



## GOVERNMENT OF ANDHRA PRADESH

### Open Competitive Bidding SELECTION OF CONSULTANTS

#### Request for Proposal (RFP)

**NIT No: 27/CE/ADC/ENGG/2018-19**

#### **Name of Assignment:**

Selection of Consultant firm to provide Geotechnical Investigations Services for Strengthening and Upgradation of Karakatta (existing bund) to 2Lane Road, in Amaravati, A.P.New Capital City, Vijayawada, India.

**September 2018**

**Amravati Development Corporation Limited**

# 20-4-15, Flat No. 1G, Anand Heights

Kedareswarapet, Vijayawada – 520 003.

Andhra Pradesh State. INDIA.

Email: [amaravati-adc@ap.gov.in](mailto:amaravati-adc@ap.gov.in)

Web: [www.ccdmc.co.in](http://www.ccdmc.co.in)

page left intentionally blank

**DISCLAIMER**

1. This Request for Proposal (RFP) is issued by Amaravati Development Corporation Limited (“ADCL”).
2. The information contained in this RFP document or subsequently provided to the interested applicants (“Bidders”), whether verbally or in documentary or any other form by or on behalf of ADCL or any of their employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by ADCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ADCL in relation to the scope of work & services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ADCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ADCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. ADCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
6. This RFP, along with its Annexures, is not transferable. The RFP and the information contained herein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). In the event that the recipient does not continue with its involvement in the project in accordance with this RFP, this RFP must be kept confidential.
7. ADCL accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

8. ADCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that ADCL is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the consultancy and ADCL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by ADCL at any time without assigning any reasons thereof.
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ADCL or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and ADCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.
11. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP or the other Volumes of the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

## PREAMBLE

### 1. Introduction

The Government of Andhra Pradesh State under the Act of the Indian Parliament “Andhra Pradesh Reorganization Act -2014 is developing a world class Capital City “the Amaravati” strategically located between two major urban centers Vijayawada and Guntur. The key institutions involved in the development & implementation of the New Capital City, “the Amaravati” are the Andhra Pradesh Capital Region Development Authority (APCRDA) and the Amaravati Development Corporation Limited (ADCL) governed by the Andhra Pradesh state Municipal Administration and Urban Development (MA&UD) department.

The APCRDA is the regulatory and planning authority for the entire capital region established for the purpose of planning, co-ordination, execution, supervision, financing, funding and for promoting and securing planned development. The ADCL is the development agency for the Capital City area and will implement urban infrastructure along proven urban planning principles to promote citizen well-being including creating active streets with open areas, pedestrian and cycling friendly pavements and public spaces, which encourage interaction within the Capital City area. There is flexibility in allocation of work and responsibility between the APCRDA and ADCL.

In this respect ADCL proposes to engage a consultant to undertake “Geotechnical Investigations Services for Strengthening and Upgradation of Karakatta (existing bund) Road to Two Lane Road, in Amaravati, Andhra Pradesh New Capital City, Vijayawada, India” as specified in this RFP and invites Proposals from the Bidders for the same. The Proposals submitted by the Bidders shall comply with all the requirements stated in this RFP. Based on final evaluation, the successful Bidder will be selected and notified (hereinafter referred to as the “Consultant”). The notification of award by ADCL shall be followed by execution of the Consultancy Services Agreement (hereinafter referred to as the “Agreement”) by ADCL and acceptance by the Consultant, recording the terms and conditions for carrying out the Services. ADCL also reserves the right to modify, delete or add to the Scope of Services at any point in time, during the Bidding Process and thereafter during performance as per the terms of the RFP and/or Agreement.

### 2. Bidder’s Eligibility Criteria:

#### 2.1. Participation

2.1.1. The Bidder shall be a valid legal entity as per Indian laws.

2.1.2. The RFP shall be duly signed by the authorized signatory of the Bidder and shall be legally binding on the Bidder.

### 3. Proposal for the Services

3.1. The Bidders shall prepare and submit Proposals to ADCL in sealed envelopes super-scribed with the details of the Proposal to the address mentioned in the RFP based on the Scope of Services outlined in **Annexure-A** of this RFP.

