

# Uttarakhand Landslide Mitigation and Management Center (ULMMC)

Government of Uttarakhand

6<sup>th</sup> Floor, USDMA Building, IT Park, Sahastradhara Road, Dehradun – 248013

E-mail id – uklmmc@gmail.com



Govt. of Uttarakhand

Letter No. 546 / 30 / ULMMC / 2023

Dated 14 February, 2025

सेवा में,

सम्पादक,  
हिन्दुस्तान / इंडियन एक्सप्रेस,  
देहरादून।

विषय:— उत्तराखण्ड भूस्खलन न्यूनीकरण एवं प्रबंधन केन्द्र, देहरादून के निविदा प्रकाशन के संबंध में।

महोदय,

कृपया आपको इस पत्र के साथ निविदा सूचना इस आशय के साथ संलग्न कर प्रेषित की जा रही है कि निविदा सूचना का प्रकाशन वृहद प्रचार एवं प्रसार हेतु समस्त राष्ट्रीय संस्करण में साईज 8X10 से.मी. (B/W) दिनांक 16 फरवरी, 2025 को DAVP (Directorate of Advertising and Visual Publicity) दरों पर प्रकाशित कराते हुए प्रकाशित की गयी विज्ञप्ति की प्रति बिल के साथ विभाग को भुगतान हेतु उपलब्ध कराने का कष्ट करें।

भवदीय

*Walmu*  
14/2/25  
(डॉ० शान्तनु सरकार)  
निदेशक

# Uttarakhand Landslide Mitigation and Management Center (ULMMC)

Under Department of Disaster Management & Rehabilitation (Government of Uttarakhand)

6<sup>th</sup> Floor, USDMA Building, IT Park, Sahastradhara Road, Dehradun – 248013, Uttarakhand

Email id: ulmmc.ddn@gmail.com



## NOTICE FOR REQUEST FOR BIDS

REFERENCE No. <sup>546</sup>/30/ Services /ULMMC/2024

DATE: 14.02.2025

Uttarakhand Landslide Mitigation & management Center (ULMMC) intends to engage Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand. Hence Bids are invited for the following Packages and the bid documents of which, can be downloaded from the website <https://uktenders.gov.in/>. A complete set of bidding documents in English may be downloaded by interested eligible bidders from the website <https://uktenders.gov.in/>, which will be available from 18/ February/2025 to 18/March/2025. Bids must be submitted online on the website <https://uktenders.gov.in/> on or before 03:00 PM, 18/March/2025. Bids will be opened on 18/March/2025 at 3:30 PM.

S. No.	Package No.	Name of Package
1	04/Services/ULMMC/2023	Hiring of Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand

Note:-1. The corrigendum for the above packages will be uploaded on website <https://uktenders.gov.in/>.

2. Email id [ulmmc.ddn@gmail.com](mailto:ulmmc.ddn@gmail.com) may be contacted for any information related to the bids.

*Shantanu*  
14/2/25  
Dr. Shantanu Sarkar  
Director ULMMC







# SELECTION OF CONSULTANTS

**Lump Sum contract**

## **Request for Proposals Consulting Services**

### **Procurement of:**

Hiring of Consultancy Firm for Preparation of  
Detailed Project Report on Investigation and  
Mitigation Measures for Slope Stabilization along  
Hill By-pass Road in Mansa Devi Hill, Haridwar,  
Uttarakhand

**RFP No:** 04/SERVICES/ULMMC/2023

**Consulting Services for:** Preparation of Detailed Project Report on  
Investigation and Mitigation Measures for Slope Stabilization along Hill By-  
pass Road in Mansa Devi Hill, Haridwar, Uttarakhand

**Client:** Director General, Uttarakhand Landslide Mitigation & Management  
Center (ULMMC), Dehradun, Uttarakhand

**Country:** *India*

**Issued on:** 18<sup>th</sup> February ,2025



# ***Index***

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract (/Lump-Sum/)

# Request for Proposal Letter

## Consulting Services

**Name of Assignment:** Hiring of Consultancy firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand.

**RFP Reference No.:** 04/SERVICES/ULMMC/2023

**Country:** India

**Date:** 18<sup>th</sup> February 2025

1. Uttarakhand Landslide Mitigation and Management Center (ULMMC), Dehradun. under the administrative control of Disaster Management & Rehabilitation, Govt. of Uttarakhand invites Request for Quotation for Selection of Consultant for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand.
2. The Client now invites online proposals to provide the following consulting services (hereinafter called “Services”)“*Hiring of Consultancy firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand*” More details on the Services are provided in the Terms of Reference (Section 5).
3. It is not permissible to transfer this RFP to any other firm.
4. A firm will be selected under ***Least-Cost Selection (LCS)*** and in a Full Proposal 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 - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract (/Lump-Sum/)

5. The RFP is available online at [www.uktenders.gov.in](http://www.uktenders.gov.in) and/or *ulmmc website* for downloading free of cost. Consultant would be required to register on the website and would be responsible for ensuring that any corrigendum/addendum available on the website is also downloaded and incorporated prior to the submission of proposals. For submission of a proposal online at the web address indicated above, the Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities.



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6. Any Proposal or modifications to Proposal (including discount) received outside e-procurement system will not be considered.
  7. Details on the proposal's submission date, and time are provided in ITC 17.4. The e-procurement system would not allow any late submission of proposals.
  8. All communications including the submission of bid should be addressed to:

**Director General**

Uttarakhand Landslide Mitigation & Management Center (ULMMC)

Plot no. 36, 6th Floor, USDMA Building, IT Park, Dehradun-248001, Uttarakhand

Email: [ulmmc.ddn@gmail.com](mailto:ulmmc.ddn@gmail.com)

9. ULMMC, Dehradun reserves the right to accept or reject in part or as a whole, any of the proposal received without assigning any reason thereof in the public/administrative interest.
10. Work is defined in Table 1.1.

S. No.	Name of the Work	Period of Completion
A	B	E
1.	<b>Request for Proposal for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand.</b>	<b>4 Months</b>

11. Period of availability of tender date & time/ date of submission/opening of online tender are as given in Table 1.2.

S. No.	Procurement Agency	Place of opening	Availability of online tender document		Date & Time of online Bid Opening
A	B	C	D		F
1.	Uttarakhand Landslide Mitigation and Management Center (ULMMC), Dehradun	Plot no. 36, 6th Floor, USDMA Building, IT Park, Dehradun-248001, Uttarakhand	Starting of downloading of RFP Document from 18 <sup>th</sup> February 2025 to 18 <sup>th</sup> March 2025	Bid submission period from 7 <sup>th</sup> March 2025 to 18 <sup>th</sup> March 2025	18 <sup>th</sup> March 2025 03:30 PM

12. The bidder shall submit Tender fee of Rs.10,000.00 plus GST@18% and EMD amount of Rs. 2,00,000.00 in Original in the Office of Uttarakhand Landslide Mitigation and Management Center (ULMMC) before the end of the submission date/time as mentioned in **Bid Data Sheet** (BDS) either by registered post/Speed post or by hand. Only those bids

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will be entertained whose Tender fee is received before submission date as mentioned in **BDS**. ULMMC will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same. The Bidder shall furnish tender fee for the amount as mentioned above in form of Demand Draft and EMD in form of FDR from a Nationalized/Scheduled Bank in favor of “**Additional Director General, ULMMC, Dehradun, Uttarakhand**” payable at Dehradun.

13. The Lowest bidder shall also furnish a **Performance Security (if awarded) of 10%** of the total contract value including GST valid up to 60 days beyond all the performance obligations in the favor of Additional Director General, ULMMC, Dehradun, Uttarakhand in the form of Bank Guarantee/FDR only.
14. **The Consultants shall submit their Proposals electronically on the e-procurement portal on the submission date/time as mentioned in Bid Data Sheet (BDS) and one hard copy of technical proposal to the office of ULMMC within three days after the end of the submission date/time as mentioned in Bid Data Sheet (BDS) either by registered post/Speed post or by hand. ULMMC will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.**
15. **Joint venture (JV)** is not allowed for providing consultancy services in the project.

**Sd/-**  
**Director General**  
**ULMMC, Dehradun**



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## 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 Regulations” means Procurement Regulations of date specified in the **Data Sheet**
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s state/country, as they may be issued and in force from time to time.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “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).
- (g) “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.
- (h) “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 Borrower. It excludes the Borrower’s official public holidays.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.

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- (j) “Government” means the government of the Client’s country.
  - (k) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
  - (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) means the Instructions to 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 Proposal to be prepared by the Client for the selection of consultants through e-procurement system, based on the SPD - RFP.
  - (q) “SPD - RFP” means the Standard Procurement Document -Request for Quotation, which must be used by the Client in e-procurement system, as the basis for the preparation of the RFP.
  - (r) “Services” means the work to be performed by the Consultant pursuant to the Contract.
  - (s) “Terms of Reference (TORs)” (this Section 5 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.

## **2. Introduction**

- 2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposal (RFP), in accordance with the method of selection



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specified in the **Data Sheet**.

- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal 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

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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 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 in a manner acceptable 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 shortlisted 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 ULMMC requires compliance with the GoUK's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures.
- 5.2 Consultants shall permit and shall cause their agents, service providers, suppliers, and their personnel, to permit the Client 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 Client.

**6. Eligibility**

- 6.1 The client permits firms from India to offer consulting

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services

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the center in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC6.1 and ITC 6.2 above:

6.3.1 Government officials and civil servants 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 client.

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1 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.

### **8. Cost of Preparation of Proposal**

8.1 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.

### **9. Language**

9.1 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**.

### **10. Documents Comprising the**

10.1 The Proposal shall comprise the documents and forms



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<b>Proposal</b>	listed in the <b>Data Sheet</b> .
	<p>10.2 If specified in the <b>Data Sheet</b>, 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).</p> <p>10.3 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</p>
<b>11. Only One Proposal</b>	<p>11.1 The Consultant shall submit only one Proposal. This does not, however, preclude 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 <b>Data Sheet</b>.</p>
<b>12. Proposal Validity</b>	<p>12.1 <b>The Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 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.</p> <p>12.3 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.</p>
<b>a. Extension of Validity Period</b>	<p>12.4 The Client will make its best effort to complete the negotiations 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.</p> <p>12.5 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.</p>

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	12.6 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>b. Substitution of Key Experts at Validity Extension</b>	<p>12.7 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.</p> <p>12.8 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</p>
<b>c. Sub-Contracting</b>	12.9 Sub-contracting of service/assignment is not allowed.
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The e-procurement system specified in ITC 17.1 provides for online clarifications. The Consultant may request an online clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all shortlisted 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:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in <b>Data Sheet</b>. The amendment shall be binding on all shortlisted Consultants.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit online a modified Proposal or</p>

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a modification to any part of it at any time prior to the proposal submission deadline in accordance with the procedure described in the **Data Sheet**. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals Specific Considerations**

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 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.

14.1.3 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. Proposal Format and Content**

15.1 The consultant shall submit proposal (Cv's and financial) in only one envelope online.

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

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non-responsive.

15.2 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.

**16. Financial Proposal**

**a. Taxes**

16.1 The Financial Proposal shall be submitted along with Cv's as mentioned in clause 15 as above.

16.2 The Consultant and its Sub-consultants 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**.

**b. Currency of Proposal**

16.3 Indian Currency (INR) only.

**c. Currency of Payment**

16.4 Indian Currency (INR) only.

**C. Submission, Opening and Evaluation**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the required documents online.

17.2 Consultants should be aware that the electronic procurement system does not allow for any modifications, revisions, interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.

17.3 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

17.4 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**.

**18. Confidentiality**

18.1 From the time the Proposals are opened to the time the



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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 shortlisted 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

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 or on any matter related to the selection process, it shall do so only in writing.

## **19. Online Opening of Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the shortlisted Consultants. The short-listed consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously:

- (i) the name and the country of the Consultant, the name of the lead member and the names and the countries of all members;
- (ii) the presence or absence of the folder with the Financial Proposal in the portal; and
- (iii) any other information deemed appropriate or as indicated in the Data Sheet.

## **20. Proposals Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators shall evaluate CV's of the proposals and derive L1 on the basis of lowest price of the proposals.

20.2 The Consultant is not permitted to alter or modify its

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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.

**21. 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/Qualified for further process. 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.

**22. Online Opening of Financial Proposals (for LCS methods)**

22.1 After the technical evaluation is complete, 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 by sending a notification through the means indicated in the Data Sheet, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical criteria/score;
- (ii) provide information relating to the Consultant's overall technical score/responsiveness, as well as scores/qualification 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 if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

22.2 The Client shall simultaneously notify 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 criteria/score;
- (ii) provide information relating to the Consultant's overall technical score/responsiveness, as well as

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scores/qualification 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 if indicated in ITC 23.5 location of the online public opening and invite them for the opening of the Financial Proposals.

22.3 If the ITC 23.5 provides an option of attending in person, 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.

22.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice.

22.5 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 in writing. 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. Copies of the record shall be sent to all Consultants who submitted Proposals.

## **23. Correction of Errors**

23.1 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**

23.1.1 If a Time-Based contract form is included in the RFP, the e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures and there is therefore, no scope of discrepancy and need for the Client's

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evaluation committee to correct any computational or arithmetical errors.

