

## **REQUEST FOR PROPOSALS (RFP)**

Consulting Services for preparation of Detailed Project Report for Improvement of Radial Road No. 5 & 15 in Hyderabad being taken up with the loan assistance of JICA.

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### **CONSULTING SERVICES**

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## Letter of Invitation

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### Letter of Invitation (LOI)

NIT No. CGM(T)/HGCL/EE/RR/11-12/01 Dt :- 30-04-2011

To

Dear Sir,

Sub: - **Consulting Services** for preparation of Detailed Project Report for Improvement of Radial Road No. 5 & 15 in Hyderabad being taken up with the loan assistance of JICA – Letter of Invitation

#### **1. Introduction**

1.1 The HGCL intends to take up improvements to the existing Major Arterials/ Radial roads in and around Hyderabad City. The project comprises of Preparation of Detailed Project Report for improvement of Radial roads.

1.1.1 The RFP shall be downloaded from the website "www.hmda.gov.in"

1.2 A brief description of the assignment and its objectives are given in the enclosed Terms of Reference.

1.3 You are hereby invited to submit for the assignment as per your eligibility.

1.4 Deleted

1.5 Financial Proposals will be opened of all qualified consultants in accordance with clause **5.1** hereof. The consultancy services will be awarded to the consultants on the basis of least cost to HGCL.

1.6 The proposals must be properly signed as detailed below:

- 1.6.1
- i. by the proprietor in case of proprietary firm*
  - ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certificated copy of the Power of Attorney shall accompany the Proposal).*

- iii. *by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal.*
- iv. *Joint ventures are not permitted.*

## **2. Documents**

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 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 a Consulting firm, modify the Documents by amendment. The amendment will be notified in writing or tele-fax to all consulting firms who have purchased the RFP document and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

## **3. Preparation of Proposal**

You are requested to submit your proposal in following 2 covers:

- (i) Documents in proof of eligibility and Technical Proposal
- (ii) Financial Proposal

### **3.1 Technical Proposal:**

3.1.1 Following documents must be furnished in proof of eligibility:

- (i) Firm's experience:
- (ii) Firm's turnover for the last 5 years. Certified copy of the audit report may be furnished in support of the details.
- (iii) List of equipments and the details of the office and key persons employed by the firm may be furnished. (List of equipment given).
- (iv) Work in hand.
- (v) CVs of key Professional staff.

3.1.2 The experience certificates from clients shall be submitted in support of having completed detailed project report of Urban Transportation Projects of **minimum length** as specified in **data sheet** for the project size in terrain of similar nature as that of proposed project. Certificate should indicate clearly the firm's Design / DPR experience, in Urban Arterials, structures like bridges, length of the road, intersection improvements, etc., Scope of services rendered by the firm should be clearly indicated in the certificate from the client.

- 3.1.3 The minimum essential requirement in respect of eligibility has been indicated in the sheet, the proposal deficient in any of these requirements will not be considered for further evaluation.
- 3.1.4 You are expected to examine all terms and instruction included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.1.5 During preparation of the technical proposal, you must give particular attention to the following:
- 3.2.1 Under the technical proposal,  
The experience certificate of having completed detailed project report of Urban Transportation Projects of minimum length as specified in **data sheet**
- 3.2.2 Your technical proposal must include the following information.
- i. *Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, including survey equipment and procedure, any change proposed in the methodology of services indicated in the TOR and procedure for quality assurance.*
  - ii. *Estimates of the total time effort (person x months) to be provided for the services, supported by bar diagrams showing the time proposed (person x months) for each Key Professional staff.*

The data obtained from the topographic surveys should be handed over to HGCL after the completion of services. The data should be in a form amenable to digital terrain model (DTM) commonly used by highway design software (MOSS/MX Professional Fountain ver.2.2 from M/s Infracsoft Ltd., Company).

- 3.3 The technical proposal must not include any financial information.
- 3.4 The Minimum essential requirement in respect of eligibility has been indicated in the sheet, the proposal deficient in any of these requirements will not be considered for further evaluation.

3.5

## **Bid Security**

- 3.5.1 The bidder shall furnish as part of its Bid, a Bid Security for an amount of Rs. 1,00,000.00 (Rupees: One Lakh only) in Indian Rupees.
- 3.5.2 The Bid Security shall be issued from a Nationalized / Scheduled Commercial Bank in the shape of DD/BG valid for 28 days beyond the validity of the bid. The format of the Bank guarantee shall be in accordance with the sample form of Bid Security included Annexure-I.

The Bid Security shall be in favour of MD, Hyderabad Growth Corridor Limited, Hyderabad

- 3.5.3 Any bid not accompanied by an acceptable bid security and not secured as indicated in Sub Clause 3.5.1 and 3.5.2 above shall be rejected by the Employer as non-responsive.
- 3.5.4 The Bid Security of the unsuccessful bidders will be returned as promptly as possible as but not later than 28 days after the expiration of the period of bid validity
- 3.5.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required performance security and signed the agreement.
- 3.5.6 The bid security may be forfeited
- (a) if the bidder withdraws his bid during the period of bid validity;
  - (b) in the case of a successful bidder, if it fails within the specified time limit to:
    - (i) sign the Agreement, or
    - (ii) furnish the required Performance Security.

