

## **TERMS OF REFERENCE OF INDEPENDENT CONSULTANT**

### **SECTION 1. LETTER OF INVITATION**

**Sub.: Independent Consultancy Services for Construction of Eight lane access controlled expressway under Phase II A program of ORR Project, in the State of Andhra Pradesh, India, for the stretches from Narsingi to Patancheru from Km 0.00 to 23.70 & Pedda Amberpet to Shamshabad from Km 95.00 to 133.63 around Hyderabad City.**

1. The Hyderabad Urban Development Authority (HUDA) invites proposals for Independent Consultancy Services on the basis of International Competitive Bidding for the following two Packages in the State of Andhra Pradesh under Phase II – A Programme of ORR Project being taken up on Build, Operate and Transfer (BOT) – Annuity basis.

S.No	Consultancy Package Reference No.	Project Stretch of ORR Phase-IIA	Total Project Length (Km)	Details of Contract Packages
1	ORR/PH-IIA/BOT / IC1	Km. 0.00 - Km 23.70	23.70	The consultancy covers the following two Contract Packages. 1. AP 1 - Narsingi to Kollur from Km 0.00 to 12.00 2. AP2 - Kollur to Patancheru from Km 12.00 to 23.70
2	ORR/PH-IIA/BOT / IC2	km 95.00 - Km 133.63	38.63	The consultancy covers the following three Contract Packages. 1. AP3 - Pedda Amberpet to Bongulur from Km 95.00 to 108.00 2. AP4 - Bongulur to Tukuguda from Km 108.00 to 121.00 3. AP5 - Tukuguda to Shamshabad from Km 121.00 to 133.63

2. The BOT projects basically comprise of construction of 8 Lane Access Controlled Expressway and two lane Service Roads on either side, high embankment, RE walls, Interchanges at Major road crossings, Major and Minor Bridges across streams and culverts, Underpasses / Overpasses, ROBs etc. It would also include laying of Service Ducts along the Road or across predefined sections. The proposed

construction work will involve use of modern equipment and construction practices.

3. HUDA intends to appoint Consultants to act as Independent Consultants for implementation of the above BOT projects. As per Terms and Conditions of the Concession Agreement(s), the Independent Consultant is required to: (i) independently review activities associated with design, design review, construction and operation and maintenance of the project on behalf of both HUDA and Concessionaire so as to ensure compliance of requirements of Concession Agreement, (ii) report to HUDA on the Financial and Technical aspects of the project, (iii) assist the parties to the Concession Agreement in arriving at an amicable settlement of disputes, if any.
4. The interested Consultancy firms may obtain the RFP from HUDA office from address given below up to **31<sup>st</sup> July 2007** on all working days within 1030 hrs and 1700 hrs. IST by payment of non-refundable Demand Draft amounting to Rs. 10,000/- drawn in favour of “**Hyderabad Growth Corridor Limited (HGCL)**” payable at any Scheduled bank in Hyderabad. The RFP document is also available on websites <http://www.hudahyd.org> & [www.hyderabadringroad.com](http://www.hyderabadringroad.com). The Consultants who download the RFP document from the website will be required to pay the non-refundable fee of Rs 10,000/- (inclusive of all Taxes) at the time of the submission of the document.
5. For submission, evaluation and selection of Consultant a “single stage” process has been planned. The proposal should be submitted in three parts in three separate envelopes/packages and put together in one single outer envelope/package. The three parts of the proposal are (i) Part 1: Firms credential, (ii) Part 2: Technical Proposal and (iii) Part 3: Financial Proposal. Part 1 of the proposal would be opened first and evaluated and only the firms scoring the qualifying marks as mentioned in RFP would be considered for further evaluation. The financial proposal of only those firms, who score qualifying marks in the technical proposal would be opened and evaluated. The final selection of the firm would be based on the combined score of technical and financial proposal. The weightages to technical and financial score would be 80% & 20% respectively.
6. The total time period for the assignment as Independent Consultant will be for **48 months**.
7. A firm either individually or in joint venture/association may apply for **both packages provided they propose separate team for each**

**package.** A firm cannot be a part of other joint venture/association for applying in more than one package. In case of Joint venture / association, maximum **two** firms are permitted.

8. HUDA will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, HUDA shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
9. The three parts of the Proposal (firm's credentials, technical proposal and financial proposal) must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents. Spiral bound form, loose form, etc., will be not accepted) with all pages numbered serially, along with an index of submission. All figures quoted in the Financial Proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, HUDA will reject the Proposal.
10. RFP submission must be received not later than **1300 Hrs IST** on **1<sup>st</sup> August 2007** in the manner specified in the RFP document at the address given below.

**Chief General Manager (Technical),  
Hyderabad Growth Corridor Limited,  
2nd Floor, HUDA Complex, Tarnaka,  
Secunderabad - 500007  
A.P., India.  
Tel: 00-91-40-27002913  
Fax: 00-91-40-27003271**

## SECTION 2. INFORMATION TO CONSULTANTS

### 1 INTRODUCTION

- 1.1 You are hereby invited to submit a proposal for consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the HUDA.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 The assignment shall be implemented in various stages such as Design, Construction supervision, and Operation and Maintenance supervision. Continuation of services for the next stage shall be subject to satisfactory performance of the previous stage, as determined by the HUDA.
- 1.4 To obtain first hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the HUDA before submitting a proposal and attend a pre proposal conference as specified in the data sheet. You must inform yourself of local conditions and take them into account in preparing your proposal.
- 1.5 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) HUDA is not bound to accept any of the proposals received by it 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 We wish to remind you that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of the Project Highway and its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 1.7 Consultant 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 than 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.

- 1.8 It is the HUDA's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the HUDA:
- (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, noncompetitive 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 HUDA to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of HUDA.
- 1.9 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.
- 1.10 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, in the Financial Proposal.

- 1.11 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.

## **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 cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 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. Addenda shall be sent by mail, cable, telex, facsimile or electronic mail to all invited 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 You are requested to submit your proposal in Three Parts in 3 separate envelopes / packages and put together in one single outer envelope/package. The three parts shall be:

- Part 1: Firms Credentials,
- Part 2: Technical Proposal and
- Part 3: Financial Proposal.

The proposal shall be written in the language specified in the data sheet.

**Part 1: Firms Credentials**

- 3.2 This submission shall contain the following information/ details and should not include any other information
- Year of Establishment of Firm
  - Average annual turnover (last three years)
  - Number of Key personnel
  - Experience of the firm in DPR preparation for Highways projects during the last 7 years.
  - Experience of the firm in DPR preparation/design review/supervision of major highway structures of length more than 200m during the last 7 years.
  - Experience of the Firm as Independent Consultant or Supervision Consultant for Highway projects during the last 7 years.

**Part 2: Technical Proposal**

- 3.3 You are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.4 During preparation of the technical proposal you may give particular attention to the following:
- (i) The estimated man months for the assignment is stated in the Terms of Reference for your information. The proposal shall however be based on the number of professional staff months estimated by the firm.
  - (ii) The majority of the key professional staff proposed must be permanent staff of the firm. The Permanent staff will be considered those employed with the firm for at least 1 year. More weightage will be given to the personnel employed with more years with the firm.
  - (iii) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
  - (iv) A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
  - (v) Joint venture are allowed as detailed in the data sheet

3.5 Your technical proposal must provide the following information, using but not limited to the formats attached in the Appendix I.

- i. A brief description of the firm's organisation and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
- iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- iv. CVs recently signed in blue ink on each page by both the proposed professional staff and the authorised representative submitting the proposal. Key information should include years with the firm and degree of responsibility held in various assignments. Photocopy or unsigned CVs shall not be evaluated.
- v. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and
- vi. Any additional information requested in Data Sheet.