The Client's evaluation committee will 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 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**

23.1.2 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.

**24. Taxes**

24.1 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**.

**25. Least-Cost  
Selection**

25.1 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a consultant to negotiate the Contract.

**D. Negotiations and Award**

**26. Negotiations**

26.1 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.

26.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized



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representative.

**a. Availability of  
Key Experts**

26.3 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.

26.4 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, and meet eligibility requirements.

**b. Technical  
Negotiations**

26.5 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**

26.6 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.

26.7 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.

26.8 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

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FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**27. Conclusion of Negotiations**

27.1 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.

27.2 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. 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.

**28. Notice of Intention to Award**

28.1, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant as per instructions in the **Data Sheet**. 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.

**29. Notification of**

29.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1

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**Award**

or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, 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 therefor; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

29.2 The Contract Award Notice shall be published on the Client's website with free access if available.

**30. Debriefing by the Client**

30.1 On receipt of the Client's Notification of Intention to Award referred to in ITB 31.1, 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.

30.2 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.

30.3 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

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deadline shall not lead to extension of the standstill period.

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

**31. Award of  
Contract**

31.1 The Contract shall be signed promptly upon Notification of Award.

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

**32. Procurement  
Related  
Complaint**

32.1 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)	<b>The date of the Applicable Regulations is: Uttarakhand Procurement regulations – 2017 and its amendments.</b>
1 (c)	<i>India</i>
2.1	<b>Name of the Client:</b> Director General, Uttarakhand Landslide Mitigation & Management Center (ULMMC), Dehradun, Uttarakhand  <b>Method of selection:</b> Least-Cost Selection (LCS) as per Uttarakhand Procurement regulations 2017 and its amendments
2.2	<b>Financial Proposal to be submitted together with Technical Proposal:</b> No  <b>The name of the assignment is:</b> Hiring of Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand.
2.3	<b>A pre-proposal conference will be held:</b> 25 <sup>th</sup> February 2025 02:00 PM
2.4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> <u>None</u>
B. Preparation of Proposals	
9.1	<b>This RFP has been issued in the English language.</b>  <b>Proposals shall be submitted in English language.</b>  <b>All correspondence exchange shall be in English language.</b>
10.1	<b>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in two separate folders:</b>

	<p><b>The Technical Proposal comprising:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal along with copy of Board of resolution for authorization to sign the power of attorney</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</li> <li>(9) TECH-8</li> </ul> <p><b>The Financial Proposal comprising:</b></p> <ul style="list-style-type: none"> <li>(1) BOQ in Excel format</li> <li>(2) FIN-1 In PDF</li> <li>(3) FIN-2 In PDF</li> <li>(4) FIN-3 In PDF</li> <li>(5) FIN-4 In PDF</li> </ul>
<b>10.2</b>	<b>Statement of Undertaking is required: No</b>
<b>11.1</b>	<p><b>Participation of, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</b></p> <p><b>Note:</b> All the CVs of proposed key experts must be originally signed by the proposed expert duly countersigned (originally) by the authorized Representative of the firm. If it is not possible to get original signature of any of the experts on CV then it must be supported with the consent of the proposed expert (Copy of e-mail). The key experts shall be present during the contract negotiation</p>
<b>12.1</b>	<b>Proposals must remain valid for 120 days after the proposal submission deadline.</b>
<b>12.4</b>	Any extension of validity period will be hosted on e-procurement portal. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in <b>Data Sheet 2.3</b> .
<b>13.1</b>	<b>Clarifications may be requested</b> no later than 10 days prior to the

	submission deadline.																													
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.																													
13.1.2	<b>The Client will host extension of submission deadline</b> on the e-procurement portal.																													
13.2	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the ‘Proposal’.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is Not allowed</p>																													
14.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants:</b> Not applicable</p>																													
14.1.2	<p><b><u>Estimated input of Key Experts’</u></b>: 06 person</p> <table><tr><th rowspan="2">S.NO.</th><th>Position</th><th rowspan="2">Person</th></tr><tr><th>Key expert</th></tr><tr><td>1.</td><td>Geotechnical Engineer (k-1)</td><td>1</td></tr><tr><td>2.</td><td>Geological Expert(k-2)</td><td>1</td></tr><tr><td>3.</td><td>Structural Engineer(k-3)</td><td>1</td></tr><tr><td>4.</td><td>Environment Engineer(k-4)</td><td>1</td></tr><tr><td>5.</td><td>Social expert(k-5)</td><td>1</td></tr><tr><td>6.</td><td>Geo-physicist(k-6)</td><td>1</td></tr></table> <p><b><u>Estimated input of Non-Key Experts’</u></b>: 10 person</p> <table><tr><th rowspan="2">S.No.</th><th>Position</th><th rowspan="2">Person</th></tr><tr><th>Non- Key expert</th></tr><tr><td>1.</td><td>Estimator (NK-1)</td><td>1</td></tr></table>	S.NO.	Position	Person	Key expert	1.	Geotechnical Engineer (k-1)	1	2.	Geological Expert(k-2)	1	3.	Structural Engineer(k-3)	1	4.	Environment Engineer(k-4)	1	5.	Social expert(k-5)	1	6.	Geo-physicist(k-6)	1	S.No.	Position	Person	Non- Key expert	1.	Estimator (NK-1)	1
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	<table> <tr> <td>2.</td><td>Senior Draughts person (NK-2.1,NK-2.2)</td><td>2</td></tr> <tr> <td>3.</td><td>Technical Support Staff (3 persons each for 4 months) (NK-3.1,NK-3.2,NK-3.3)</td><td>3</td></tr> <tr> <td>4.</td><td>AUTO CAD expert(NK-4.1,NK-4.2)</td><td>2</td></tr> <tr> <td>5.</td><td>Surveyor (NK-5.1)</td><td>1</td></tr> <tr> <td>6.</td><td>Hydrologist(K-5.2)</td><td>1</td></tr> </table>	2.	Senior Draughts person (NK-2.1,NK-2.2)	2	3.	Technical Support Staff (3 persons each for 4 months) (NK-3.1,NK-3.2,NK-3.3)	3	4.	AUTO CAD expert(NK-4.1,NK-4.2)	2	5.	Surveyor (NK-5.1)	1	6.	Hydrologist(K-5.2)	1	
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6.	Hydrologist(K-5.2)	1															
<b>14.1.3</b> for time-based contracts only	N/A																
<b>15.2</b>	The format of the Technical Proposal to be submitted is: FTP Submission of the Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.																
<b>16.1</b>	Overhead and Administrative Cost as required for timely completion of the deliverables.																
<b>16.2</b>	Information on the Consultant's tax obligations in the Client's country can be found <a href="https://services.gst.gov.in/services/login">https://services.gst.gov.in/services/login</a> The above only are to be shown separately in the financial proposal.																
<b>16.3</b>	<b>The Financial Proposal shall be stated in the following currencies:</b> The Financial Proposal should state all costs in the Client's country currency only (local currency i.e. INR)																
<b>C. Submission, Opening and Evaluation</b>																	
<b>17.1</b>	<b>Electronic –Procurement System</b> The Client shall use the following electronic-procurement system to manage this Selection process: <b><i>www.uktenders.gov.in</i></b> <b>The Consultants shall submit their Proposals electronically on the e-procurement portal.</b> <b>The electronic submission procedures shall be as follows:</b> The Consultants shall submit their Proposals in Two envelopes (i.e. Technical and Financial) electronically and one hard copy to the office of ULMMC within three days after the bid submission end date either by																

	<p>registered post/Speed post or by hand.</p> <p>The bid must be submitted in following formats only (both technical &amp; Financial)</p> <p><b>The Technical Proposal comprising:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal along with Board of resolution of authorization.</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</li> <li>(9) TECH-8</li> </ul> <p><b>The Financial Proposal comprising:</b></p> <ul style="list-style-type: none"> <li>(1) BOQ in Excel format</li> <li>(2) FIN-1 In PDF</li> <li>(3) FIN-2 In PDF</li> <li>(4) FIN-3 In PDF</li> <li>(5) FIN-4 In PDF</li> </ul>
<b>17.4</b>	<p><b>The Proposals must be uploaded on the e-procurement portal no later than:</b></p> <p><b>Date:</b></p> <p><b>Time:</b></p>
<b>17.5</b>	<i>N/A</i>
<b>19.1</b>	<p><b>The procedure for online opening of proposals shall be:</b> <i>proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</i></p> <p><b>Date:</b> <i>18<sup>th</sup> March 2025</i></p> <p><b>Time:</b> <i>03:30 PM</i></p> <p><i>Consultants have an option to attend the opening of the Proposals in person. The opening shall take place at:</i></p>

	<p><b>Plot no. 36, 6th Floor, USDMA Building, IT Park, Dehradun, Dehradun, Uttarakhand</b></p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i></p>														
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><b>Technical Proposal:</b></p> <table><tr><th>S. No</th><th>Evaluation Parameter/Clause</th><th>Valid Documents</th></tr><tr><td>1.</td><td>The bidder must be a company registered in India and in operation for at least 5 years as on bid submission date and should have their registered offices in India. It must be registered with appropriate authorities for all applicable statutory registration and Taxes</td><td>Valid documentary proof of: Certificate of incorporation/ Registration, Certificate of Commencement of business, Certificate consequent to change of name if applicable. Valid documentary proof of: GST. Income Tax registration/ PAN number Income Tax returns for the last three years</td></tr><tr><td>2.</td><td>The bidder's average annual turnover should be at least INR 50 Lakh during last five financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24). The bidder should have positive net worth as on bid submission date.</td><td><i>Submit Audited Accounts as proof of evidence along with Auditors Reports thereon (DIN number to be mentioned in all CA certified documents).</i></td></tr><tr><td>3.</td><td>Firm must have done at least 05 (five) similar work of project cost Rs.50 Lakh or more for conducting Engineering geological investigation/Geophysical investigation/ Geotechnical investigation / slope stability assessment of an area in last 5(five) years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and the same for conducting Engineering geological investigation, Geophysical investigation, Geotechnical investigation &amp; slope stability assessment work must be completed and approved by competent authority in all respects.</td><td>Copies of Work order, certificate for completion of work or Payment certificates duly certified by CA. has to be submitted for proof of experience. Completion certificate should clearly specify the nature of activities done for the work.</td></tr></table>			S. No	Evaluation Parameter/Clause	Valid Documents	1.	The bidder must be a company registered in India and in operation for at least 5 years as on bid submission date and should have their registered offices in India. It must be registered with appropriate authorities for all applicable statutory registration and Taxes	Valid documentary proof of: Certificate of incorporation/ Registration, Certificate of Commencement of business, Certificate consequent to change of name if applicable. Valid documentary proof of: GST. Income Tax registration/ PAN number Income Tax returns for the last three years	2.	The bidder's average annual turnover should be at least INR 50 Lakh during last five financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24). The bidder should have positive net worth as on bid submission date.	<i>Submit Audited Accounts as proof of evidence along with Auditors Reports thereon (DIN number to be mentioned in all CA certified documents).</i>	3.	Firm must have done at least 05 (five) similar work of project cost Rs.50 Lakh or more for conducting Engineering geological investigation/Geophysical investigation/ Geotechnical investigation / slope stability assessment of an area in last 5(five) years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and the same for conducting Engineering geological investigation, Geophysical investigation, Geotechnical investigation & slope stability assessment work must be completed and approved by competent authority in all respects.	Copies of Work order, certificate for completion of work or Payment certificates duly certified by CA. has to be submitted for proof of experience. Completion certificate should clearly specify the nature of activities done for the work.
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	4.	Firm must have done at least 05 (five) DPR preparation work of project cost Rs.50 Lakh or more for conducting Engineering geological investigation, Geophysical investigation, Geotechnical investigation & slope stability assessment of an area in last 5(five) years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and the same for conducting Engineering geological investigation, Geophysical investigation, Geotechnical investigation & slope stability assessment work must be completed and approved by competent authority in all respects.	Copies of Work order, certificate for completion of work or Payment certificates duly certified by CA. has to be submitted for proof of experience. Completion certificate should clearly specify the nature of activities done for the work.
	5.	The firm must submit all the valid documents of the Key Experts proposed in RFP satisfying minimum qualification and experience criteria.	Consultant has to submit CV's of expert duly signed by the person and consultant for their availability during execution of work. All the Key experts mentioned in ITC 14.1.2 should be available with the consultant during the duration of work.
<p><b>Financial Cover:</b> Financial proposal of the firm for executing the assignment as per FIN forms in defined BoQ format.</p> <p>“Consultant satisfies the above technical documents will be qualified for financial evaluation. The bidder among the technically qualified bidders having least bid(L1) will be awarded the work on <b>Least-Cost Selection (LCS)</b>”</p>			
<b>Public Opening of Financial Proposals</b>			
22.1 and 22.2	<p><b>Notifications to the Consultants will be sent as following:</b></p> <p>The client shall upload the information regarding successful consultant on the e-portal and shall also notify the successful bidder through e-mail.</p>		
22.5	<p><b>The procedure for notifying the Consultants on the results of the financial opening shall be as following:</b> Not applicable</p>		
24.1	<p>For the purpose of the evaluation, the Client will exclude: (a) Goods &amp; Service Tax (GST) levied on the contract invoices; and (b) all additional local indirect taxes on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, a Contract negotiation all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and</p>		