## **3.6 Financial Proposal**

- 3.6.1 The Financial Proposal shall be lumpsum rate per Km. Your financial proposal should be prepared strictly using, the formats attached in **Appendix – I**. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. **Conditional offer or the**

*proposal not furnished in the format attached in Appendix – I shall be considered non responsive and is liable to be rejected.*

- 3.6.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance.
- 3.6.3 Costs shall be expressed in Indian Rupees. The payments shall be made in Indian Rupees by HGCL.

#### **4. Submission of Proposals**

- 4.1 You must submit one original proposal and the number of copies indicated in the Data Sheet. Each proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

Consultancy Services for \_\_\_\_\_ **Project Name** \_\_\_\_\_  
\_\_\_\_\_ **Do not open, except in presence of the evaluation committee.**

- 4.1.1 This outer envelope contain two separate envelopes, one clearly marked “Proof of eligibility & Technical Proposal” and the second clearly marked ‘Financial Proposal’ (all the two envelopes indicating original or copy as appropriate).
- 4.1.2 In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by written power of attorney accompanying the proposals. All pages of the technical and financial proposals must be initialed by the person or persons signing the proposal.
- 4.2 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which case such corrections must be initialed by the person or persons signing the proposal.
- 4.3 Your complete technical and financial proposal must be delivered on or before the time and date stated in Data Sheet.
- 4.4 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

#### **5. Proposal Evaluation**

- 5.1 A two stage procedure will be adopted in evaluating the proposal. In the first stage, eligibility of the firm will be ascertained on the basis of experience certificates, firm’s turnover and equipments available with the firm as indicated in datasheet. The firms failing to meet minimum requirement will be declared ‘fail’.

In the second stage, financial proposal of all eligible firms who pass in technical evaluation shall be opened. **The work shall be awarded to the firm on the basis of least cost to HGCL.**

## **5.2 Evaluation of Technical Proposal**

The Client will carryout its evaluation applying the evaluation criteria specified in the Data Sheet.

## **5.3 Evaluation of Financial Proposal.**

5.3.1 For financial evaluation, total cost of financial proposal will be considered. This however does not include service tax which are reimbursable.

5.3.2 The client will determine whether the financial proposals are complete

## **6. Negotiations**

6.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant in writing by registered letter, cable telex or facsimile and invite it to negotiate the Contract.

6.2 Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

6.3 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, staff and periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.4 Changes agreed upon will then be reflected in the financial proposal using proposed unit rates.

6.5 The negotiations will be concluded with a review of the draft form of Contract. The client and the Consultants will finalize the contract to conclude negotiations.

## **7. Performance Security.**

The consultant will furnish within seven days of the issue of letter of acceptance, an unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank) for an amount equivalent to 10% of the total contract value to be received by him

towards Performance Security valid for **a period of three years beyond the date of completion of services**. The Bank Guarantee will be released by HGCL upon successful completion and rectification of errors if any found during implementation of the contract for civil works or after completion of 3 years beyond completion of services.

**8. Penalty**

**The consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance / deficiency in service as expected from the consultant and as stated in General Conditions of Contract.**

**9. Award of Contract**

9.1 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

**10. Confirmation**

We would appreciate your informing us by telex / facsimile/e-mail:

- i. Your receipt of the letter of invitation
- ii. Whether or not you will submit a proposal.

Thanking you

Yours Sincerely,

The Managing Director,  
HYDERABAD GROWTH CORRIDOR LIMITED  
Ground floor, HMDA complex, Tarnaka  
Secunderabad-500007, India  
Tel: - 040-27002913 Fax: - 040-27002746, 040-27003271

## DATA SHEET

### Clause

### Reference

The name of the client is: Hyderabad Growth Corridor Limited.

The method of selection is: Least Cost basis (LCB).

A technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are:

**Consulting Services for preparation of Detailed Project Report for Improvement of Radial Road No. 5 & 15 in Hyderabad being taken up with the loan assistance of JICA .**

The detailed description of services is mentioned in the Terms of Reference.

The main objective of the assignment is to prepare Detailed Project Report with road inventory survey as detailed in the Terms of Reference.

The Client will provide the following inputs:

(i) Feasibility Report, Traffic studies.

1.1 Proposals must remain valid for 90 days after the submission date.

2.1 Clarifications, if any , may be requested **7 days** prior to submission date.

The address for requesting clarification is:

**The Managing Director,**  
HYDERABAD GROWTH CORRIDOR LIMITED  
Ground floor, HMDA complex, Tarnaka  
Secunderabad-500007, India  
Tel: - 040-27002913 Fax: - 040-27002746, 040-27003271

3.1 Proposals should be submitted in English

3.2

(i) The minimum required experience is:

**Completion of detailed project report of Urban Transportation Projects for a total length of not less than 30 Km during the last three years.**

(ii) Reports which are part of the assignment must be written in the

English language:

3.3 Consultant must submit only one original proposal consisting of technical & Financial proposal, (each must be hard bounded for consideration/evaluation) along with sealed soft copies. Any proposal

submitted in loose form or in spiral binding or in Box files shall not be evaluated.