3.6 The technical proposal must not include any financial information.

### **Part 3: Financial Proposal**

3.7 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. It lists all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) rentals/fixed 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 and if appropriate into foreign and local expenditures.

- 3.8 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.
- 3.9 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 shall be prepared in indelible ink. It shall contain no interlineation 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 You must submit one original proposal only. The envelope must be clearly marked.

#### **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE"**

- 4.4 This outer envelope shall include three separate envelopes, each clearly marked as "Part 1: Firms Credentials", "Part 2: Technical Proposal" or "Part 3: Financial Proposal" (each envelope indicating original or copy as appropriate).
- 4.5 The proposal must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document -spiral bound form, loose form, etc. will be not accepted) with all pages numbered serially, along with an index of submissions. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape.
- 4.6 Your completed proposal must be delivered on or before the time and date stated in the data sheet.

## **5. PROPOSAL EVALUATION**

- 5.1 A three - stage procedure shall be adopted in evaluating the proposals : (i) Firms Credentials, firms securing the qualifying marks mentioned in Clause 5.2 will be eligible for Technical and Financial evaluation (ii) Technical Evaluation, firms securing the qualifying marks mentioned in Clause 5.3 will be eligible for Financial evaluation and (iii) Financial Evaluation.

### **Firms Credentials**

- 5.2 The envelope containing the Firms Credentials shall be opened at **1500 Hrs IST on 1<sup>st</sup> August 2007** in the presence of the bidders who choose to attend. The other two envelopes containing Technical and Financial Proposals will remain sealed and unopened. The Evaluation Committee appointed by the HUDA shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. The firms should score at least 70 marks for qualifying to the next stage

### **Technical Proposal**

- 5.3 The Evaluation Committee appointed by the HUDA shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score at least 75 points to be considered responsive for financial evaluation.

### **Financial Proposal**

- 5.4 After the evaluation of technical proposal 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 simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, 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.

- 5.6 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 formers will prevail. In addition to the above corrections, 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 Financial 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.
- 5.7 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the proposals shall be computed as follows :  $Sf = 100 \times Fm / F$  (F-amount of financial proposal).
- 5.8 Proposals shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the data sheet.

## **6. NEGOTIATIONS**

- 6.1 Prior to the expiration period of validity of proposal, the HUDA shall notify the successful firm who submitted the highest scoring proposal in writing by registered letter, cable telex or facsimile and invite it to negotiate the contract.
- 6.2 Negotiations normally take two to five days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical

proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the ToR. Agreement must then be reached on the final ToR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from the HUDA to ensure satisfactory implementation of the assignment.

- 6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 6.5 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man months rates).
- 6.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the HUDA expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. HUDA shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.7 The negotiations shall be concluded with a review of the draft form of Contract. The HUDA and the firm will finalise the contract to conclude negotiations.

## **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 successful firm with whom the Contract is signed is expected to commence the assignment on the date and at the

location specified in the data sheet.

**8. CONFIDENTIALITY**

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**  
**(As Mentioned in Information to Consultants)**

**Sub clause No. in Information to Consultants**

1.4 **Pre-Proposal Conference shall be held at: no pre-proposal conference shall be held.**

1.11.1 the proposal shall be valid for 120 days after the last date of submission.

2.1 Clarification may be requested 15 days prior to last date of submission.  
The address for requesting clarification are:

**Chief General Manager (Technical),  
Hyderabad Growth Corridor Limited,  
2nd Floor, HUDA Complex, Tarnaka,  
Secunderabad - 500007  
A.P., India.  
Tel : 00-91-40-27002913  
Fax : 00-91-40-27003271**

3.1 The Language of documents and correspondence will be English

3.4 Limitations to joint ventures or sub-consultant are: Joint Venture consisting of maximum two firms are permitted. In case of JV the experience of both the firms shall be counted. Incase of association / sub-consultant the experience of associated firm / sub-consultant shall not be counted whereas the key personnel of the associated firm would be considered for evaluation.

All the personnel shall have working knowledge of English and all the reports etc shall be written in English.

3.8 Taxes – consultants are requested to consult Tax Consultants for details.

3.9 The Consultants to state local cost in INR.

4.6 The time and date of submission **1300hrs (IST) on 1<sup>st</sup> August 2007.**

5.2 Firms Credentials

<b>S. no</b>	<b>Description</b>	<b>Marks</b>
1	Year of Establishment of Firm	10
2	Average annual turnover (last three years)	10
3	Number of Key personnel	10
4	Experience of the firm in DPR preparation for Highways projects during the last 7 years.	10

5	Experience of the firm in DPR preparation/design review/supervision of major highway structures of length more than 200m during the last 7 years.	10
6	Experience of the Firm as Independent Consultant or Supervision	50
	<b>TOTAL</b>	<b>100</b>

The firms should score at least 70 marks for qualifying to the next stage.

### 5.3 The points assigned to Technical Evaluation criteria are :

<b>S.No.</b>	<b>Description</b>	<b>Marks</b>
1	Specific Experience of the firm related to the assignment	20
2	Adequacy of the proposed work plan and methodology in response to the ToR	05
3	Qualifications and competence of the key staff for the assignment	75
	<b>Total</b>	<b>100</b>

Sub criteria for Specific Experience of the firm related to the assignment

Experience as Independent Consultant / in Construction Supervision in Highway Projects	12
Experience in DPR preparation for Highway Projects	4
Experience in Construction Supervision/DPR /Design Review of Major structures having length of more then 200 meter.	4

Sub criteria for Adequacy of the proposed work plan and methodology in response to the ToR

Comments & Suggestions on TOR	1
Quality of Approach and Methodology	3
Work Programme & Manning Schedule	1

Qualification and competence of key staff for the assignment. The weightage for various key staff are as under:-

<b>Key Personnel</b>	<b>Marks.</b>
Team Leader Cum Senior Highway Engineer	<b>18</b>
Senior Pavement Specialist	<b>7</b>
Senior Bridge Design Engineer	<b>9</b>
Highway Design Engineer	<b>8</b>
Bridge/Structural Engineer	<b>9</b>
Road Safety Expert	<b>3</b>
Highway Engineer	<b>9</b>
Senior Quality cum Material Expert	<b>12</b>

Sub criteria for qualification of key staff

General qualifications	25
Adequacy for the project	70
Experience in Region and language	5

The technical proposal should score at least 75 points to be considered responsive for financial evaluation.

5.8 The weightage given to technical proposal is 80%.  
The weightage given to financial proposal is 20%.

7.2 Commencement of Assignment: The firm shall begin carrying out the services within one month of signing of the Consultancy Agreement.

### **SECTION 3. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS**

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of Establishment of Firm
- Average annual turnover (last three years)
- Number of Key personnel
- Experience of the firm in DPR preparation for Highways projects during the last 7 years.
- Experience of the firm in DPR preparation/design review/supervision of major highway structures of length more than 200m during the last 7 years.
- Experience of the Firm as Independent Consultant or Supervision Consultant for Highway projects during the last 7 years.

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2003-2004, FY 2004-2005 and FY 2005-2006) and provisional accounts for whole / part of FY 2006-07 as the case may be. For claiming experience of Highway projects completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

### Appendix A

#### Firms credentials (to be filled by each of the constituent firm in case of JV).

1. Name of the packages to be applied for:-
2. Year of establishment of firm.

Consultant	Year of Establishment	Country	Type of Organisation			
			Individual	Partnership	Corporation	Other
Lead Partner						
Other Partner						

3. Office/Business Address/Telephone nos./Cable Address.
4. Consulting firms former name and year of establishment.
5. Narrative description of firms (Use other sheet, if necessary)
6. Name of, not more than two (2) principals who may be contacted with title and telephone number /fax number.
7. Number of Personnel in the Organisation.