3.2. The Proposal shall comprise of the following:

### 3.2.1. Part - 1

A letter on the letter head of the Bidder, signed by the Authorised Signatory, as per **Annexure-C: Covering Letter**,

- a) intent to participate in the Bidding Process
- b) Unconditional acceptance of the terms and conditions of the Bidding Process, RFP, Agreement,
- c) Undertaking that all information provided is true and correct

### 3.2.2. Part - 2

Completed form, and its required attachments, as provided in **Annexure-B: RFP Questionnaire**.

### 3.2.3. Part - 3

A Power of Attorney duly notarized and a certified true copy of a Board Resolution in favor of signatory of the Proposal, authorizing the signatory of the Proposal, to submit the Proposal on behalf of the Bidder ("**Authorised Signatory**") and to execute the necessary documents and perform the obligations as per terms and conditions of the Agreement (if awarded).

### 3.2.4. Part - 4

Completed form, and its required attachments, as provided in **Form II: Financial Information** certified by the Applicant's statutory auditor.

### 3.2.5. Part - 5

#### **Proposed Organization Structure & Key Personnel Deployment**

3.2.5.1. The Bidder shall provide details of its proposed Organization Structure and, at its option, a description (maximum 10 (ten) pages), which should demonstrate the following:

- 3.2.5.1.1. Suitability to cover the overall Scope of the Services;
- 3.2.5.1.2. Identification of the proposed Professionals, reporting relationships, authority matrix and internal interfaces;
- 3.2.5.1.3. Collaboration with ADCL, Consultant's availability, involvement and commitment of proposed team to perform the Services for the Project during its different stages if any.

3.2.5.2. The Bidder shall provide Curriculum Vitae (CV), of the proposed project lead who will lead and direct the team and other Professionals it intends to engage as part of its team for the performance of Services. The Bidder shall be obliged to perform the Services, using the proposed project technical lead and other Professionals as submitted in the Proposal, if selected as the Consultant by ADCL.

In case the Bidder provides the credentials or resources of its holding company for the purposes of this criteria in its Proposal, then it shall be mandatory for the Bidder to utilize such credentials or resources as mentioned in the Proposal, for the performance of the Services, if selected as the Consultant. ADCL's evaluation of the Bidder's Proposed Organization Structure & Key Personnel Deployment will form one of the criteria for evaluation.

### 3.2.6. Part - 6

#### **Approach, Methodology and Work Plan**

The Bidder shall include a detailed narrative on the approach, plans (to match the Scope of Services, including milestones & timelines) to demonstrate its:

- 3.2.6.1. Understanding of Scope of Services and the Project;
- 3.2.6.2. Stage wise work methodology, tasks, timelines, technical skills, method and technology / systems that will be used to develop and document each of the major areas of the Scope of Services;
- 3.2.6.3. Stage wise Deliverables;
- 3.2.6.4. Resource and manpower mobilization plan;
- 3.2.6.5. Proposed roles and responsibilities for Professionals;
- 3.2.6.6. Quality Management Plan - Bidder's plans to execute, monitor and report the work; quality control and quality assurance procedures as they would apply to this Project;
- 3.2.6.7. Interface management plan - the ability to work with multiple stakeholders, manage the interface and co-ordination with ADCL and its other service providers.

### 3.2.7. Part - 7

A copy of the RFP, all its Volumes, its Annexures, including any addendums or corrigendum issued, initialled and sealed on every page by the Authorised Signatory to indicate acceptance and acknowledgement of the RFP.

### 3.2.8. Part 8:

Documentary evidence of the following:

- 3.2.8.1. General Information of Company as per attached
- 3.2.8.2. Form I
- 3.2.8.3. General Information
- 3.2.8.4. The RFP has to clearly outline the legal structure of the Applicant.

