HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla - 171002	Member Secretary
3	General Manager (F&A) – cum-joint controller (F&A), HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla 171002 (As applicable)	Member
4	General Manager (Civil) – Executive Engineer HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla 171002 (As applicable)	Member
5	AE Horticulture (Social – cum- Environment officer) HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla – 171002	Member
6	Representative from concerned department/agency (As applicable)	Member

The Review Committee will review the outputs submitted by the Consultant, give suggestions and modifications, if any, within two weeks of receipt and would be the authority to approve the reports. The Review Committee may also hold meetings with the Consultant as necessary to discuss reports submitted and review progress etc.

#### 4. TOR of QATA

##### **QATA will be the part of scope of PMC**

##### **A) BACKGROUND**

The GoHP through HPRIDCL has updated the DPR (of 2008 prepared by GEOCONSULT-RITES-SECON JV) through their Consultant Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) for the tunnel from IGMC Junction to IPH Pump house near St. Bede's college under its Urban Road Improvement Project (URIP) for Shimla DHQ. Under this project, the consultant has updated the detailed engineering design, preparation of safeguards documents, BOQ, cost estimates and bidding documents for the 890 m long main tunnel (and 380 m escape tunnel) to be undertaken for implementation through EPC mode.

The feasibility and detailed design of the tunnel in Shimla was originally prepared by M/s GC- RITES-SECON JV comprising of GEOCONSULT ZT GmbH (Lead Firm), Hoelzlstrasse and RITES Ltd. in the year 2008, the design of which was subsequently revised by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) Chennai during their preparation of the Urban Road Improvement Project for Shimla DHQ. The consultants have updated the detailed design of the tunnel as per the revised design code *IRC: SP 91-2010, Guidelines for Road Tunnels*, and correspondingly revised the Bill of quantities and updated Cost estimate.

For successful implementation of this project, the Lead implementing agency HP Road and Infrastructure Development Corporation (HPRIDCL), represented by the Director (Projects) intends to have a Project Management and Construction supervision Consultant.

#### 5. Objectives: -

To ensure achieving high quality in construction works to be executed under road rehabilitation program.

- To ensure that all the works carried out under this program fully comply with engineering designs, technical specifications, drawings, established codes & sound engineering practices and contract documents.
- To provide technical audit and advisory services for the works executed under the road rehabilitation program.
- To strengthen the technical capabilities & promote technology transfer to the engineers of HPRIDCL through on job training and technical audit/ advisory services.
- To strengthen the capabilities of the local contracting industry by encouraging

expansion, acquisition of modern equipment and introduction of new technologies, processes and procedures.

- Guidance in the construction of trial sections by the contractors and performance monitoring.
- To ensure that IRC mandated Environmental Mitigation measure are adhered to during construction.
- The primary responsibility for day-to-day supervision of works will be of the consultant and the consultant will also assist the HPRIDCL in respect of Quality assurance and Technical Audit of works.

## **6. Scope of Consultant's Services**

The scope of consulting Services will include the following:

1. Assist in interpretation of the drawings and Technical Specifications etc. as and when required by the HPRIDCL.
2. Review Contractor's detailed works program and suggest modifications where required.
3. Review the suitability of Contractor's superintending and key personnel and suggest modifications where required.
4. Review the Construction methodology proposed by the contractor for execution of works in order to ensure that the same is satisfactory in respect of technical requirements, project implementation schedule, environmental aspects and safety of the works, property, personnel & general public.
5. To assist HPRIDCL in approval of the field-testing laboratories setup by the various contractors in respect of its facilities, adequacy, arrangements, equipment and laboratory staff etc.
6. Review suitability of source and quality of construction materials on the basis of inspections, test results/ manufacturer's certificates etc.
7. Develop forms and procedures in order to ensure implementation of a proper Quality Assurance system on all activities and aspects of the project.
8. Review the quality assurance/ control system & procedures being followed by the contractor and the HPRIDCL staff.
9. Witness at least 100% of the Quality Control tests being conducted by the staff of the Contractor in the contractor's field-testing laboratory. The consultant will also conduct some tests independency in the field-testing laboratory.
10. Assist the HPRIDCL on matters connected with quality assurance/ control aspect of works in order to ensure the quality of work and its conformity with the standards & specifications prescribed in the contract.
11. Assist the HPRIDCL during inspection of the construction equipment such as tunnel boring machine/all other equipment and machinery to be used be tunnel construction, Hot mix Plant, paver finisher, rollers, bitumen distributors, chip