- 4.1 The address for submission of proposal is:

**The Managing Director,**  
HYDERABAD GROWTH CORRIDOR LIMITED  
Ground floor,, HMDA complex, Tarnaka  
Secunderabad-500007, India  
Tel: - 040-27002913, Fax: - 040-27002746, 27003271

The information on the outer envelope should also include:

#### **4.2 PROPOSALS FOR CONSULTANCY PACKAGE OF**

**Consulting Services for *preparation of Detailed Project Report for Improvement of Radial Road No. 5 & 15 in Hyderabad being taken up with the loan assistance of JICA.***

- 4.3 Proposals must be submitted not later than the following date and time:  
20-05-2011 upto 15.00 hrs.

The Technical Proposals will be opened on 20-05-2011  
at 16.00hrs.

- 5.1 The address to send information to the Client is:

The Managing Director,  
HYDERABAD GROWTH CORRIDOR LIMITED  
Ground floor, floor, HMDA complex, Tarnaka  
Secunderabad-500007, India  
Tel: - 040-27002913 Fax: - 040-27002746, 040-27003271.  
Email: [CGMHGCL@GMAIL.com](mailto:CGMHGCL@GMAIL.com), [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com)

## Form of Contract

### INDIA

#### **CONTRACT FOR CONSULTING SERVICES FOR "Preparation of Detail Project Report for IMPROVEMENT OF RADIAL ROAD Nos. 5 & 15 in Hyderabad being taken up with the loan assistance of JICA."**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ of the month of **2011**, between, Hyderabad Growth Corridor Ltd, Ground floor HMDA Complex, Tarnaka, Hyderabad-500 007, Andhra Pradesh, INDIA. (Hereinafter called the "Client") on the one hand, and, " \_\_\_\_\_ " (hereinafter called the "Consultants") on the other hand.

WHEREAS

- (A) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- (B) the Consultants, having represented to the Client that they have the required professional skills, 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:
    - (d) Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
  - 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) 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  
(HGCL)

By  
Authorized Representative

FOR AND ON BEHALF OF  
(Consultant)

By  
Authorized Representative

Witness

1. Signature  
Name  
Address

2. Signature  
Name  
Address

Witness

1. Signature  
Name  
Address

2. Signature  
Name  
Address

**CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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 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;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (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) “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.
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;

- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (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 agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing the 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 Heading**

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 **Letter of Acceptance** hereto and, where the location of a particular task is not so specified, at such locations, whether in India 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 the entire 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 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 shall pay all 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 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 Two (2) 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. 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 Seven (7) 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 fifteen (15) 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 Ten (10) 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 Ten (10) 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 Twenty (20) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 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 2.8 hereinabove, within Ten (10) 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 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;
- (d) Deleted
- (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 Twenty (20) days; or

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

### 2.9.2 **By the Consultants**

The Consultants may, by not less than Ten (10) day's 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 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 Twenty (20) 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 Consultant are unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
  
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

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

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 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 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 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 2.9.1 or 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 3.9 or 3.10 hereof.

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

Upon termination of this Contract pursuant to Clauses 2.9.1 or 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):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including 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 2.9.1 or in Clause 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 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. OBLIGATIONS 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 Personnel, 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 and agents 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 **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 relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### 3.3 **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.

### 3.4 **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 Special Conditions (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.

### 3.5 **Reporting Obligations**

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

### 3.6 **Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services 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. Restrictions about the future use of these documents shall be as specified in the SC.

(3.7) Deleted

#### 4. **CONSULTANTS' PERSONNEL**

##### 4.1 **General**

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

#### 5. **OBLIGATION OF THE CLIENT**

##### 5.1 Assistance and Exemptions

(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;

##### 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 will 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 consultants 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 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 at the times and in the manner specified, 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 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 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 6 of this Contract.

## 6. **PAYMENT TO THE CONSULTANTS**

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

- (a) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Appendix I**.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 **Currency of Payment**

- (a) The payment shall be made in Indian Rupees.

### 6.3 **Mode of Billing and Payment**

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

#### (a) **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 DPR	60%
2	On approval of DPR	20%
3	On completion of Civil Contract Works or 3 years after approval of DPR which ever is earlier.	20%
	<b>TOTAL</b>	<b>100%</b>

- (b) Deleted
- (c) The Client shall cause the payment of the Consultants in Para 6.3 (a) above as given in schedule of payment. No Interests can be claimed by Consultant if there is delay in payment
- (d) The final payment under this Clause shall be made as per schedule indicated in Cl. 6.3 (a).
- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

## **7. Responsibility for Accuracy of Project Documents**

### **7.1 General**

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

### **7.2. Retention Money**

**An amount equivalent to 20% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or 3 years after completion of the Consulting services whichever is earlier.**

### **7.3. Penalty**

#### **7.3.1. Penalty for Error/Variation**

If variation in any of the main quantities of work like earth work including sub grade, GSB, WMM, Bituminous works (BM/DBM/AC/BC), drains, total concrete quantities and reinforcing steel in bridge works or overall project cost, found during execution is more than +/- 25%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution.

**7.3.2 Penalty for delay**

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

**7.4 ACTION FOR DEFICIENCY IN SERVICES**

**7.4.1 Consultants liability towards the Client**

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

**7.4.2 Warning / Debarring**

In addition to the penalty as mentioned in Para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of HGCL, other penal action including debarring for certain period may also be initiated as per policy of HGCL.

