

# HYDERABAD GROWTH CORRIDOR LIMITED

## REQUEST FOR PROPOSAL

**Name of the Work: -** Consultancy of Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad

**Issued to : -**

*Chief General Manager (Tech),  
Hyderabad Growth Corridor Limited,  
2<sup>nd</sup> Floor, HMDA Complex, Tarnaka, Secunderabad – 500 007,  
A.P., India, Tel: 00-91-40-27002913, Fax: 00-91-40-27003271  
e-mail: cgm\_hgcl@yahoo.co.in*

## REQUEST FOR PROPOSAL (RFP)

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**Consultancy of Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad.**

**LETTER OF INVITATION :**

Date: 07 .01.2010  
Hyderabad

To:  
M/s \_\_\_\_\_

Dear Sir,

Sub: - Consultancy of **Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad.**– Request for Proposal (RFP) - Reg

1. The HYDERABAD GROWTH CORRIDOR LIMITED, Joint venture Company of HUDA and Infrastructure Corporation of Andhra Pradesh is mandated to take up the Outer Ring Road Project. The Outer Ring Road, approximately of 165 Km length, connects Patancheru- Shamshabad- Hayathnagar-Ghatkesar- Medchal- Patancheru providing connectivity to the existing and proposed major growth centers and linking all the State and National Highways.
2. The Outer Ring Road being an access Controlled Expressway, Interchanges, to facilitate traffic movement from ORR to intersecting NH, SH and other major arterials, are being provided.
3. The Government of Andhra Pradesh agreed to collect toll from the vehicles using main Carriageway of ORR. In order to avoid congestion on Main Carriageway near tolling booths and to collect toll based on the distance traveled, closed tolling is being adopted.
4. In this closed tolling system, the vehicles using the ORR will be tolled at exit and entry ramps of the interchanges. Accordingly toll plazas are required to be provided for all the entry and exit ramps of the ORR interchanges.
5. The mode of tolling will be :
  - a). Manual
  - b). Touch and go.
  - c). Electronic Toll Collection (ETC)

6. For design of Toll Plazas and the required Administrative building for ORR, HYDERABAD GROWTH CORRIDOR LIMITED invites proposals from experienced Architectural Consultants.
7. Firms will be qualified based on their experience and selected on Least Cost Based (LCBS) procedure described in this RFP.

You are therefore invited to submit a proposal for the services required for the above project. The Request for Proposal Document (RFP) can be downloaded or obtained from the following:

*Chief General Manager (Tech),  
Hyderabad Growth Corridor Limited,  
2<sup>nd</sup> Floor, HMDA Complex, Tarnaka, Secunderabad – 500 007,  
A.P., India, Tel: 00-91-40-27002913, Fax: 00-91-40-27003271  
e-mail: cgm\_hgcl@yahoo.co.in*

The enclosed RFP contains the following documents:

|           |  |
|-----------|--|
| Section 2 | Information to Consultants   |
| Section 3 | Data Sheet   |
| Section 4 | Terms of Reference   |
| Section 5 | Necessary Documents & Experience Certificates fulfilling the eligibility criteria, |
| Technical | Proposal & Submission Forms  |
| Section 6 | Financial Proposal   |
| Section 7 | Enclosures   |

Sd/-  
*Chief General Manager (Tech),  
Hyderabad Growth Corridor Limited*

## SECTION 2. INFORMATION TO CONSULTANTS

### 1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a firm among those invited as per the Letter of Invitation in accordance with the method of selection indicated in the Data Sheet and detailed in the Edition of the Guidelines indicated in the Data Sheet.
- 1.2 The consultants are invited to submit Technical Proposals and Financial Proposals as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately signing of a contract with the selected firm.
- 1.3 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal. The Consultant’s representative should contact the officials named in the Data sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit well in advance to allow them to make appropriate arrangements.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project and data reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. 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 Consultants.
- 1.6 The client requires that consultants provide professional, objective, and impartial advice and at all times hold the Client’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
  - 1.6.1 A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project.
  - 1.6.2 A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.
  - 1.6.3 Consultants 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.

- 1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 1.7 It is the HGCL's policy that the consultants under domestic funded contracts observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the HGCL:
  - (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
  - (d) will have the right to require that, a provision be included requiring consultants to permit the HGCL to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of HGCL.
- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.
- 1.10 Deleted
- 1.11 Deleted

1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

1.13 Deleted

## 2. **CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by uploading the clarifications on the website indicated in the Data Sheet (including an explanation of the query but without identifying the source of inquiry).

2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda which shall be uploaded on the website indicated in the Data Sheet and no separate communication will be sent to the consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. **PREPARATION OF PROPOSAL**

3.1 Consultants are requested to submit a Proposal (para1.2) written in the language (s) specified in the Data Sheet.

### **Technical Proposal**

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 Deleted

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3).