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	which taxes are to be withheld and paid by the Client on behalf of the Consultant
25.1	The bidder among the technically qualified bidders having least bid (L1) will be awarded the work on <b>Least-Cost Selection (LCS)</b> ”
	<b>D. Negotiations and Award</b>
26.1	<b>Expected date and address for contract negotiations:</b> <b>Date:</b> 01 <sup>st</sup> July 2025 <b>Address:</b> Plot no. 36, 6th Floor, USDMA Building, IT Park, Dehradun
29.2	<b>The publication of the contract award information will be done as follows:</b> <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>
31.2	<b>Expected date for the commencement of the Services:</b> <b>Date &amp; at:</b> 01 <sup>st</sup> August 2025 & Plot no. 36, 6th Floor, USDMA Building, IT Park, Dehradun



### 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 ✓	FORM	DESCRIPTION	Page Limit
✓	TECH-1	Technical Proposal Submission Form.	
NA	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓	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-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	Equipment's List	
✓	TECH-8	FORMAT FOR CA CERTIFICATE	

**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

### PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To: *[Name and address of Client]*

Dear Sir:

We, the undersigned, offer to provide the consulting services for providing Consultancy services for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand. for the Project in accordance with your Request for Proposals (RFP) dated ..... and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope” We hereby are submitting our Proposal,

{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 client's requirement.
- (e) We, along with any of our sub-consultants, sub-contractors, 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 any government entity. Further, we are not ineligible under the Client's country laws or official regulations.
- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and other relevant laws.
- (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):

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}\_\_\_\_\_

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

### **CONSULTANT'S ORGANIZATION AND EXPERIENCE**

---

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, 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 – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### **B - Consultant's Experience**

---

1. List only previous similar assignments successfully completed in the last [5] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company. 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., INR 1	{e.g., Lead partner in 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., INR 1	{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**

---

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**

---

DO NOT COPY

---

## 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
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{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°	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. Abbbb}	[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															
<b>Subtotal</b>															
<b>Total</b>															

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 
- 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}

---

**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. Hbbbbb, 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>
<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

**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}

---

Name of Expert

Signature

Date

{day/month/year}

---

Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

Date

---

**FORM TECH-7**

**EQUIPMENT'S LIST**

**Details of Resources Sheet - Equipment owned/Leased by the Agency and likely to be used  
in carrying out the Work**

<b>Sr. No.</b>	<b>Name of Equipment's/software's owned by company or to be proposed in the project</b>	<b>Status –Available/ Not Available with proof</b>

---

**FORM TECH-8**  
**FORMAT FOR CA CERTIFICATE**

We hereby certify that average revenue from advisory services to state/ central government / Multilateral Organizations in the last three financial years (2020-21, 2021-22, and 2022-23) is as is specified below.

<b>S.No.</b>	<b>Financial year</b>	<b>Turnover (in Lakhs)</b>
1.		
2.		
3.		
	<b>TOTAL</b>	

**Yours faithfully,**

**For**

.....  
.....

**Chartered  
Accountants**

**Membership    Number**  
**Date-**  
**Place-**

---

## 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.

BOQ      in Excel format

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

FIN-3      Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4      Reimbursable expenses

---

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

---

{Location, Date}

To: [Name and address of Client]

---

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{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):

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} \_\_\_\_\_

## FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i)     {insert type of tax e.g., VAT or sales tax}				
(ii)    {e.g., income tax on non-resident experts}				
(iii)   {insert type of tax}				
<b><u>Total Estimate for Indirect Local Tax:</u></b>				

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

## FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's 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

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	<b>Key Experts</b>							
K-1			[Home]					
			[Field]					
K-2								
—	<b>Non-Key Experts</b>							
N-1			[Home]					
N-2			[Field]					
	<b>Total Costs</b>							

---

## Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

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### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

---

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit's normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

---

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant's Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client's Country									
				_____					
				_____					

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, 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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}						
—	{e.g., International flights}	{Ticket}						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

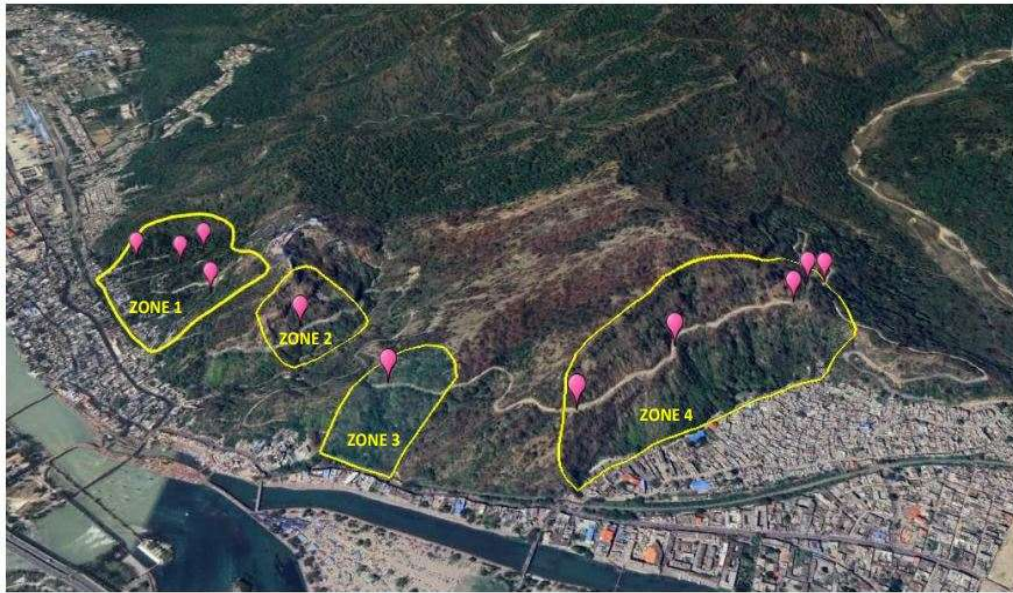
“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling



## Section 5. Terms of Reference

### *1. Background:*

The study area is located in the vicinity of Haridwar township ( $29^{\circ}56'42''$  N and  $78^{\circ}10'30''$  E) in the state of Uttarakhand. Small-scale isolated landslides and rock fall activities have been often reported every year during monsoon on the western hills, also known as Mansa Devi hills and threaten the urban settlements and railway track situated at the base of the hills. The primary causes of the slope instability problems along the Hill bypass road appears to be very weak rocks, highly weathered mudstone, steep slope and poor drainage system for surface runoff water. Complete detailed investigation involving geological, topographical, geophysical and geotechnical survey is needed to arrive at proper effective mitigation measures. Four zones of slope instability have been identified which need to be investigated as shown in figure 1.



**Figure 1. Unstable zones in Mansa Devi Hill.**

**Table 1: Coordinates of Unstable zone along bypass road Mansa Devi Hills.**

<b>S.No</b>	<b>Unstable Zones along Bypass Road Mansa Devi Hills</b>				
		<b>Latitude</b>	<b>Longitude</b>	<b>Area In (Sqmr)</b>	<b>Remarks</b>
1.	Zone-1	29°57'13.96''	78°9'50.76''	147,958	Unstable Zone
		29°57'18.11''	78°9'51.95''		
		29°57'19.58''	78°9'49.90''		
		29°57'22.42''	78°9'58.22''		
2.	Zone-2	29°57'30.35''	78°10'3.07''	37,717	Unstable Zone
3.	Zone-3	29°57'38.02''	78°10'11.32''	47,807	Unstable Zone
4.	Zone-4	29°57'50.90''	78°10'15.32''	178,035	Unstable Zone
		29°57'57.90''	78°10'8.50''		
		29°57'7.30''	78°10'2.50''		
		29°58'8.69''	78°10'0.43''		
		29°58'10.58''	78°9'58.30''		

**Total Study Area=411,517 Sq Mtr 41.15 Hct.**

**2. Objective(s) of the Assignment: -**

- i. Topographic Survey
- ii. Geological Investigation
- iii. Geotechnical Investigation
- iv. Geophysical Investigation
- v. Hydrological Investigation
- vi. Slope Stability Analysis
- vii. Environmental, Ecological & Social impact assessment
- viii. Proposing the mitigation measures required in the affected zone
- ix. Detailed designs, drawings, cost estimates and bidding documents for planning and implementation of the project.
- x. Or any other work found relevant as per direction of DG, ULMCC.

The feasibility studies and Detailed Project Report (DPR) should be prepared based on the guidelines laid down in the Manual of MoRTH, MoEFCC, PWD, NDMA & NIDM & guidelines published by Uttarakhand state in this regard and being relevant to the study.

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**NOTE:** As the area lies in Rajaji Tiger reserve, Uttarakhand. Consultant have to co-ordinate and obtain necessary no objection certificates from the officials of Rajaji Tiger Reserve for carrying out investigation works.

### **3. *Scope of Services, Tasks (Components) and Expected Deliverables***

#### **3.1. Topographic Survey:**

To conduct the Topographical Survey, UAV, Total Station and DGPS/instruments shall be used as required for traversing and leveling to install/fix the BM/TBM/DGPS Pillars as control points on the ground. High precision DGPS instrument shall be used in determining the latitude & longitude of the TBM & DGPS Pillars. The Consultants would be fully responsible for any inaccuracy in surveys.

- i. Technologies which can meet the following accuracy levels shall be adopted. For land based surveys (a) horizontal accuracy of 1 cm or better (b) vertical accuracy of 2 cm or better (c) More than 20 points shall be measured per sq. m. To establish accuracy, a check point survey using DGPS (for horizontal accuracy) and Auto Level (for vertical accuracy) shall be carried out to establish the fundamental horizontal and vertical accuracy.

**The surveyed alignment shall be transferred on to the ground as under:**

- i) Reference Pillar and Bench Mark / Reference pillar of size 15 cm X 15 cm X 45cm shall be casted using RCC of grade M 20 with a nail fixed in the center of the top surface. The reference pillar shall be embedded in concrete up to a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted white. The spacing shall be 250m apart, incase Bench Mark Pillar coincides with Reference Pillar, only one of the two need be provided.
- ii) Establishing Bench marks at site connected to GTS Bench marks at an interval of 250 meter on Bench mark pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint
- iii) To analyze quality images in respect to Mansa Devi area and provide GIS & AutoCAD mapping of the image.
- iv) Raw Drone data/images along with fly log, on board GNSS/IMU data

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- v) All deliverables must conform to the projection, datum, and coordinate system. File sizes cannot exceed 1 gigabyte, unless otherwise specified by the EIC. Each file must be organized to facilitate data
  - vi) Post Processing Report detailing GNSS data, Drone image processing, ORI generation and DEM generation will be submitted
  - vii) Generation of contour map on 1:500 scale with 1m contour interval.
  - viii) Finally, Longitudinal and geological Cross-Sections will be prepared as per the client require area of interest along with geological inputs,

### **3.2. Geological Investigation:**

- i) Geological mapping at a scale of 1:1000 should be conducted within a buffer zone extending at least 100 meters from the affected area. This comprehensive mapping approach allows for a thorough assessment of the geological and structural characteristics not only within the directly impacted zone but also in the surrounding areas. By extending the mapping boundary, geologists can assess geological trends, potential geological hazards, and structural features that may influence the landslide affected area.
- ii) Assessing the correlation between the instabilities and slope forming materials (i.e., rock type, soil and debris deposits), geomorphology, and land use of the area. The Consultant will have to prepare Engineering Geological map of the study area as indicating all the landslide zones and determine all the engineering geological parameters for slope stability assessment such as, Kinematic analysis, Rock Mass Rating (RMR), Slope Mass Rating (SMR), Geological Strength Index (GSI), and RQD etc. in association with geotechnical investigation.
- iii) The consultant should conduct clay mineral analysis for soil samples if the proportion of clay is greater than 10%. Additionally, clay mineral analysis should be performed for clay beds or mudstone encountered during borehole investigations. This analysis helps in identifying the specific types of clay minerals present, such as montmorillonite, illite, kaolinite, or bentonite, which can provide crucial information about the soil or rock's engineering properties, including its swelling potential, shear strength, and stability characteristics.

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- iv) Any other work found relevant by DG, ULMMC in this regard.

### **3.3. Geotechnical Investigations and Sub-Soil Exploration:**

Detailed geotechnical investigations and collection of data shall be performed by the Consultant's team of engineers. The lab tests for geotechnical investigation will be conducted at NABL accredited lab/Government recognized lab. The Consultant must take prior approval from the employer for any third-party field investigations and availing laboratory facilities, where testing of samples is proposed to be carried out by any entity. All the soil samples for laboratory testing are to be taken in the presence of field staff designated by ULMMC.