spreader and other related machinery in order to assess their suitability for the works. The consultant will check the calibration of the tunnel equipment/machine and hot mix plant etc. Assist the HPRIDCL during periodical inspection of the equipment to be conducted.

12. During the course of inspection if any item of the work is found substandard or unacceptable, the consultant would inform the HPRIDCL the rectification required in writing, giving full justification thereof with necessary supporting data.
13. The consultant will assist HPRIDCL to inspect the work on completion before taking over and indicate to the HPRIDCL any rectification required and outstanding work to be carried out by the contractor prior to issuance of certificate of completion by HPRIDCL and will indicate any defects to be rectified during defect liability period.
14. Provide on-the-job training to the HPRIDCL engineers involved with the works to strengthen their technical capabilities and promote transfer of technology.
15. Recommendations regarding methods and procedures for the evaluation and the system for monitoring of the conditions of the tunnel after completion.
16. Ensure/ review that the contractors are adhering /following IRC mandated environmental mitigation standards/practices.

## **7. Task to be carried out under the Consultancy Services**

### **6.1 Task 1: Team Mobilization and Project Start-up**

Team Leader will introduce team members with the concerned officials of HPRIDCL and will hold meetings to discuss the following:

- Rules and responsibilities of all parties in the project setup and layout the rules and guidelines for implementation of the project.
- Status on award of contract for various sections
- Reporting system and contact for various sections
- Setting up of consultant's project office
- Issuing of Project Reports, Contract Documents and other background information related to the project

### **6.2 Task 2: Review of Available Documents**

As pre-construction activity, the consultant will undertake study of Detailed Project Report and other available documents with particulars relevance to design, specifications and methodology for executing the work and project

schedule. Consultant shall also review the contract Agreements for understanding the responsibilities vested with the Contract involved in the project.

### **6.3 Task 3: Study of Contract Agreement between the PIU and the Contractors**

The understanding of these contract provisions is very important in the overall success of the project. It is very important to have this Agreement absolutely clear and specific in all aspects, and adequately robust to cope up with the requirements for the successful completion of Project. The provisions of the achievements of the milestones and the penalties, the procedure for dispute resolution, if arises are absolutely vital for the success of the Project.

### **6.4 Task 4: Review of Field-Testing Laboratories**

The laboratory and all facilities thereby will be supplied through the Construction Contracts by the Contractors. The list of equipment being provided will be available to the Team Leader by the Client. The Team Leader with the assistance of Sr. Quality Assurance Engineer will check the field laboratory set up of Contractors against this list and report any discrepancies or additional equipment necessary.

### **6.5 Task 5: Preparation of Quality Assurance Plan**

The Consultant, in discussion with the HPRIDCL, shall prepare a Quality Assurance Plan (QAP), which will detail, Consultant's Plan to conduct the various activities and measures/procedures to keep a check on the quality of the products. The quality Assurance Plan and Quality Control procedures will be continually checked by the Consultant's supervisory staff to oversee work completed according to specifications or accepted international practices.

The main considerations that should weigh with preparation of an overall Quality Assurance Plan are: -

Clearly defining the objectives, numerating the activities involved

- Incorporating the requirements of quality in each activity and providing for a fail proof safeguard, if any,
- Laying down the surveillance plan, checks for each apprehended lapse and omission
- Establishment of corrective action and continuous improvement process.

The Consultants shall also develop forms and procedures for proper implementation of the Quality Assurance Plan. They shall, inter alia, include the following: -

Procedure for storing of materials to be used in permanent works.