**8. FAIRNESS AND GOOD FAITH**

**8.1 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.

**8.2 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 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 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.

### **9.2 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.

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**SPECIAL CONDITIONS OF CONTRACT**

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## SPECIAL CONDITIONS OF CONTRACT

Number of  
GC Clause

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

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

1.2 Deleted

1.3 Deleted

1.4 The language is: **English**

1.5 Deleted

1.6.1 The addresses are:

For the Client : Managing Director,  
Hyderabad Growth Corridor Ltd.,  
Ground Floor, HGCL Complex, Tarnaka, Hyderabad,  
Andhra Pradesh, INDIA

For the Consultants :

,  
Hyderabad-500008

Attention :

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.

1.7 Deleted

1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants):

1.9 The Authorized Representatives are:

For the Consultant : .

1.11 The Consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) 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:**

- a) The contract has been approved by the HGCL.
  - b) The consultant will furnish with in 15 days of the issue of letter of acceptance, a unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank) for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of **three years** beyond the date of completion of services. The Bank Guarantee (***shall be extendable till the completion of civil contract works***) will be released by HGCL upon successful completion of services and rectification of errors if any, found during implementation of services.
- 2.2 The time period shall be “Fifteen Days” or such other time period as the parties may agree in writing.
- 2.3 The time period shall be “Five days” or such other time period as the Parties may agree in writing.
- 2.4 The time period shall be **50 days** or such other time period as the parties may agree in writing.
- 3.1 Limitation of the Consultants’ Liability towards the Client
- (a) Except in case of 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) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure 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.

(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.

4.0 Deleted

5.0 Deleted

6.1 Deleted

6.2 Deleted

**6.3 (a) No advance payment will be made.**

**6.3(b) to 6.3(d) Deleted**

**6.3 (f) The account is: .....Consultants**

**7.0 Deleted**

**8.0 Deleted**

**9.1 Deleted**

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

**9.2.1 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 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 later 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 8.3 (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.

### **9.2.2 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

### **9.2.3 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.

### **9.2.4 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.

### **9.2.5 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 [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (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.

**Terms of reference containing, inter-alia, the Description of the  
Services and Reporting Requirements**

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*Consulting Services for Preparation of  
Detailed Project Report for Improvement of  
Radial road Nos. 5 & 15 in Hyderabad being  
taken up with loan Assistance of JICA.*

# *TERMS OF REFERENCE*

## *Terms of Reference for Consultancy Services*

### 1. **General**

- 1.1 HYDERABAD GROWTH CORRIDOR LIMITED (HGCL), Joint venture Company of Hyderabad Metropolitan Development Authority (HMDA) and Infrastructure Corporation of Andhra Pradesh is mandated to take up construction of the Outer Ring Road to Hyderabad City. The Outer Ring Road approximately of 158 km length connects Patancheru - Shamshabad - Pedda Amberpet - Ghatkesar - Shamirpet - Medchal -Patancheru providing connectivity to the existing and proposed major growth centers and linking all the State and National Highways passing through Hyderabad. The ORR works are proposed to be taken up in two phases. The works under Phase I & Phase II A comprising of 86.68 Km from Gachibowli to Shamshabad, Narsingi to Patancheru, Pedda Amberpet to Shamshabad and Patancheru to Shamirpet were already awarded and the same are under progress. As part of connectivity from Inner Ring Road (IRR) to ORR, it is proposed to improve the identified Radial Roads. Improvements & widening of Radial Roads 2, 3, 4,25,28,29 and 33 were taken up and completed.
- 1.2 In view of the importance, HGCL proposed to develop Radial roads that lead the Traffic to ORR. The work is proposed to be taken up under loan assistance of JICA. To leverage the available limited resources, the radial roads are prioritized based on their potential Traffic generation and

improvement works have to be taken up accordingly. Feasibility studies were carried out duly considering the available studies and traffic data undertaken by various departments such as MCH, R & B Dept., HGCL, & JNTU etc., and keeping in view projects such as International Airport, IT/growth Corridors etc., Based on review of these studies on Project context it is prioritized to improve the radial roads. Detailed Project Report with road inventory survey needs to be carried out. Accordingly it is proposed to engage consultants for carrying out preparation of DPR for following Radial roads.

<b>Radial Road No.</b>	<b>Starting Point</b>	<b>Ending Point at ORR</b>	<b>Road Length (Km)</b>	<b>Proposed Lane width</b>
R.R. No-5	Shaikpet	Kokapet	6.00	2 lane
R.R. No-15	Radika Junction on Tirmalgiri Kushaiguda road	Yadgiripally Junction	18.00	2 lane

- 1.3 HGCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants should be of international level both in terms of quality and adherence to the agreed time schedule.
- 1.4 Hyderabad in one of major cities in India and is one of the growing cities in India. The total extent of Hyderabad Metropolitan area (HMA). The total population of HMA is about 63.83 Lakhs as per 2001 census.
- 1.5 HYDERABAD GROWTH CORRIDOR LIMITED (HGCL) is a statutory agency of Government of Andhra Pradesh, with the responsibility of planning and developing the HMA in association with various other sectoral agencies. HGCL prepares various planning documents including the Master Plan for HMA and formulates Urban Development schemes at the metropolitan level with specific reference to infrastructure development decongestion etc.,
- 1.6 Project Background:**
- i. The Master Plan prepared by HGCL lays emphasis on land use, transportation network and development of satellite townships in

the Hyderabad Metropolitan Area. The Master Plan envisages a hierarchy of roads for providing access to residential and commercial areas and to meet the increased travel needs.