The sub-soil i.e., geotechnical investigations shall be performed to know the nature of the soil and rock strata and obtain the necessary engineering properties of the soil/rock of the proposed location area. The geotechnical investigation includes surface and subsurface investigations. Subsurface investigations usually require field tests (SPT, DCPT, SCPT, Vane Shear Tests, and PMT etc.), soil sampling and laboratory tests

#### **The scope of subsurface investigations, in brief, is as below: -**

- i. **Standard Penetration test:** For the purposes of the test, it is imperative to select a minimum of **six** borehole locations along with hill by road or at ridge top if feasible with consultation of ULMMC. Each borehole should be drilled to a minimum depth of 30 meters, although adjustments to this depth may be necessary based on site-specific conditions or 5 meters below if available hard Rock strata continue. During the SPT and undistributed sample (UDS) sampling at least five samples will be collected in each borehole. However, the number may increase, depending upon the site condition after consulting the client. SPT shall have to carry out by the consultant as specified in Indian standard codes of practice. The Consultant shall have to carry out aforesaid geotechnical investigations through NABL accredited lab/Government recognized lab or as decided by the Client at the time of testing.
- ii. **Bore hole with cores:** -For the test, at least **6 nos.** of borehole location should be selected and drilled for minimum depth of 30m or 5 m depth below if encounter of the

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hard/rocky strata continues at the time of investigations or depth depends on the site conditions with 100 mm diameter bore hole in soil and NX size bore hole in hard rock, are proposed to be carried out by the Consultant and any other tests, if required at the time of investigations will also have to be carried out by the Consultant.

- iii. A triple core barrel sampler should be used for the drilling purpose. Samples of drill cores taken as per the instruction of Site In-charge of ULMMC, if strata change, shall be carefully preserved in core boxes. Consultant should properly seal the boreholes for safety purpose and for future use. Each core should be clearly marked with depth and orientation, and properly stored in designated core boxes for preservation.
- iv. However, Client's permission will be mandatory before start/completion of the works in the situation of excess variation in either side. If the above work will not be done by the Consultant, deductions will be made as per Govt. of India rates/State SOR.
- v. At least 5 samples for geotechnical Investigations and Sub Soil Exploration shall be carried out to determine the nature and properties of existing strata, from each borehole sections showing the levels, nature and properties of various sub-surface strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, the proneness of the site to artesian conditions, seismic shocks and other engineering properties of soil, etc. Geotechnical investigation and Sub-Soil Exploration will be done as per IRC 78.
- vi. Boreholes, field tests and laboratory tests should be carried out through the Geotechnical Consultants empaneled by MORT&H/PWD/NDMA to ascertain the properties of underlying soil/rock strata. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
- vii. The size of the bores is predetermined so that undisturbed samples as required for the various types of tests are obtained. The method of taking samples shall be as given in IS: 1892 and IS: 2132. The tests on soil samples shall be conducted as per relevant part of IS: 2720.
- viii. Boreholes must be filled & sealed after geotechnical testing to prevent entry of surface water & structural stability.
- ix. Generally, the following tests as listed in **Table 2** are performed to assess the engineering properties of Soil and Rock.

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**Table 2: Details of Tests to be Performed**

S. No.	Type of test	IS Code
1	Undisturbed Soil sampling	IS: 2720 Part 1
2	Standard Penetration Test	IS: 2131
3	Grain Size Analysis	IS: 2720-Part 4
4	Atterberg's Limit Test	IS: 2720-Part 5
5	Hydrometer Analysis*	IS: 2720-Part 4
6	Moisture Content	IS:2720-Part 2
7	Free Swell Index Soil*	IS:2720-Part 40
8	Swelling Pressure of Soil*	IS:2720-Part 41
9	Bulk and Dry Density **	IS:2720-Part 7 & 8
10	Unconfined compression test **	IS:2720-Part 10; IS 9143;
11	Consolidation Test	IS:2720-15
12	Direct Shear Test **	IS:2720-Part 13 & 39 (Part 1 & Part 2)
13	Permeability Test **	IS:2720-17; IS:5529: Part 1 and Part 2
14	Point Load Index Test	IS: 8764

\*If Percentage of fines is greater than 10 %.

\*\* The test has to be performed for both Rocks and Soil.

- x. For permeability tests, employ Constant Head or Falling Head methods for overburden conditions and the Packer Method (Single/Double) for testing in rock formations, following the guidelines in IS Code (IS:5529: Part 1 and Part 2).
- xi. In instances where the cores obtained during sampling fail to meet the required standards, it becomes necessary to conduct a point load test for evaluation.

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Conversely, if the cores obtained meet the standards, the Unconfined Compressive Strength (UCS) test, as outlined in Table 2, should be executed.

- xii. The soft copy of all the data sheet (Excel) of the performed tests should be provided by concerned testing agency to the concerning Department (ULMMC).
- xiii. The Consultant shall conduct other types of necessary tests on requirement of client based on field condition. Similarly, the frequency of the above tests can be increased if required. The costs of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.
- xiv. Any other work found relevant by DG, ULMMC in this regard.

### **3.4.Geophysical investigation:**

The proposed geophysical survey aims to conduct a comprehensive investigation of subsurface conditions at designated unstable sites situated at Mansa Devi bypass road, Haridwar, Uttarakhand. The primary scientific objectives of the geophysical survey encompass the characterization of subsurface lithological variations, zone of water saturation, depth of bedrock and shear wave velocity profiles to elucidate the geological factors contributing to landslide susceptibility.

#### **Scope of Work:**

- The scope of work encompasses the implementation of an integrated geophysical investigation utilizing advanced techniques, including Electrical Resistivity Tomography (ERT), Induced Polarization (IP), and Multichannel Analysis of Surface Waves (MASW).
- The survey will involve the systematic collection of geophysical data to construct detailed 2D subsurface models, enabling the identification of geological structures and hydrogeological properties influencing landslide dynamics.
- The approximate length of each survey will be **1500m**. The number of survey lines, length of each survey line, arrangement of shots and receivers and location of the survey line will be decided by the client as per the requirements.

#### **Methodology:**

##### **a. ERT Survey:**

- Both Wenner-Schlumberger and Dipole-Dipole multi electrode configuration



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must be implemented at each survey line for capturing subsurface resistivity distribution with high resolution and depth penetration.

- The Electrode configuration can be changed if the required depth of penetration is not achievable with the described configuration.
- The spacing between the electrodes should not be more than 5m.
- Utilize advanced inversion algorithms to reconstruct 2D resistivity models, facilitating the visualization of subsurface geological structures and fluid distribution.

**b. IP Survey:**

- Conduct time-domain IP measurements concurrently with ERT surveys to augment the characterization of subsurface materials.
- Employ cutting-edge multi-channel IP instruments to capture high-resolution chargeability data, providing insights into clay content, pore fluid conductivity, and mineralization.
- The spacing between the electrodes should not be more than 5m.
- Utilize sophisticated processing techniques to extract and analyse chargeability anomalies, aiding in the delineation of geological features associated with landslide susceptibility.

**c. MASW Survey:**

- Utilize advanced seismic sources (sledgehammer) and high-density geophones arrays to acquire surface wave data for shear wave velocity profiling.
- The spacing between the electrodes should not be more than 4m.
- The spacing between the shot should not be more than 4m starting from the 2m offset of the first receiver to 2m offset of last receiver having shots at every 4m. Minimum 3 to 5 stacking at each shot within each survey lines should be performed to enhance the quality of acquired data.
- Optimize survey parameters to capture detailed dispersion characteristics and construct robust shear wave velocity models representative of subsurface geotechnical properties.
- Employ state-of-the-art inversion algorithms to derive accurate subsurface velocity profiles, enabling the identification of potential shear wave velocity

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anomalies indicative of geological structures and hydrogeological conditions. The instrument used in all the survey should be of high accuracy and precision in the measurement of related physical properties. The survey line may require 24 or 48 or more electrodes per survey lines depending upon the depth of investigation. The consultant needs to provide instruments as per the requirement.

**Data Processing, Interpretation & Integration:**

- Implement rigorous QA/QC procedures to ensure the accuracy, reliability, and consistency of geophysical data acquisition, processing, and interpretation.
- Integrate ERT, IP, and MASW datasets with existing geological maps, borehole data, and hydrological information to refine subsurface models.
- Utilize advanced geophysical inversion techniques and Joint inversion approaches to derive comprehensive interpretations of subsurface conditions, including lithological variations, presence of clay bedding, moisture distribution, and shear wave velocity profiles.

**Reporting:**

- Prepare a comprehensive technical report documenting all aspects of the geophysical survey, including methodologies, field procedures, data acquisition parameters, processing steps, data quality test performed, sensitivity analysis and interpreted results.
- Present detailed interpretations of geophysical data, including resistivity models, chargeability distributions, and shear wave velocity profiles, supported by scientific analysis and geological context.
- The agency uses the available Empirical relationships to estimates Geotechnical parameters from Geophysical survey results. The results of the geotechnical parameters should also be presented.
- Landslide model based upon the integrated geophysical survey should be given by agency to the client.
- Preliminary report at different steps of survey like acquisition, processing and interpretation should be presented by the agency to client.

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- The inverted final results from each survey should be presented in the same color scale as well as different color scale so that the variation in the same lithology or geological indicator can be traced.

#### **Data Sharing**

- All the acquired data during the three survey have to be provided in the pen drive by the agency to the client.
- The data will include all the raw data, processed data and final result after inversion. The data of the final result after inversion must be provided in .xlsx format or the format described by the client.
- One text file providing all the information about the steps involved in data processing and Inversion, the way the data is stored is to be presented by the agency to client.

#### **3.5.Hydrological Investigations:**

- i. The hydrological studies shall be carried out in accordance with IRC guidelines and other published by national agency.
- ii. The consultant should map the surface drainages, water seepage, ground water and water springs.
- iii. The consultant shall also collect information on rainfall, maximum depth of water seepage at affected zones.
- iv. The Consultants shall make a desk study of available data on topography (topographic maps, stereoscopic aerial photography), storm duration, rainfall statistics, top soil characteristics, vegetation cover etc. so as to assess the catchment areas and hydrologic parameters for all existing and proposed drainage provisions. The findings of the desk study would be further supplemented and augmented by a reconnaissance along the area. All hydrological features shall be noted during this field reconnaissance.
- v. The Consultants shall collect any other necessary information related to site.

#### **3.6.Slope stability analysis and Design of Mitigation Measures:**

Stability analysis of soil and rock slopes should be carried out as follows: -

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- i. Analyzing slope with configuration of soil/rock strata including basic geology (e.g., strike, dips and discontinuities)
  - ii. Analyzing slope under different loading conditions (i.e., dry and saturated with and without seismic loading).
  - iii. Analyze the stability of rock/soil slopes to assess the type of failure (i.e. circular, planar, wedge and toppling) that is likely to occur in the slope.
  - iv. Determining Strength Reduction Factor (SRF), shear stress distribution under different condition along various slope sections.
  - v. Demarcating the high-risk locations/zones in the study area based on the stability analysis to define potential engineering solutions.
  - vi. Determining the requirements for engineering structures based on determined rock soil engineering properties and then proposing best possible control measures along with design methodology. The design methodology should include design criteria/detailed design calculations in support of each engineering structure. The proposed design of Slope Stabilization Works should be in accordance to the standard codes of practices and specifications.
  - vii. Preparation of DPR for the proposed Slope Stabilization Works by compiling systematically the outcome of all the studies/investigation performed at the site.

**NOTE:** - The soft copy of stability analysis (Original files) should be provided (in the available format of software) to the concerning Department (ULMMC).

### **3.7.Environmental, Ecological & Social impact assessment:**

- i. As previously noted environmental and social assessment is an integral part of the feasibility and design process. The consultant shall ensure that the requirements of the environment and social safeguard should be as per the mandatory/regulatory notifications and RPF are addressed. As noted above an ESIA must be submitted to MoEFCC. The consultant ensures approval of the TOR for the ESIA by MoEFCC/State Forest Department before commencement of preliminary investigation. The ESIA shall be developed during the preliminary design stage and finalized during detailed design. The detailed tasks shall include but not

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necessarily be limited to the following:

- ii. Conduct, a comprehensive Environment and Social Screening of the project activities to determine key risks, potential impacts/issues and scoping for Environment and Social studies/ instruments.
- iii. Carry out categorization of the subproject based on EIA notification 2006 and conduct Social Environmental Assessment including such as related to cultural properties, natural habitats, etc.
- iv. Conduct Environmental and Social Assessment to assess the environmental and social risks and impacts of the project.
- v. Prepare a sub-project specific environmental and social screening report.
- vi. Preparation of Debris Management Plan and Traffic Management Plan.
- vii. The consultant shall predict damages to the Environment and attempt to mitigate or minimize the damages by choosing appropriate site, cross-section, type of structures etc. and suggest appropriate measures in the design for protection of Environment as well its surrounding.
- viii. Identify the environmental risks and impacts listed in the Environmental Health & Safety guidelines of the Uttarakhand state government.
- ix. Identify any risk to material threat to the protection, conservation, maintenance and restoration of natural habitats and biodiversity.
- x. Conduct baseline studies for environmental and social monitoring
- xi. The consultant will prepare the proposal and obtain any regulatory clearance such as environment/ Forest if required.
- xii. Proposing the area for relocation of households in affected areas if required as per site conditions.
- xiii. Environment Monitoring of Air, Water and Noise.
- xiv. Environment Management Plan (EMP) training.