- Type, frequency and procedure of tests for different kinds of materials and related pavement works-Inspection and test plans including requirement for

- witnessing tests,
- Requirements for record keeping.
- Norms and procedures for control of process related to laying of bituminous concrete, surface regularity for pavement and concrete structures.
- Acceptability criteria for work and workmanship.
- Organization of materials from stockyards during laying and finished works
- Procedures for monitoring of compaction equipment and field compaction.
- Procedures for monitoring/inspection of bitumen plants during production, laying and compaction.
- Procedures for monitoring bituminous concrete production, laying and compacting.
- Formats for recording and compilation of test data
- Reporting system for test results and for actions to be taken in respect of quality
- Other aspects as specifically required/modified to suit to prevailing site conditions and other agencies.
- Safety of the public and the workforces

#### **6.6 Task 6: Quality and Technical Audit**

All Test and Controls before, during and after execution of the works will be preliminary defined before hand and agreed leading to an organized systematic Quality Control. The Consultant will review the laboratory setup of the Contractor including the calibration of equipment. A comprehensive Testing Program and standardization of forms for testing purpose will be setup. Typical standard sheets will be produced for all the test required. They shall, inter alia, include the following:

- The type of test to be performed,
- Demands of specifications in relation to materials or final product,
- The person responsible for testing,
- The periodicity and frequency of the test (Volume of works, daily, weekly, before execution, etc.)
- The standard and limits to be observed.

The consultant shall ensure that the Contract or maintains schematic documentation of all testing as per the forms that will be developed by the consultant.

The consultant's team will audit the quality reports maintained by the Contractor and will also witness 100% testing of material. Where necessary, testing in other laboratories will be arranged by the Contractor and monitored by the Consultant.

The Source of materials will also be reviewed, and test reports of quarry material will be audited to assess their engineering properties. For all pre fabricated and ready mix items, certificated from manufacturers will be audited to verify that the items meet the project requirement and specifications.

The Consultant will develop procedures to audit various items of construction and ensure that all concerned persons understand and implement these procedures with special emphasis on proper testing before any element is covered up. If during inspections the Consultant finds improper materials have been used or if tests fail to meet the requirement of the specification, the consultant will notify HPRIDCL.

The Consultant will regularly inspect all the work site to ensure, on the basis of first-hand observation that works are being executed according to plans and specification and to provide on the job training to local supervision personnel. If any deficiencies in quality are observed during site visits, remedial measures will be initiated on the spot. Supervisory personnel will be educated in proper techniques to inspect/test for the particular problem and to prevent repetition.

#### **6.7 Task 7: Environmental Impacts of Works**

The Consultant will be constantly alert to environmental concerns and recommendations in the Environmental Assessment plans prepared as part of the Project. Apart from the measures built in to the project, the Consultant will pay particular attention to environmental management system of project; assess E&S risk and conduct due diligence during construction not limited to compliance to conditions in clearances/approvals, implementation of mitigation measures, community health and safety, handling of rain run-off, waste earth and dump sites, slope stability and protection, erosion and sedimentation, air and noise pollution; management of municipal solid and hazardous wastes, enhancement measures, impacts on biodiversity and habitat. The Consultant will ensure that mitigation measures for safeguarding the environment are implemented by the Contractor as per ESMP/EMP, IRC Specifications for Road and Bridge Works and Hill road manual. In case of observed of potential environment degradation and non-compliance, advise and prepare recommendations to the HPRIDCL for mitigation measures.

#### **6.8 Task 8: Training and Technology transfer**

Deleted

### **6.9 Task 9: Carry out final Inspection**

After completion of the construction, the Consultant will make an inspection of the entire project or parts of the project with representatives of HPRIDCL & the Contractors. All defects, imperfections, and faults will be notified to HPRIDCL and in turn HPRIDCL will instruct the Contractor for rectification of the defects. Upon completion of all rectification a Final Inspection will be performed with the representatives of HPRIDCL and the Contractor. Following final inspection of the project and the correction of all identified deficiencies on the project, the consultant shall recommend to the HPRIDCL to issue the Project Completion Certificate.

