

Uttarakhand Landslide Mitigation and Management Center (ULMMC)

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

4 Subhash Road, Uttarakhand Secretariat, Dehradun - 248001, Uttarakhand

Email id: ulmmc.ddn@gmail.com



REQUEST FOR PROPOSALS

REFERENCE No. 114/23 /ULMMC/2023

DATE: 01/07/2023

NAME OF CLIENT: Uttarakhand Landslide Mitigation & Management Center

Assignment Title: Hiring of Consultancy Firm for Preparation of Detailed Project Report on Mitigation Measures for Controlling Landslide on Naina Peak (Cheena Peak) Nainital, Uttarakhand

The ULMMC invites eligible firms for the above assignment through Request for Proposal (RFP) method. Details can be obtained from the website www.uktenders.gov.in. Last date for submission of Proposal is 27th July, 2023. Proposals must be submitted online on the website www.uktenders.gov.in. Further details may be obtained from the RFP document.


Dr. Ranjit Kumar Sinha
Director General

Signature Not Verified

Digitally signed by SHANTANU SARKAR
Date: 2023.07.04 11:40:11 IST
Location: Uttarakhand-UT

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

Hiring of Consultancy Firm for Preparation of
Detailed Project Report on Mitigation Measures
for Controlling Landslide on Naina Peak (Cheena
Peak) Nainital, Uttarakhand

RFP No: 01/ULMMC/RFP/2023

Consulting Services for: Preparation of Detailed Project Report on Mitigation Measures for Controlling Landslide on Naina Peak (Cheena Peak) Nainital, Uttarakhand

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

Country: *India*

Issued on: 04.07.2023

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Section 2 - Instructions to Consultants and Data Sheet

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

Section I. Request for Proposal Letter

Consulting Services

Name of Assignment: Hiring of Consultancy Firm for Preparation of Detailed Project Report on Mitigation Measures for Controlling Landslide on Naina Peak (Cheena Peak) Nainital, Uttarakhand

RFP Reference No.: 01/ULMMC/RFP/2023

Country: India

Date:

1. Uttarakhand Landslide Mitigation and Management Center (ULMMC), Dehradun. under the administrative control of Disaster Management & Rehabilitation, Govt. of Uttarakhand invites Request for Proposal for Selection of Consultant for preparation of Detail Project Report on Mitigation measures for controlling Landslide on Naina peak (Cheena peak) in Nainital, 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 Mitigation Measures for Controlling Landslide on Naina Peak (Cheena Peak) Nainital, 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 *QCBS* procedures and in a Full Technical Proposal (FTP) format as described in this RFP.

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - 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 for downloading free of cost. Consultant would be required to register on the website, which is free of cost, and would be responsible for ensuring that any addenda 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,

Uttarakhand Landslide Mitigation & Management center

4th Floor, DDPM tower, Haridwar By-pass road, Ajabpur Khurd, Dehradun-248001, Uttarakhand

Email: 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.
10. Tender Fee of Work is defined in Table 1.1.

S. No.	Name of the Work	Cost of Tender Document	Period of Completion
A	B	C	D
1.	Request for Proposal for Selection of Consultancy Firm for Preparation of Detailed Project Report on Mitigation measures for controlling Landslide on Naina peak (Cheena peak) in Nainital, Uttarakhand	Rs. 5,000/- in form of Demand Draft of any Nationalized or Scheduled Indian Bank in favor of “ Additional Director General, ULMMC, Dehradun, Uttarakhand ” payable at Dehradun .	15 weeks

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	4 th floor, DDPM Tower, Haridwar By-pass road,	Starting of downloading of RFP Document	Bid submission period from 4 th July,2023	28 th July,2023 & 12:00

	Center (ULMMC), Dehradun	Ajabpur khurd Dehradun- 248001, Uttarakhand	from 4 th July,2023	to 27 th July,2023	
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12. Tender fee in original shall be submitted in the Office of Uttarakhand Landslide Mitigation and Management Center (ULMMC) office on all working days between 4th July,2023 to 27th July,2023 either by registered post/Speed post or by hand. Only those bids will be entertained whose Tender fee is received before 27th July,2023(5:00 Pm). ULMMC will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.
13. The Bidder shall furnish Tender fee for the amount as mentioned in column “C” (as shown in table – 1.1). Tender fee shall be in form of Bank Guarantee/FDR drawn on a Nationalized/Scheduled Bank in favor of “Additional Director General, ULMMC, Dehradun, Uttarakhand” payable at Dehradun”.
14. The bidder shall also furnish a performance security (if awarded) of 10% of the contract value valid upto 45 days beyond all the performance obligations in the favor of Additional Director General, ULMMC, Dehradun, Uttarakhand in form of bank Guarantee/FDR only.
15. Joint venture(JV) is not allowed for providing consultancy services in the project.

**Director General
ULMMC, Dehradun**

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 country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) Deleted
- (e) Deleted
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “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).
- (i) “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.
- (j) “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.

- (k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.
- (l) "Government" means the government of the Client's country.
- (m) "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;
- (n) "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.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants with all information needed to prepare their Proposals.
- (p) "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.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of consultants through e-procurement system, based on the SPD - RFP.
- (s) "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client in e-procurement system, as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to

the Client during the whole performance of the Contract.