**3.8.Preparation of Design of the mitigation measures required at affected zone.**

**3.9.Detailed designs, GFC drawings, Cost estimates and Bidding documents for planning and implementation. The drawings prepared by the consultant should be vetted from any IIT (Indian Institute of Technology) at its own expense.**

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**3.10. Consultant will take clearances from various government agencies for implementing mitigation measures.**

**3.11. Details of utility Services and Other Physical Features:**

The Consultants shall collect details of all important physical features in the area of approximate 2km. These features affecting the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, sewers, gas/oil pipes, crossings, trees, plantations, utility services such as electric, and telephone lines (O/H & U/G) and poles, optical fiber cables (OFC) etc. The survey would cover the entire right-of-way of the road on the adequate allowance for possible shifting of the central lines at some of the intersections locations.

The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

**3.12. Quality Assurance Manual (QAM)**

The Consultants should have Quality Assurance Manual (QAM) for all field studies including topographic surveys, engineering surveys and investigations, design and documentation activities. The quality assurance manual for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, material, geo-technical and sub-soil investigations, investigation and design of Slope Stabilization Works, environment and economic & financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal that shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. As a part of quality assurance relates to Land slide material characterization activity both on-site and off-site laboratory activities should be

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incorporated as per the IS such as IS code for soil testing and IS code for Rock testing or any other relevant standard specified. The Draft QAM Document must be discussed and finalized with the concerned ULMMC officers immediately upon the award of the Contract and submitted as part of the inception report.

It is imperative that the QAM is approved by Client before the Consultant starts the field work. Hence the works carried out by the Consultant before the date of approval of QAM shall not be considered by the Client.

### **3.13. Material Investigations**

- i. The consultant will have to prepare DPR on the basis of material availability transportability at affected areas, and machinery equipment before the design.
- ii. The Consultants shall identify sources (including use of fly-ash/ slag), quarry sites and borrow areas, undertake field and laboratory testing of the materials to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno-economic principles. The Consultants shall prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities. Technical and economic feasibility of using industrial byproducts, recyclable and waste materials shall be assessed depending on their availability in the concerned region.
- iii. It is to be ensured that no material shall be used from the right-of-way except by way of leveling the ground as required from the construction point of view or for landscaping and planting of trees etc. or from the cutting of existing ground for obtaining the required formation levels.
- iv. Environmental restrictions, if any, and feasibility of availability of these sites to prospective civil works contractors, should be duly taken into account while selecting new quarry locations.
- v. The Consultants shall make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.
- vi. The Material Investigation aspect shall include preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates,

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sand filler etc.) as identified during Material Investigation to conform to latest MORTH/Indian standards specification.

#### **3.14. Estimation of Quantities and Project Costs:**

- i. The Consultants shall prepare detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise) for Mansa Devi Hill affected zone, including the cost of environmental and social safeguards proposed based on latest available SOR of Uttarakhand PWD and the unit rate analysis process of MoRTH's Standard Data Book. The items for which rates are not given in or item is not covered in SOR of UK PWD, market rate shall be considered for the inputs (At least 3 Quotation). The estimation of quantities shall be based on detailed design of various components of the projects. The estimation of quantities and costs would have to be worked out separately for civil work Package as defined in this TOR.
- ii. The Consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.
- iii. The project cost estimates so prepared are to be checked against rates for similar on-going works in India.
- iv. The cost estimates should recognize the needs of construction in mountainous' and frost susceptible areas with unstable embankments and side slopes.
- v. The Consultants shall compute price contingences and interest and other charges during construction, taxes; and duties, and clearly indicate them as separate line items in the estimate. All the activities of cost estimate stipulated above should be properly linked with Analysis of Rates.
- vi. Prepare indicative procurement packages, as per directions of the Client.

#### **3.15. Drainage System**

- i. The requirement of drainage system and the integration of the same with proposed



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cross-drainage system shall be worked out for the entire length of the approach affected zone.

- ii. Consultant will propose the required drainage system, if required at Mansa Devi Hill, Haridwar.
- iii. Any other related work as deemed relevant by DG, ULMMC.

### **3.16. Technical feasibility report should contain:**

It should include reviewing the available data, collecting, reviewing and analysis of field data to be used in the study and conducting analysis to decide upon the technical feasibility of the affected site.

In this study the following points related to, its catchment area and all the considered affected sites should be studied:

- i. Topography
- ii. Nature and structure of the surface soil
- iii. Nature and structure of local as well as regional geology
- iv. Other information as needed like increased threats from assessed future climate changes within the design life of Slope Stabilization work need to be accounted for during feasibility studies and DPR stage. It is generally considered that the principle future climate threats are likely to comprise:
  - v. More intense rainfall periods.
  - vi. Landslides/areas in nearby hilly terrain affecting Mansa Devi Haridwar area zone.
  - vii. Increased severe climate events (Tropical Storms).
- viii. Soil and material investigations.
- ix. Geological surveys and investigations.
- x. To find out financial viability & project cost of project for implementation and suggest the preferred mode on which the project is to be taken up.
- xi. While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports.
- xii. The Consultants have to carry out detailed designs and prepare working

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drawings/maps for the following:

- I. Prepare Engineering Geological maps, including all the contents related to slope instability and Landslide zone map as per the Guide lines of MORTH, NDMA etc.
- II. Contour maps using Total Station/Drone survey to prepare the map of the site indicating the slope classification and landslide problems posed by the present topography.
- III. The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section if required.
- IV. The designed drainage system should show locations of turnouts/outfall points with details of outfall structures fitting into natural contours.
- xiii. Undertake field visit to carry out social screening to assess social risks, scope the requirements for ESIA and assess the cost of mitigation risk.
- xiv. Carry out social benefits that will arise from slope stabilization.
- xv. Social cost benefit to be included in the overall financial feasibility.

### 3.17. Detailed Design Report and Bidding Documents

- Initially the Draft DPR Submission shall be done which consists of construction package-wise Main Report, Design Report, Materials Report, Engineering Report, Drainage Design Report, Economic and Financial Analysis Report, Environmental Assessment Report, Environmental Management Plan, Social Assessment Report, Package-wise bid Documents and Drawings.
- The Documents and Drawings shall be submitted for the Package and shall be in the following format:
  - i. **Volume-I, Main Report:** This report will present the project background, social analysis of the project, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, chronic slip zones and its treatment to prevent the slips and also to stabilize the slope, traffic studies and demand forecasts designs, road safety audit and safety measures, cost estimation, environmental aspects and conclusions. The report shall include Executive

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Summary giving brief accounts of the findings of the study and recommendations.

The Report shall also include maps, charts and diagrams showing locations and details of existing features and the essential features of the Proposed Slope Stabilization Work.

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

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

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

- iii. **Volume-III, Materials Report:** The Materials Report shall contain details concerning the proposed for construction materials and their possible sources, water for construction purposes. The report shall include details on locations of borrow areas and quarries shown on maps and charts and also the estimated quantities with mass haul diagram including possible end use with leads involved, the details of sampling and testing carried out and results in the form of important index values with possible end use thereof. The materials Report shall also include details of sampling, testing and test results obtained in respect physical properties of subgrade soils. The information shall be presented in tabular as well as in graphical representations and schematic diagrams. The Report shall present soil profiles

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along the alignment.

- iv. **Volume - IV, Environmental Assessment Report** including Environmental and Social Management Plan (ESMP), labor influx management plan. The Report shall be prepared conforming to the Guidelines of the Government of India & State Government as appropriate for each project/ construction package.
- v. **Volume - V Social Assessment Report (SA):** The Report shall be prepared conforming to the Guidelines of the Government of India & State Government as appropriate for each project/ construction package.
- vi. **Volume - VI, Technical Specifications:** The MORTH's/PWD any Indian technical standard guidelines Specifications for works, the items for which rates are not given in or item is not covered in SOR of UK PWD, market rate shall be considered for the inputs (At least 3 quotation).
- vii. **Volume - VII, Rate Analysis:** This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rates will be included in this volume.
- viii. **Volume - VIII, Cost Estimates:** This volume will present the contract package wise cost of each item of work as well as a summary of total cost.
- ix. **Volume - IX, Bill of Quantities:** This volume shall contain the package-wise detailed Bill of Quantities for all items of works.
- x. **Volume - X, Drawing Volume:** All drawings forming part of this volume shall be 'good for construction' drawings. All plan and profile drawings will be prepared in scale 1:250V and 1:2500H for plain and hilly terrains and in scale 1: 100V and 1: 1000H for hilly terrain scale to cover one km in one sheet. In addition to this volume will contain 'good for construction' drawings for the following:
  - a. Detailed Working Drawings for individual Slope Stabilization Work.
  - b. Horizontal Alignment and Longitudinal Profile.
  - c. Cross-sections @ 50m interval in plain & rolling terrain and @20 m interval in hilly terrain along the alignment within ROW. Additional cross-sections at the sharp curve/ hairpin bend locations shall be also provided.
  - d. Drawings for Protection/Road Sign, markings and other Facilities.

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- e. Schematic Diagrams (linear chart) indicating but be not limited to be following:
    - Locations by passes if required;
    - Safety features; and,
    - Locations of any features as required as per ToR.
  - f. All drawings will be prepared in A2 size sheets. The format for plan, cross-section and profile drawings shall be finalized in consultation with the concerned ULMMC/ UK PWD officers. The drawings shall also include details of all BM and reference pillars, the co-ordinates of all points should be referenced to a common datum, preferably a compatible referencing system.
  - g. The drawings shall also include the locations of all safety features including traffic signals, signs, markings, crash barriers delineators etc.
  - h. The drawings shall also include all the utilities that might be affected during construction

The Design consultant will prepare a comprehensive final completion report of the consultancy contract package after completion of the work.

### **Final Detailed Project Report, Documents and Drawings (5 Sets)**

The Final package-wise DPR consisting of Main Report, Design Report, Drainage Design Report and Materials Report, incorporating all revisions deemed relevant following receipt of the comments from ULMMCs on the Draft DPR shall be submitted.

The DPR has to be approved (Technically Sanctioned) by PWD or competent government authority at state or center level as required.

### **Co-ordination with UK PWD & other departments**

The DPR Consultant shall extend all possible support like providing data, documents, site visits, participate in discussions & meetings in Dehradun and co-ordinate the process of successful due diligence studies by the UK PWD & other departments if required.

- i. The ULMMC/UK PWD officials and other Government officers may visit the site at any time, individually or collectively to acquaint/supervise the field

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investigation and survey works. The Client may also appoint a Proof Consultant (i.e. Project Coordination/ Management Consultant) to supervise the work of the DPR consultant, reviewing design drawings, various IRC compliances in the detail design, drawings, including inter-alia field investigations, survey work, Design work and preconstruction activities.

- ii. Frequent meetings with the consultant at site office or in Dehradun are foreseen during the currency of project preparation.
- iii. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

### 3.18. Data

- The Pen Drive/CDs/DVDs containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to the client at the time of the submission of the Final Report. The data can be classified as follows:

- i. ***Geological/Engineering Investigations:*** *Material Investigation including test results for Clay mineralogy, Geotechnical Investigations, Sub-soil Exploration, Drainage Inventory, Inventory data for landslide indicating construction requirement etc. in MS EXCEL or any other format which could be imported to widely used utility packages.*
- ii. ***Topographic Surveys and Drawings:*** *All topographic data/deliverables as stipulated in the ToR/ Contract would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard highway design software. The drawing files would be submitted in dxf or dwg format.*
- iii. ***Rate Analysis:*** *The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.*
- iv. ***Economic and Financial Analysis***
- v. ***Any other agencies etc. as found relevant to DG, ULMMC.***

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### 3.19. Software

- i. The Consultant shall also hand-over to the Client, Pen Drive/CDs/DVDs etc. containing any general software including the financial model which has been specifically developed for the project.
- ii. The Pen Drive/CDs/DVDs etc. should be properly indexed and a catalogue giving contents of all Pen Drive/CDs/DVDs and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to the client at the time of submission of the final Report
- iii. IPR (Intellectual Property Rights) remains with ULMCC.

### 3.20. Detailed Design Report

- **Design Calculations:** The Consultant shall furnish the following information along with his submittals for review. The information shall be furnished at the appropriate place in each calculation, as applicable:
  - Content list, Input data and, source of information.
  - Scope (Description of the contents and purpose of the submission)
  - Design criteria to satisfy statutory requirements.
  - Formulae used and references for the same
  - Design assumptions made. Assumptions based on experience shall be clearly mentioned.
  - All Designs prepared by the consultant would be required to satisfy Indian Codes & standards and guidelines/rules issued by the Government of India & State government of Uttarakhand etc. The Codes and Standards shall be referred with year of publication, revision number and amendment/addenda.
  - Reference Drawings and Documents along with their revision numbers.
  - Qualitative description and comments on final results.
  - Any other relevant information.
  - Conclusions / recommendation.
- **Computerized Analysis and Design:**

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The Following shall be compiled by the consultant in his submittals for review:

- i. Consultant shall use accredited / validated software and the same shall be indicated.
- ii. Details of figures of modeling and analysis, wherever applicable.
- iii. All information as called for in clause of design calculations.
- iv. Consultant shall submit printout and softcopies of all pages as appeared in output of the computer Program without disturbing the output as generated by the program.