### **6.10 Task 10: Defects Liability Period**

During this period the Consultant will make at least one visit per month of each work to verify the behavior of the tunnel and approach roads/structures and note defects. If necessary, the Consultant will notify the HPRIDCL. In assessing any possible defect that may appear, care will be taken to differentiate between a “construction defect”, which is the Contractor’s responsibility to correct, and “normal wear and tear”, which is a maintenance item. Following each inspection, a report detailing the observed defects will be prepared and discussed with the HPRIDCL and the Contractor involved. A solution to the problems will be determined in consultation with the HPRIDCL and the Contractor. At the end of the Defects Liability Period the Consultant will make a final inspection with the HPRIDCL and the representative of the contractor and certify to the HPRIDCL that all is well, and that the Contractor may be released from further obligation as per provision for contract.

### **6.11 Task 11: Reporting Requirements**

Reports required to be submitted in six copies each of, hard & soft copy include the following:

- Monthly reports on the activities progress and major issues and the observations by the PMC’s Engineer.
- The final audit report contains detailed report of quality and other relevant information.
- Final quality Report–certificate covering overall view of quality and all items.

**The Proposed schedule for submission of various reports is as follows:**

<b>Sr. No.</b>	<b>Report</b>	<b>Time of Submission</b>
1	Quality Assurance Manual for the entire project covering type and nature of QC tests to be conducted, acceptance criteria, frequency of tests, Standard observation sheets and documentation.	Within 30 days from commencement of services.
2	Monthly reports on the activities in progress and major issues and the observations of the consultant's engineers.	For every month by 20th date in following month.
3	Final completion report including status of audit notes, NCR and its disposal and status of quality control Tests conducted along with required frequency and results of QC tests.	Within one month after completion of consultancy assignment.
4	Certificate regarding Quality of work executed for each activity of work and individual road.	Within one month after completion of work.
5	Recommendations regarding methods and procedures for evaluation and the system for monitoring the condition of roads after Completion.	Within one month after completion of consultancy assignment.

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## REPORTING REQUIREMENTS

### 1. OUTPUTS

Reporting requirements will be according to the directions in the Terms of Reference and TOR of QATA

- 1.) As described under the heading **Location &Duration of the Services and Deliverables** in the detailed scope of the Consultancy under **Section-II**.
- 2) As desired in the Task -8: Reporting Requirements of Tore of QATA.

## 2. REPORTING

The Review by the Client of Consultant's Outputs and Process. A reviewing committee consisting of the following officers of the GoHP/HPRIDCL shall review the progress of the work and the reports submitted by the consultant.

1	Director (Projects) HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla - 171002	Chairman
2	Executive Director (Design) – Cum – Superintending Engineer (P&D), HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla - 171002	Member Secretary
3	General Manager (F&A) – cum-joint controller (F&A), HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla 171002 (As applicable)	Member
4	General Manager (Civil) – Executive Engineer HPRIDCL, State Roads Project, Nirman Bhawan, Nigam Vihar, Shimla 171002 (As applicable)	Member
5	AE Horticulture (Social – cum- Environment officer) HPRIDCL, Nirman Bhawan, Nigam Vihar, Shimla – 171002	Member
6	Representative from concerned department/agency (As applicable)	Member

The Review Committee will review the outputs submitted by the Consultant, give suggestions and modifications. Review Committee may also hold meetings with the Consultant as necessary to discuss reports submitted and review the progress etc.



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**KEY PERSONNEL AND SUB-CONSULTANTS – HOURS OF WORKS FOR KEY  
PERSONNEL**

***1. CONSULTANT INPUTS***

- 1.1 The Consultants Key and other personnel shall work 6 days (Monday through Saturday) every week and observe the Gazetted holidays of Government of Himachal Pradesh as holidays. The Consultant shall work 8 hours a day on each working day as per the site program. The description of duties of Key & Sub professionals / qualification/ staff months etc. is provided in the prescribed format C1 & C2.