- (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (Section 3B). For each assignment, the outline should indicate the names of Sub-Consultants / Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by

the Professional staff themselves in their CVs. Consultants must substantiate his experience by submitting the requisite experience certificate from the client.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D)
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs of the personnel to be engaged (Section 3F).
- (vi) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member. (Section 3Gand3H)
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if the Data Sheet specifies training as a major component of the assignment
- (viii) Any additional information requested in the Data Sheet

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

### **Financial Proposal**

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) rates shall be quoted for each type of main typology and repetitive rates for same type of design also (b)For miscellaneous expenses detailed break up costs shall be provided. (c) cost of services rates/reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.
- 3.8 Consultants must express the price of their services in the Local currency (Indian Rupees).

### **4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 4.1 The original proposal (Technical Proposal and if required Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.

- 4.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization in original/notarized is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original". If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** the time and date of the submission deadline indicated in the Data Sheet The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.5 After the dead line for submission of proposals the Technical Proposal shall be opened in the presence of the bidders who choose to attend on the date and time indicated in the Data Sheet. The Financial Proposal shall remain sealed and deposited with the concerned technical division until all submitted proposals are opened publicly.

## **5. PROPOSAL EVALUATION**

### **General**

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposals comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed and finalized.

### **Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the Client evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, specified in the Data Sheet. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical requirement indicated in the Data Sheet.

5.4 Deleted.

### **Public Opening and Evaluation of financial Proposals; Ranking**

5.5 After the evaluation of quality is completed, the Client may notify those consultants whose proposals were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall open the financial proposals of the consultants that have been qualified based on the minimum qualifying requirements, on the date and time indicated in the Data Sheet.

5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.7 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Proposal in this respect. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and those applied to foreign and non-permanent resident consultants.

5.8 The lowest Financial Proposal net of taxes will be invited for negotiations.

5.9 Deleted.

## **6. NEGOTIATIONS**

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall

prepare minutes of negotiations, which will be signed by the Client and the Consultant.

6.3 Deleted.

6.4 Deleted

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant who is the 2<sup>nd</sup> lowest.

## **7. AWARD OF CONTRACT**

7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIDENTIALITY**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## DATA SHEET

- | Clause | Reference   |
|--------|---|
| 1.1    | The name of the client is: Hyderabad Growth Corridor Limited.<br>The method of selection is: Least Cost Selection (LCS)   |
| 1.2    | A technical and a Financial Proposals are requested: Yes<br>The name, objectives and description of the Assignment are:<br><b><u>Consultancy of Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad.</u></b><br>The detailed description of services is mentioned in the Terms of Reference. |
| 1.3    | A pre-proposal conference will be held: <b>No</b>   |
| 1.4    | The Client will provide the following inputs:<br>(i)Project Report including design and drawing and relevant data collected by design consultants   |
| 1.7    | The clauses on fraud and corruption in the contract are:<br>Sub-Clause 2.9.1 and 3.6 of G.C.C.  |
| 1.13   | Proposals must remain valid 90 days after the submission date.  |
| 2.1    | Clarifications , if any , may be requested <b>7 days</b> prior to submission date.<br>The address for requesting clarification is:<br><br><b>The Chief General Manager ( Tech),<br/>HYDERABAD GROWTH CORRIDOR LIMITED<br/>Second floor, HUDA complex, Tarnaka<br/>Secunderabad-500007, India<br/>Tel: - 040-27002913 Fax: - 040-27002746</b>  |

### Website for uploading clarifications and addenda:

Website: [www.hmda.gov.in](http://www.hmda.gov.in), [www.hyderabadringroad.com](http://www.hyderabadringroad.com)

- |     |   |
|-----|---|
| 3.1 | Proposals should be submitted in the following language(s): English   |
| 3.7 | Taxes- Consultants are requested to consult tax consultants for details   |
| 3.8 | The Consultants to state local costs in Indian Rupees.  |
| 4.3 | Consultant must submit <u>only one original proposal</u> consisting of technical & Financial proposal, (each must be hard bounded for consideration/evaluation) along with sealed soft copies. <u>Any proposal submitted in loose form shall not be evaluated</u> |
| 4.4 | The address for submission of proposal is:<br><br><b>The Chief General Manager ( Tech),<br/>HYDERABAD GROWTH CORRIDOR LIMITED<br/>Second floor, HUDA complex, Tarnaka, Secunderabad-500007, India<br/>Tel: - 040-27002913, Fax: - 040-27002746</b>                |

The information on the outer envelope should also include:

**PROPOSALS FOR Consultancy of Architectural and allied Services for  
Construction of Toll Plazas for the Outer Ring Road, Hyderabad.**

4.5 Proposals must be submitted not later than the following date and time:

09.02.2010 (Upto 13.00 hrs).

The Technical Proposals will be opened on 09.02.2010 at 16.00hrs.