- (v) “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 Proposals (RFP), in accordance with the method of selection 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 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 Deleted

5.2 Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, 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 services

6.2 Deleted

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 Deleted

b. Prohibitions

6.3.2 Deleted

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) Deleted.

c. Restrictions for State-Owned Enterprises

6.3.3 Deleted

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country 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

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- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower
Debarment**

6.3.5 Deleted

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
Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

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

**11. Only One
Proposal**

11.1 The Consultant shall submit only one Proposal This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and

Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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.

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.

a. Extension of Validity Period

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.

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.

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. Substitution of Key Experts at Validity Extension

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.

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

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

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 **Data Sheet** 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:

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 **Data Sheet**. The amendment shall be binding on all shortlisted Consultants.

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.

13.2 The Consultant may submit online a modified Proposal or 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 Deleted

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 .
	14.1.4	For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet , and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1	The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
	15.1.1	Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
	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	16.1	The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet .
a. Price Adjustment	16.2	For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3	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**.

c. Currency of Proposal 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically through the website and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.

17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.

17.2.1 Deleted

17.3 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.

17.4 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.

- 17.5 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 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 Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical 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**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.
- 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 of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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

**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. 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. Financial
Proposals for
QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23. Online Opening
of Financial
Proposals (for
QCBS, FBS, and
LCS methods)**

23.1 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 score;

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- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

23.2 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 score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening and invite them for the opening of the Financial Proposals.

23.3 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.

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

23.5 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the **Data Sheet**. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.

At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the 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 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

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

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| 25. Taxes | 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet . |
| 26. Conversion to Single Currency | 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet . |
| 27. Combined Quality and Cost Evaluation | |
| a. Quality and Cost-Based Selection (QCBS) | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations. |
| b. Fixed-Budget Selection (FBS) | 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. |
| c. Least-Cost Selection | 27.4 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

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| 28. Negotiations | 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. |
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|---------------------------------------|---|
| a. Availability of Key Experts | <p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate, and meet eligibility requirements.</p> |
| b. Technical Negotiations | <p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> |
| c. Financial Negotiations | <p>28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p> |

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

31. Notice of Intention to Award

31.1 When a Standstill Period applies, 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

**32. Notification
of Award**

- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

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

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

**33. Debriefing by
the Client**

33.1 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.

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

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- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting
- 34. Award of Contract**
- 34.1 The Contract shall be signed promptly upon Notification of Award.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 35. Procurement Related Complaint**
- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: Uttarakhand Procurement regulations – 2017 and its amendments.
1 (c)	<i>India</i>
2.1	Name of the Client: Director General, Uttarakhand Landslide Mitigation & Management Center (ULMMC), Dehradun, Uttarakhand Method of selection: QCBS as per Uttarakhand Procurement regulations 2017 and its amendments
2.2	Financial Proposal to be submitted together with Technical Proposal: No The name of the assignment is: Hiring of Consultancy Firm for Preparation of Detailed Project Report on Mitigation Measures for Controlling Landslide on Naina Peak (Cheena Peak) Nainital, Uttarakhand
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 11 th July, 2023 Time: 15:30 Address: 4 th floor DDPM Tower, Haridwar By-pass Road, Dehradun, Uttarakhand Telephone: 7897788842 E-mail: ulmmc.ddn@gmail.com Contact person/conference coordinator: Sarthak Chaudhary (Assistant Engineer).
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>NA</u>

4.1	<i>Deleted</i>
6.3.1	Deleted
6.3.5	Deleted
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p style="padding-left: 40px;">The Technical Proposal comprising:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 <p>The Financial Proposal comprising:</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
10.2	<p>Statement of Undertaking is required</p> <p>No</p>

11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p> <p>Note: 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>
12.1	<p>Proposals must remain valid for 120 days after the proposal submission deadline.</p>
12.4	<p>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 Data Sheet 2.3.</p>
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p>
13.1.1	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p>
13.1.2	<p>The Client will host extension of submission deadline on the e-procurement portal.</p>
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>

	(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
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No
14.1.2	Estimated input of Key Experts' time-input: 4 person for 5 Weeks.
14.1.3 for time-based contracts only	<i>Deleted</i>
14.1.4 and 27.2 use for Fixed Budget method	Deleted
15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	Overhead and Administrative Cost as required for timely completion of the deliverables.
16.2	A price adjustment provision applies to remuneration rates: No

16.3	Information on the Consultant's tax obligations in the Client's country can be found https://services.gst.gov.in/services/login The above only are to be shown separately in the financial proposal.
16.4	The Financial Proposal shall be stated in the following currencies: The Financial Proposal should state all costs in the Client's country currency only (local currency i.e. INR)
C. Submission, Opening and Evaluation	
17.1	<p>Electronic – Procurement System</p> <p>The Client shall use the following electronic-procurement system to manage this Selection process:</p> <p><i>www.uktenders.gov.in</i></p> <p>The Consultants shall submit their Proposals electronically on the e-procurement portal.</p> <p>The electronic submission procedures shall be as follows:</p> <p>The Consultants shall submit their Proposals in two envelopes (i.e. Technical and Financial) electronically.</p> <p>Only the tender fee shall be submitted physically at the office of the DG-ULMMC, 4th Floor, DDPM Tower, Haridwar Bypass Road, Dehradun.</p> <p>The bid must be submitted in PDF format only (both technical & Financial)</p> <p style="padding-left: 40px;">In the financial cover the following forms shall be submitted in PDF format,</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
17.4	<p>The Proposals must be uploaded on the e-procurement portal no later than:</p> <p>Date:</p> <p>Time:</p>
17.5	<i>Deleted</i>