### C-1 and C-2: Key Personnel and Sub consultants

Sl. No.	Name	Position	Description of Duties	Qualification	Staff-Month
<b>Key Professional Staff</b>					

**Note:** The CVs of professional staff (as per clause 1.2 of Description of Services in Appendix) subject to No Objection of the Client.



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**APPENDIX D - DUTIES OF THE CLIENT****Services, facilities, and property to be made available to the Consultant by the Client****DATA, FACILITIES AND ASSISTANCE TO BE PROVIDED BY THE CLIENT**

The Client will provide the following already prepared detailed design and Feasibility Reports of the tunnel:

- i. The feasibility and detailed design of the tunnel in Shimla prepared in 2008 by M/s GC- RITES-SECON JV.
- ii. Revised DPR (of the 2008 DPR) prepared by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) as part of URIP-Shimla.

The Client will assist the supervision consultant with obtaining licenses and permits necessary to carry out the services.

**Professional and support counterpart personnel to be made available to the Consultant by the Client.****Professional Technical Staff:**

The Client will depute at least 5 full-time professional technical staff members – 1 Director Projects, 1 Executive Director, 1 EE, 1 AE, and 1 JE - to work alongside the supervision consultant team for the duration of the services. This staff shall act as part of the Supervision Consultant team. The Client will seek to maintain continuity of counterpart staff for the duration of the services.

**Laboratory Facilities:**

The Supervision Consultant for conducting various tests (during the construction stage) shall use free of cost all equipment installed in the site laboratories to be set up by the Contractor.

## **PART II**

### **Section 7. Conditions of Contract and Contract Forms**



**STANDARD FORM OF CONTRACT**

**Consultant's Services**

Time-Based



## Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT'S SERVICES**  
**Time-Based**

:

**Assignment Title: Project Management and Construction Supervision Consultancy services (PMC) for review of detailed feasibility studies of Tunnel from IGMC Junction to IPH pump house near St. Bede's college, and feasibility studies of two other suitable alternatives, finalization of most advantageous alignment of the Tunnel, and its detailed feasibility studies, preparation of bid documents, and technical schedules, supervision of the civil works i/c contract management through the client during the construction and Defect Liability Period etc**

**Contract No.** \_\_\_\_\_

**Between**

Director, (Projects) HPSRTP  
Himachal Pradesh Road and  
Infrastructure Development Corporation Limited  
Nirman Bhawan, Nigam Vihar, Shimla-171002,  
Himachal Pradesh.

**And**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

**Himachal Pradesh Road and Infrastructure  
Development Corporation Ltd.**



## I. Form of Contract

### TIME-BASED

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “consortium/Associates” as applicable) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) The Client/Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client/Employer that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The GoHP through HPRIDCL has updated the DPR (of 2008 prepared by GEOCONSULT-RITES-SECON JV) through their consultant Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) for the tunnel from IGMC Junction to IPH Pump house near St. Bede’s college under its Urban Road Improvement Project (URIP) for Shimla DHQ. Under this project, the consultant has updated the detailed engineering design, preparation of safeguards documents, BOQ, cost estimates and bidding documents for the 890 m long main tunnel (and 380 m escape tunnel) to be undertaken for implementation through EPC mode. To implement “The Construction of tunnel from IGMC Junction to IPH pump house near St. Bede’s college under EPC mode with HPRIDCL as executing agency and for the successful implementation of the project, the Lead implementing agency Himachal Pradesh Road and Infrastructure Development Corporation Ltd. (HPRIDCL), represented by the Director (Projects) intends to have a **Project Management and Construction (PMC) supervision Consultant.**



The detailed design of the tunnel prepared by Assystem India Limited (Formerly Known as L&T Infrastructure Engineering Ltd.) has to be reviewed and updated as per the best global practices by the consultant. Moreover, the Consultant will ensure to achieve high quality in construction works so that all works fully comply with the engineering designs, technical specifications, drawing, established codes and sound engineering practices and contract documents. He will ensure that the Environment Mitigation Measure are adhered to during construction and provide his services as per the Terms of Reference of Contract Agreement.