5.1 The address to send information to the Client is:

**The Chairman & Managing Director,  
HYDERABAD GROWTH CORRIDOR LIMITED  
Second floor, HUDA complex, Tarnaka  
Secunderabad-500007,India  
Tel: - 040-27002913 Fax:- 040-27002746**

5.3. The minimum experience for Technical qualification are:

**The firm must have designed a minimum of 4 TollPlazas each having 16 lanes and  
above.**

5.5 The Financial proposals shall be opened on: **will be intimated**

6.1 The address for negotiation is:

**The Chief General Manager ( Tech),  
Hyderabad Growth Corridor Limited,  
Second floor, HUDA complex, Tarnaka,  
Secunderabad, India.  
Tel:- 040-27002913, Fax:- 040-27002746**

7.2 The Assignment is expected to commence in the year 2010 at the project sites located in Hyderabad city, in the State of Andhra Pradesh, India.

**The Chief General Manager ( Tech),  
Hyderabad Growth Corridor Limited**

### **SECTION 3. TECHNICAL PROPOSAL STANDARD FORMS**

- 3A Technical Proposal submission form
- 3B Firm's experience
- 3C Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by the Client.
- 3D Description of the methodology and work plan for performing the assignment
- 3E Team composition and task assignments
- 3F Format of Curriculum Vitae of proposed professional staff
- 3G Time schedule for professional personnel
- 3H Activity (work) schedule.

**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

From (Name of Firm)

To: (Name and Address of Client)

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Ladies/Gentlemen:

**Subject:“ Consultancy of Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad. “**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposals. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature

Name and Title of Signatory:

Name of Firm:

Address:

### 3B. FIRM'S REFERENCES

#### Relevant Services carried out in the Last Ten Years that best illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

|  |                                 |  |
|--|---------------------------------|--|
| Assignment Name  |                                 | Country                                      |
| Location within Country  |                                 |  |
| Name of Client:  |                                 |  |
| Address  |                                 |  |
| Start Date (Month/Year)  | Completion Date<br>(Month/year) | Approx Value of Services<br>(in current Rs.) |
| Name of Associated consultants, if any;  |                                 |  |
| Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed: |                                 |  |
| Narrative Description of Project;  |                                 |  |
| Description of Actual Services Provided:   |                                 |  |

**Firm's Name:** \_\_\_\_\_

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**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AN ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

On the Terms of Reference

1

2

3

4

5

On the data, services and facilities to be provided by the Client

1.

2.

3.

4.

5.

---

**CONSULTING FIRM'S NAME:**

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter the firm should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The firm should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The firm should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter the firm should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3-H.

c) Organization and Staffing. In this chapter the firm should propose the structure and composition of their team. The firm should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Technical /Managerial Staff

| S.No. | Name | Position | Task |
|-------|------|----------|------|
| 1     |      |          |      |
| 2     |      |          |      |
| 3     |      |          |      |
| 4     |      |          |      |
| 5     |      |          |      |
| 6     |      |          |      |
| 7     |      |          |      |

#### 2. Support Staff

| S.No. | Name | Position | Task |
|-------|------|----------|------|
| 1     |      |          |      |
| 2     |      |          |      |
| 3     |      |          |      |
| 4     |      |          |      |
| 5     |      |          |      |
| 6     |      |          |      |
| 7     |      |          |      |

**3F. FORMAT OF CURRICULUM VITAE (CV)  
FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff; \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity \_\_\_\_\_ Nationality \_\_\_\_\_

Education: \_\_\_\_\_

Membership in Professional Societies \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned \_\_\_\_\_

**Key Qualifications:**

*(Give an outline of staff member's experience and training most pertinent to tasks an assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half page).*

**Education**

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, degrees obtained and documentary evidence of age proof)*

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**Employment Record**

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*(Starting with present position, list in reverse order every employment held). List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, source of funding (World Bank, ADB, JBIC, UN etc.) for the projects handled, types of activities performed and client reference, where appropriate.*

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**Languages:**

(For each language indicate proficiency — excellent, good, fair or poor, in speaking reading and writing)

---

**Undertaking:**

I. The undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience. Further I certify that I am available for the assignment and shall be willing to work for HGCL for the entire duration of the position. I have also not left any Government Organization project (completed/ongoing) with out its approval and have not been debarred by any Government organization in past.

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of staff member and authorized representative of the Firm)  
Day/Month/Year

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| S.No | Name | Position | Reports Due/<br>Activities | 1 | 2 | 3 | 4 | 5 | 6 | No of Months  |
|------|------|----------|----------------------------|---|---|---|---|---|---|---------------|
|      |      |          |                            |   |   |   |   |   |   |               |
|      |      |          |                            |   |   |   |   |   |   | Sub total (1) |
|      |      |          |                            |   |   |   |   |   |   |               |
|      |      |          |                            |   |   |   |   |   |   |               |
|      |      |          |                            |   |   |   |   |   |   |               |
|      |      |          |                            |   |   |   |   |   |   |               |

Full Time \_\_\_\_\_

Part time \_\_\_\_\_

Reports Due \_\_\_\_\_

Signature \_\_\_\_\_

(Authorized Representative)