- ii. HGCL has taken up Outer Ring Road Project and improvements to the radial roads for providing orbital linkage and major arterial roads, so as to facilitate smooth traffic flow on existing major arterials and Ring Roads. This would also facilitate in dispersing urban growth.

### 1.7 **Profile of the Radial Roads.**

- i. The Radial roads are existing National Highways, State Highways and other identified Major Arterials. A key Map showing all the Radial roads identified is enclosed.

## 2. **Objective**

The objectives of the study are as follows:

- 2.1 Based on the Feasibility studies/Traffic studies the consultant shall prepare of DPR.

## 3. **Scope of Services**

The Scope of the Study of this assignment comprises the following:

### 3.1 **Topographic Survey.**

The Consultant shall carry out topographic survey using equipment and procedures which will result in the development of computer based terrain model and quantities of earthwork and other items required. Based on this, the detailed cost estimates may be prepared by the Consultant

The Consultant shall carry out detailed surveys of the existing land width and as per the Master Plan road width. At all intersections additional area up to a radius of 500 mts shall be surveyed.

The Consultant shall prepare detailed Right of Way (RoW) plans duly establishing the boundaries with the assistance of HGCL authorities. Detailed road way plans shall also be prepared.

- 3.3 Deleted

### 3.3 **Engineering Studies.**

#### (a) Roads.

i) The Consultant shall carry out detailed survey for the whole road length and finalise:

- horizontal alignment and vertical profile
- adequate slope protection works
- cross drainage works/bridges

The standards to be adopted shall satisfy the requirements of highways. The right of way available should also be assessed and marked on the ground

ii) The consultant shall document the above and present them in strip plans, longitudinal sections and cross section sheets.

### 3.4 **Engineering Design.**

The Consultant shall design each component of the road, including CD works/bridges based on the surveys and investigations. Plan and profile sheets, setting out, all information on existing features, construction limits, RoW limits, typical cross sections, intersection layouts, location of drainage structure etc., shall be furnished in the engineering drawing report.

### 3.5 **Estimation of Costs.**

The consultant shall prepare detailed rate analysis and Schedule of Quantities to estimate the project cost with a accuracy of  $\pm 3\%$ . The cost shall include the impact of price and physical contingences, supervision and monitoring expenses and environmental mitigation plan if any, shifting of utilities, environmental and R & R costs, costs of lighting.

## 4. **General**

### 4.1 **Primary Tasks.**

General Scope of Services shall cover but be not limited to the following major tasks.

- i. *Review of all available reports and published information about the project roads and the project influence area.*
- ii. *Detailed reconnaissance;*
- iii. *Detailed topographic surveys using Total Stations and GPS*
- iv. *Detailed design of road, its x-sections, horizontal and vertical alignment.*
- v. *Design of complete drainage system and disposal point for storm water.*
- xv. *Strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over and underground) and the scheme for*

*their relocation, trees to be felled and planted reports documents and drawings arrangement of estimates for cutting of trees and shifting of utilities from the concerned department and land acquisition requirements including schedule for LA, if required.*

#### **4.2 Standards and Codes of Practices.**

- 1) All activities related to field studies, design and documentation shall be done as per the latest guidelines / circulars of MORTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standard practices, such as, British and American Standards and various GO's of GOAP may be adopted. The Consultants, upon award of the Contract, may finalise this in consultation with HGCL and reflect the same in the inception report.
- 2) All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC: 71-1977.

#### **4.3 Review of Data and Documents**

1. The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to the following.
  - i. Climate;
  - ii. Survey and evaluation of locally available construction materials.
  - iii. Type and location of existing utility services (e.g., Fiber Optical Cable, O/H and U/G Electric, Telephone line, Water mains, Sewer, Trees etc.)
  - iv. *Details of sanctioned / on-going works on the stretch sanctioned by MOSRT&H/ other agencies for Tie-in purposes*
  - v. *Type and location of existing utility services (e.g. Fibre Optical Cable, O/H and U/G Electric, Telephone line, Water mains, Sewer, Trees etc.)*
  - vi. *Traffic studies as per Feasibility report and other data available with other Departments such as MCH, R&B , JNTU etc.,*

4.4 Deleted

#### **4.5. Engineering Surveys and Investigations**

##### **4.5.1 Reconnaissance and Alignment**

1. The Consultants should make an in-depth study of the available land width (ROW) topographic maps, satellite imageries and air photographs of the project area and other available relevant information collected by them

concerning the existing alignment. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition.

2. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include;
  - i topographical features of the area;*
  - ii. typical physical features along the existing alignment within and outside ROW i.e. land use pattern;*
  - iii. possible alignment alternatives at congested places/ identified bottle necks.*
  - iv. preliminary identification of improvement requirements including treatments and measures needed for the cross-roads;*
  - vi. sections through congested areas;*
  - viii. inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections (type, cross-road category, location) urban areas (location, extent), geologically sensitive areas, environmental features:*
  - ix. critical areas requiring detailed investigations; and,*
  - x. requirements for carrying out supplementary investigations.*
  - xi. soil (textural classifications) and drainage conditions*
  - xii. type and extent of existing utility services along the alignment (within ROW).*
3. The data derived from the reconnaissance surveys are normally utilised for planning and programming the detailed surveys and investigations. All field should be taken up on the basis of information derived from the reconnaissance surveys.
4. The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
5. The data obtained from the reconnaissance surveys should be compiled in the tabular as well as graphical (chart) form indicating the major physical features and the proposed widening scheme for HGCL's comments. The data and the charts should also accompany the rationale for the selection of traffic survey stations.

#### 4.5.2 Topographic Surveys

1. The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.
2. The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. The detailed field surveys shall be carried out using high precision instruments i.e., Total stations. The data from the topographic surveys shall be available in (x, y, z) format for use in a sophisticated digital terrain model (DTM). The Consultants would be fully responsible for any inaccuracy in surveys.
3. The detailed field surveys would essentially include the following activities:
  - i. *Topographic Surveys along the Existing Right of Way (ROW): Running a continuous open Traverse along the existing road and realignments, wherever required and fixation of all cardinal points such as horizontal intersection points (HIP's). Center points and transit points etc. and properly referencing the same with a pair of reference pillars fixed on either side the center line at safe places within the ROW.*
  - ii. *Collection of details for all features such as structures (bridge, culverts etc.,) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greater than 0.3 metre) oil and gas lines etc., falling within the extent of survey.*
4. The width of survey corridor will generally be as given under:
  - i. The width of the survey corridor should taken into account the layout of the existing alignment including the extent of embankment and cut slopes and the general ground profile. While carrying out the field surveys, the widening scheme (i.e., right, left or symmetrical to the center line of the existing carriageway) should be taken into consideration so that the topographic surveys cover sufficient width beyond the center line of the proposed divided carriageway. Normally the surveys should extend a minimum of 50 m beyond either side of the center line of the proposed divided carriageway or land boundary or the Master plan widths of the radial roads. Whichever is more?
  - ii. In case the reconnaissance survey reveals the need for bypassing the congested locations, the traverse lines would be run along the possible alignments in order to identify and select the most suitable

alignment for the bypass. The detailed topographic surveys should be carried out along the bypass alignment approved by HGCL. At locations where grade separated intersections could be the obvious choice, the survey area will be suitably increased. Filed notes of the survey should be maintained which would also provide information about soil, drainage etc.,

- iii. The width of the surveyed corridor will be widened appropriately where developments and / or encroachments have resulted in requirement for adjustment in the alignment, or where it is felt that the existing alignment can be improved upon through minor adjustments.
- iv. Where existing roads cross the alignments, the survey will extend a minimum of 200 m either side of the road center line and will be of sufficient width to allow improvements, including at grade intersection to be designed.

#### 4.5.2.1 **Longitudinal and Cross – Sections**

The topographic surveys for longitudinal and cross – sections shall cover the following:

- i. *Longitudinal section levels along final centre line at every 25 m interval, at the locations of curve points, small streams, intersections and at the locations of change in elevation.*
- ii. *Cross sections at every 25 m interval in full extent of survey covering sufficient number of spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves.*
- iii. *Longitudinal and cross sections for cross roads for length adequate for design and quantity estimation purposes.*
- iv. *Longitudinal and cross sections for major and minor streams as per recommendations contained in IRC Special Publication No. 13 (Guidelines for the design of Small Bridges and Culverts) and IRC: 5-1998 (“Standard Specifications & Code of Practice for Road Bridges, Section I – General Features of Design”)*

#### 4.5.3.1 **Road Inventory Surveys.**

- 1. Detailed road inventory surveys shall be carried out to collect details of all existing road and pavement features along the existing road sections. The inventory data shall include but not limited to the following:
  - i. *terrain (flat, rolling, mountainous);*
  - ii. *land-use (agricultural, commercial, forest, residential etc) @ every kilometer;*

- iii. *carriageway width surfacing type @ every 500m and every change of feature whichever is earlier, Pavement composition, Condition Survey, roughness using Bump integrator, structural strength using Benkelman beam deflection & by test pits @ 500 m.*
  - iv. *shoulder surfacing type and width @ every 500m and every change of feature whichever is earlier;*
  - v. *sub-grade / local soil type (textural classification) @ every 500m and every change of feature whichever is earlier, Sub grade Characteristics and strength, Geo-Technical investigations & sub soil investigation.*
  - vi. *horizontal curve; vertical curve*
  - vii. *road intersection type and details, at every occurrence;*
  - viii. *retaining structures and details, at every occurrence;*
  - ix. *location of water bodies (lakes and reservoirs), at every occurrence; and,*
  - x. *land width i.e., ROW.*
  - xi. *culverts, bridges and other structures (type, size, span arrangement and location), Conditional survey for bridge, culverts and structures, Hydraulic and Hydrological Investigations*
  - xii. *Existing utility services on either side within ROW.*
  - xiv. *General drainage conditions*
  - xv. *Design speed of existing road*
2. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored in computer files using simple utility packages, such as EXCEL.