19.1	<p>The procedure for online opening of technical proposals shall be: <i>Technical 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>Date:</p> <p>Time:</p> <p>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</p> <p>4th floor, DDPM tower, Haridwar By-pass road, Ajabpur khurd, Dehradun, Uttarakhand</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>																						
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals NA</p>																						
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment</td><td style="text-align: right;">[10]</td></tr> <tr> <td colspan="2">* Previous similar assignments successfully completed in last 5 Years (<i>Mitigation measures for treatment of landslide area</i>): 2 points for each assignment [Max. 10]</td></tr> <tr> <td>(ii) Financial Capabilities as per form Tech -2 CA certificate for turnover:</td><td style="text-align: right;">[10]</td></tr> <tr> <td colspan="2">* Average annual turnover in last 3 financial years viz. 20120-21, 2021-22 & 2022-23:</td></tr> <tr> <td><INR 1.00 Cr.</td><td style="text-align: right;">[0]</td></tr> <tr> <td>1.00Cr. – 05 Cr.</td><td style="text-align: right;">[2]</td></tr> <tr> <td>5.00Cr. – 10 Cr.</td><td style="text-align: right;">[5]</td></tr> <tr> <td>>10.00 Cr.</td><td style="text-align: right;">[10]</td></tr> <tr> <td>iii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td><td style="text-align: right;">[20]</td></tr> <tr> <td colspan="2">(iv) Key Experts' qualifications and competence for the Assignment:</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment	[10]	* Previous similar assignments successfully completed in last 5 Years (<i>Mitigation measures for treatment of landslide area</i>): 2 points for each assignment [Max. 10]		(ii) Financial Capabilities as per form Tech -2 CA certificate for turnover:	[10]	* Average annual turnover in last 3 financial years viz. 20120-21, 2021-22 & 2022-23:		<INR 1.00 Cr.	[0]	1.00Cr. – 05 Cr.	[2]	5.00Cr. – 10 Cr.	[5]	>10.00 Cr.	[10]	iii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[20]	(iv) Key Experts' qualifications and competence for the Assignment:	
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	<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: Team Leader [12]</p> <p>b) Position K-2: Geological Expert [06]</p> <p>c) Position K-3: Geotechnical Engineer [06]</p> <p>d) Position K-4: Hydrologist [06]</p> <p>e) Position K-5: Structural Engineer [06]</p> <p>f) Position K-6: Environment Engineer [06]</p> <p>g) Position K-7: Social expert [06]</p> <p>h) Position K-8: Surveyor [06]</p> <p>i) Position K-9: Geo-physicist [06]</p> <p style="text-align: right;">Total points for criterion (iii): [60]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20 %</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : 70%</p> <p>3) : Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10 %</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the four criteria: 100</p> <p>The minimum technical score (St) required to pass is:75</p> <p>Note: The consultant not fulfilling the criteria (i) & (ii) (Specific Experience & Turnover) shall be deemed non-responsive and no further evaluation of that firm shall be done.</p>
	<p>Public Opening of Financial Proposals</p>

<p>23.1 and 23.2</p>	<p>Notifications to the Consultants will be sent as following: The Client shall notify the Consultants online through e-procurement portal.</p> <p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p><i>The opening shall take place at:</i></p> <p>Street Address: DDPM Tower Floor, room number: 4th Floor, Ajabpur khurd City: Dehradun Country: INDIA Date: 28/July/2023 Time: 12:00</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>
<p>23.5</p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact [Sarthak chaudhary (7897788842)] and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p> <p>The online opening procedure shall be as following:</p> <p>Financial proposals will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated in BDS 23.2</p> <p>The procedure for notifying the Consultants on the results of the financial opening shall be as following: same as in ITB 23.2</p> <p>An option of presence in person is provided at the place, date and time as specified in BDS 23.2</p>

25.1	For the purpose of the evaluation, the Client will exclude: (a) Goods & 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, at Contract negotiations 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 which taxes are to be withheld and paid by the Client on behalf of the Consultant
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is Indian Rupee (INR).</p> <p>The official source of the selling (exchange) rate is: Reserve Bank of India (RBI) The date of the exchange rate is: The last date for submission of Proposal</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%, and</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 14/August/2023</p> <p>Address: 4th DDPM Tower, Haridwar By-pass Road, Ajabpur khurd</p>
30.1	<i>No Standstill Period applies to this selection process.</i>

Standstill Period	
31.1	Procedure for notifying all Consultants whose financial Proposals were opened, the Intention to Award the Contract to the successful Consultant will be as follows: The Client shall notify the Consultants online through e-procurement portal.
32.2	The publication of the contract award information will be done as follows: <i>www.uktenders.gov.in</i>
34.2	Expected date for the commencement of the Services: Date: 20 th August,2023 at: 4 th Floor, DDPM Tower, Haridwar by-pass, Ajabpur khurd.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		Power of Attorney	No pre-set format/form.	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* 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, which includes this Technical Proposal only in a sealed envelope.”].*