- 3.2.8.5. Litigation history, including current material litigation detailed as per attached
  - 3.2.8.6. **Form III**
  - 3.2.8.7. Litigation History.
  - 3.2.8.8. Detailed Applicant profile
  - 3.2.8.9. Any additional information
- 3.2.9 The Bidder shall provide Proposal Processing fee, non-refundable, of Rs. 15,500/- (Rupees Fifteen Thousand Five Hundred only), must be paid online (ECS /RTGS / NEFT) and Receipt of the same should be provided to ADCL. Payment can also be done in the form of Demand Draft (DD) in favour of "C&MD, AMARAVATI DEVELOPMENT CORPORATION" payable at "Vijayawada" in Andhra Pradesh. Non-submission of the requisite proposal processing fee shall lead to summarily rejection of the proposal.
- 3.2.10. The Bidder shall provide Proposal Security / Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees five Lakhs) in the form of Bank Guarantee (BG) in favour of "C&MD, AMARAVATI DEVELOPMENT CORPORATION" from any nationalized bank as a part of his Bid. This Guarantee shall remain in force during entire Proposal / Bid validity period. Proposals without EMD shall be rejected by ADCL as being non-responsive. No interest shall be paid by ADCL on the amount of earnest money deposit. The earnest money may be forfeited: a) If a Bidder withdraws his tender during the specified period of validity of offer. b) If the successful Bidder fails to sign the Agreement within stipulated period.
- 3.2.11. The Financial Proposal shall comprise of the following:
- The commercials in the Proposal (Closed envelope, super scribing "Financial Proposal") shall comprise of the details of the Professional Fee (as defined in the Agreement), for each stage of Service, on the letterhead of the Bidder, signed and sealed by its Authorised Signatory, as per **Annexure-D: Format for commercials in Proposal**. The Bidder shall be deemed to have satisfied itself regarding the correctness and sufficiency of the Professional Fee which shall, cover all its obligations under and in relation to the Agreement and all matters and things necessary for the proper performance of the Services, whether the same is expressly provided for in the Agreement or is to be reasonably inferred there from or is necessarily incidental thereto.
- The Bidder's Proposal shall be inclusive of local tax, other taxes, levies, transaction charges, etc. wherever applicable. The Bidders in their Proposal shall indicate separately Goods and Services Tax (GST) only.
- 3.2.11. Fees quoted shall be inclusive of all expenses & charges and shall cover all obligations under and in relation to the Agreement and all matters and things necessary for the proper completion of the Services as mentioned herein. Fees shall also include all taxes, tariffs, cess, GST, all other statutory taxes and levies, if applicable, penalties, costs, bank charges and any other costs for performance of Services or other charges relating to or arising out of the Agreement.

- 3.3 ADCL shall retain the right to close the assignment at the end of any stage, as per the needs of the overall development Program. In such an event the above breakup of fees shall form the basis for finalization of payment, after successful completion of the work for respective stage and payment shall be made only for the respective stage. ADCL reserves the right to issue or not to issue purchase order for any stage. The Consultant shall in no event make ADCL liable (financial or otherwise) for non-issuance of purchase order for any stage of Service(s) for any reason whatsoever.
- 3.4 The language for all written communication shall be English and unless mentioned otherwise the currency shall be Indian Rupee.
- 3.5 The proposal should be signed on each page by the Bidder or his duly authorized representative. The proposal should be accompanied by a certified true copy of a duly notarised Power of Attorney or board resolution in favour of signatory to the documents.
- 3.6 Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention in writing of the contact person as mentioned in the RFP within five (5) days of issue of the RFP. ADCL will not make or be responsible for any oral communications.
- 3.7 **Cost of tendering**
- The Bidder shall bear all costs associated with the preparation and submission of its Proposal and ADCL shall, in no case, be responsible or liable for such costs, regardless of the outcome of the tender process. It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per document.
- 3.8 **Site inspection and conditions:** The Bidder is advised to visit and inspect the site, if required, and obtain for itself on its own responsibility and cost, all information regarding all existing and expected conditions and matters that may be necessary for preparing the Proposal and entering into a contract for performance of the scope of services. ADCL shall use every effort to procure that the Bidder and any of its personnel or agents with prior intimation, are granted permission to enter the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents, will exercise due care and will be responsible for personal injury or death, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection. Keep indemnified ADCL, from and against and in respect of damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, (i) brought against ADCL's Representatives by any third party as a result of site investigation/ inspection by Bidder and or its Personnel(s); (ii) any damages losses arising out of theft of tangible/ intangible property (iii) any claim arising from the death, personal injury or for loss or damage to tangible property of ADCL arising out of any omission or commission of Bidder or its personnel(s).
- 3.9 It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per document.
4. **Validity**
- 4.1 The proposal shall be valid for at least **one hundred twenty (120) days** from the deadline for receipt of proposals.
- 4.2 In exceptional circumstances, prior to expiry of the bid validity period, ADCL may

request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder agreeing to the request shall not be permitted to modify his bid, but shall be required to extend the validity of his bid. All the terms of the bidding shall continue to be applicable during the extended period of validity.