#### 4.6.1 Design Standards.

1. The Consultants shall evolve Design Standards and material specifications for the Study primarily based on IRC publications, MORTH Circulars and relevant recommendations of the international standards (American, Australian, British, Canadian, and Japanese) for approval by HGCL.
2. The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, traffic safety and materials.

#### 4.6.2. Geometric Design

1. Based on the data collected from topographic surveys, the sections with geometric deficiencies, if any, should be identified and suitable measures for improvement should be suggested for implementation.
2. The detailed design for geometric elements shall cover, but not be limited to the following major aspects:

- i. *horizontal alignment;*
- ii. *longitudinal profile;*
- iii. *cross-sectional elements, including refuge lane (5m) at every 2 km.*
- iv. *junctions, intersections and interchanges;*
- v. *service roads.*

3. Deleted

4. The alignment design shall be verified for available sight distances as per the standard norms. The provision of appropriate markings and signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirements as per the standard norms.

#### 4.6.3. **Drainage System**

1. The requirement of roadside drainage system and the integration of the same with proposed cross drainage system shall be worked out for the entire length of the project road section.
2. In addition to the roadside drainage system, the Consultants shall design the special drainage provisions for sections with super-elevated carriageways, high embankments and for road segments passing through cuts. The drainage provisions shall also be worked out for road segments passing through under areas.
3. The design drainage system should show locations of turnouts / outfall points with details of outfall structures fitting into natural contours. A separate drawing sheet covering every 5km stretch of road shall be prepared.

#### 5.0. **Reports to be submitted by the Consultant to HGCL.**

- 5.1 All reports, documents and drawings are to be submitted separately for each of the traffic homogenous link of the Project Road. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

5.2 Deleted

- 5.3 **Time schedule:** Consultants shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame of **60 days** for becoming eligible for payment.

#### 5.4 Reports and Documents to be submitted by the Consultant to HGCL.

Strip Plan  
Detailed Project Report

#### 5.5. **Strip Plan.**

1. The Consultant shall submit the following documents;
  - i. *Strip plans showing the position of existing utilities and services indicating clearly the position of their relocation;*
  - ii. *Separate strip plan showing shifting / relocation of each utility services in consultation with the concerned local authorities;*
  - iii. *The utility relocation plans should clearly show existing right-of-way and pertinent topographic details including buildings, major trees, fences and other installations such as water-mains, telephone, telegraph and electricity poles and suggest relocation of the services along with their crossings the highway at designated locations as required and prepare necessary details for submission to the Service Departments;*
2. The strip plans shall be prepared on the basis of data from reconnaissance and detailed topographic surveys.
3. The Report accompanying the strip plans should cover the essential aspects as given under;
  - i. Kilometer-wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per concerned authorities.
  - ii. Kilometer-wise account in regard to felling of trees of different type and girth and value estimates of such trees based on realistic rates obtained from concerned District forest office.
4. Kilometer-wise Strip Plans for each section (Package) shall be prepared separately for each concerned agency as suggested by HGCL.

#### 5.6 **Draft Detailed Project Report (DPR)**

1. The draft DPR submission shall consist of Main Report, Design Report, Materials Report, Engineering Report, Drainage Design Report, Package – wise Drawings.
2. The Report volumes shall be submitted as tabulated.
3. The Documents and Drawings shall be in the following format:

## **Reports:**

- i. **Volume-I, Main Report:** *This report will present the project background, social analysis of the project, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, design, cost estimation and conclusions. The report shall include Executive Summary giving brief accounts of the findings of the study and recommendations.*

*The Report shall also include maps, charts and diagrams showing locations and details of existing features and the essential features of improvement and upgrading.*

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

- ii. **Volume – II, Design Report:** *This volume shall contain design calculations, supported by computer printout of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the study..*

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

- iii. **Volume III Technical Specifications:** *The MORT&H's Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume-III: Technical Specifications shall contain the special technical specifications which are not covered by MOST Specifications for Roads and Bridges (latest edition / revision) and also specific quality control norms for the construction of works.*

- iv. **Volume IV: Rate Analysis:** *This Volume will present the analysis of rate for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges as considered in arriving at unit rates will be included in this volume.*

- v. **Volume V: Cost Estimates:** *This volume will present the contract package wise cost of each item of work as well as a summary of total cost.*

*Volume VII: Bill of Quantities: This volume shall contain the package-wise detailed Bill of Quantities for all items of works.*