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}_____

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.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{ 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

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing }
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks. Please do not repeat/copy the TORs in here. }
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (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
KEY EXPERTS															
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															
										Subtotal					
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
										Subtotal					
										Total					

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)

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

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.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[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:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

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

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

Certification:

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

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

Signature

Date

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, 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 Sirs:

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>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(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}				
<u>Total Estimate for Indirect Local Tax:</u>				

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}
_____	Key Experts _____							
K-1	_____	_____	[Home]	_____	_____	_____	_____	
	_____	_____	[Field]	_____				_____
K-2	_____	_____	_____	_____				
_____	_____	_____	_____	_____				_____
_____	_____	_____	_____	_____				
_____	_____	_____	_____	_____				_____
_____	_____	_____	_____	_____				
_____	Non-Key Experts _____							
N-1	_____	_____	[Home]	_____				_____
N-2	_____	_____	[Field]	_____				_____
_____	_____	_____	_____	_____				_____
_____	_____	_____	_____	_____				_____
Total Costs					_____	_____	_____	_____

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

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:

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

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 is 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 ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
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:

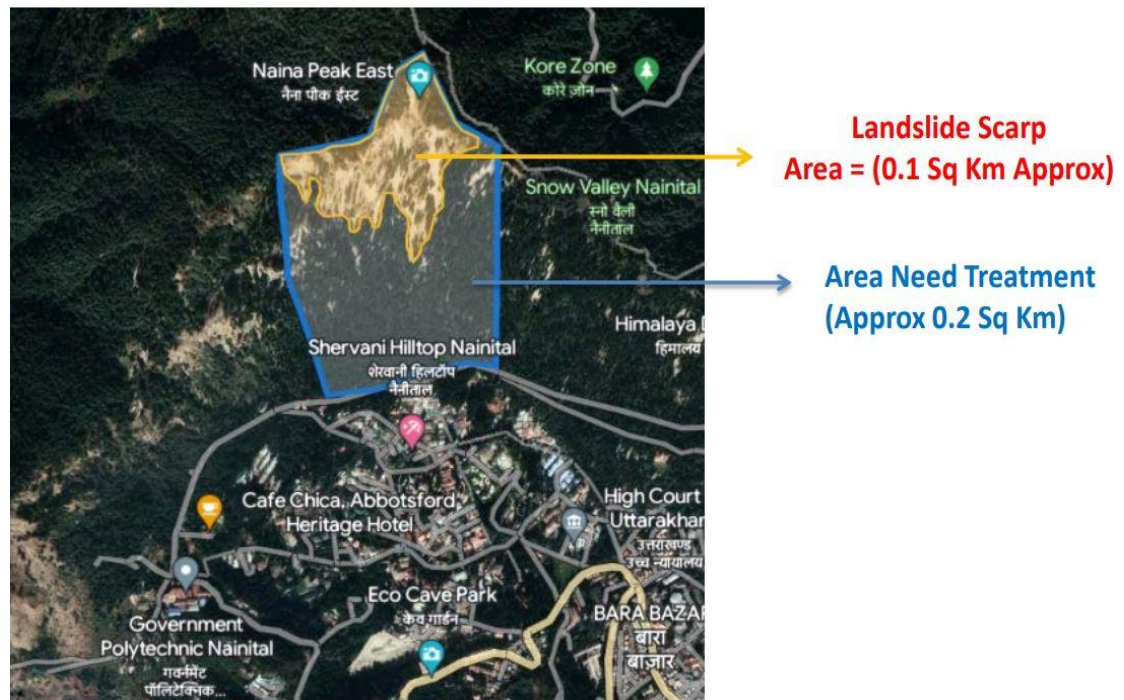
“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

Section 5. Terms of Reference

1. Background:

The study area Naina peak is situated in Nainital township of Kumaon Himalaya located at an altitude of approximately 2050 m above mean sea level. It is bounded between the latitude N29°29'40" and N29°30'20" and longitude E79°30'45" and E79°31'20". The topography of the area is strongly controlled by complex tectonic structure and characterized by multiple steep, dissected and nonparallel ridges from all the sides with Nainital lake at the center. Towards the NW of the Nainital lake, the highest peak known as Naina peak is situated where slope instability and rock fall is reported. The Naina Peak hill is located to the N•NW of Nainital lake on NW-SE trending hill. The highest point of Naina Hill is ~2600 m, whereas the base is at ~2000 m.

About the Project



Approximate total area of 0.3 Sq. Km (0.1 sq. km of landslide scarp & 0.2 sq. Km) needs treatment for landslide.

2. Objective(s) of the Assignment :

- i. Detailed Topographic survey of landslide zone.
- ii. Geological Investigation.
- iii. Geotechnical Investigation.
- iv. Geophysical Investigation.

-
- v. Slope Stability Analysis.
 - vi. Environmental, Ecological & Social impact assessment.
 - vii. Proposing the required mitigation measures required at Landslide affected zone.
 - viii. Detailed designs, drawings, cost estimates and bidding documents for planning and implementation of prioritized capital investment plan.
 - ix. Also Propose an early warning system to predict landslide activities in the hill.