Comments of the Client shall be delivered to the consultant's representative at Dehradun by hand or by email. The consultant will submit the comments in duplicate hard copies and soft copies to the to the DG, ULMMC or officer nominated by him and will also be required to give a presentation on the same as & when required. A weekly progress report shall be discussed with the to the DG, ULMMC or officer nominated by him for further improvement in the future activity schedule.

All drawings to be prepared by the consultant would be on Auto CAD or the latest software. Design criteria, structural & geotechnical analysis, and detailed design calculations should be in MS word and PDF. Minimum 6 (Six) sets of all documents/design and drawings would be submitted by consultant in hard and its soft copy should be submitted in CD (software File).

In order to perform the above activities efficiently, the consultant is required to establish a well-equipped office at his own cost having sufficient number of professional experts at Dehradun or Haridwar (Uttarakhand) for carrying out various design/design review activities and assist the Client in approval of different reports/ design documents and drawings during the contract period and conduct regular meeting with Client. Consultant is also required to place suitably various key professionals and support staff to carry out required activities during contract period.

### 3.21. **Progress Review**



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For effective co-ordination and expeditious inflow and outflow of the drawings, representatives of the Client (Uttarakhand Landslide Mitigation & Management center) and the Consultant shall meet once in a month. Besides regular meetings at Dehradun (Uttarakhand), the meetings may be held at site, as per requirement. Discussion shall not be limited only to the Design and drawings but also on the engineering of the project viz. quality of the works, construction methodology and implementation.

Consultant has to open an office in Dehradun for timely progress review of project.

**3.22. The Bid Documents for EPC mode & Item rate mode or as instructed by DG, ULMMC shall be submitted, for the identified packages as per approval by the employer. The documents shall contain the following:**

- i. Volume-I shall contain Instructions to Bidders, Appendix to Bid, General and Particular Conditions of Contract based on Standard Procurement Document (SPD), various Forms etc.*
- ii. Volume-II shall contain Technical Specifications based on MORTH's, PWD & state government Technical Specifications for protection work;*
- iii. Volume-III shall contain Bill of Quantities*
- iv. Volume-IV shall contain Drawings*
- v. Volume -V Site Plan*

These bid documents are to be prepared by the Consultant in consultation with the Employer.

The Consultant shall do the following:

- Contract packages will be procured under arrangements acceptable to the state government of Uttarakhand. Detailed design will be used to prepare the bidding documents. The appropriate Standard Bidding Documents shall be used based on the estimated maximum budget.
- Submit completed draft bidding documents to ULMMC for review. Bidding documents reviewed and accepted by ULMMC shall be presented by them to the other state department for their further review and No-Objection. After receipt of

comments etc. from ULMMC including observations made by the other state government, the consultant will prepare the final versions of the documents in the required number of copies and provide soft copies of all documents, suitably documented.

**Note:** Any other activity that is deemed necessary for the project design, execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the DPR and the decision of ULMMC shall be final in this regard.

**4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)**

S. No.	Key Position	No. of Persons	Qualification and Total Experience	Relevant Experience
1	<b>Geotechnical Engineer</b> (on Full time basis during DPR preparation)	1	<b>Minimum Essential Qualification:</b> Post-Graduate in Geotechnical Engineering.  <b>Minimum Total Experience:</b> 10 years	<b>Minimum 7 years</b> of experience in preparation of Detailed Design and Engineering of Landslide mitigation measure project. Leading at least 2 Landslide mitigation measure projects as Team Leader for 4 years.
2.	<b>Geological Expert</b> (During DPR preparation and as per the requirement of the Client)	1	<b>Minimum Essential Qualification:</b> Post Graduate degree in Geology/Applied Geology/Engineering Geology  <b>Minimum Total</b>	<b>Minimum 5 years</b> of experience in conducting & preparation of Geological investigation reports.

			<b>Experience:7 years</b>	
3	<b>Structural Engineer</b> (During DPR preparation and as per the requirement of the Client)	1	<b>Minimum Essential Qualification:</b> Post-Graduate degree in Structural Engineering <b>Minimum Total Experience: 7 years</b>	<b>Minimum 5 years</b> of experience of designing structures required for mitigation measures
4	<b>Environment Expert</b> (During DPR preparation and as per the requirement of the Client)	1	<b>Minimum Essential Qualification:</b> Post-Graduate in Environment Engineering/Environment science <b>Minimum Total Experience: 7 years</b>	<b>Minimum 5 years</b> of experience in preparation of Environment impact assessment reports, environment management plan.
5	<b>Social expert</b> (During DPR preparation and as per the requirement of the Client)	1	<b>Minimum Essential Qualification:</b> Post-Graduate in social sciences/Masters in social work <b>Minimum Total Experience: 7 years</b>	<b>Minimum 5 years</b> of experience in preparation of social screening reports and Resettlement Action Plan (RAP) in the area of Design and construction related Projects.
6	<b>Geophysicist</b> (During DPR preparation and as per the requirement of the Client)	1	<b>Minimum Essential Qualification:</b> M.Sc./M.Sc Tech/M.Tech in Geophysics <b>Minimum Total Experience: 7 years</b>	<b>Minimum 5 years</b> of experience in conducting & preparation of Geophysical investigation reports.

The consultant may in addition, procure the services of AutoCAD expert, MEP expert etc., while preparation of DPR in addition to the manpower mentioned above as per the requirement of ULMMC for preparation of DPR.

**Note: The consultant shall deploy all the key experts as proposed in the proposal. During the contract execution, the consultant shall not replace any key experts. In case of death, serious illness or any other condition acceptable to the client to replace any key expert, the consultant shall:**

- 1. Submit a written request for approval to replace the expert with valid justification to the client.**
- 2. Upon approval from the client, the consultant shall propose a CV of new expert having equal or better qualification & experience then the expert proposed in the proposal.**
- 3. In case the justification provided by the consultant is not acceptable to the client, the new replacement having equal or higher qualification & Experience than the one proposed in the proposal for that particular expert.**

**5. Reporting Requirements and Time Schedule for Deliverables**

<b>Sr. No.</b>	<b>Activities</b>	<b>Cumulative Time Schedule from the date of award of work</b>	<b>Mode of submission</b>
1	Submission and Approval of Feasibility Report	0.5 Months	5 sets in physical copies and 2 CDs/DVDs etc.
2	Submission and Approval of Draft Detailed Project Report (DDPR)	2 Months	5 sets in physical copies and 2 CDs/DVDs etc.
3	Submission and Approval of Final Detailed Project Report (FDPR)	3 Months	5 sets in physical copies and 2 CDs/DVDs etc.
4	Technical approval & Technical sanction from PWD or Concerned department	4 Months	5 sets in physical copies and 2 CDs/DVDs etc.
	<b>Total Duration</b>	<b>4 Months</b>	

**5.1.PAYMENT SCHEDULE:**

<b>Sr. No.</b>	<b>Activities</b>	<b>Payment Schedule Breakup (in % of the contract value)</b>
1	Approval of Feasibility Report.	20%
2	Approval of Draft DPR.	30%
3	Approval of Final DPR.	30%
4	Technical approval & Technical sanction from PWD or Concerned department	20%
	<b>Total</b>	<b>100%</b>

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6. **Indemnity:** The consultant shall indemnify cost of all the government losses in any form incurred due to the act of the consultant. There shall be no bar for validity for indemnity.
7. **Deficiency of services:** *-In case of deficiency in the services on part of consultant, the consultant will correct the deficiency immediately and shall replace the responsible expert with equal or better qualified expert. The Sample deficiencies shall include but not limited to the following:*
- (i) Shortfall of required key expert/non key experts.
  - (ii) Not keeping proper records of sampling/testing of Geotechnical Investigation reports, Geophysical investigation reports and other reports mentioned in TOR.
  - (v) Failure to submit the requisite reports & design on time to the Client/Employer.
  - (viii) Refusing to give reasons for decisions when called for by the client
  - (xi) Lack of proper coordination with Assistant Engineer, ULMMC, Dehradun, representative to ensure smooth implementation of projects
  - (xii) Permitting subletting of any part/major works without authorization.
  - (xiv) Not being fully conversant with manuals, specifications, standards, Ministry's guidelines and requirement of the project.
  - (xv) Failure to maintain the deployment of the required staff (maximum one month).
  - (xvi) Any other obligation as mentioned in TOR.
  - (xiv) Any other issue as deem relevant & suitable to DG, ULMMC.

**Note:-**If consultant does not fulfill any condition mentioned in “*Deficiency of services*”. Contract may be terminated immediately by DG, ULMMC



**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Lump-Sum

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## **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 etc.
2. The General Conditions of Contract, including Attachment 1, can be modified in the administrative/public/ work interest as per direction of Director General ULMMC. 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.



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# CONTRACT FOR CONSULTANT'S SERVICES

## Lump-Sum

**Project Name** \_\_\_\_\_

**Contract No.** \_\_\_\_\_  
**Assignment Title:** \_\_\_\_\_

**between**

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

**and**

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

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



## I. Form of Contract

### LUMP-SUM

(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 “Client”) and, on the other hand, *[name of consultant]* (hereinafter called the “Consultant”).

#### WHEREAS

- (a) the Client has selected the Consultant to provide certain consulting services through bidding as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client 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;

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
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
  - (d) Any other documents as Annexed as approved by Director General, ULMMC in the administrative/public/work interest

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. 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:

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- (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 based on the availability of budget and in the public/administrative/work interest.

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]*

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

For and on behalf of *[Name of Consultant]*

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

## 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:

1. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s State/country, as they may be issued and in force from time to time.
2. “Applicable Regulations” means Procurement Regulations as specified in **Special Conditions of Contract (SCC)**.
3. “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
4. “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
5. “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) if approved by Director General ULMMC in the administrative/public/work Interest)..
6. “Day” means a working day unless indicated otherwise.
7. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
8. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, assigned by the Consultant to perform the Services or any part thereof under the Contract.
9. “Foreign Currency” means any currency other than the currency of the Client’s country.
10. “GCC” means these General Conditions of Contract.
11. “Government” means the government of the Client’s country/ State Govenement.
12. “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

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evaluation of the Consultant's proposal.

13. "Local Currency" means the currency of the Client's country/State.
14. "Non-Key Expert(s)" means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.
15. "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
16. "Procurement Regulations" means Uttarakhand Procurement Guidelines – 2017 as amended time to time.
17. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
18. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
19. "Third Party" means any person or entity other than the Government, the Client, the Consultant.

**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, 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 of GOUK/GoI.

**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.

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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**

10.1 Client requires compliance with the GoUK's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures.

**a. Commissions and Fees**

10.2 The Client requires the Consultant to disclose any commissions, gratuities 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 or withholding of payment or otherwise as decided by Director General ULMMC.

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

**11. Effectiveness of Contract**

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 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 fifteen (15) 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

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any claim against the other Party with respect hereto but Director General, ULMMC reserves the right to terminate the contract immediately in the administrative/public/work interest, without assigning any reason thereof and this shall be legally acceptable and binding to the bidder..

**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. Modifications or Variations**

15.1. 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

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**16. Force Majeure**

**a. Definition**

16.1 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.

16.2 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.

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

**b. No Breach of Contract**

16.4 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



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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**

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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 43 & 44.

**17. Suspension**

17.1 The Client may, by written notice of suspension to the Consultant, suspend part or 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. The decision of Director

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General, ULMMC shall be legally acceptable and binding in this regard.

## **18. Termination**

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

### **a. By the Client**

18.1.1. 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:

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (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
- (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 thirty (30) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract in the administrative/public/work interest;
- (f) If the Consultant fails to confirm availability of Key Experts.

18.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption 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 immediately and the decision of Director General, ULMMC shall be final and legally binding in this regard.

### **b. By the Consultant**

18.1.3. The Consultant may terminate this Contract, by not less than Sixty (60) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs of this Clause.

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- (a)
- (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.
- (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** 18.1.4. Upon termination of this Contract, or upon expiration of this Contract, 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 (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records 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** 18.1.5. Upon termination of this Contract by notice of either Party to the other, 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, , by relevant clauses.
- e. **Payment upon Termination** 18.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination as per committee report formed for this purpose by Director General, ULMCC.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **19. General**

- a. **Standard of Performance** 19.1 . 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

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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.

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

19.3 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**

19.4 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. Conflict of Interest**

20.1. 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.**

20.1.1 The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and, , 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 Experts and agents of either of them, similarly shall not receive any such additional payment.

20.1.2 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 client's 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**

20.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, and any entity affiliated with consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to

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	the Consultant's Services for the preparation or implementation of the project.
<b>c. Prohibition of Conflicting Activities</b>	20.1.4 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.
<b>d. Strict Duty to Disclose Conflicting Activities</b>	20.1.4 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 or the termination of its Contract Director General, ULMCC. The decision of DG ULMCC, shall be final and legally binding in this regard.
<b>21. Confidentiality</b>	21.1 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. Failure to do so, may result in legal action as per Law.
<b>22. Liability of the Consultant</b>	22.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law of the state/central government.
<b>23. Insurance to be taken out by the Consultant</b>	23.1 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.
<b>24. Accounting, Inspection and Auditing</b>	24.1 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 and in such form and detail as will clearly identify relevant time changes and costs.
<b>25. Reporting</b>	25.1 The Consultant shall submit to the Client the reports and

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<b>Obligations</b>	documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix which may be modified by Director General, ULMMC in the administrative/public/work interest
<b>26. Proprietary Rights of the Client in Reports and Records</b>	<p>26.1 , 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.</p> <p>26.2 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 applicable.</p>
<b>27. Equipment, Vehicles and Materials</b>	<p>27.2 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.</p>

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

<b>28. Description of Key Experts</b>	<p>28.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p>
<b>29. Replacement of Key Experts</b>	<p>29.1 Client may ask for replacement of key expert anytime in the administrative/public/work interest. The decision of Director General, ULMMC shall be final and legally binding on consultant.</p> <p>30.2 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, and at the same rate of remuneration.</p>

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**30. Removal of Experts  
or Sub-consultants**

30.130.1 If the Client finds that any of the Experts 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. The decision of Director General, ULMMC shall be final and legally binding on consultant.