## 5. Format and Signing of Proposal

- 5.1 The Bidder shall provide all the information as per this RFP. ADCL reserves the right to evaluate only those proposals that are received in the required format complete in all respects and in line with the instructions contained in this RFP.
- 5.2 The Bidder shall prepare and submit one original Proposal along with an additional copy.
- 5.3 The Proposal shall be signed and each page of the Proposal shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder and holding the duly notarised Power of Attorney.
- 5.4 RFP submissions must be received no later than Proposal Due Date at the address & the manner specified in the RFP document.
- 5.5 The Proposal shall not contain alterations or additions, except those to comply with instructions issued by ADCL or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.
- 5.6 The sealed Tender Submission shall contain the following as mentioned below:
  - i) Technical Proposal - Original (1 Set)-a Separate envelope Including Soft copy of Technical documents - 1 set in CD
  - ii) Financial/Commercial - Original (1 Set) - a Separate envelope
- 5.7 The envelope and proposal should clearly mention the following details:  
 "Selection of Consultant firm to provide Geotechnical Investigations for Strengthening and Widening of Karakatta Road" for **Amaravati Development Corporation Limited**

To

The Chairperson & Managing Director  
**Amaravati Development Corporation Limited**  
 # 20-4-15, Flat No. 1G, Anand Heights  
 Kedareshwarapet, Vijayawada - 520 003.  
 Andhra Pradesh State. INDIA.

---

**Proposal Due Date and Time: 15:30 Hrs. on Dt. 30-10-2018.**

ADCL may, in exceptional circumstances and at its sole discretion, extend the proposal due date by issuing an addendum uniformly for all Bidders.

## 5.8 Schedule of Bidding Process:

RFP for Geotechnical Investigations Services for Strengthening and Upgradation of Karakatta (existing bund) to 2Lane Road, in Amaravati, A.P. New Capital City, India.

The “Client” shall endeavor to adhere to the following dates:

RFP/NIT Publishing Date	:	26-10-2018
RFP bid document Download / Start Date	:	26-10-2018, 15.00hrs
Pre-bid meeting Date	:	01-11-2018, 11.00hrs
RFP can be viewed / downloaded up to	:	10-11-2018, 15.00hrs
Proposals submission Due Date	:	10-11-2018, 15.30hrs
Date of Opening of Technical Proposal	:	10-11-2018, 16.00hrs (Tentative)
Date of Opening of Financial Proposal of Qualified Consultants	:	14-11-2018 (Tentative)
Commencement of Services	:	21-11-2018 (Tentative)

**6. Questions during the Bid phase:**

All enquiries or comments regarding this bid, and any other related matters must be made in writing by e-mail to **Mr. K V Ganesh Babu, HoD IPD - [ganeshbabu.adc@ap.gov.in](mailto:ganeshbabu.adc@ap.gov.in)**. The last date of submission of queries shall be up to the date of Pre-proposal conference meet.

ADCL may, to the extent necessary and as it deems fit, respond in writing to any questions and concerns of the bidders regarding any element of the issued bid documents.

**7. Addendums/Corrigendum**

- 7.1 ADCL shall at its discretion choose to issue a clarification or modify the RFP vide an Addendum or Corrigendum. The Bidders shall disregard any oral instructions issued by any person, unless issued in writing by ADCL’s representative.
- 7.2 Any Addendum or Corrigendum issued, shall form a part of the RFP pursuant to this Clause, and shall be communicated by email to all the Bidders.
- 7.3 In case of issuance of Addendum or Corrigendum, the Bidders who have already submitted their Proposals, need not resubmit their Proposal, but can submit the modification to the Proposal, if desired. If the Bidder, chooses not to modify their Proposal, pursuant to the Addendum or Corrigendum, it shall provide an undertaking to this effect to ADCL. Bidders who do not submit any modification or the required undertaking shall be disqualified.