Discipline	Number
<b>Key Personnel</b>	<b>With experience more than 10 years and associated with the firm with at least 1 year.</b>

8. Financial Statement of the last three years.

Sl. No.	Particulars	2005-2006	2004-2005	2003-2004
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Current Assets			
iv.	Total Liabilities			
v.	Current Liabilities			
vi.	Net Worth			
vii.	Working Capital			
viii.	Net Profit.			

- Note:
- i) The amount shall be stated in INR.
  - ii) The currency conversion rate for the respective years shall be mentioned for other international currencies.
  - iii) The application with amount stated in currencies other than INR shall be treated as non responsive.

9. HIGHWAY PROJECTS HANDLED BY THE CONSULTING FIRMS DURING THE LAST SEVEN YEARS (Only those projects to be included, which are supported by the certificate of the Engineer/Employer mentioning that the consultancy work has been completed satisfactorily or has been substantially completed in case of project supervision works (substantial completion means 90% works in financial value having been executed) satisfactorily.

10. Supporting Statements to Employer's Certificates may be furnished giving full details of the projects carried out as below:

Sl. No.	Projects Name/Year	Type of Services Rendered	Length of Projects (kms)	Employer	Duration.
1	2	3	4	5	6

Name of the Project: \_\_\_\_\_

Owner's Name and Address: \_\_\_\_\_

Completion (Actual and Estimated): \_\_\_\_\_

Description of Project: \_\_\_\_\_

Description of Services Provided by the Firm:

\_\_\_\_\_

I certify that the information in the above Expression of Interest forms is true to the best of my knowledge.

**PRESIDENT/MANAGING DIRECTOR OR  
AUTHORIZED SIGNATORY#**

SUBSCRIBED AND SWORN to before me this

\_\_\_\_\_ date of \_\_\_\_\_,

200 \_\_\_\_\_ at \_\_\_\_\_.

# Please attach Power of Attorney as described or valid authorisation.

**NOTARY PUBLIC**

**SECTION 4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL**

<b>Appendix B-1</b>	Technical proposal submission form.
<b>Appendix B-2</b>	Firm's references
<b>Appendix B-3</b>	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the HUDA.
<b>Appendix B-4</b>	Approach paper on methodology and work plan for performing the assignment.
<b>Appendix B-5</b>	Composition of the team and task(s) of each team
<b>Appendix B-6</b>	Curriculum vitae of proposed professional staff.
<b>Appendix B-7</b>	Time schedule for deployment of professional personnel
<b>Appendix B-8</b>	Activity (works) schedule.

**APPENDIX B-1**

Technical Proposal submission Form.

FROM (Name of Firm) To: (Name and Address of Client)

_____	_____
_____	_____
_____	_____

Ladies/Gentlemen:

**Subject: Independent Consultancy Services for Construction of Eight lane access controlled expressway under Phase II A program of ORR Project, in the State of Andhra Pradesh, India, for the stretches from Narsingi to Patancheru from Km 0.00 to 23.70 around Hyderabad City.**

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.

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,

Authorised Signature

Name and Title of Signatory: Name of Firm:

Address:

**APPENDIX B-2 : FIRM'S REFERENCES****Relevant Services Carried Out in the Last Seven 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 :		Professional Staff Provided by Your Firm:
Name of Client :		No. of Staff :
Start Date (Month/Year)	Completion Date (Month / Year)	No. of Staff-Months :
		Approx. Value of Services (in Current INR)
Name of Associated Consultants, if any:		No. of Months of Professional Staff. Provided by Associated Consultants :
Name of Senior Staff involved :		
Narrative Description of Project :		
Description of Actual Services Provided by Your Staff :		

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

**Note: In case of claiming experience of Highway projects completion certificate from employer must be enclosed.**

**APPENDIX B-3 : COMMENTS AND SUGGESTIONS OF CONSULTANTS  
ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES  
TO BE PROVIDED BY THE HUDA**

On the Terms of Reference :

- 1.
- 2.
- 3.
- 4.

On the services and facilities to be provided by the HUDA

- 1.
- 2.
- 3.
- 4.
- ....

**APPENDIX B-4 : APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

**APPENDIX B-5 : COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER****1. Technical/Managerial Staff**

<b>Sl. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task</b>
1			
2			
3			
4			

**2. Support Staff**

<b>Sl. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task</b>
1			
2			
3			
4			

## APPENDIX B-6 : 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 : .....  
 Membership of Professional Societies .....  
 Detailed Task Assigned : .....

### Key Qualifications :

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

### Education :

[Summarise college/university and other specialised education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

### Employment Record :

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

### Languages :

[For English language indicate proficiency : excellent, good, fair, or poor; in speaking, reading, and writing]

### Certification

I, the undersigned, (Name and Address) certify that I have not left any assignment with the consultants engaged by Government Organization / contracting firm (firm to be supervised now) for any continuing work of Government Organization without completing my assignment. I will be available for the entire duration of the current project (named.....). if I leave this assignment in the middle of the completion of the work, HUDA would be at liberty to debar me from taking any assignment in any of the Government Organization works for an appropriate period of time to be decided by HUDA. I have no objection if my services are extended by HUDA for this work in future.

.....Date :.....

[Signature of staff member or authorised representative of the Firm]

Day/Month/Year.

**APPENDIX B-7: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

**A. Activity Schedule**

APPENDIX B-7	Name	Position	Month wise Program (in the form of Bar Chart) [1st, 2nd, etc., are months from the start of assignment]													
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th and Subsequent years	Number of Months	
TIME SCHEDULE FOR PROFESSIONAL PERSONNEL																
S.No.																
1																Subtotal (1)
2																Subtotal (2)
3																Subtotal (3)
4																Subtotal (4)
-																-
-																-

**APPENDIX B-8: ACTIVITY (WORKS) SCHEDULE****A. Activity Schedule**

<b>APPENDIX B-8 ACTIVITY (WORKS) SCHEDULE</b>		<b>Month wise Program (in the form of Bar Chart) [1st, 2nd, etc., are months from the start of assignment]</b>											
<b>S.No.</b>	<b>Item of Activity (Works)</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>	<b>7th</b>	<b>8th</b>	<b>9th</b>	<b>10th</b>	<b>11th</b>	<b>12th</b>
1													
2													
3													
4													
-													
-													

**B. Completion and Submission of Reports**

<b>S. No</b>	<b>Reports :</b>	<b>Programme : (Date)</b>
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as Completion Report	

**SECTION 5. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.**

**Appendix C-1** Financial proposal submission form

**Appendix C-2** Summary of costs

**Appendix C-3** Breakup of costs - Remuneration for Local Staff

**Appendix C-4** Breakup of Costs for Expatriate Staff.

**APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM**

**FROM :** (Name of Firm)

**TO :**

**Chief General Manager (Technical),  
Hyderabad Growth Corridor Limited,  
2nd Floor, HUDA Complex, Tarnaka,  
Secunderabad - 500007  
A.P., India.**

**Subject : Independent Consultancy Services for Construction of Eight lane access controlled expressway under Phase II A program of ORR Project, in the State of Andhra Pradesh, India, for the stretches from Narsingi to Patancheru from Km 0.00 to 23.70 around Hyderabad City.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

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

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below :

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

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

We remain,

Yours sincerely,

Authorised Signature:

Name and title of Signatory:

**APPENDIX C2: SUMMARY OF COSTS**

No.	Description	Amount (:LC)*
I	<b>Local Consultants</b>	
II	Remuneration for Local Key	
III	Personnel	
IV	Supporting Staff	
V	Transportation	
VI	Duty Travel to Site	
VII	Office Rent	
VIII	Office supplies, Utilities and communication	
IX	Office Furniture and Equipment	
X	Reports and Document Printing	
XI	Survey Equipment	
	<b>Subtotal Local Consultants</b>	
	<b>Foreign Consultants</b>	
F-I	Remuneration for Expatriate Staff	
F-II	Mobilization and Demobilisation	
F-III	Accommodation for Consultants' Staff	
F-IV	Other Costs	
	<b>Subtotal Foreign Consultants</b>	
	Total Cost Net of Tax (Local & Foreign Consultants)	
Local Taxes and Duties	Tax payable in India on fees for technical services provided by foreign consultants, including duties on equipment imported.	
	Consultancy Services Tax payable in India	
	<b>TOTAL COSTS (Including Tax)</b>	

LC\* Local Currency (INR)

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Conditions of Contract.