30.231.2 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, may request the Consultant to provide a replacement immediately. The decision of Director General, ULMMC shall be final and legally binding on consultant.

30.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client and agreed by Director General ULMMC.

30.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. No payment will be done by client in this regard..

**E. OBLIGATIONS OF THE CLIENT**

**31. Assistance and  
Exemptions**

31.1 , 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.

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(b) 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.

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**32. Access to Project  
Site**

32.1 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

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	Consultant or any sub consultants or the Experts of either of them.
<b>33. Change in the Applicable Law Related to Taxes and Duties</b>	33.1 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 remain same. Additional cost will be borne by consultant itself.
<b>34. Services, Facilities and Property of the Client</b>	34.1 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
<b>35. Counterpart Personnel</b>	35.1 The Client shall nominate one nodal officer to coordinate with the consultant if required.
<b>36. Payment Obligation</b>	36.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>Appendix A</b>

## **F. PAYMENTS TO THE CONSULTANT**

<b>37. Contract Price</b>	<p>37.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in <b>Appendix C</b>.</p> <p>37.2 Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of Reference in <b>Appendix A</b>.</p>
<b>38. Taxes and Duties</b>	<p>38.1 The Consultant, Subconsultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract</p> <p>38.2 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.</p> <p>38.3 All other statutory deductions shall be made by client as per extant rules.</p>
<b>39. Currency of Payment</b>	39.1 Any payment under this Contract shall be made in Indian currency only.
<b>40. Mode of Billing and Payment</b>	<p>40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 37.1</p> <p>40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b>. The payments will be made according to the payment schedule stated in</p>



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the SCC.

40.2.1 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

40.2.2 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client after receipt of the final report by the Client unless the Client, , gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

40.2.3 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

**41. Interest on Delayed Payments**

41.1 No interest on delayed payment will be made.

**G. FAIRNESS AND GOOD FAITH**

**42. Good Faith**

42.1 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**

**43. Amicable Settlement**

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

44.2 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

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receiving the Notice of Dispute will consider it and respond in writing. If that Party fails to respond, or the dispute cannot be amicably settled following the response of that Party, Clause GCC 44.1 . shall apply.

#### **44. Dispute Resolution**

45.1 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 as per relevant arbitration act 1996 etc..**

### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed 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
1.1 (b)	The date of the “Applicable Regulations” is: Uttarakhand Procurement Regulations 2017 as amended time to time.
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>Client : Director General, ULMMC_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted):_____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i>_____</p> <p>For the Consultant: <i>[name, title]</i>_____</p>
11.1	The effectiveness conditions are the following: Signing of Contract by both the parties
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____<i>[insert time period, e.g.: four months]</i>.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 10 days/.</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.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be 4 months</b>
<b>22.1</b>	<b>No additional provisions.</b>
<b>23.1</b>	<p><b>GCC 23.1 is replaced as follow:</b></p> <p>1. Within 21 days of Notification of Award, the consultant shall furnish Performance Security to the client for an amount of 10% of the contract value, valid up to 60 days after the date of completion of all the performance obligations.</p> <p>the Performance Security shall be in the form of a unconditional, untransferable and irrevocable "Bank Guarantee" or "FDR" drawn in favor of the client.</p> <p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the consultant's performance obligations.</p> <p>2. <b>Professional liability insurance, with a minimum coverage of</b> _____ <i>[equal to the contract amount];</i></p> <p>3. 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</p>
<b>26.1</b>	<b>The Consultant shall not use documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</b>
<b>37.1</b>	<b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i>

40.2	<p><b>PAYMENT SCHEDULE: -</b></p> <table><tr><th>Sr. No.</th><th>Activities</th><th>Payment Schedule Breakup (in % of the contract value)</th></tr><tr><td>1</td><td>Approval of Feasibility Report.</td><td>20%</td></tr><tr><td>2</td><td>Approval of Draft DPR.</td><td>30%</td></tr><tr><td>3</td><td>Approval of Final DPR.</td><td>30%</td></tr><tr><td>4</td><td>Technical approval &amp; Technical sanction from PWD or Concerned department</td><td>20%</td></tr><tr><td></td><td><b>Total</b></td><td><b>100%</b></td></tr></table> <p><b>Liquidate Damages:</b> In case of delay in submission and completion of deliverables mentioned in the contract, the following liquidated damages shall be applicable:</p> <ul style="list-style-type: none"><li>0.5% of contract value per week on late submission or late completion of any deliverable mentioned in the contract with maximum up to 10% of the contract value</li></ul>	Sr. No.	Activities	Payment Schedule Breakup (in % of the contract value)	1	Approval of Feasibility Report.	20%	2	Approval of Draft DPR.	30%	3	Approval of Final DPR.	30%	4	Technical approval & Technical sanction from PWD or Concerned department	20%		<b>Total</b>	<b>100%</b>
Sr. No.	Activities	Payment Schedule Breakup (in % of the contract value)																	
1	Approval of Feasibility Report.	20%																	
2	Approval of Draft DPR.	30%																	
3	Approval of Final DPR.	30%																	
4	Technical approval & Technical sanction from PWD or Concerned department	20%																	
	<b>Total</b>	<b>100%</b>																	
40.2.4	<p><b>The accounts are:</b></p> <p>for local currency: <i>[insert account]</i>.</p>																		
44.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"><li>In case of Dispute or difference arising between the Client and a domestic consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended time to time.</li><li></li></ol>																		



## **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 and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

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

.....

### **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.]*

.....

### **APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.*

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Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client.



### Model Form I

#### Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name and Title: \_\_\_\_\_



## APPENDIX D – PERFORMANCE BANK GUARANTEE

### Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Purchaser]*

\_\_\_\_\_ *[address of Purchaser]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier<sup>1</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>2</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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<sup>1</sup>*In the case of a JV, insert the name of the Joint Venture*

<sup>2</sup>*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 45 days following the Completion date of the Contract including any warranty obligations<sup>3</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>3</sup> Completion date as described in GC Clause 18.4

**ADDITIONAL RESPONSE ON CONSULTANTS' PRE-BID (PRE PROPOSAL) QUERIES**

**Project Title:** Hiring of Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand

**RFP No: 04/SERVICES/ULMMC/2023  
NIT No.546/30/ULMMC/2023**

**Reference No.:** 595/ulmmc/30/

**Dated** 17 March 2025

**Table 1.0 Response on Additional Pre Proposal Queries**

S. No.	Firm Name	Reference of Clause	Content of the RFP requiring clarifications	Gist of the Query	Response	Refer to SL No. of Addendum wherever applicable	Remarks
1.	M/s Lion Engineering	Request for Proposal Letter, Point No. 12 RFP Page 4	The bidder shall submit Tender fee of Rs.10,000.00 plus GST@18% and EMD amount of Rs. 2,00,000.00 in Original in the Office of Uttarakhand Landslide Mitigation and Management Center (ULMMC) before the end of the submission date/time as mentioned in Bid Data Sheet (BDS) either by registered post/Speed post or by hand.	Please allow submission of original copy of Tender Fee and EMD amount along with hard copy of Technical Proposal within 3 days after the end of the submission date/time as per clause 14 of RFP Letter. Please consider.	No Change	NIL	As per RFP
2.	M/s Lion Engineering	Request for Proposal Letter, RFP Page 5, Section 2. Instructions to Consultants, E. Data	The Consultants shall submit their Proposals electronically on the e procurement portal on the submission date/time as mentioned in Bid Data Sheet (BDS) and one hard copy of technical proposal to the office of ULMMC within three days after the end of the submission date/time as mentioned in Bid Data Sheet (BDS) either by registered post/Speed post or by hand. ULMMC will not be held responsible for the postal delay,	Both these clauses seem contradictory. We understand that only one hard copy of technical proposal needs to be submitted to the office of ULMMC within three days after the end of the submission date/time.	No Change	NIL	As per RFP

*Signature*

Please confirm.

if any, in the delivery of the document or non-receipt of the same.  
C. Submission, Opening and Evaluation 17.1 Electronic –Procurement System The Client shall use the following electronic-procurement system to manage this Selection process: [www.uktenders.gov.in](http://www.uktenders.gov.in) The Consultants shall submit their Proposals electronically on the e-procurement portal. The electronic submission procedures shall be as follows: The Consultants shall submit their Proposals in Two envelopes (i.e. Technical and Financial) electronically and one hard copy to the office of ULMMC within three days after the bid submission end date either by registered post/Speed post or by hand.

**Estimated input of Key Experts:** 06 person

S. NO	Position	Person
	Key expert	
1.	Geotechnical Engineer (k-1)	1
2.	Geological Expert(k-2)	1
3.	Structural Engineer(k-3)	1
4.	Environment Engineer(k-4)	1
5.	Social expert(k-5)	1
6.	Geo-physicist(k-6)	1

**Estimated input of Non-Key Experts:** 10 person

S. No	Position	Person
	Non-Key expert	
1.	Estimator (NK-1)	1
2.	Senior Draughts person (NK-2.1, NK-2.2)	2

We understand that CVs of Key Experts needs to be submitted at the bidding stage along with Technical Proposal. CVs of Non-Key Experts will be submitted after award of work. Please confirm.

Change accepted

NIL

Please refer Table 2.0-Addendum -1, S.No.1

3

M/s  
Lion  
Engineering  
ring

Section 2.  
Instructions to  
Consultants,  
E. Data  
Sheet,  
Clause  
14.2  
RFP Page  
25-26

*(Signature)*

3.	Technical Support Staff (3 persons each for 4 months) (NK-3.1, NK-3.2, NK-3.3)	3
4.	AUTO CAD expert (NK-4.1, NK-4.2)	2
5.	Surveyor (NK-5.1)	1
6.	Hydrologist (K-5.2)	1

4	M/s Lion Engineer	Section 3. Technical Proposal - Forms, RFP Page 35	Duration	Assignment name & brief description of main deliverables/outputs	Name of Client & Count of Assignments	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment	We understand that we have to provide Approx Contract value in INR only instead is US\$ as e.g. represents value in INR only. Please confirm. Also request to revise column heading as "Approx Contract Value (in INR) / Amount paid to your firm" Please revise.	No Change	NIL	As per RFP, The currency for proposal is INR only.
			{e.g., Jan. 2009 - Apr. 2010}	{e.g., "Improvement quality of.....", designed master plan for rationalization of .....}	{e.g., Ministry of ..... country}	{e.g., NR 1}	{e.g., Lead partner in A&B & C}				

Notation



			{e.g., Jan-May 2008 }	{e.g., "Support to sub-national government .....": drafted secondary level regulations on..... }	{e.g., municipal ipality of..... countr y }	{e.g., INR 1 }	{e.g., sole Consu ltant }				
5	M/s Lion Engineering	Section 2. Instructions to Consultants to E. Data Sheet, Clause 17.4 & 19.1 RFP Page 27	Proposal Due Date: 18.03.2025								
			To prepare a responsive bid, we request the client to extend the bid submission date by at least 2 weeks after response to pre-bid queries are uploaded. Please consider.					Change accepted	NIL	Please refer Table 2.0-Addendum -1, S.No.2	
6	M/s Wapcos	Section 2. Instructions to Consultants to E. Data Sheet, Clause 21.1 RFP Page 28	Firm must have done at least 05 (five) similar work of project cost Rs.50 Lakh or more for conducting Engineering investigation/Geophysical Geotechnical investigation / slope stability assessment of an area in last 5(five) years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and the same for conducting Engineering geological investigation, Geophysical investigation, Geotechnical investigation & slope stability assessment work must be completed and approved by competent authority in all respects.					To have wider representation it is requested to relax the condition of similar work in last five years (5) to last Seven (7) years in clause 21.1 S.no. 3 and S.no.04 of the ITC.	No Change	NIL	NIL