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 (including Attachment 1 “Fraud and Corruption”;
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Deleted

Appendix D: Deleted

Appendix E: Form of Advance Payments Guarantee

Appendix F Code of Conduct (ESHS) [*Note to Client: to be included for supervision of civil works contracts*]

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F [*Note to Client: to be included for supervision of civil works contracts*]. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

*[Add signature blocks for each member if all are signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. 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 Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **The project is funded by GoI under ----.**
  - (c) “Employee/client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (f) “Day” means a working day unless indicated otherwise.
  - (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
  - (j) “GCC” mean these General Conditions of Contract.
  - (k) “Government” means the government of Himachal Pradesh/India
  - (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
  - (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the

performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

- (n) "Local Currency" means the currency of the Client's country.
- (o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety

## **2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **4. Language**

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

## **5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

- 6. Communications**
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption**
- 27.1 The Employer requires compliance with the /GoHP/GoI/ CVC guidelines, prevailing rules, regulations and procedures.
- a. Commissions and Fees**
- 1.1 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of**
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing



- Contract** the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days 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.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. 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.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the GoHP is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and

avoid or overcome in the carrying out of its obligations hereunder.

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

**b. No Breach of Contract**

17.4. 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.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled

according to Clauses GCC 48 & 49.

## 18. Suspension

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

## 19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

### a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a



of the Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a



close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant

shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Employer's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## 21. Conflict of Interest

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### a. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

### b. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.



- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC, 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the PIU and/or persons appointed by the PIU to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the PIU. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially

impede the exercise of the PIU inspection and audit rights constitute a prohibited practice subject to contract termination.

**26. Reporting Obligations**

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

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.



## D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts**
- 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for 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 GCC 41.2.
- 29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.
- 30. Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.
- 31. Approval of Additional Key Experts**
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 32. Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at

the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 "Key Experts, Non-Key Experts or Sub consultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request."

32.4 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

**33. Replacement/  
Removal of Experts  
– Impact on  
Payments**

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**34. Working Hours,  
Overtime, Leave,  
etc.**

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client'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 Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

**E. OBLIGATIONS OF THE CLIENT**

**35. Assistance and  
Exemptions**

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such





other documents as shall be necessary to enable the Consultant to perform the Services.

- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**36. Access to Project Site**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**37. Change in the Applicable Law Related to Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract





shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

**38. Services, Facilities and Property of the Client**

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

**39. Counterpart Personnel**

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**40. Payment Obligation**

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



## F. PAYMENTS TO THE CONSULTANT

- 41. Ceiling Amount**
- 41.1 Deleted
- 41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
- 41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
- 42. Remuneration and Reimbursable Expenses**
- 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing;
- 42.2 Deleted.
- 42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.
- 42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- 43. Taxes and Duties**
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44. Currency of Payment**
- 44.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.
- 45. Mode of Billing and Payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the

foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**46. Interest on Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. FAIRNESS AND GOOD FAITH**

**47. Good Faith**

47.1 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.

**H. SETTLEMENT OF DISPUTES**

**48. Amicable Settlement**

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

**49. Dispute Resolution**

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## **II. General Conditions Attachment 1**

### **Fraud and Corruption** *(Text in this Appendix shall not be modified)*

#### **Section 5. Fraud and Corruption**

**(This Section 5, Fraud and Corruption shall not be modified)**

##### **1. Purpose**

TheGoHP/GoI/CVC guidelines and prevailing rules and regulations of GOI/GoHP apply with respect to procurement of this consultancy.

##### **2. Requirements**

3.1 The Employer/GoHP requires that the consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption. To this end, the Employer Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer's/GoHP investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) Acts intended to materially impede the exercise of the Employer's /GoHP inspection and audit rights provided for under paragraph 2.2 e. below.