**APPENDIX C-3 : BREAKUP OF COSTS –  
REMUNERATION FOR LOCAL STAFF**

No.	Position	Name	Year 1			Year 2			Year 3			Year 4		
			Rate	SM	Amt	Rate	SM	Amt	Rate	SM	Amt	Rate	SM	Amt
	Key Personnel													
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
	Sub-Total													
	Sub-profession al													
1.		TBN												
2.		TBN												
3.		TBN												
4.		TBN												
5.		TBN												
6.		TBN												
7.		TBN												
8.		TBN												
9.		TBN												
10.		TBN												
	<b>Sub-Total</b>													
	<b>TOTAL</b>													

SM = Staff Month TBN = To be Named

**II. Support Staff**

No	Position	Name	Staff Months	Billing Rate ( )	Amount ( )
1					
2					
3					
4					
5					
6					
7					
8					
				<b>Total :</b>	

**III Transportation (Fixed costs)**

S.No	Description	Qty	Nos of months	Rate/ Month	Amount
1	The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. A. For use of consultants				
	<b>Total</b>				

**I V. Duty Travel to Site (Fixed Costs) Trips**

TRIPS	NO	RATE	AMOUNT

**V. Office Rent (Fixed Costs)**

The rent cost includes maintenance, cleaning, repairs, etc.

\_\_ months x

**Total**

**VI. Office Supplies, Utilities and Communication (Fixed Costs)**

No	Item	Months	Monthly Rate	Amount in Rs.
1.	Office Supplies			
2	Drafting Supplies			
3	Computer Running Costs			
4.	Domestic and International Communication			

TOTAL : -----

**VII. Office Furniture and Equipment (Rental)**

No.	Description (*)	Unit	Quantity	Rate ( )	Amount ( )
1	<b>Office Furniture (Purchase)</b>				
2					
3					
4					
5					
1	<b>Office Equipment (Purchase)</b>				
2					
3					
4					
5					
6					
7					
8					
9					
10					
				Total	

**VII. Reports and Document Printing**

<b>No.</b>	<b>Description*</b>	<b>No. of Volumes</b>	<b>No. of Copies per Volume</b>	<b>Rate per Copy ( )</b>	<b>Amount</b>
1	Monthly reports (Design and Construction)				
2	Quarterly Reports				
3	Various others reports as provided in the Concession Agreement such as Completion Report				
				<b>Total</b>	

**APPENDIX C-4 BREAKUP OF COSTS FOR EXPATRIATE STAFF.**

No.	Description	Currency*	Amount
I.	Remuneration for Expatriate Staff		
II.	Mobilisation and Demobilisation 1 International Airfares 2. Inland travel in Home Country 3. Inland Travel in Overseas Country 4. Excess Luggage Allowance 5. Unaccompanied Luggage Allowance 6. Relocation/Storage Allowance 7. Miscellaneous Travel Expense 8. Temporary Lodging during Mobilisation/demobilization 9. Establishment 10. Exit charges		
III	Accommodation of Consultant's Expatriate Staff		
IV	Other costs		
	<b>TOTAL COSTS ( )</b>		

\* local currency (INR).

**1. Remuneration to Expatriate Staff**

No.	Position	Name	Years 1 to 3		
			Rate ( )	SM	Amount ( )
			<b>Total:</b>		

**2. Mobilization and Demobilization**

1. International 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

2. Inland Travel in Home Country (Fixed Rate)

Total cost for travel between consultants' Head office and airport  
 \_\_\_x\_\_\_\_\_

3. Inland Travel in Overseas Country (Fixed Rate)

local cost for travel from the airport to hotel  
 \_\_\_x\_\_\_x\_\_\_ - \_\_\_\_\_

1. Excess Luggage Allowance (Reimbursable)

At cost per person per single trip to conform to the Official IATA rates  
 \_\_\_x\_\_\_kg. x\_\_\_\_\_

2. Unaccompanied Luggage Allowance (Fixed Rate)

At cost per family per round trip  
 \_\_\_x\_\_\_kg x\_\_\_\_\_

3. Relocation/Storage Allowance (Fixed Rate)

For long term staff with an assignment of more than 12 months  
 - family(es) x\_\_\_\_\_

4. Travel Documents and Miscellaneous Costs (Fixed Rate)

Travel documents, visa, health certificates, etc.

a) Short term staff, first trip  
 \_\_\_\_\_x\_\_\_\_\_

b) Short term staff subsequent trips  
 \_\_\_\_\_x\_\_\_\_\_

c) Long term staff first trip –  
 Family (es) x\_\_\_\_\_

d) Long term staff subsequent trip –  
 Family(es) x\_\_\_\_\_

Total \_\_\_\_\_

8. Temporary Lodging during Mobilization/Demobilization (Reimbursable)

\_\_\_\_Family x\_\_\_\_\_ day(s) x\_\_\_\_\_

9. Establishment allowance (Fixed Rate)

Expenses for legal documents in country extension Of permits, work permits, etc.

(a) For short term staff assignments less than 6 months  
 \_\_\_\_\_x\_\_\_\_\_

(b) Long term staff \_\_\_\_\_  
 person(s) x\_\_\_\_\_trip (s)\_\_\_\_\_

**Total:** \_\_\_\_\_

10. Exit Charges (Reimbursable)

Allow for expatriate staff with assignments of  
 More than 6 months \_\_\_\_\_ per exit at cost  
 \_\_\_\_\_person(s) x\_\_\_\_\_trip(s) \_\_\_\_\_

**3. Accommodation for Consultants' Expatriate Staff (Fixed Rate)**

1. Per Diem allowance Short Term Staff

Total\_\_\_\_ staff months of \_\_\_\_\_ days is\_\_\_\_ days

Reimbursement of the cost will be on actual day basis.