Answer



			Firm must have done at least 05 (five) DPR preparation work of project cost Rs.50 Lakh or more for conducting Engineering geological investigation, Geophysical investigation, Geotechnical investigation & slope stability assessment of an area in last 5(five) years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and the same for conducting Engineering geological investigation, Geotechnical investigation & slope stability assessment work must be completed and approved by competent authority in all respects.				
7	M/s Wapcos	-	-	Marking Scheme for Technical Evaluation of the proposal may be shared to help the bidder prepare a comprehensive proposal.	No Change	NIL	NIL
8	M/s Wapcos	-	-	Estimated cost of the work may also be provided.	No Change	NIL	NIL
9	M/s STC Private Limited	-	Section 1 RFP Letter (Consulting Services)/ Point No. 15	We request you to kindly allow the Joint Venture for providing the consultancy services in the project.	No Change	NIL	NIL
10	M/s STC Private Limited	-	General	Kindly provide for at least three weeks for submission of proposal form the date of issues of minutes of pre-bid meeting.	No Change	NIL	NIL
11	M/s Convolution	Section 2. Instructions to Consultants, E. Data Sheet, Clause 21.1 RFP	Firm must have done at least 05 (five) similar work of project cost Rs.50 Lakh or more for conducting Engineering geological investigation/Geophysical investigation/ Geotechnical investigation / slope stability assessment of an area in last 5(five) years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) and the same for conducting Engineering geological	Consultancy fees subjected to client, hence if the consultant have done the same work in less fees should also be acceptable. Therefore, we request for a small change in these	No Change	NIL	NIL

*Answer*

			<p>investigation, Geophysical investigation, Geotechnical investigation &amp; slope stability assessment work must be completed and approved by competent authority in all respects.</p>	<p>conditions. "Firm must have completed at least 5 similar works for conducting Engineering Geological/Geophysical/Geo technical investigation or slope stability assessment in the last 5 years."</p> <p>1. We request for small modifications: "Firm must have completed at least 5 DPR preparations /Detail Design works for conducting Engineering Geological/Geophysical/Geo technical investigation or slope stability assessment in the last 5 years."</p>			
12	M/s Convolution	1. Page No.82 5.1. PAYMENT SCHEDULE	<p>1. Page No.82 5.1. PAYMENT SCHEDULE: Point No.1 Approval of Feasibility Report. 20%</p> <p>2. Page No.82 5.1. PAYMENT SCHEDULE Point No.4 Technical approval &amp; Technical sanction from PWD or Concerned department 20%</p>	<p>1. We request that 30% payment be made after the Feasibility Report approval, as firms require capital to start the work.</p> <p>2. When DPR finally submitted to approving authority, complete work is done and Man Hour cost also incurred, hence to maintain the cash flow, we request reducing the final payment to 10% to</p>	No Change	NIL	NIL

*Sharma*

cover last-stage tasks.  
"The final payment of 10% will be released after completion of the project, covering last-stage tasks such as pre-bid queries."

for Sharma  
17/3/25

Director General

ULMMG  
(Dr. Shamant Sarkar)  
Director  
Uttarakhand Landslide Mitigation &  
Management Center, Dehradun

S  
12/3/25

11/03/25  
4220

Sharma  
11/3/25

11/3/25

**Table 2.0- Addendum-1**

S. No.	Reference of Clause	As Existing	As Ammended	Reference to Sl. No. of Response (Table 1) Wherever Applicable	rema rks																																																																		
1.	Section 2. Instructions to Consultants, E. Data Sheet, Clause 14.2 RFP Page 25-26	<p><u>Estimated input of Key Experts': 06 person</u></p> <table><thead><tr><th>S.N</th><th>Position</th><th>Pers on</th></tr></thead><tbody><tr><td>1.</td><td>Geotechnical Engineer (k-1)</td><td>1</td></tr><tr><td>2.</td><td>Geological Expert(k-2)</td><td>1</td></tr><tr><td>3.</td><td>Structural Engineer(k-3)</td><td>1</td></tr><tr><td>4.</td><td>Environment Engineer(k-4)</td><td>1</td></tr><tr><td>5.</td><td>Social expert(k-5)</td><td>1</td></tr><tr><td>6.</td><td>Geo-physicist(k-6)</td><td>1</td></tr></tbody></table> <p><u>Estimated input of Non-Key Experts': 10 person</u></p> <table><thead><tr><th>S. N</th><th>Position</th><th>Person</th></tr></thead><tbody><tr><td>1.</td><td>Estimator (NK-1)</td><td>1</td></tr><tr><td>2.</td><td>Senior Draughts person (NK-2.1, NK-2.2)</td><td>2</td></tr><tr><td>3.</td><td>Technical Support Staff (3 persons each for 4 months) (NK-3.1, NK-3.2, NK-3.3)</td><td>3</td></tr></tbody></table>	S.N	Position	Pers on	1.	Geotechnical Engineer (k-1)	1	2.	Geological Expert(k-2)	1	3.	Structural Engineer(k-3)	1	4.	Environment Engineer(k-4)	1	5.	Social expert(k-5)	1	6.	Geo-physicist(k-6)	1	S. N	Position	Person	1.	Estimator (NK-1)	1	2.	Senior Draughts person (NK-2.1, NK-2.2)	2	3.	Technical Support Staff (3 persons each for 4 months) (NK-3.1, NK-3.2, NK-3.3)	3	<p><u>Estimated input of Key Experts': 06 person</u></p> <table><thead><tr><th>S.N</th><th>Position</th><th>Pers on</th></tr></thead><tbody><tr><td>1.</td><td>Geotechnical Engineer (k-1)</td><td>1</td></tr><tr><td>2.</td><td>Geological Expert(k-2)</td><td>1</td></tr><tr><td>3.</td><td>Structural Engineer(k-3)</td><td>1</td></tr><tr><td>4.</td><td>Environment Engineer(k-4)</td><td>1</td></tr><tr><td>5.</td><td>Social expert(k-5)</td><td>1</td></tr><tr><td>6.</td><td>Geo-physicist(k-6)</td><td>1</td></tr></tbody></table> <p><u>Estimated input of Non-Key Experts': 10 person</u></p> <table><thead><tr><th>S. N</th><th>Position -</th><th>Person</th></tr></thead><tbody><tr><td>1.</td><td>Estimator (NK-1)</td><td>1</td></tr><tr><td>2.</td><td>Senior Draughts person (NK-2.1, NK-2.2)</td><td>2</td></tr><tr><td>3.</td><td>Technical Support Staff (3 persons each for 4 months) (NK-3.1, NK-3.2, NK-3.3)</td><td>3</td></tr></tbody></table>	S.N	Position	Pers on	1.	Geotechnical Engineer (k-1)	1	2.	Geological Expert(k-2)	1	3.	Structural Engineer(k-3)	1	4.	Environment Engineer(k-4)	1	5.	Social expert(k-5)	1	6.	Geo-physicist(k-6)	1	S. N	Position -	Person	1.	Estimator (NK-1)	1	2.	Senior Draughts person (NK-2.1, NK-2.2)	2	3.	Technical Support Staff (3 persons each for 4 months) (NK-3.1, NK-3.2, NK-3.3)	3	3	NIL
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*Answer*



4.	AUTO CAD expert(NK-4.1,NK-4.2)	2
5.	Surveyor (NK-5.1)	1
6.	Hydrologist(K-5.2)	1

All the CVs of proposed key experts must be originally signed by the proposed expert duly countersigned (originally) by the authorized Representative of the firm. If it is not possible to get original signature of any of the experts on CV then it must be supported with the consent of the proposed expert (Copy of e-mail). The key experts shall be present during the contract negotiation

4.	AUTO CAD expert(NK-4.1,NK-4.2)	2
5.	Surveyor (NK-5.1)	1
6.	Hydrologist(K-5.2)	1

All the CVs of proposed key experts must be originally signed by the proposed expert duly countersigned (originally) by the authorized Representative of the firm. If it is not possible to get original signature of any of the experts on CV then it must be supported with the consent of the proposed expert (Copy of e-mail). The key experts shall be present during the contract negotiation.  
CVs of Non-Key Experts needs not to be submitted at the bidding stage along with Technical Proposal. CVs of Non-Key Experts will be submitted after award of work.

The Proposal must be uploaded on the e-procurement portal no later than:

Date: 26.03.2025

Time: 3:30 PM

5

NIL

Signature Not Verified

Digitally signed by SHANTANU SARKAR  
Date: 2025.03.17 15:58:11 IST  
Location: Uttarakhand-UT

2.

Section 2.  
Instructions to  
Consultant, E. Data  
Sheet, Clause 17.4 &  
19.1  
RFP Page 27

Proposal Due Date: 18.03.2025

Shantanu  
11/3/25

A  
11/03/25  
ASD

Director General

(Dr. Shantanu Sarkar)

Director

Uttarakhand Landslide Mitigation &  
Management Center, Dehradun

Shantanu  
17/3/25

11/3/25

17/3/25



<b>Organisation Chain :</b>	DG - Uttarakhand Landslide Mitigation and Management Center (ULMMC) Dehradun
<b>Tender ID :</b>	2025_ULMMC_80387_1
<b>Tender Ref No :</b>	04/SERVICES/ULMMC/2023
<b>Tender Title :</b>	Hiring of Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand
<b>Corrigendum Type :</b>	Date

**Corrigendum:1**

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Date Extension	Date Extension	17-Mar-2025 04:04 PM	<a href="#">prebid.pdf</a>	4039.08

**Critical Dates**

<b>Publish Date</b>	18-Feb-2025 09:00 AM	<b>Bid Opening Date</b>	26-Mar-2025 05:00 PM
<b>Document Download/Sale Start Date</b>	18-Feb-2025 10:00 AM	<b>Document Download/Sale End Date</b>	26-Mar-2025 03:30 PM
<b>Clarification Start Date</b>	18-Feb-2025 10:00 AM	<b>Clarification End Date</b>	25-Feb-2025 02:00 PM
<b>Bid Submission Start Date</b>	07-Mar-2025 03:00 PM	<b>Bid Submission End Date</b>	26-Mar-2025 03:30 PM
<b>Pre Bid Meeting Date</b>	25-Feb-2025 02:00 PM		

**Details Before Corrigendum**

**Critical Dates**

<b>Publish Date</b>	18-Feb-2025 09:00 AM	<b>Bid Opening Date</b>	18-Mar-2025 03:30 PM
<b>Document Download/Sale Start Date</b>	18-Feb-2025 10:00 AM	<b>Document Download/Sale End Date</b>	18-Mar-2025 03:00 PM
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<b>Pre Bid Meeting Date</b>	25-Feb-2025 02:00 PM		



**Basic Details**

Organisation Chain	DG - Uttarakhand Landslide Mitigation and Management Center (ULMMC) Dehradun		
Tender Reference Number	04/SERVICES/ULMMC/2023		
Tender ID	2025_ULMMC_80387_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	DD - Demand Draft
	2	FDR - Fixed Deposit Receipt

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Document
2	Finance	.xls	BoQ
		.pdf	Fin Forms

**Tender Fee Details, [Total Fee in ₹ \* - 11,800]**

Tender Fee in ₹	11,800		
Fee Payable To	ADG ULMMC	Fee Payable At	Dehradun
Tender Fee Exemption Allowed	No		

**EMD Fee Details**

EMD Amount in ₹	2,00,000	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	ADG ULMMC	EMD Payable At	Dehradun

[Click to view modification history](#)

**Work /Item(s)**

Title	Hiring of Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand				
Work Description	Hiring of Consultancy Firm for Preparation of Detailed Project Report on Investigation and Mitigation Measures for Slope Stabilization along Hill By-pass Road in Mansa Devi Hill, Haridwar, Uttarakhand				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1,01,74,000	Product Category	Consultancy	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	120
Location	Dehradun	Pincode	248013	Pre Bid Meeting Place	Office of Director General
Pre Bid Meeting Address	Office of Director General, 6th Floor, USDMA Building, IT Park, Dehradun	Pre Bid Meeting Date	25-Feb-2025 02:00 PM	Bid Opening Place	Office of Director General
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

**Critical Dates**


Publish Date	18-Feb-2025 09:00 AM	Bid Opening Date	26-Mar-2025 05:00 PM
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<b>Document Download / Sale Start Date</b>	18-Feb-2025 10:00 AM	<b>Document Download / Sale End Date</b>	26-Mar-2025 03:30 PM
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<b>Bid Submission Start Date</b>	07-Mar-2025 03:00 PM	<b>Bid Submission End Date</b>	26-Mar-2025 03:30 PM
<b>Financial Bid Opening Date</b>	21-May-2025 12:00 PM		

### **Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>		<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	NIT		2288.65
<b>PreBid Meeting Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Document Type</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	tech_prebid_95863.pdf	PreBid Meeting Document	Pre Bid Minutes	4054.63
<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	UpdatedRFPMansaDeviFinal.pdf	Tender Doument	2193.56
	2	BOQ	BOQ_95863.xls	BoQ	395.00

### **Latest Corrigendum List**

<b>S.No</b>	<b>Corrigendum Title</b>	<b>Corrigendum Type</b>	<b>View</b>
1	Date Extension	Date	

### **Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	masterankitsati@gmail.com	Ankit Sati	ANKIT SATI
2.	dpm.sc.juidco@gmail.com	Sarthak Chaudhary	SARTHAK CHAUDHARY
3.	shantanu_cbri@yahoo.co.in	Shantanu Sarkar	SHANTANU SARKAR

### **Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Compartive chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

### **Tender Inviting Authority**

<b>Name</b>	Office of Director General
<b>Address</b>	Office of Director General, 6th Floor, USDMA Building, IT Park, Dehradun

### **Tender Creator Details**

<b>Created By</b>	Shantanu Sarkar
<b>Designation</b>	Director
<b>Created Date</b>	17-Feb-2025 12:41 PM