The feasibility studies and Detailed Project Report (DPR) should be prepared based on the guidelines laid down in the Manual of MoRTH, CWC, MOWR, MoEFCC, PWD, NDMA & NIDM.

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

3.1. Topographic Surveys:

Total Station and Auto Level/Digital Level instruments shall be used as required for traversing and leveling to install/fix the BM/TBM/GPS Pillars as control points on the ground. High precision DGPS instrument shall be used in determining the latitude & longitude of the TBM & GPS 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) Fundamental horizontal accuracy of 2 cm or better (b) vertical accuracy of 2 cm or better (c) More than 50 points shall be measured per sq. m and for aerial based surveys (a) horizontal accuracy of 5 cm or better (b) vertical accuracy of 5 cm or better (c) More than 10 points shall be measured per sq. m. To establish accuracy, a check point survey using DGPS (for horizontal accuracy) and Auto Level (for vertical accuracy) shall be carried out to establish the fundamental horizontal and vertical accuracy. A minimum of 25 check points, or check points once every 4 km (if the approach road length requires so) should be established, and these should be strictly different from any geo-referencing or control network points.

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 15 with a nail fixed in the centre 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. **Boundary Pillars**- Wherever there is a proposal of realignment of the existing Highway and/or construction of New Bypasses, Consultant shall fix boundary pillars

along the proposed alignment on the extreme boundary on either side of the project Highway at 50 m interval.

- iv. **Longitudinal and Cross-Sections:** Longitudinal and cross sections of landslide slope.

3.2. Geological Investigation:

- i. Assessing the correlation between the instabilities and slope forming materials (i.e., rock type, soil and deposits), topography of the slope, geomorphology, land use and hydrology (including rainfall, seepage, ground water and water springs).
- ii. The Consultant will have to prepare Engineering Geological maps, including all the contents related to slope stability assessment such as Rock Mass rating (RMR), Geological Strength Index (GSI), RQD etc.

3.3. Geo-technical 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 geotechnical i.e. sub-soil investigations shall broadly consist of two stages, preliminary Investigation and Detailed investigation. In general, the investigation procedures and collection of data shall follow the guidelines provided in Indian standard codes.

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 Landslide 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. In contrast, surface exploration can include geologic mapping, and photogrammetric techniques.

The subsurface investigations shall broadly consist of two stages, preliminary Investigation and Detailed investigation.

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

Preliminary Investigation:

The preliminary investigation shall include the study of existing geological information, previous site reports, geological maps etc., and surface geological examination. These will help to locate the most desirable location for detailed sub-surface investigation.

S.No	Details of activities	Description	Outcome
------	-----------------------	-------------	---------

1	Preliminary Investigation	Collection of available secondary data: such as site plan, importance of the site, previous geological/geotechnical studies of nearby areas if done any by GSI, State governments or any other institutions, topographical maps, aerial photographs, satellite images, geological maps, and hydrological information etc.	1. Give overall idea specific to the site which will help in planning and successful execution of further activities
---	---------------------------	---	--

Detailed Investigation:

Based on the data obtained after preliminary investigations, the mitigation measures site, the type of structure for mitigation measures, the location and type of foundations, the detailed investigations, etc., shall be tentatively decided. Thereafter, the scope of the detailed investigation, including the extent of exploration, number and location of boreholes, type of tests, number of tests, etc., shall be decided close liaison with the design engineer and the exploration team, so that adequate data considered necessary for detailed design and execution are obtained. The detailed investigation plan shall be submitted to ULMMC for approval. These may be finalized in consultation with ULMMC.

- i. Determination of borehole locations with the tentative arrangement of mitigation measure as approved by the competent authority in charge of the works the borehole location for collection of sub-soil sample shall be decided. The boring for collection of the sample shall be done at the proposed location of the mitigation measure location. One boring at each proposed location of mitigation measure shall be done and the engineering properties of the sub-soil at the location shall be worked out.
- ii. The exploration shall cover the entire length of the landslide affected. Generally, the sub-surface investigations should extend to a depth below the anticipated foundation level equal to about one and a half times the width of the foundation. However, where such investigations end in unsuitable or questionable foundation material, the exploration shall be extended to a sufficient depth into firm and stable soils or rock.
- iii. The scope of the detailed investigations shall be fixed as mentioned in (i) and (ii). However, as a general guide, it shall be comprehensive enough to enable the designer to estimate or determine the following: -
 - a) Assessing engineering properties of the soil/rock by conducting all relevant laboratory and field tests on soil and rock samples.
 - b) Location and extent of weak layers and cavities, if any, below hard founding strata