\_\_\_\_days x \_\_\_\_\_

2. Housing of Long Term Expatriate Staff (Fixed Rate)

Housing including furniture, costs for utilities and maintenance has to be Arranged for 1 family

\_\_\_\_months x \_\_\_\_\_

**4. Other Costs (Reimbursable)**

Purchase of documents Budget for purchase of documents, books, maps Software, International standards etc. to be Reimbursed at cost. Allow as ceiling amount

\_\_\_\_\_

**TOTAL** \_\_\_\_\_

## SECTION 6: TERMS OF REFERENCE

### 1. PROJECT BACKGROUND

1. HUDA was entrusted with the responsibility of the development of the Outer Ring Road Project (ORR) of 162 km around Hyderabad along with the development of Growth Corridor around the ORR and also the development of International class integrated townships around ORR Government of Andhra Pradesh (hereinafter referred to as "GOAP") vide G.O.Ms.No. 442 Municipal Administration and Urban Development Department dated 19<sup>th</sup> October 2004.
2. As part of the strategy for the development of ORR, HUDA floated a subsidiary viz. Hyderabad Growth Corridor Limited (HGCL), substantially owned by HUDA along-with Infrastructure Corporation of Andhra Pradesh Limited (INCAP), a 100% Government of Andhra Pradesh owned entity involved in the Infrastructure Development in the State of Andhra Pradesh.
3. HUDA as part of Phase II A now intends to implement Design, Construction, Development, Finance, Operation and Maintenance of Eight lane access controlled Expressway of 62.33 Km consisting of packages viz., Narsingi - Kollur (12 Km), Kollur - Patancheru (11.70 km) Pedda Amberpet to Bongulur (13 Km), Bongulur to Tukuguda (13.00 Km) and Tukuguda to Shamshabad (12.63 Km) on BOT (Annuity) basis for a concession of 15 years wherein HUDA will undertake the Annuity payments to the Concessionaire on semi-annual basis for a period of 12.50 years from Commercial Operation Date (COD).
4. Now HUDA invites proposals for Independent Consultancy Services to Implement design, construction, development, finance, operation and maintenance of 23.70 Kms in two Packages viz., Narsingi to Kollur (12Km), & Kollur to Patancheru ( 11.70 Km).
5. HUDA has started the process of Land Acquisition for acquiring land to accommodate the Project facilities along the Project corridor, and shall make the Land available to the Concessionaire as per the provisions of the concession agreement.  
HUDA will bear the cost of land to be acquired on the award of concerned Revenue Authority.
6. The Concessionaire shall make necessary arrangements clearing the encumbrances along the Project corridor under the directions of the concerned agencies and officials at his own cost.

7. The Concessionaire shall operate and maintain the Project Highway by itself, or through O&M Contractors including tolling contractor, if any, after carrying out improvements to comply with Standards and Specifications spelt out by the HUDA in the Concession Agreement.
8. HUDA intends to appoint an Independent Consultant (IC) to oversee the activities of the Concessionaire during Design, Construction, Operation and Maintenance of the Project Highway.

## **2. OBJECTIVES**

The objectives of consultancy service are to:

- i. Act independently and on behalf of the HUDA to review all activities associated with Design Review, Construction and O&M to ensure compliance of requirements of Concession Agreement in order to have a sound Project.
- ii. Report to HUDA on the financial and technical aspects of the project, after visiting the site at least once a week.
- iii. Assist the parties to the Concession Agreement in arriving at an amicable settlement of dispute.
- iv. Act, if required on behalf of the lenders and fulfill various reporting requirements of the lenders.

## **3. SCOPE OF SERVICES**

The scope of the Project shall include performance and execution by the Concessionaire of all Design, Construction, Development, Finance, Operation and Maintenance of Eight lane access controlled Expressway under Phase IIA program as an extension of Phase I of ORR to Hyderabad City, in the State of Andhra Pradesh, India for the packages of Narsingi - Kollur (12 Km), Kollur - Patancheru (11.70 km) on Build Operate and Transfer (BOT) Annuity basis. The Project Highway shall include but not be limited to the following:

- Road works
- Fee Collection system including buildings and related structures, hardware and software
- Communication systems
- Administration and Maintenance Depots
- Rest Area and Fuel and Service facilities
- Rest areas
- Lighting system
- Interchanges
- Bridges

- Service Roads
- Lay byes, Bus bays
- Traffic safety, Landscaping, arboriculture and other Project facilities.

The Concession Agreement envisages the appointment of an Independent Consultant (IC) by the Hyderabad Urban Development Authority (HUDA). The IC shall be, in principle, responsible for review of Designs, Drawings, Construction, Progress Monitoring, affirmation of all certifications done by the Concessionaire, etc. The IC shall be involved in day-to-day implementation of the Project. The Concession Agreement also envisages the appointment of a Consultant by the Concessionaire to undertake the design related work and the day-to-day technical audit and quality control of Construction, monitoring of progress, certification of works of the Contractor(s) to be appointed by the Concessionaire for the Project Highway. The Independent Consultant shall supervise that all the requirements of the Concession Agreement and various schedules are met by the Concessionaire and in case of any discrepancy/ deviations, he shall inform HUDA and the Concessionaire. The responsibility of the IC during various stages of Design Review, Construction and Operation and Maintenance shall be as follows but not be limited to :

### **3.1 Design Review Stage**

- i) Review the adequacy of the geotechnical and sub-soil investigations for road, bridge and other structures and building works, hydrological investigation and the topographical survey.
- ii) Review the Design and working drawings prepared for the construction of various components of the highway, bridges / structures, analysis of rates, estimates, reports and other deliverables.
- iii) To ensure the design and working drawings prepared for the construction of various components of the highways, bridges/structures are in accordance with the minimum requirements specified in Schedule A, B, C & D.
- iv) Review the impact of widening proposal on the Archaeological structures, if any.
- v) Review the Project report prepared by the Concessionaire, with respect to the traffic, toll management (only for BOT Projects), traffic management, etc.
- vi) Review the implementation schedule of Engineering, Design,

Procurement and Construction of the Project submitted by the Concessionaire.

- vii) Review the Planning and Design of way-side amenities, toll plazas, communication facilities, emergency relief arrangements, traffic operation and safety arrangements.
- viii) Review all Project contracts including Detailed Engineering and Design Consultancy Contract, Construction Supervision Consultancy contract , any other EPC contract, and O&M Contract made by the Concessionaire.
- ix) Review the environmental management plan for the Project Highway during Construction and Operation and Maintenance phases.
- x) Review quality assurance and quality control provisions during the design, construction and maintenance stages.
- xi) Audit the safety of the Project Highway both during Construction and Operation and Maintenance stages.
- xii) To mediate and assist in resolving disputes between HUDA and Concessionaire.
- xiii) Provide Management Information System to HUDA.

### **3.2 Construction Stage**

3.2.1 The duties of the IC are to supervise the works on a day-to-day basis and to approve the materials and workmanship of the works. During the construction phase it should be made mandatory that, IC's key staff should check at least 25-30% of Request for Inspection (RFI) pertaining to each item of construction and close them. IC's Team Leader should at least close 5-10% of RFI as per such provisions of Inspection in the Concession Agreement. He/she shall have no authority to relieve the Concessionaire of any of their duties or to impose additional obligations. The IC shall administer the works contracts and ensure that the Contractual Clauses, whether related to quality or quantities of works, are respected. Request for Inspection (RFI) is a formal application from the Concessionaire (or EPC contractor) to Independent Consultant to examine all the aspects of work or activity pertaining to construction or development of the Project Highway. Submission of a RFI for construction activity must be made a minimum of 48 hours in advance of the time the Concessionaire (or EPC contractor) plans to begin work on the RFI activity.