**8. Responsibility of the Bidder:**

It is the sole responsibility of the bidder to:

- i. Examine and understand the bid documents, including all the annexures/appendices, Addendums if any, Agreement and to verify their completeness. In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied, the Bidder shall promptly apply to ADCL in writing to have any such discrepancy rectified well before the bid closing date;

- ii) Familiarize itself with the premises at which the services will be conducted and any relevant fixtures, fittings and equipment there to be utilised or that may otherwise be relevant, make all relevant investigations in relation to the performance of its obligations pursuant to the Bid;
- iii) The Bidders should inform ADCL of any concerns implied or related to but not specifically mentioned in the Bid or other documentation.
- iv) ADCL reserves its right to accept or reject any or all the Bids/Proposals received without any reason or can change the process of the selection at any time during or after the bidding process.
- v) Obtain and maintain permits for complying with all the laws, orders, regulations or other instructions issued by all statutory authorities in India for the purposes of the bidding process.
- vi) Comply with all the terms set out in the RFP and its appendices when submitting its Proposal.

**9. Confidentiality:**

The Bidder should ensure the confidentiality of all documents supplied/ provided by ADCL, including this RFP. The Bidder shall use the documents for bidding process only.

**10. Assignment:**

Any assignment of this RFP/Agreement or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of ADCL, shall be void. Any such consent shall not relieve the Bidder from its obligations under the RFP/Agreement.

**11. Law and Jurisdiction:**

The present Bid shall be considered, governed by and interpreted in accordance with the laws of Republic of India. The jurisdiction for the purposes of the bid shall be the Courts of Vijayawada only.

**12. Bankruptcy:**

ADCL may, at any time, by notice in writing summarily terminate the Agreement without compensation if the Bidder is declared bankrupt/insolvent and/or faces any action of bankruptcy, etc. In such an event, the Bidder will be bound to refund all amounts received from ADCL.

**13. Government Regulations:**

The Bidder shall be responsible for obtaining and maintaining permits and also for complying with all the laws, orders, regulations, any statutory compliances or other instructions issued by all statutory authorities in India.

**14. Other General Terms and Conditions**

- (a) Person signing the Agreement on behalf of the selected Bidder shall be duly authorised and a valid duly notarised power of attorney and board resolution is required.

- (b) **Time is the Essence of the Contract:** There shall be a strict adherence to timelines set by ADCL.

## 15. Award process:

### 15.1. General:

ADCL is conducting the award process in a fair and non-discriminatory manner. Canvassing in any form, unsolicited letters and post bid correction will invoke summary rejection of the Bid. ADCL reserves the right to reject conditional Bids.

ADCL however reserves the right to unilaterally and at its sole discretion to change the award process, certain elements of the bid documents or to annul the entire bidding process at any time, without assigning any reason and without incurring any liability towards the affected Bidder. ADCL also reserves the right to change some elements of the planned set up for the work at project site, if governmental regulations change in a manner such that the objectives of ADCL cannot be met through the planned set up.

The Bidder shall comply with all the terms and conditions set out in bid document and its appendices while submitting its Proposal.

ADCL reserves its right to accept or reject any or all the Proposals received without any reason or can change the process of the selection at any time during or after the RFP process. ADCL shall not be responsible to any Bidder/ persons on any account if it exercises such rights.

### 15.2. Distribution of RFP/Bid Documents:

The RFP document shall be treated as confidential and the information given in the RFP is for the purpose of submitting a proposal only and shall not be used or distributed to any third-party at any time for any other purpose.

### 15.3. Selection Criteria:

15.3.1. The Proposals of only those Bidders that are determined to be satisfactory, will be evaluated. Kindly refer to the Bidder's Eligibility Criteria and Submittals is mentioned in the **Annexure A - 1**.

15.3.2. ADCL reserves the right to negotiate with all or any of the Bidders whose Proposals are being evaluated, to determine the successful Bidder.