-
- c) The sub-surface geological condition, such as type of rock, the structure of rock, i.e., folds faults, fissures, shears, fractures, joints, dykes, and subsidence due to mining or the presence of cavities
 - d) Groundwater level
 - e) Artesian conditions, if any;
 - f) Depth and extent of water seepage.
 - g) Suitable foundation/Mitigation level.
 - h) Safe bearing capacity of foundation/Mitigation stratum
 - i) Probable settlement.
 - j) Likely sinking or driving effort; and
 - k) Likely construction difficulties.
 - iv. The consultant shall prepare the scheme for the boring locations according to overall length of the Landslide affected zone.
 - v. However, where a study of geo-technical reports and information available from adjacent crossings over the same landslide location indicates that if the subsurface variability is such that boring at the suggested spacing is insufficient to define the conditions for design purposes adequately, the Consultants shall review and finalize the borehole locations in consultation with the ULMNC officers.
 - vi. Geotechnical Investigations and Sub Soil Exploration shall be carried out to determine the nature and properties of existing strata and approaches with trial pits and borehole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, 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.
 - vii. 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.
 - viii. The size of the bores shall be 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.
 - ix. Sample obtained from the boreholes drilled to a depth as mentioned in the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. Generally, the following tests as listed in **Table 2** are performed to assess the engineering properties of soil properties:

Table 2 Details of tests and minimum no. of tests to be performed

S. No.	Type of test	Frequency
1	Undisturbed Soil sampling	At least 1 at every meter in each borehole location
2	Standard Penetration Test	As required but interval not less than 1.5 m
3	Grain Size analysis	At least 1 at every meter in each borehole location
4	Hydrometer analysis	At least 1 at every meter in each borehole location
5	Moisture content	At least 1 at every meter in each borehole location
6	Bulk and dry density	At least 1 at every meter in each borehole location
7	Unconfined compression test	At least 1 at every meter in each borehole location
8	Consolidation test	At least 1 at every meter in each borehole location
9	Direct shear test	At least 1 at every meter in each borehole location

- x. If the field condition requires, the Consultant shall conduct other types of tests. 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.

Detailed field investigation

S. No	Details of activities	Description	Outcome
1	Field observations	Detailed field investigations from the crown to toe of the landslide site and as well in the adjacent area to better understand the site Note down the specific visual observations of the site which are helpful to quantify the actual condition of the site. Type of landslide and triggering factors of landslide occurrence (whether earthquake, heavy rain, land subsidence, geotechnical failure etc.)	1. Actual problem identification i.e., causative and triggering factors
2	Field photographs	Capture the sufficient number of field photographs specific to the site as these photographs are useful in illustrating site conditions or specific features	2. To substantiate the identified problem
3	Topographical survey	Collect as many as elevation points (i.e., GPS points) from the site. The purpose of a topographic survey is to generate the contour map of the site. These contour maps are helpful in drawing cross-sectional profile.	3. Contour map and cross sectional profile

4	Geological investigations	Understand the local geology; identify the soil and rock type, hydrology, and discontinuities. Landslide morphology (i.e., its dimension, scarp area, crown, Toe, accumulation zone etc.)	4. Geological/structural map 5. Geological cross sections 6. Rock type classification 7. Joint details (dip and strike/dip direction), and number of joint sets.
5	Geophysical Investigations (If applicable)	Electrical resistivity, Seismic survey, and Ground Penetrating Radar(GPR) survey etc to understand the subsurface strata	8. Subsurface profile 9. Identification of any anomaly or disturbed zone etc.
6	Geotechnical Investigations	Understand the material type and classify the soil type based on visual observations. Study of different parameters required for RMR and GSI systems to classify the rock mass. Identifying location of Boreholes or trenches to be drilled. Physical observation of the site especially at crown and toe area of the site to record ground truth like tensional cracks at crown and toe erosion etc.	10. Soil type 11. Rock mass classification Rating 12. To substantiate the tensional crack with slip surface obtained from stability analysis

Detailed Site Exploration

S.No	Details of activities	Description	Outcome
1	Bore hole drilling	The purpose of drilling of borehole is for detailed exploration subsurface lithology i.e., soil and rock types up to the over burden soil depth as per IS: 1892 Maintain the log book for each borehole and ensure that the following data maintained properly- Type of drilling, borehole location, depth, and spacing , details of the soils encountered, type of sampling tests adopted, and Presence of water table if met with is recorded	<ul style="list-style-type: none"> Bore log SPT test data SPT sample Un disturbed sample Core box with recovered sample
2	SPT	Conduct the soil Standard Penetration Test (SPT) as per IS 2131	<ul style="list-style-type: none"> SPT test results

		The soil samples are properly labelled and sent to laboratory for evaluation of their physical and engineering properties.	
3	Trenches	Samples need to be collected from the scarp area of the landslide site and these samples to be tested for index properties to confirm the physical properties. If SPT samples are not obtained, samples should be collected carefully from the trenches to classify and characterize the samples	<ul style="list-style-type: none"> Disturbed sample for lab testing
4	Core cutter	Conduct the core cutter method and obtain the core cutter samples from couple of locations	<ul style="list-style-type: none"> Field density and natural moisture content

3.4. Geophysical investigation:

Electrical Resistivity Tomography (ERT) survey is a well-established non-invasive technique for sub-surface investigation. It is a method of measurement of the resistance of sub-surface strata to the flow of electric current in it. It is used to determine the distribution water saturated zones and different sub-surface layers.

3.5.Slope stability analysis:

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

- 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. Studying slope failures are self-generated or imposed.
- v. Determining FOS (Factor of Safety), shear stress distribution along different under different condition along various slope sections.
- vi. Demarcating the high-risk locations/zones in the study area based on the stability analysis to define potential engineering solutions.
- vii. Determining the requirements for engineering structures 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.
- viii. Preparation of DPR for the proposed Slope Stabilization Works by compiling systematically the outcome of all the studies/investigation performed at the site.