- 3.2.2 Review and approve works programme.
- 3.2.3 Review the material testing results and Mix Designs and to order special tests of materials and/or completed works, and/or order removal and substitution of substandard materials and/or works as required.
- 3.2.4 Review quality assurance and quality control during Construction period.
- 3.2.5 Ensure that the Construction work is accomplished in accordance with the technical specifications.
- 3.2.6 Identify Construction delays and recommend to the HUDA the remedial measures to expedite the progress.
- 3.2.7 Review and certify the 'As Built' drawings for each component of the works prepared by the Concessionaire.
- 3.2.8 Review the safety measures provided for the traffic and Project workers.
- 3.2.9 Determine any extension of the Project Completion Schedule and the Concession period, to which the Concessionaire is entitled and shall notify the HUDA accordingly.
- 3.2.10 To mediate and assist in resolving disputes between HUDA and Concessionaire during Construction stage.
- 3.2.11 Assist the HUDA in arriving at any cost variation and its impact on Concession Agreement.
- 3.2.12 Evolve MIS and provide it to the HUDA
- 3.2.13 Issue Completion Certificate after checking the results of prescribed tests, with the approval of HUDA.
- 3.2.14 Issue Provisional Certificate duly appended with a list of outstanding items (Punch List, as defined in the Concession Agreement) established after joint inspection with the Concessionaire, if the Concessionaire requests for it, after approval of HUDA. .
- 3.2.15 In case of Change in scope, while calculating the cost implications to the Concessionaire of complying with such Change of Scope Notice, the rates shall be worked out by based on the concerned State PWD (NH) current schedule of rates based on MORTH data book. In case an item is not covered under the above-mentioned schedule of rates, the rate of such item shall be worked out by the Concessionaire on the basis of the prevailing market rate so far as found reasonable and competitive by the IC.
- 3.2.16 To direct the Concessionaire in all matters concerning construction safety and care of the works and if required, to request the concessionaire to provide any necessary lights, guard, fencing etc.

### **3.2 Operations and Maintenance Stage**

Maintenance shall include cleaning, replacement of equipment/consumables, roadside facilities, horticultural maintenance and repairs to equipment, pavements, bridges, structures, HTMS and other civil works. Maintenance shall not include the extension of any existing pavements, bridges, structures and other civil works unless part of the Project Highway.

- 3.3.1 Review work plan and schedules of various operation and maintenance activities.
- 3.3.2 Review Operation and Maintenance manual prepared by the Concessionaire.
- 3.3.3 Review the performance of Operation and Maintenance (O & M) activities including equipment, service, traffic operation and safety, toll plazas, landscaping, environmental issues and way side amenities.
- 3.3.4 To mediate and assist in resolving disputes between HUDA and Concessionaire during O&M stage.
- 3.3.5 Initiate necessary action to undertake maintenance obligations of the Concessionaire at risk and cost of the Concessionaire in the event of his failure to carry out O&M.
- 3.3.6 Undertake audit of the traffic using the Project Highway at least once a month.
- 3.3.7 Review and inspect the Project Highway at least once a month during the O&M period and issue an Inspection Report of such inspections.
- 3.3.8 Review the accident record on the Project Highway and suggest remedial measures.

### **3.4 Transfer/Termination**

Satisfy itself that the entire divestment requirement have been met by the Concessionaire.

- 3.5 All other activities as per provisions of the Concessionaire Agreement

## **4. INTERACTION WITH HUDA**

The Independent Consultants shall interact with the HUDA on a regular basis. HUDA shall generally hold meetings every month to review the progress etc. during the phase of Design and Construction, and every second month during the Operation and maintenance stage. Within 30 days of the receipt of the Drawings, the Independent Consultant shall review the same and convey its comments/observations to the Concessionaire with particular reference to the conformity or otherwise with the specifications and standards set forth in the Agreement.

## 5. REPORTING REQUIREMENT

The Independent Consultants shall prepare and submit to the HUDA three copies and Concessionaire two copies each of the following reports.

- a) Design Review Phase
  - Monthly Progress Report.
- b) Construction Phase
  - Monthly and Quarterly Inspection Report covering all aspects such as Progress Monitoring, Quality Assurance (QA)/Quality Control (QC) etc.
- c) Operation and Maintenance Phase
  - Monthly and Quarterly report on existing condition of facility including advise on all aspects of Operation And Maintenance, Toll Booths, Bridges or other Structures, Traffic Management & Safety, Telephone, Ambulance, etc.
  - Monthly report on audit of the traffic using the Project Highway at least once a month.
  - Monthly and quarterly reports for Lane Availability (Including non- availability).
  - Certification of Annuity Claims
- d) Various other reports as provided in the Concession Agreement such as Completion Report.

## 6. PERFORMANCE CLAUSE

Independent Consultants shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising that Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Consultant in notifying to HUDA and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

## 7. CONSULTANT'S PROPOSAL

- 7.1 Apart from the list of the key professionals, as mentioned herein below, the Independent Consultant shall appoint its authorised representative, who shall issue on behalf of the IC, the Provisional Completion Certification and Completion Certificate

along with the Team Leader and shall carry out any such task as may be decided by HUDA. The IC shall take prior approval of HUDA before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorised representative along with the authorisation letter and power of attorney.

- 7.2 List of key personnel to be fielded by the Consultants shall be as below:
- i. Team Leader cum Senior Highway Engineer
  - ii. Senior Pavement Specialist
  - iii. Senior Bridge Design Engineer
  - iv. Highway Design Engineer
  - v. Bridge/Structural Engineer
  - vi. Highway Engineer
  - vii. Road Safety Expert
  - viii. Senior Quality cum Material Expert
- 7.3 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in Enclosure B. and the minimum qualification requirements for the same is enclosed in Enclosure– A.
- 7.4 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as Enclosure–A. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. The Consultant should feel free to submit their proposal on the basis of the man- months which they consider to be necessary to undertake the assignment. All the key personnel mentioned in para 7.1 above shall be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the Government Organization works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of HUDA, HUDA would be at liberty to take any appropriate action against that key personnel including debarment.

## 8. PERIOD OF SERVICES

- 8.1 The services of an Independent Consultant will be in phases as per Article XX - Independent Consultant, of Concession Agreement.
- 8.2 The appointment of the Independent Consultant shall initially be for a period of **48 months**. Estimated Design and Construction schedule for completion of the Project for commercial operation is **30 months**. The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure B**.
- 8.3 Thereafter, the services of the Independent Consultant shall be for a maximum period of 3 years each time till completion of the Concession period and transfer of the Project Highway. The deployment of key personnel during the said period(s) shall be decided by HUDA.

## 9.0 PERFORMANCE SECURITY

Consultant shall be required to submit Bank Guarantee from a Bank acceptable to HUDA for an amount equal to 2.5% of the accepted independent consultancy cost towards Performance Security proportionately in the currencies of payment asked for in the bid proposal. The validity of the Bank Guarantee (s) shall cover entire duration of consultancy period plus 12 months. The format of the Bank Guarantee (s) and issuing Bank shall be got approved by the consultant from Employer. The Bank Guarantee (s) shall be released after 12 months of satisfactory completion of the assignment.

## **Enclosure A**

### **MINIMUM QUALIFICATION OF KEY PERSONNEL**

#### **TEAM LEADER CUM SENIOR HIGHWAY ENGINEER**

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the HUDA and the Concessionaire. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate should have a proven record of supervising, organising and managing of Project preparation and construction of highway projects of large magnitudes, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

This position requires a Senior Highway Engineer who shall be a graduate in Civil Engineering with higher qualifications and specialisation in highway engineering. He should have a minimum 20 years of experience of highway engineering including 5 years of experience in similar capacity. He should have involved for at least 5 years for Highway Development Projects in developed countries. Developed countries refer to European countries, North American countries, Australia, New Zealand, Japan, Malaysia, Singapore, Hong Kong, South Korea & some Gulf countries like Saudi Arabia, UAE & Kuwait etc. He should have handled as Team Leader or similar capacity at least two Project Preparation and Construction supervision work of major highway Project of four laning / six-laning / expressway costing more than Rs. 1500 million or of at least 40 Km length.

#### **SENIOR PAVEMENT SPECIALIST**

The expert shall be continuously interacting with the Concessionaire, to ensure life cycle cost effectiveness and viable design of pavement including appropriate rehabilitation / strengthening of the existing two lane pavement which is significantly distressed. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction and Operation period. Thus, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest codal stipulations and specifications.