15.3.3. The successful Proposer / Bidder shall have to submit a Bank Guarantee (BG) for an amount of 2.5% of the Contract Value within Seven (7) days of issue of LOA. The PBG shall be valid for a period upto 2 (two) months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix E of draft contract form and furnished from a Nationalized Bank / Scheduled Bank approved by RBI having a networth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the networth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

## 16. Verification:

RFP for Geotechnical Investigations Services for Strengthening and Upgradation of Karakatta (existing bund) to 2 Lane Road, in Amaravati, A.P. New Capital City, India.

ADCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by ADCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by ADCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of ADCL thereunder.

**17. Misrepresentation/Fraud/Breach of Terms and Conditions:**

If the Bidder wishes to withdraw its Proposal (on its own account) after the Proposal Submission Date or it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has misrepresented or committed act of fraudulent nature or has violated any of the terms of this RFP, the Proposal may be disqualified and Proposal Security forfeit. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount, if any, paid by him. Further, the Bidder will be debarred for a period of three (3) years from participating in ADCL's works.

**LIST OF ANNEXURES TO RFP**

- |    |               |  |
|----|---------------|--|
| 1. | Annexure A:   | Scope of Specifications and Deliverables     |
| 2. | Annexure A-1: | Bidder's Eligibility Criteria and Submittals |
| 3. | Annexure B:   | RFP Questionnaire                            |
| 4. | Annexure C:   | Covering Letter                              |
| 5. | Annexure D:   | Format for commercials in Proposal           |
| 6. | Annexure E:   | Template Agreement                           |

# Form I

## General Information

### Details

### Applicant Information

Registered name

Country of constitution

Year of constitution

Registered address in the country of  
constitution

Authorized representative

(name, address, telephone numbers, fax  
numbers, e-mail address)

Bidder's registered address in India

(If applicable)

### Note:

- 1) Please provide a certified true copy of the constitutional documents of the Applicant.
- 2) Please provide board resolution/power of attorney in favour of authorized representative authorizing him/her to submit the RFP.

## Form II

### Financial Information

Financial Information in INR Cr.	Historical Information for previous 5 (five) financial years				
Financial Year	2017 - 2018	2016 - 2017	2015 - 2016	2014 - 2015	2013 - 2017
Total Assets					
Total Liabilities					
Net Worth (Share Capital + Reserves and Surplus)					
Liquid Resources (Cash and bank balances)					
Current Liabilities					
Turnover					
Profit Before Taxes					
Profit After Taxes					
<b>Additional Information</b>					
<b>Particulars</b>					
Cash and bank balances as on 31 <sup>st</sup> March 2018 (Ref: Clause 4.2)					
Net Worth as on 31 March 2018 (Ref: Clause 4.3)					

**Note:**

- ✓ Contents of this form should be certified by the Statutory Auditor of the Applicant.
- ✓ The conversion rate of all currencies shall be the daily representative exchange rates published by the Monetary Fund for the relevant date (proof of such exchange rate shall be provided by the Applicant)
- ✓ In case of foreign currency, the same shall first be converted to US Dollars and the amount so derived in US Dollars shall be converted into Indian Rupees. The conversion rate shall be that specified on the last day of the respective Financial Year.

## Form III

### Litigation History

Year	Award / order / judgment / decree etc. FOR or AGAINST Applicant including present litigation.	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value)

**Note:**

Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

## ANNEXURE - A

### SCOPE OF SPECIFICATIONS AND DELIVERABLES

#### PART - A

##### 1. INTRODUCTION

Amaravati Development Corporation Limited (ADCL) proposes to engage a consulting firm to undertake “Geotechnical Investigations Services for Strengthening and Upgradation of Karakatta (existing bund) Road to Two Lane Road, in Amaravati, Andhra Pradesh New Capital City, Vijayawada, India”.

Karakatta widening shall be towards New Capital City side.  
Approx. length of karakatta road is 13.58km.