3.6. Environmental, Ecological & Social impact assessment:

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 engineering. The ESIA shall be developed during the preliminary design stage and finalized during detailed design. The detailed tasks shall include but not necessarily be limited to the following:

- i. 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.
- ii. 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.
- iii. Conduct Environmental and Social Assessment to assess the environmental and social risks and impacts of the project.
- iv. Prepare a sub-project specific environmental and social screening report.
- v. Preparation of Debris Management Plan and Traffic Management Plan.
- vi. 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.
- vii. Identify the environmental risks and impacts listed in the Environmental Health & Safety guidelines of the Uttarakhand state government.
- viii. Identify any risk to material threat to the protection, conservation, maintenance and restoration of natural habitats and biodiversity.
- ix. Conduct baseline studies for environmental and social monitoring
- x. The consultant will prepare the proposal and obtain any regulatory clearance such as environment/ Forest if required.

3.7. Preparing, Designing the mitigation measures required at Landslide affected zone & instrumentation for monitoring and Early warning.

3.8. 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.

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

3.10. Details of utility Services and Other Physical Features:

The Consultants shall collect details of all important physical features in the area. 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.

3.11. Hydrological Investigations:

- i. The hydrological studies shall be carried out in accordance with IRC guidelines and other published by national agency.
- ii. The consultant shall also collect information on maximum depth of water seepage at landslide affected zones.
- iii. 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.
- iv. The Consultants shall collect any other necessary information related to site.

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 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 Landslide 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.

“Environment friendly materials”

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, 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 Naina peak affected landslide 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

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- 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 cross-drainage system shall be worked out for the entire length of the approach Landslide affected zone.
- ii. Consultant will propose the required drainage system, if required at Naina peak landslide area.

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 Landslide affected site.

In this study the following points related to, its catchment area and all the considered Landslide 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.

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- vi. Increased daily temperatures.
 - vii. Landslides in nearby hilly terrain affecting Naina peak landslide zone.
 - viii. Increased severe climate events (Tropical Storms).
 - ix. Soil and material investigations.
 - x. Geological surveys and investigations.
 - xi. 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.
 - xii. 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.
 - xiii. The Consultants are to carryout detailed designs and prepare working drawings/maps for the following:
 - I. Prepare Engineering Geological maps, including all the contents related to slope vulnerability 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 level of hazards posed by the 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.
 - xiv. Undertake field visit to carry out social screening to assess social risks, scope the requirements for ESIA and assess the cost of mitigation risk.
 - xv. Carry out social benefits that will arise from slope stabilization.
 - xvi. 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 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 along the alignment.
- iv. **Volume - IV, Environmental and Social 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.

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- 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 (Atleast 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.
 - 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.

Get the DPR 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 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 and Software

- 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. **Engineering Investigations:** *Material Investigation including test results for subgrade soils, Geotech 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.

3.19. Software:

- i. The Consultant shall also hand-over to the Client, Pen Drive/CDs/DVDs containing any general software including the financial model which has been specifically developed for the project.
- ii. The Pen Drive/CDs/DVDs 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.

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:**

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 Engineer-in-Charge and will also be required to give a presentation on the same as & when required. A weekly progress report shall be discussed with the Engineer-in-Charge 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 (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

- 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.

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

- 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.*
- Volume-II** shall contain Technical Specifications based on MORTH's, PWD & state government Technical Specifications for landslide protection work;*
- Volume-III** shall contain Bill of Quantities*
- Volume-IV** shall contain Drawings*
- 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 WB's 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 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	Team Leader (on Full time basis during DPR preparation)	1	Minimum Essential Qualification: Post-Graduate in Civil Engineering/Geotechnical Engineering. Minimum Total Experience: 10 years	Minimum 7 years 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	Geological Expert (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification: Post Graduate degree in Geology/Engineering Geology Minimum Total Experience: 7 years	Minimum 5 years of experience in conducting & preparation of Geological investigation reports.
3	Geotechnical Engineer (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification: Post Graduate degree in Geotechnical Engineering Minimum Total Experience: 7 years	Minimum 5 years of experience in conducting & preparation of Geotechnical investigation reports. Leading at least 2 Landslide mitigation measure as Geotechnical Engineer for 4 year.

4	Hydrologist (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification: Post-Graduation in Hydrology & water resources/Hydrology Minimum Total Experience: 7 years	Minimum 5 years of experience in conducting & preparation of hydrological investigation reports.
5	Structural Engineer (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification : Post-Graduate degree in Structural Engineering Minimum Total Experience: 7 years	Minimum 5 years of experience of designing structures required for mitigation measures
6	Environment Engineer (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification: Graduate in Environment Engineer Minimum Total Experience: 7 years	Minimum 5 years of experience in preparation of Environment impact assessment reports.
7	Social expert (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification: Post graduate in social sciences/Masters in social work Minimum Total Experience: 7 years	Minimum 5 years of experience in preparation of social screening reports and Resettlement Action Plan (RAP) in the area of Design and construction related Projects.
8	Surveyor (During DPR preparation and as per the requirement of the Client)	1	Minimum Essential Qualification: Graduate degree in Civil Engineering Minimum Total Experience: 10 years	Minimum 7 years of experience in preparation of conducting survey in landslide affected zones.