3.2 Rejects a proposal for award if the Employer/GoHP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-

consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- 3.3 Pursuant to CVC guidelines and prevailing rules and regulations of GOI/GoHP, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded (ii) to be a nominated<sup>1</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.
- 3.4 Requires that a clause be included in bidding/request for proposals documents, requiring (i) bidders (applicants/proposers),, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Employer to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Employer/GoHP.

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<sup>1</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Employer

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Employer or persons appointed by the Employer to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Employer :Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL)</p> <p>Attention : Director, (Projects) Himachal Pradesh Road and Infrastructure Development Corporation Limited (HPRIDCL), Nirman Bhawan,Nigam Vihar, Shimla- 171002, Himachal Pradesh. Facsimile: 0177-2620663Tel: 0177-2627602. E-mail : pdsrp-hp@nic.in</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____ _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Employer:</b> <i>Mr. Pawan Kumar</i></p> <p>Director (Projects), HPSRTP Himachal Pradesh Road and Infrastructure Development Corporation Limited, Nirman Bhawan,Nigam Vihar, Shimla-171002,Himachal Pradesh.</p> <p>Mr. Mahesh Rana</p>

	<p>Superintending Engineer, HPSRTP Himachal Pradesh Road and Infrastructure Development Corporation Limited, Nirman Bhawan, Nigam Vihar, Shimla-171002, Himachal Pradesh.</p> <p>Facsimile: 0177-2620663 Tel: 0177-2627602.</p> <p>E-mail : pdsrp-hp@nic.in <b>For the Consultant:</b> <i>[name, title]</i> _____</p>
<b>11.1</b>	<p><b>The effectiveness conditions are the following:</b></p> <p>The Contract shall come into effect after receipt of advance payment Bank Guarantee from the consultant.</p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be One Month.</b></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be 15 Days.</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be 42 months or such other period as the parties may agree in writing.</b></p> <p><b>(The PMC services will be carried out over the entire project preparation (6 months), implementation period (24 months) plus one additional one (1) year)</b></p>



<p><b>23.1</b></p>	<p>The following limitation of the Consultant's Liability towards the Client/Employer can be subject to the Contract's negotiations:</p> <p><b>“Limitation of the Consultant's Liability towards the Client/Employer:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds [- one] times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 40px;"><b>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”</b></p>
<p><b>24.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>a. Professional liability insurance, with a minimum coverage of</b> Equal to the <i>amount of the Contract</i>. Professional liability insurance may be accepted for initially one year which shall be extended annually till completion of project.</p> <p><b>b.</b> Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicle Act 1988 and its subsequent amendments from time to time.</p> <p><b>c. Third Party liability insurance, with a minimum coverage of</b></p>

	<p><b>Rs1,000,000/-</b></p> <p>employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>d. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	<i>Nil</i>
<b>27.2</b>	<b>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</b>
<b>30 Replacement of key experts</b>	<p>e. It would be preferred that the Team Leader Cum Senior Tunnel Expert, Tunnel Design Engineer and Geologist shall continue during complete project period.</p> <p>f. Replacement of other Key professionals/ Non – Key Professional/office staff are permitted once during complete project period without any reduction in remuneration subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> <p>g. However any further Replacement of any Key professionals/ Non – Key Professional/office staff shall be permitted subject to reduction of remuneration equal to 2 % (two per cent) of the total remuneration specified for the Key professionals/ Non – Key Professional/office staff who is proposed to be replaced subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. In case of emergency such as death, serious medical ground the replacement of team leader and other key personnels are permitted without any reduction in remuneration subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The maximum age limit of replaced key personnel shall be 65 years as on the date of submission of proposal for such replacement.</p>
<b>32. Removal of Experts or Sub- consultants</b>	Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4