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

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

Address: \_\_\_\_\_

### 3H. ACTIVITY (WORK) SCHEDULE

#### A Field Investigation and Study Items

| S.No. | Item of Activity (work) | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> | 6 <sup>th</sup> |
|-------|-------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |
|       |                         |                 |                 |                 |                 |                 |                 |

| <b>Reports</b>                                   |
|--|
| 1. Inception report with conceptual plans        |
| 2. Detailed Architectural drawings Report        |
| 3. Detailed Structural designs & drawings Report |
| 4. Final Completion Report & CD                  |

## **SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS**

4A Financial Proposal submission form

4B Summary of costs

4C Breakdown of costs

4D Breakdown of other costs if any

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

(Location, Date)

FROM (Name of Firm)

To: (Name and Address of Client)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ladies/Gentlemen:

**Subject:“ Consultancy of Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad. “ (Financial proposal)**

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal dated and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum, of [ in words and figures]. This amount is inclusive of all taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Insert date].

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”

No Commissions and gratuities have been/ are to be paid by us.

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

We remain,

Yours sincerely,

Authorised Signature

Name and Title of Signatory:

Name of Firm:

Address:

#### 4B. SUMMARY OF COSTS :

Providing of Architectural, Structural and allied facility for the proposed Toll Plazas for ORR Project.

| S.No. | Description   | No   | Rate | Amount |
|-------|---|------|------|--------|
| a)    | Plaza – Main Typology :   |      |      |        |
|       | 2-Toll lanes for 8 Nos of Exit and entry lanes for Exit and entry lanes for Partial Cloverleaf interchange. | 1 No |      |        |
|       | 2-Toll lanes for 4 Nos of exit and entry lanes for Diamond / Rotary interchanges                            | 1 No |      |        |
|       | 12- Toll lane integrated Toll Plaza for Double Trumpet Interchange  | 1 No |      |        |
|       | Toll Plaza @ (Nanakramguda Km 3+23).  | 1 No |      |        |
| b)    | Replication of Main Design:   |      |      |        |
|       | 2-lanes for 4 Nos of exit and entry lanes for Diamond / Rotary interchanges                                 | 9 No |      |        |
|       | 12- Toll lane integrated Toll Plaza for Double Trumpet Interchange  | 6 No |      |        |
|       | 7-Toll lane Integrated Toll Plaza for Double Trumpet Interchange.   | 1 No |      |        |
| c)    | Other Miscellaneous expenses (details to be provided by bidder)   |      |      |        |
|       | <b>Total</b>  |      |      |        |
|       | Consultancy Services Tax payable in India   |      |      |        |
|       | <b>TOTAL COSTS (Including Tax)</b>  |      |      |        |

**Note: The details of the Technical Personnel / Supporting staff required along with their qualifications, inputs, remuneration etc., shall be provided for the rates quoted for the above assignment shall be annexed along with the financial quote so as to assess reasonability of the price.**

(Form – III)  
**Break up Estimate of Costs**

**I. Remuneration for Staff** ((To be assessed by Consultant as per requirement of assignment))

| Sl. No. | Position                      | Name | Rate | SM | Amt. |
|---------|-------------------------------|------|------|----|------|
|         | <b>Professional Staff</b>     |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         | <b>Sub Professional Staff</b> |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         |                               |      |      |    |      |
|         | <b>Sub Total:</b>             |      |      |    |      |
|         | <b>Grand Total</b>            |      |      |    |      |

**4.1.1 APPENDIX-E**

**II. Support Staff**

| Sl. No. | Position | Name | Staff Months | Billing Rate ( ) | Amount ( ) |
|---------|----------|------|--------------|------------------|------------|
|         |          |      |              |                  |            |
|         |          |      |              |                  |            |
|         |          |      |              | <b>Total</b>     |            |

**III. Reports and Document Printing**

| Sl. No. | Description | No of Copies | Rate per Copy (Rs.) | Amount (Rs.) |
|---------|-------------|--------------|---------------------|--------------|
|         |             |              |                     |              |
|         |             |              |                     |              |
|         |             |              |                     |              |
|         |             |              |                     |              |
|         |             | <b>Total</b> |                     |              |

**IV. Survey and Investigation**

**V. Mobilization and Demobilization**

- 1. Airfares (Reimbursable)  
(Economy Class)

| Position | Round trips | Dependents |
|----------|-------------|------------|
|----------|-------------|------------|

**Total:**

Total costs for round trips home office to site at cost per person per round trip conform to the official IATA economy class fares

**D. Payment Schedule**

| <b><u>Advance Payment*</u></b>  |  |
|---|--|
| 1. On submission of Inception report with conceptual plans              |  |
| 2. On submission of Detailed Architectural drawings Report              |  |
| 3. On submission of Detailed Structural designs & drawings Report       |  |
| 4. On submission of Final Completion Report with soft copy of all above |  |

\* Assuming that consultants receive an advance in a percentage of the contract amount advance amount to be determined to cover expenditures until first payment is received.