The candidate should be a graduate in Civil Engineering with higher qualification in Highway/Transportation Engineering. He should have a minimum of 15 years of professional experience of pavement Design, Construction and its maintenance out of which 5 years should be in similar capacity. The candidate should have involved in at least 2 major highway projects of four-laning / six-laning / expressway, as Senior Pavement Engineer, costing more than Rs. 1500million or of at least 40 Km length.

### **SENIOR BRIDGE DESIGN ENGINEER**

The Senior Bridge Design Engineer shall be responsible for checking the designs of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway. He shall also review the rehabilitation measures to be proposed by the Concessionaire for existing structures based on site condition and structural requirement basis. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design.

He should be a graduate in Civil Engineering from a recognized University. Post Graduation in Structural Engineering would be preferred. Bridge Design Engineer should have a minimum of 15 years experience in Bridge Design out of which a minimum of 5 years experience in similar capacity is required. He should have handled at least 4 major highway bridges of length not less than 200meters. Experience in other countries, involvement in innovative bridge designing works with use of computer aided software and involvement in designing of bridges more than 200m length would be preferred.

### **HIGHWAY DESIGN ENGINEER**

The Highway Design Engineer shall be responsible for the review of highway designs and drawings using sophisticated computer software. Should be a graduate in Civil Engineering from a recognized University (higher qualifications will be preferable); His expertise shall include computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the geometric design for highway rehabilitation and/or upgrading projects.

Highway Design Engineer should have a minimum of 15 years professional experience out of which a minimum of 10 years in Highway Designing work with a minimum of 5 years in major highway 4 lane projects of costing atleast Rs 600 million or having length of more than 15 Km. He should have handled at least 2 major road four laning improvement projects. He should have exposure of computer software programmes for design of

highways. Experience in other countries would be preferred.

### **BRIDGE /STRUCTURAL ENGINEER**

The Bridge Engineer shall be responsible for supervising the works of bridges, interchanges to be constructed by the Concessionaire for this project. He shall also inspect the bridge rehabilitation and repair works to be undertaken by the Concessionaire.

The position requires a graduate in Civil Engineering, (preference would be given to Post Graduation in Structural Engineering). He should have minimum 15 years experience out of which atleast 10 years in Construction of bridges/interchanges/any other structures including rehabilitation. He should have supervised at least two major highway bridges of length not less than 200meters. The candidate should have a thorough understanding and experience with international 'best practices', and of modern bridge construction technology.

### **HIGHWAY ENGINEER**

The Highway Engineer shall be responsible for supervising the works of highways, to be constructed by the Concessionaire for this project. He shall also inspect periodic and routine maintenance works to be undertaken by the Concessionaire.

The position requires a graduate in Civil Engineering, (preference would be given to Post Graduation in Highway Engineering). He should have minimum 15 years experience out of which at least 10 years in Construction of highways. He should have supervised at least two major highway projects of cost not less than Rs 1000million or length not less than 30 Km. The candidate should have a thorough understanding and experience with international 'best practices', and of modern highway construction technology.

### **ROAD SAFETY EXPERT**

The candidate should be a graduate in Civil Engineering preferably Post Graduation in Traffic/Transportation/Safety Engineering. He should have at least 15 years of experience out of which 5 years should be in road safety works. The candidate should have undertaken at least 2 projects of roads safety audits, including at least 1 in design stages. The candidate should have international exposure in the fields of road safety management plan. Preference would be given to the candidates who have been involved in preparation of road safety policy for any national/state/city. The experience for preparing road safety management plan

for inter urban highways in both developed and developing countries would be desirable.

### **SENIOR QUALITY/MATERIAL EXPERT**

The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipments are fully met.

The position requires a graduate in Civil Engineering, preferably Post Graduation in Geotechnical Engineering. He should have a minimum of 15 years of professional engineering experience including 5 years in similar capacity for major highway projects. He should have handled at least 2 similar highway projects of 4 lane costing not less than Rs 1500 million as Material/Quality Engineer. He should have exposure quality assurance programs in highway projects using modern technology.

### **SUB PROFESSIONAL**

#### **SURVEY ENGINEER**

The candidate should be Graduate in Civil Engineering/Survey Engineering. He should have at least 6 years experience in the field of surveying out of which 3 years should be for highway projects. He should have involved in at least 1 similar highway projects. This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.

#### **ASSISTANT HIGHWAY ENGINEER**

The Candidate should be Graduate in Civil Engineering with 3 years experience. He should have handled at least 1 road project.

#### **CAD EXPERT**

He should be Graduate in Civil Engineering/Computer Science having experience in computer related design method for highway engineering. The incumbent should have 3 years experience and should have handled at least 1 road project.

**ENVIRONMENTAL ENGINEER**

The Candidate should be Graduate in Civil Engineering/Environmental Engineering or other relevant qualification. He should have at least 6 years experience out of which 2 years in highway projects. He should have good knowledge of MOEF guidelines/requirements for mitigation measures.

**ASSISTANT BRIDGE ENGINEER**

The Candidate should be Graduate in Civil Engineering with 3 years experience. He should have handled at least 1 major bridge project of length not less than 100 meters.

**ASSISTANT QUALITY CUM MATERIAL ENGINEER**

The Candidate should be Graduate in Civil Engineering with 3 years experience or diploma in Civil Engineering with 5 years experience. He should have handled at least 1 major road project of either National Highway/externally funded State Highway Project.

**ELECTRICAL ENGINEER**

The Candidate should be Graduate in Electrical Engineering from recognised institute. He should have at least 6 years experience.

**Enclosure B****MANMONTH INPUT FOR KEY PERSONNEL OF INDEPENDENT CONSULTANT**

<b>S.No.</b>	<b>Key Personnel</b>	<b>Man month in Construction</b>	<b>Man month in O &amp; M</b>
1.	Team Leader Cum Senior Highway Engineer	30	3
2.	Senior Pavement Specialist	6	0
3.	Senior Bridge Design Engineer	6	0
4.	Highway Design Engineer	6	0
5.	Bridge/Structural Engineer	30	6
6.	Highway Engineer	30	12
7.	Road Safety Expert	2	1
8.	Senior Quality cum Material Expert	18	3
	<b>Sub Total</b>	<b>128</b>	<b>25</b>
<b>Sub Professional</b>			
1.	Survey Engineer	12	0
2.	Assistant Highway Engineer	2 X 30	12
3.	CAD Expert	6	0
4.	Environmental Engineer	6	2
5.	Assistant Bridge Engineer	2 X 30	6
6.	Assistant Quality cum Material Engineer	2 X 30	6
7.	Electrical Engineer	4	2
	<b>Sub Total</b>	<b>208</b>	<b>28</b>
	<b>Total</b>	<b>336</b>	<b>53</b>

Note: The qualification and experience of Sub Professional would not be accounted in the evaluation. However, Consultant would have to get their CVs approved from HUDA before mobilisation. The other inputs like traffic engineer, financial expert, legal expert etc. would also be provided by the Consultant as a Head Quarters input out of the contingency provision.

SECTION 7: DRAFT FORM OF CONTRACT

CONTRACT FOR CONSULTANT'S SERVICES

Between

---

(Name of Client)

And

---

(Name of Consultant)

Dated:

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## 1. FORM OF CONTRACT

### COMPLEX TIME BASED 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”).

*[Note\*: 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 \_\_\_\_\_

Appendix E: Hours of Work for key Personnel \_\_\_\_\_

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

Appendix G: Cost Estimates in Foreign Currency \_\_\_\_\_

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]

By

(Authorized Representative)

---

*[Name of the Member]*

By

(Authorized Representative)  
etc.