	<p>“Key Experts, Non-Key Experts or Sub consultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Employer’s/Client’s written request.”</p>
<b>35.1 (a) through (e)</b>	<p><i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
<b>35.1(f)</b>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>
<b>41.2</b>	<p><b>The ceiling in foreign currency or currencies is:</b> _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency] [indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: “be paid” or “reimbursed”]</i> <b>by the Client</b> <i>[insert as appropriate: “for” or “to”]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
<b>42.3</b>	<p><b>Price adjustment on the remuneration “applies”</b></p> <p>Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(2) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [ 0.1 + 0.9 \frac{I_f}{I_{fo}} ] \}$ <p>where  R<sub>f</sub> is the adjusted remuneration;  R<sub>fo</sub> is the remuneration payable on the basis of the remuneration rates</p>

**(Appendix C)** in foreign currency;

If is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

Ifo is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to If and Ifo in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]

4. Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every 12 months and, for the first time, with effect for the remuneration earned in the 13th the calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \{ \text{or} \quad R_t = R_{t_0} \times [ 0.1 + 0.9 \frac{I_t}{I_{t_0}} ] \}$$

where

R<sub>t</sub> is the adjusted remuneration;

R<sub>t<sub>0</sub></sub> is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I<sub>t</sub> is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and

I<sub>t<sub>0</sub></sub> is the official index for salaries in the Client’s country for the month of the date of the Contract.

**The official index for salaries corresponding to I<sub>t</sub> and I<sub>t<sub>0</sub></sub> in the adjustment formula for remuneration paid in local currency.**

**Official Consumer Price Index for salaries maintained by Central Statistical Office, India for Urban (General).**

5. Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X<sub>0</sub>/X. X<sub>0</sub> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.

43.1 and 43.2	<p><b>The Employer warrants that</b></p> <p><b>“the Employer/Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</b></p> <p><b>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</b></p> <ul style="list-style-type: none"> <li><b>(a) any payments whatsoever made to the Consultant, sub consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</b></li> <li><b>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</b></li> <li><b>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</b></li> <li><b>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</b> <ul style="list-style-type: none"> <li><b>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</b></li> <li><b>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question</b></li> </ul> </li> </ul>
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	was brought into the Client's country.
<b>44.1</b>	<b>The currency [currencies] of payment shall be the following:</b> <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>
<b>45.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment 10 % in local currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 9 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<b>45.1(e)</b>	<p><b>The accounts are:</b></p> <p>For foreign currency: <i>[insert account]</i>. For local currency: <i>[insert account]</i>.</p>
<b>46.1</b>	<b>Deleted.</b>
<b>49.</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>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 (3) arbitrators, in accordance with the following provisions:</p> <p>(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 <i>President Indian Roads Congress, New Delhi</i> for a list of not fewer than five (5) 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, <i>President Indian Roads Congress, New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint</p>

	<p>one (1) 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 latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Secretary, Indian Council Arbitration, New Delhi</i> .</p> <p>1. If, in a dispute subject to paragraph (b) above, 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 <i>Secretary, Indian Council Arbitration, New Delhi</i> 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.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, 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.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>

	(d) the country of nationality of the Sub-consultants concerned, Where the dispute involves a subcontract.
	5. <u>Miscellaneous</u> . In any arbitration proceeding hereunder:  a. Proceedings shall, unless otherwise agreed by the Parties, be held in a neutral venue or as mutually agreed at the time of negotiation of contract. <i>However, for Indian Consultant, the venue of arbitration shall be New Delhi/Shimla;</i>  b. the <i>English</i> language shall be the official language for all purposes; and  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.



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.*

*Insert the text based on Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

## **APPENDIX B - KEY EXPERTS**

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

## **APPENDIX C– REMUNERATION COST ESTIMATES**

Deleted

## **APPENDIX D—REIMBURSABLE EXPENSES COST ESTIMATES**

Deleted



## **APPENDIX E -FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

## Bank Guarantee for Advance Payment/Performance Security

**Guarantor:** \_\_\_\_\_ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [insert Name and Address of Client]

**Date:** \_\_\_\_\_ [insert date] \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [insert number] \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ [insert date] \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] () [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

of *[month]* \_\_\_\_\_, *[year]* \_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

**APPENDIX F - CODE OF CONDUCT (ESHS)**  
*[Note to Client: to be included for supervision of civil works contracts]*