## SECTION 4 - TERMS OF REFERENCE

### 4. PROJECT:

#### **4.1 “Consultancy of Architectural and allied Services for Construction of Toll Plazas for the Outer Ring Road, Hyderabad.”**

##### **4.1.1. The Project:**

1. Hyderabad, the capital city of the State of Andhra Pradesh, is one of the six Metropolitan cities in India. The city is witnessing rapid economic growth, being a preferred location for major software companies, ITES industries, Bio Technology etc. In order to provide development of well planned and well connected urban settlements around the Hyderabad Metropolitan area, Hyderabad Metropolitan Development Authority (formerly Hyderabad Urban Development Authority), a Statutory Agency of Government of Andhra Pradesh proposed to provide an orbital linkage to cater to the new developed areas for movement of large volumes of traffic at high speed. The orbital linkage, Outer Ring Road, is proposed to be a fully access controlled expressway. For expeditious implementation of the project, HMDA promoted a subsidiary company Hyderabad Growth Corridor Limited (HGCL), in association with Infrastructure Corporation of Andhra Pradesh (INCAP). The HGCL is mandated to take up the work of Outer Ring Road Project.
2. The project basically comprises of Construction of eight-lane Expressway with flexible pavement, construction of bridges and culverts, construction of high embankment/elevated structures, Interchanges at junctions, VUPs, PUPs etc.
3. The Outer Ring Road being an access Controlled Expressway, Interchanges, to facilitate traffic movement from ORR to intersecting NH, SH and other major arterials, are being provided. The Government of Andhra Pradesh agreed to collect toll from the vehicles using main Carriageway of ORR. In order to avoid congestion on Main Carriageway near tolling booths and to collect toll based on the distance traveled, closed tolling is being adopted. In this closed tolling system, the vehicles using the ORR will be tolled at exit and entry ramps of the interchanges. Accordingly toll plazas are required to be provided for all the entry and exit ramps of the ORR interchanges. For design of Toll Plazas and the required Administrative building for managing toll and operation and maintenance of ORR, it is proposed to engage experienced Architectural Consultants. The 158 Km long stretch of ORR is being provided with 19

Interchanges. Based on the design of interchange, 2-lane, 3-lane to 14-lane toll plazas need to be provided. The detailed Design types are as follows:

| <b>S.No.</b> | <b>Type of Interchange</b> | <b>No of Interchanges</b> | <b>Type of Toll Plaza</b>  |
|--------------|----------------------------|---------------------------|--|
| 1            | Partial Cloverleaf         | 1                         | 2-lane/ 4-lane Toll Plazas on 8 Nos of exit and entry ramps                  |
| 2            | Diamond and Rotary Type    | 10                        | 2- lane/ 3-lane Toll Plaza on 4 Nos of exit and entry ramps at each location |
| 3            | Double Trumpet type        | 8                         | 12-lane to 14-lane integrated Plaza.   |

4. The Outer Ring Road is being provided with ITS & TMS consisting of following :

- **Emergency Communication System**
- **Mobile Communication System**
- **Variable Message Signs**
- **Meteorological Data System**
- **Automatic Traffic Counter-cum-classifier (ATCC)**
- **Power Supply System**
- **Traffic Control Centre (TCC) and Sub-center**
- **CCTV**
- **Toll Management System**

#### **4.2. The Proposed Services**

##### **4.2.1 Objectives**

The Consulting services will broadly include Architectural and Structural designs for Toll Plaza, Administrative blocks, Traffic Control Center and Sub-Center,detailed ducting plans with required tunnel arrangements for transfer of money, men and materials etc., for ORR Project.

##### **4.3 Detailed Scope of Services:**

Architectural, Structural, Plumbing and Heating, Ventilation and Air Conditioning (HVAC) works at the proposed Toll Plazas taking into consideration the following:

- i. Island & Toll Booth Design.
- ii. Canopy Design.
- iii. Landscape for Toll Plaza area, and Rotaries and open areas of Interchanges.
- iv. Power Distribution, Lighting & small power and area lighting for toll plaza.

- v. Administrative, Operation & Maintenance Buildings, Traffic Control Center and Sub-Center having the following facilities:

|                    |  |
|--------------------|--|
| Control Room       | Security Room                            |
| Central Store      | Toll Audit & Data Processing Room.       |
| Computer Room      | Office Spaces, Staff rooms, Toilets etc. |
| Canteen Facilities | Visitors and Staff Parking Area.         |
| Sub Station        | Electrical Room.                         |

Point of sale(POS) facility

- Preparation of Master plan Architectural plans, Elevations, Sections etc., with details of area analysis, 3D modeling, Building geometry etc.,
- Preparation of structural designs, electrical, water supply, Sanitary works, Telecommunications, Networking, Graphic signages, lifts, firefighting arrangements, landscaping, parking etc., and all related civil works including technical specifications of work.
- Preparation of Budgetary cost estimates for internal benchmark.