## **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 [or 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 Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology

to be adopted by the Consultant for carrying out the assignment as Independent Engineer may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with HUDA, the Concessionaire and the Independent Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.

- (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 Subconsultants, 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 (h) 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.

- (h) if Concessionaire represents to HUDA that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, HUDA may terminate this contract.

### 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 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 Subconsultants 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 coverages, 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
- (c) any other action that may be specified in the SC

### **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 by the Client, 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) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

##### 4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose ,to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be

used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

#### 4.4 **Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave **except as specified in Appendix E** hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in **Appendix C**. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### 4.5 **Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise

agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 95% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground). (iii) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (iv) for total replacement upto between 33% to 50%, remuneration shall be reduced by 10% and (v) for total replacement beyond 50% of the total of key personnel, the client may initiate action for termination/debarment of such consultants for future projects.

#### 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 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-consultant or the Personnel of either of them.

## 5.3 Change 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 foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix 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 foreign currency and 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% of either of these ceilings. (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 and/or foreign currency, as the case may be, 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 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

### 6.3 **Currency of Payment**

- (a) All the payments shall be made in Local currency (INR) only.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in respect of expatriates in local currency.

### 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) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such

portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.

- (d) 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.
- (e) 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 GC 8 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 Urban Development Authority  
Paigah Palace, Rasoolpura, Begumpet,  
Hyderabad.

Attention: The Chief General Manager (Tech)  
Hyderabad Growth Corridor Ltd.,  
2<sup>nd</sup> Floor, HUDA Complex,  
Tarnaka, Secunderabad – 500 007

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

Telex:

Fax:

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 Authorised Representative are:

For the Client:

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. The service tax shall be reimbursed by HUDA.

2.1 The effectiveness conditions are the following:

- i) Approval of the Contract by the client

2.2 The time period shall be four months or such other time period as the parties may agree in writing.

2.3 The time period shall be one month or such other time period as the Parties may agree in writing.

2.4 The time period shall be 48 months

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

- (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) for any direct loss or damage that exceeds (A) the 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.
- (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 coverages 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) 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 Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
- 3.7(c) The other actions are
- (i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".
- 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 Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1(b) The amount payable in foreign currency or currencies is: \_\_\_\_\_  
The ceiling in local currency is: \_\_\_\_\_

6.2(a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in foreign and/or local currency shall be adjusted as follows :

Remuneration of employed personnel designated in foreign currency or Indian currency pursuant to the rates set forth in the Appendix G & H shall be adjusted after every 18 months from the date of commencement by increasing it by a factor of 8%. Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

6.2(b)(i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for foreign [and local] Personnel are set forth in Appendix G [and the rates for local Personnel, in Appendix H]

6.3(b)(i) Remuneration for foreign Personnel and remuneration for local Personnel shall be paid in local currency.

6.3(b)(ii) The reimbursable expenditures in foreign currency shall be the following:

1) a per diem allowance for each of the Personnel for every day in which such Personnel shall be absent from his home office and shall be outside India for the purpose of the Services at the daily rate specified in Appendix G.

2) the following transportation costs

(i) the cost of international transportation of the foreign personnel and, as specified below, eligible dependents of the foreign Personnel, by

the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;

- (ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Government's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in India. Such Personnel will be entitled to such extra round trip only if upon their return to India, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months;
  - (iii) the cost of transportation to and from India of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in India for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in India shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24) month assignment will be reimbursed;
  - (iv) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
  - (v) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc. at a fixed unit price per round trip as specified in Appendix G .
- 3) The cost of communications (other than those arising in India) reasonably required by the Consultants for the purposes of the Services.
  - 4) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc. Specified in Appendices A and B hereof;
  - 5) Deleted
  - 6) Deleted
  - 7) The cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;
  - 8) The cost of training of the Client's personnel outside India, as specified in Appendix G;

- 9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client, as specified in Appendix G;
- 10) the cost of any subcontract required for the Services and approved in writing by the Client;
- 11) the cost of items not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Client; and
- 12) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of clause GC6.1(c), *[Note: Items that are not applicable should be deleted; others may be added]*

6.3(b)(iii) The reimbursable expenditures in local currency shall be the following :

- 1) a per diem allowance at a rate in local currency equivalent to \_\_\_\_\_  
*[Note: Name agreed foreign currency specified in Clause SC 6.3 (a) per day, for each of the short-term foreign Personnel (i.e. with less than twelve (12) months consecutive stay in India) for the first sixty (60) days during which such Personnel shall be in India;*
- 2) a per diem allowance at a rate in local currency equivalent to \_\_\_\_\_ *[Note: Name agreed foreign currency specified in Clause SC 6.3(a) per day, for each of the short-term foreign Personnel for each day in excess of sixty (60) days during which such Personnel shall be in India;*
- 3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in India) at the rates specified in Appendix H;
- 4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in India, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;
- 5) the cost of equipment, materials and supplies to be procured locally in India as specified in Appendix H;
- 6) the local currency cost of any subcontract required for the Services and approved in writing by the Client;
- 7) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- 8) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.

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

- 1) An advance payment. of 10% of the contract price shall be made within 60 days 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 for the first 12 months 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
- 3) Interest rate shall be 10% per annum (on outstanding amount).

6.4 (c) The interest rate is 6% per annum.

6.4(e) The accounts are:

- For foreign currency: \_\_\_\_\_
- 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/nationally 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; specific tasks to be approved by Client, etc.]*

**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 [and names, if already available], detailed job descriptions and minimum qualifications. 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 [if already available]; same information with respect to their Personnel as in C-1 through C-4)*

**Please refer TOR**

## **Appendix D: Medical Certificate**

*[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable. "]*

**The form of Medical Certificate as required under the rules of Govt. of India**

## **Appendix E: Hours of Work for Key Personnel**

*[List here the hours of work for key Personnel, ' travel time to and from the country of Government (India) for foreign personnel. (Clause GC 4.4(a), ' entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.)*

**Please refer TOR**

## **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: Cost Estimates in Foreign Currency**

*List here under cost estimates in foreign currency:*

1. *Monthly rates for foreign Personnel (Key Personnel and other Personnel)*
2. *Reimbursable/Rental/Fixed expenditures:*
  - a. *Per diem allowances.*
  - b. *Air transport for foreign Personnel.*
  - c. *Air transport for dependents.*
  - d. *Transport of personal effects.*
  - e. *International communications.*
  - f. *Printing of documents specified in Appendices A and B hereof*
  - g. *Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to India).*
  - h. *Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc.*

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

*List hereunder cost estimate in local currency:*

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
  
2. *Reimbursable/Rental/Fixed expenditures as follows:*
  - a. *Per diem rates for subsistence allowance for foreign short-term Personnel plus estimated totals.*
  - b. *Living allowances for long-term foreign Personnel, plus estimated totals.*
  - c. *Cost of local transportation.*
  - d. *Cost of other local services, rentals, utilities, etc.*

**Appendix I: FORM OF PERFORMANCE SECURITY  
(PERFORMAMANCE BANK GUARANTEE)  
(Clause-9 of TOR)**

To  
The Vice Chairman,  
HUDA, Paigah Palace,  
Rasoolpura, Begumpet,  
Hyderabad,  
India

WHEREAS \_\_\_\_\_ [Name and address of Consultants]<sup>1</sup> (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 \_\_\_\_\_ [Name 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 \_\_\_\_\_ [amount of Guarantee] <sup>2</sup> \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the 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 \_\_\_\_\_

1 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 it 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*



*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. \_\_*