9	Geo-physicist (During DPR preparation and as per the requirement of the Client)	1	Qualification: M.Sc./M.Tech in Geophysics or Geoscience Minimum Total Experience: 5 years	Minimum 5 years of experience in conducting & preparation of Geophysical investigation reports.
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5. Reporting Requirements and Time Schedule for Deliverables

Sr. No.	Activities	Time Schedule from the date of award of work
1	Submission and Approval of Feasibility Report	2 weeks
2	Submission and Approval of Draft Detailed Project Report (DDPR)	8 weeks
3	Submission and Approval of Final Detailed Project Report (FDPR)	12 weeks
4	Technical approval & Technical sanction from PWD or Concerned department	15 weeks
	Total Duration	15 weeks

5.1.PAYMENT SCHEDULE:

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%
	Total	100%

6. *Client's Input and Counterpart Personnel*

(a) Services, facilities and property to be made available to the Consultant by the Client:

_____ *[list/specify]*

(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: _____ *[list/specify]*

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

Preface

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

CONTRACT FOR CONSULTANT'S SERVICES

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

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:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

-
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[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:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in **Special Conditions of Contract (SCC)**.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Client’s country.
- (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

Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

- (m) "Local Currency" means the currency of the Client's country.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (p) "Procurement Regulations" means Uttarakhand Procurement Guidelines - 2017.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. Deleted

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 Deleted

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

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 twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the

event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

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

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. 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.

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. 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.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client,

in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

-
- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance**
- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

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

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

21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the 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**

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

**c. Prohibition of
Conflicting
Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
22. Confidentiality	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
23. Liability of the Consultant	<p>23.1 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.</p>
24. Insurance to be taken out by the Consultant	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p>
26. Reporting Obligations	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
27. Proprietary Rights of the Client in Reports and Records	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the</p>

same for purposes unrelated to this Contract without prior written approval of the Client.

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

**28. Equipment,
Vehicles and
Materials**

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of Key
Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key
Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either

individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

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

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

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

36. Counterpart Personnel

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

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such

member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment
Obligation**

37.1 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 **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 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.

**40. Currency of
Payment**

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

**41. Mode of Billing and
Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Deleted

41.2.2 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.

41.2.3 *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 within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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

44. Amicable Settlement

44.1 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 receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled

within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. 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**.

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
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 : _____</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>
8.1	NA
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	Termination of Contract for Failure to Become Effective:

	<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> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 15 weeks</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>No _____</p>

23.1	No additional provisions.														
24.1	<p>GCC 24.1 is replaced as follow:</p> <p>Within 21 days of Notification of Award, the supplier shall furnish Performance Security to the Purchaser 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 “Bank Guarantee” or “FDR” drawn in favor of the Purchaser.</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>														
27.1	[If applicable, insert any exceptions to proprietary rights provision_____]														
27.2	<p>The Consultant shall not use <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>														
32.1 (a) through (e)	Deleted														
32.1(f)	Deleted														
38.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</p>														
39.1 and 39.2	Deleted														
41.2	<table><tr><td>Sr. No.</td><td>Activities</td><td>Payment Schedule Breakup (in % of the contract value)</td></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></table>			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%
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	Total	100%					
41.2.1	<i>Deleted</i>						
41.2.4	The accounts are: for local currency: <i>[insert account]</i> .						
42.1	The interest rate is:						
45.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) 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. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Client and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). For the purposes of this Sub-Clause, the term “Domestic (Indian) Consultant” means a consultant who is registered in India and is a juridical person created under Indian law as well as a joint venture between such a consultant and a Foreign Consultant						

	<p>2. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute. In case of a Contract awarded to foreign consultants, sole arbitrator or the third arbitrator shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, be held at _____, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. [<i>In case of foreign consultant, select a country which is neither the Client's country nor the Consultant's country</i>]</p> <p>(b) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p>

	<p>(c) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(d) The Arbitrator should give final award within..... days of starting of the proceedings <i>[indicate the days (Between 120-180) by which arbitrator should give award]</i>.</p> <p>(e) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of works). of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p>
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Uttarakhand Landslide Mitigation and Management Center (ULMMC)

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

4 Subhash Road, Uttarakhand Secretariat, Dehradun - 248001, Uttarakhand

Email id: ulmmc.ddn@gmail.com



REQUEST FOR PROPOSAL

REFERENCE No. 170/23 /ULMMC/2023

DATE: 20/09/2023


NAME OF CLIENT: Uttarakhand Landslide Mitigation & Management Center

Assignment Title: : Preparation of Detailed Project Report on Mitigation Measures for Controlling Landslide on Naina Peak (Cheena Peak) Nainital, Uttarakhand

NIT No.114/23/ULMMC/2023

Dated:01.07.2023

Request for proposal(RFP) was issued vide reference no.01/ULMMC/RFP/2023, Dated:04.07.2023. Due to discrepancy in RFP clause no.21.1(Section 2. Instructions to Consultants), the bidding process is stand annulled due to unavoidable reasons.


Dr. Ranjit Kumar Sinha
Director General