#### **4.3.2 Criteria For Designs.**

The designs evolved by the Contractors shall conform to the following criteria:

1. To have good constructability, amenable for speedy construction.
2. To be economical
3. To be flexible to take care of services “here they cannot be shifted
4. To be innovative with good aesthetics and in harmony with environment.
5. To be prepared quickly.
6. To be based on proven experience for other similar projects constructed.
7. To follow HGCL instructions about location of canopy on the toll lane island.

**4.3.3. Services:** The Consultant shall interact with the HGCL and Tolling and ITS equipment suppliers and design to suit the HGCL’s and/or suppliers’ requirement and over see the construction up to completion, visit the site, provide the solution as needed.

#### **4.4 Key Client & Liaison Meetings**

As part of the assignment execution process, Consultant would conduct a series of meetings with the Client. To this end , the Client will appoint/designate a “Client Team” and shall ensure the presence of the Client team during the meeting.

#### **4.5 REPORTS AND TIME SCHEDULES**

##### **Reports**

4.5.1 The Consultant shall submit all data, drawings, maps, plans, documents, reports and presentation both in hard and soft copies in English and in MS-WORD / MS-EXCEL / MS-ACCESS / AUTOCAD /

POWER POINT and similar format. Each of the reports will be presented to a committee as an audio-visual presentation.

4.5.2 Preliminary & Engineering Design and Drawings, on approval of the same detailed architectural & structural drawings shall be submitted.

4.5.3 All reports and documents relevant to the project, maps, field survey notes / calculations, computer programs etc shall become the property of HGCL. Consultant shall provide the originals and soft copies of maps, plans and all drawings with final documents. Consultant shall provide soft copy of all data, drawings, maps, plans, documents, reports and presentations.

#### **4.6 Final Report**

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the services rendered including any changes or modification of designs, problems encountered and solutions recommended, operational procedures etc.

All reports and documents relevant to the services, maps, field survey notes, computer programmes etc., shall become the property of the HGCL. The consultant shall provide one reproducible copy each of constructional drawings.

#### **4.7 SPECIFIC RESPONSIBILITIES OF THE CONSULTANT**

- i) The consultant shall be fully responsible for collecting data and information. All information data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the consultant. The responsibility for the correctness of using such data shall rest with the consultant. All such information, data and reports shall be treated as confidential.
- ii) The consultant shall be responsible for arranging necessary living accommodation, office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.
- iii) The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

#### **4.8 OBLIGATIONS OF THE CLIENT**

##### **i) Documents**

The HGCL shall provide the consultant with copies of all data and reports available and considered relevant to the execution of the consultants work.

##### **ii) Liaison and Access**

The HGCL shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The consultant shall be given unhindered access to the relevant agencies in order to carry out any study.

**CONTRACT FOR CONSULTANT'S SERVICES**

Between

---

(Name of Client)

And

---

(Name of Consultant)

Dated:

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## 1. FORM OF CONTRACT

### LUMP SUM ASSIGNMENTS

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_ day of the Month of, 200 \_\_\_\_, between, on the one hand \_\_\_\_\_ (hereinafter Called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

[If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Consultants")]

#### WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC")'
  - (b) The Special Conditions of Contract (hereinafter called "SC");
  - (c) The following Appendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

Appendix A: Description of the Services \_\_\_\_\_

Appendix B: Reporting Requirements \_\_\_\_\_

Appendix C: Key Personnel and Sub-consultants \_\_\_\_\_

Appendix D: Medical Certificate **Not Used**

Appendix E: Hours of Work for key Personnel **Not Used**

Appendix F: Duties of the Client \_\_\_\_\_

Appendix G: Cost Estimates in Foreign Currency **Not Used**

Appendix H: Cost Estimates in Local Currency \_\_\_\_\_

Appendix I: Form of Guarantee for Performance security

Appendix J: Form of Guarantee for Advance Payments

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

---

FOR AND ON BEHALF OF  
[NAME OF THE CLIENT]

By

(Authorized Representative)

---

FOR AND ON BEHALF OF  
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

---

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE  
CONSULTANTS.