##### 2. SCOPE OF WORK -

###### PART -A: Sub-soil Investigations

All investigations shall be performed as per relevant IS, IRC standards. The brief Scope of investigations shall consist of:

- 2.1 Drilling of exploratory boreholes of 150mm dia by rotary drilling equipment at 300mt spacing up to a level of 15.0mt below ground level through all types of soils except rock from existing ground level including collecting undisturbed samples (UDS) and disturbed samples, to ascertain the geo-technical strata and soil parameters. Necessary equipment and qualified personnel should be mobilized, for drilling boreholes.
- 2.2 Conducting Standard Penetration Test (SPT) as per IS: 2131, at every 1.5mt alternate interval starting from first sample at 1.5m depth or at the change of strata whichever is earlier should be conducted.
- 2.3 Collection of Undisturbed soil samples as per IS: 2132, at 1.5mt alternate interval should be conducted.
- 2.4 Standard penetration tests should be conducted at every 1.50 m interval using standard split spoon sampler driven by a 65 Kg. hammer with free fall height of 750 mm as per IS 2131 - 1963. The results should be recorded as ‘N’ on the borehole logs at the depths to which they refer undisturbed samples should be collected both in piston & open tube sampler with an area ratio not exceeding 20%. Disturbed and undisturbed soil samples at suitable intervals or at the change of strata should be collected for laboratory analysis of soil properties.
- 2.5 Profiling of sub-surface (bore logs) detailing with different soil stratum and their variation along the alignment and location plan of boreholes by using suitable Software.
- 2.6 Prepare and submit site and final bore logs, preserve and transport the samples to laboratory for conducting laboratory tests on soil samples collected from the boreholes, as per IS 1892-1979 and submit test reports. The strata shall be treated as soil up to N value equal to 100(SCR,10%).
- 2.7 Installation of Stand Pipe/ Piezometers in the boreholes and measurement of ground water table level in each borehole after 24hrs.
- 2.8 Submission of draft report and detailed report including Safe Bearing Capacity

(SBC) of soil, Geological logs data including location coordinates, lab test results, foundation analysis and foundation recommendations in 2 copies and final report in 3 copies.

#### **Part B: Test Pits for original ground level**

For the purpose of OGL soil investigations, test pits of size 1 m X 1 m are excavated up to 1/0.5m from ground level at an interval of 500m on the proposed carriageway. Soil samples of about 60 kg are collected from the excavated pits and the following activities are carried out.

#### **SPECIAL TECHNICAL SPECIFICATIONS: Tests Performed on OGL (Original Ground Level Soil):**

Sl. No	Description of Test	Test Method
1	Grain size analysis	IS:2720 - Part 4
2	Atterberg Limits	IS:2720 - Part 5
3	Modified Proctor Test	IS:2720 - Part 8
4	CBR 4 days Soaked	IS:2720 - Part 16
5	Free Swell Index (FSI)	IS:2720 - Part 40

#### **SPECIAL TECHNICAL SPECIFICATIONS: Perform Drilling of boreholes**

- i) IS: 4078 Code of practice for indexing & storage of drill cores.
- ii) IS : 2131 Method for standard penetration test
- iii) IS : 1892 Code of practice for sub-surface investigation for foundations
- iv) IS: 6926 Diamond core drilling site investigation for river valley projects.
- v) IS: 5313 Guide for core drilling observation.
- vi) IS: 4464 Code of practice for presentation of drilling information and core description in foundation investigation.
- vii) IS: 5529 (Part - I & Part - II) Code of practice for in - situ permeability tests in overburden.
- viii) IS : 2132-1987
- ix) IS : 2720 (Pt.-II, Pt.-XV, Pt.-XIII, Pt. IV, Pt. V)
- x) IS : 4221;
- xi) IRC-36-290;
- xii) Any other relevant codes & specifications as decided by ADCL Engineer in charge.

Final report should also include the photographs of the investigation sites, ground water data and GPS co-ordinates as per the ADCL/APCRDA benchmarks or control network.

### **3. TECHNICAL SPECIFICATION**

This is a general technical specification which may contain some additional information. Please consider the information which is relevant for the recommended tests.