- vi. **Volume VI: Bill of Quantities** : This volume shall contain the package – wise detailed Bill of Quantities for all items of work including shifting of utilities.
- vii. **Volume VII: Drawing Volume**: All drawings forming part of this volume shall be ‘good for construction drawings’. All plan and profile drawings will be prepared in scale 1:250V and 1” 2500H scale to cover one Km in one sheet. In addition this volume will contain ‘good for construction’ drawings for the following:
- a) Horizontal Alignment and Longitudinal Profile.
  - b) Cross-section @ 50m interval along the alignment with ROW
  - c) Typical Cross-Sections with details of pavement structure.
  - d) Detailed Working Drawings for individual Culverts and Cross-Drainage Structures.
  - e) Detailed Drawings for improvement of At-Grade and Grade-separated Intersections and Interchanges.
  - f) Drawings for Road Sign, Markings, and other Facilities.
  - g) Schematic Diagrams (linear chart) indicating but be not limited to the following:
    - Locations of median openings, intersections, interchanges, underpasses, overpasses, bypasses.
    - Locations of service roads
    - Location of traffic signals, traffic signs, road markings, safety features and
  - h) *All drawings will be prepared in A2 size sheets. The format for plan, cross section and profile drawings shall be finalized in consultation with concerned HGCL officers. The drawings shall also include details of BM and reference pillars, HIP and VIP. The co-ordinates of all points should be referenced to a common datum. Preferably, GTS referencing system. The drawings shall also include the locations of all traffic safety features including bays, parking areas etc.,*
  - i) *The typical cross-section drawings should indicate the scheme for future widening of the carriageway. The proposed cross-sections of road segment passing through urban areas should indicate the provisions for pedestrian movements and suitable measures for surface drainage and lighting as required.*

## 6.0 Interaction with HGCL

1. During entire period of services, the Consultant shall interact continuously with HGCL and provide any clarification as regards methods being followed and carry out modification as suggested by HGCL. A programme for various activities shall be provided to HGCL and prior intimation shall be given to HGCL regarding start of key activities such as Topographic survey etc.,
2. The HGCL officers and others Government officers may visit the site at any time, individually, collectively to acquaint themselves with the field investigation and survey works.
3. All equipment, software and books etc, required for satisfactory services for this project shall be obtained by Consultant at their own cost and shall be their property.

## 7. Payment Schedule

1. The Consultant will be paid consultancy fee as a percentage of the contract value as per the schedule given below.

S.No.	Description	<b>Payment</b>
1	On submission of DPR	60%
2	On approval of DPR	20%
3	On completion of Civil Contract Works or 3 years after approval of DPR which ever is earlier.	20%
	TOTAL	100%

## 8. Data and Software.

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

- i. **Engineering Investigations:** Road Inventory, Material Investigation including test results for binders, aggregates, materials for various components of the works, subgrade soils, axle load surveys, Sub-soil Exploration, Drainage Inventory, Inventory data for bridge and culverts etc. in MS EXCEL or any

*other format which could be imported to widely used utility packages.*

- ii. **Topographic Surveys and Drawings** : *All topographic data would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard highway design software. The drawing files would be submitted in dxf or dwg format.*
- iii. **Rate Analysis** : *The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.*

2. **Software:** The Consultant shall also hand- over to HGCL CDs containing any general software including the financial model which has been specifically developed for the project.
3. The CDs should be properly indexed and a catalogue given contents of all CDs and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to HGCL at the time of submission of the Final Report.

**HGCL**

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**Appendix-I**

The Consultant shall quote consultancy fee as rate per Km for Consultancy services to be provided as per TOR

<b>Item</b>	<b>Km</b>	<b>Rate per Km (Rs.)</b>	<b>Amount (Rs.)</b>
<b>Detailed Project Report As per TOR</b>	<b>24</b>		
<b>Service Tax</b>			
<b>Total Amount</b>			

## PROPOSAL SUBMISSION FORM

From (Name of Firm)

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To: (Name and Address of Client)

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Ladies/Gentlemen:

**Subject:" Consulting Services for preparation of Detailed Project Report for Improvement of Radial Road No. 5 & 15 in Hyderabad being taken up with the loan Assistance of JICA.**

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 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 proposed staff. 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:

Annexure-I.

PROFORMA

BANK GUARANTEE FOR Bid security

Whereas ..... (Name of the contractor) (here in after called “the Bidder”) has submitted his Proposal in response to NIT No:..... dated:..... for the work “ ..... ” (Name of work) (hereinafter called “the Bidder”).

Known all men by these present that we ..... (Name and address of bank) ..... (hereinafter called “the bank” are bound unto ..... / (Managing, Director, Hyderabad, Growth Corridor Ltd.) in the sum of \*

..... for which payment will and truly to be made to the said department, the Bank binds itself, his successors and assigns by these presents.

Sealed with the common seal of the bank this ..... day of .....200....

- The conditions of this obligation are:
- (1) If after tender opening the Bidder withdraws or modifies his Bid during the period of bid validity specified in the form of tender.
  - (2) If the Bidder having been notified of the acceptance of his bid by the department during the period of validity.
    - (a) fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders, if required, or
    - (b) fails or refuses to furnish the balance bid security and additional performance security in accordance with the instructions of Bidders.

We undertake to pay to the department up to the above amount upon receipt of his first written demand, without the department having to substantiate his demand, provided that in his demand the department will note the amount claimed by him is due to him owing to the occurrence of

one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date\*\* ..... after the dead line for submission of tenders as such deadline is stated in the Instructions to tenders or as it may be extended by the department, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE:

SIGNATURE OF THE BANK

WITNESS:

SEAL

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(Signature, name and address)

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\* The Bidder should insert the amount of the bid security in words and figures denominated in Indian rupee. This figure should be the same as shown in the NIT.

\*\* for 28 days beyond the validity of the bid..

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