---

[Name of the Member]

## **II. GENERAL CONDITIONS OF CONTRACT**

### ***1. General Provisions***

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's country in such other country as may be specified in the Special Conditions of Contract (SC) as they may be issued and in force from time to time.
  - b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
  - c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
  - d. "foreign currency" means any currency other than the currency of the Government;
  - e. "GC" means these General Conditions of Contract;
  - f. "Government" means the Government of Client's Country;
  - g. "Local currency" means the Indian Rupees;
  - h. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
  - i. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
  - j. "Personnel" means persons hired by the Consultants or by any Sub-Consultant as Employees and assigned to the performance of the Services or any part thereof "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and "key personnel" means the personnel referred to in Clause GC 4.2 (a).
  - k. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
  - l. "Services" means the work to be performed by the Contract, as described in Appendix A hereto;
  - m. "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
  - n. "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.
- 1.2 Relation between the Parties nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law Governing Contract
- This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

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

1.5 Headings

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

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

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

1.8 Authority of Member in Charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

**2. Commencement, Completion, Modification and Termination of Contract**

**2.1 Effectiveness of Contract**

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

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

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

## **2.3 Commencement of Services**

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

## **2.4 Expiration of Contract**

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

## **2.5 Entire Agreement**

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

## **2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1. Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action ( except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

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

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has

taken all reasonable precautions, due care” and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be taken**

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

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

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.7.4 Extension of Time**

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

### **2.7.5 Payments**

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

### **2.7.6 Consultation**

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

## **2.8. Suspension**

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

## **2.9 Termination**

### **2.9.1 By the Client**

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

(a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements

with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;

(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

### **2.9.2 By the Consultants**

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

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

### **2.9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- iii. the Consultants’ obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and

- iv. any right which a Party may have under the Applicable Law

#### **2.9.4 Cessation of Services**

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

#### **2.9.5 Payment upon Termination**

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

- a. Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including
- d. The cost of the return travel of the Consultants' personnel and their eligible dependents.

#### **2.9.6. Disputes about Events of Termination**

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

### **3. Obligation of the Consultants**

#### **3.1 General**

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

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

##### **3.1.2 Law Governing Services**

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

## **3.2 Conflict of Interests**

### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2 If the Consultants, as part of the Services,** have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

### **3.2.3 Consultants and Affiliates not to engage in Certain Activities**

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

### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

## **3.3 Confidentiality**

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

## **3.4 Liability of the Consultants**

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

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

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

### **3.6 Accounting, Inspection and Auditing**

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

### **3.7 Consultants' Actions Requiring Client's Prior Approval**

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

- (a) Appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

### **3.8 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **3.9 Documents Prepared by the Consultants to be the Property of the Client**

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

### **3.10 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, 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.

## **4. Consultants' Personnel and Sub-consultants**

### **4.1 General**

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

### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) DELETED
- (c) DELETED

### **4.3 Approval of Personnel**

DELETED

### **4.4 DELETED**

### **4.5 DELETED**

### **4.6 Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

## **5. Obligations of the Client**

### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain

any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

- (f) Grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

## **5.2 Access to Land**

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

## **5.3 Changes in the Applicable Law**

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

## **5.4 Services, Facilities and Property of the Client**

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

## **5.5 Payment**

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

## **5.6 Counterpart Personnel**

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by

the Consultants which is consistent with the position occupied by such - member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

## **6. Payments to the Consultants**

### **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendices G & H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% in respect of expatriates and local consultancy staff.
- i(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3,5.4 or 5.6 hereof, the Parties shall agree that additional payments in local currency, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 DELETED**

### **6.3 Currency of payment**

- (a) All the payments shall be made in local Currency only.
- (b) DELETED

### **6.4 Mode of Billing and Payment**

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

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

(b) **Payment Schedule**

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below

| S.No. | Description  | <b>Payment</b>                     |
|-------|--|------------------------------------|
| 1     | On submission of Inception report with conceptual plans              | To be specified after Negotiations |
| 2     | On submission of Detailed Architectural drawings Report              | To be specified after Negotiations |
| 3     | On submission of Detailed Structural designs & drawings Report       | To be specified after Negotiations |
| 4     | On submission of Final Completion Report with soft copy of all above | To be specified after Negotiations |
| 5     |  |                                    |
|       | <b>TOTAL</b>   | <b>100%</b>                        |

- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. Any adjustment in the payment to the consultants will be made in the final payment only.
- (d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. No Interests can be claimed by Consultant if there is delay in payment
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of

a final report and a final statement approved by the Client in accordance with the above.

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

## **7. Fairness and Good Faith**

### **7.1 Good Faith**

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

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 of GC hereof.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Settlement**

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

### III. SPECIAL CONDITIONS OF CONTRACT

Number \_\_\_\_\_  
\_\_\_\_\_ of

#### **GC Clause**

#### **A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

**1.1(a)** The words 'in the Government's country' are amended to read 'in INDIA'

**1.4** The language is: English

**1.6.1** The addresses are:

Client: **Hyderabad Growth Corridor Limited**  
Attention: **Chief General Manager ( Tech),**  
.  
Cable address: [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com) & [cgm\\_hgcl@yahoo.co.in](mailto:cgm_hgcl@yahoo.co.in)  
Telex:  
Fax: 040-27002746, 040-27003271  
Consultants:

Attention:

Cable address: \_\_\_\_\_

Telex \_\_\_\_\_

Facsimile \_\_\_\_\_

[Note': Fill in the Blanks]

#### **1.6.2 Notice will be deemed to be effective as follows:**

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

**1.8** The Member in Charge is:

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

**1.9** The Authorized Representatives are:

For the Client: **Chief General Manager (Tech), HGCL**

For the Consultants: \_\_\_\_\_  
\_\_\_\_\_

**1.10** The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**2.1** The effectiveness conditions are the following:

i) Approval of the Contract by the client

**2.2** The time period shall be 4 months.

**2.3** The commencement date shall be **7 days** after issue of notice by the client to the consultant for commencement of services.

**2.4** The time period shall be **6 months** or such other time period as the parties may agree in writing.

### **Limitation of the Consultants' Liability towards the Client**

**3.4 (a)** Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

ii) Consultant will maintain at its expense; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher."

iii) The policy should be issued only from an Insurance Company operating in India.

- iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should be for an amount less than stated in the contract.
  - v) If the Consultant enters into an agreement with HGCL in a joint venture or ‘in association’, the policy must be procured and provided to HGCL by the joint, venture/in association entity and not by the individual partners of the joint venture/association.
  - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of HGCL. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

**3.5** The risks and the coverage’s shall be as follows

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii)-(vi) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consult used in the performance of the Services, and (iii) any documents prepared by the consultant in the performance of the Services

**3.9** The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

**4.6** “The person designated as ----- in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.”

**6.1(b)** The amount is payable only in local currency.

**6.4(a)** The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:

- 1) An advance payment. of 20% of the contract’ price quoted in Indian currency (INR) in the bid shall be made within **60days** after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal installments against the statements of the Service until the advance payment has been fully set off.
- 2) The bank guarantee shall be for the amount of the advance payment

**6.4(f)** The accounts are:

For local currency: \_\_\_\_\_

[Note: Insert account number, type of account and name and address of the Bank]

**8.2** Disputes shall be settled by arbitration in accordance with the following provisions:

**8.2.1** Selection of Arbitrators

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

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) if in a dispute subject to Clause SC 8.2.1 (b ), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

**8.2.2** **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the - rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

**8.2.3** **Substitute Arbitrators**

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

**8.2.4** **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

### **8.2.5 Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Hyderabad.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

## **IV. APPENDICES**

### **Appendix A: Description of the Services**

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; spec tasks to be approved by Client, etc.]

#### **4.1.2 Details as per TOR**

## **Appendix B: Reporting Requirements**

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

**Please refer TOR**

**Appendix C: Key Personnel and Sub-consultants**

- [List under:
- C-1 Titles (names, if already available), detailed job descriptions and minimum qualification experience of Personnel to be assigned to work in India, and staff- months for each.
  - C-2 Same information as C-1 for Key local Personnel.
  - C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.
  - C-4 List of approved Sub-consultants [already available]; same information with respect to their Personnel as in C-1 through C-4)

**Please refer TOR**

Appendix D: Deleted

Appendix E: DELETED

**Appendix F: Duties of the Client**

*[List here under:*

*F-1 Services, facilities and property to be made available to the Consultants by the Client.*

*F-2 Counterpart personnel to be made available to the Consultants by the Client]*

**Please refer TOR**

Appendix G: Deleted

**Appendix H: Cost Estimates in Local Currency**

*List here-under cost estimate in local currency:*

**Appendix I: FORM OF PERFORMANCE SECURITY**  
**(PERFORMAMANCE BANK GUARANTEE)**  
**(Clause-20 of TOR)**

**To**  
**The Chairman & Managing Director,**  
**Hyderabad Growth Corridor Company Limited,**

WHEREAS \_\_\_\_\_ [ Name and address of Consultants]’ (hereinafter called “the consultants”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provides the services on terms and conditions set forth in this Contract \_\_\_\_\_ [ of contract and brief description of works) (hereinafter called the “the Contract”).

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

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

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

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

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

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

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

This guarantee shall be valid until 365 days after the date of issue of the Defects Liability Certificate.

Signature and Seal of the Guarantor \_\_\_\_\_

In presence of \_\_\_\_\_

Name and Designation \_\_\_\_\_ 1. \_\_\_\_\_  
(Name, Signature & Occupation)

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

Address \_\_\_\_\_ 2. \_\_\_\_\_  
(Name & Occupation)

Date \_\_\_\_\_

**Give names of all partners if the Consultants is a Joint Venture.**

**Appendix J: Form of Bank Guarantee for Advance Payments  
(Reference Clause 6.4(a) of Contract)**

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

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

*In consideration of M/s. \_\_\_\_\_ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ Contract (hereinafter called the "Contract")*

*(Scope of work)*

*and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.*

*We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of \_\_\_\_\_ - as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority, we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.*

*The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.*

*The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the*

Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_. on whose behalf this Guarantee has been given.

Dated this \_\_\_\_\_ day of  
200 at \_\_\_\_\_

## WITNESS

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Official Address)

Designation (with Bank stamp)  
Attorney as per Power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

**Strike out, whichever is not applicable.**

*Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".*

*Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank Bank guarantee furnished by foreign consultant shall be confirmed by any Nationalized Bank in India.*