### 3.1 BORING, SAMPLING AND IN-SITU TESTING

All samples collected as per standards shall be preserved, labelled and following laboratory tests shall be conducted:

#### 3.1.1 Scope of Investigation

- i) To carry out sub-soil investigation as per codal provisions.
- ii) Boring in Overburden Soil
  - Conducting Standard Penetration Test (SPT) at 1.5mt interval.
  - Collection of disturbed and undisturbed soil samples & water samples as per standards shall be preserved, labelled and following laboratory tests shall be conducted:
  - Laboratory tests on disturbed/undisturbed soil samples:
    - a) Natural Moisture Content (NMC)
    - b) Grain size analysis and hydrometer analyses
    - c) Atterberg limits & soil classification
    - d) Specific gravity
    - e) Bulk density and dry density
    - f) Unconfined compressive strength Test/ Direct Shear test (UU/CD)/Triaxial test
    - g) Consolidation analysis
    - h) Chemical analysis of soil and water samples for pH, sulphate, chloride and other organic content.
  - Laboratory tests on Split Spoon Soil Samples (SPT):
    - a) Natural Moisture Content (NMC) & Specific Gravity
    - b) Grain size analysis
    - c) Atterberg limits & soil classification

### 3.2 Location & Depth of Boreholes

Subsoil investigation shall be carried out as specified in IS:1892 - 1979. Soil exploration depth shall satisfy the following requirements:

- 3.2.1 To a depth of 15.0mt as specified or to a layer having consecutive SPT value of 100 or more for a continuous depth of 5.0mt whichever is met earlier.
- 3.2.2 Depending on the indicative founding levels, to a depth, which is required to generate essential soil parameters for the design of foundations.
- 3.2.3 For each borehole, the depth of termination shall be determined after consultation and certification from the Employer's Representative on the field borelog.

### 3.3 Boring in Overburden Soil

Boring in overburden soil shall be carried out in accordance with the provisions of IS:1892 with shell and auger equipment. The boreholes shall have a minimum diameter of 150mm and be suitably lined throughout. The toe of the lining shall at no time be more than 1.0mt above the level to which the material has been removed from the borehole. Before taking any undisturbed samples or making any in-situ test, the lining shall be carried down to the bottom of the borehole.

Auger of proper size shall be used in soft to firm clays and silts to avoid suction. The use of shell shall only be restricted to very stiff to hard clays and sandy strata below water table.

No water shall be added while boring through cohesive soils and cohesion less soils above the water table. While boring through cohesion less soil below water table, water level in the casing shall always be maintained at or above the water table.

Boreholes shall be stabilized, whenever required, against caving in of the sides of the borehole and heaving of the bottom of the hole, especially in cases where the hole is carried below the ground water level, by use of casing or by means of drilling fluids (mixtures of water and colloidal clays such as bentonite), or by other suitable methods.

The cutting brought up by the auger, shell or the cutting shoe of the split-spoon or undisturbed sampler shall be carefully examined and the soil description duly recorded after performing field identification tests. While sinking borehole, the Consultant shall carefully record the level at which subsoil water is first encountered. On completion of each borehole, the Consultant shall allow sufficient time for the ground water to come to a steady level and record the static subsoil water table. Method for determination of water level in a borehole shall be according to IS: 6935.

### **3.3.1 Disturbed Samples**

Disturbed samples shall be taken from borehole cuttings, split spoon sampler and cutting edge of undisturbed sampler for classification tests at the site. The samples shall be taken at 1.5mt interval or at every identifiable change of strata, whichever is met earlier to give a reliable record of the variations in the conditions of the soils. If required, the disturbed samples should be sent to the laboratory for testing or handed over to the ADCL Representative in air-tight container for the purpose of record.

### **3.3.2 Undisturbed Samples**

Undisturbed samples in cohesive soils shall be taken from the boreholes at 1.5mt intervals alternate with SPT or at every identifiable change of strata whichever is met earlier. Sampling procedures and samplers for recovering undisturbed samples shall normally conform to IS:2132 unless otherwise specified and directed by the ADCL Representative.

In the case of cohesive deposits, undisturbed samples shall be collected by an open tube sampler or a piston sampler. The size of the sampler should be such that a sample having a minimum size of 100mm diameter and 300mm long can be recovered. The sampler shall be pushed strictly by hand or by jacking in soft to firm deposit and no hammering shall be allowed. Where this is not possible, the sampler shall be driven by the blows of a monkey having sufficient weight.

Area ratio of all samplers shall be limited to 10% for soft to firm cohesive deposit and use of thick walled samplers shall be permitted in case of deposits having very high consistency, subject to the approval of the ADCL Representative. Recovery ratio shall be observed and reported in the bore logs, for every sample. The samples shall be sealed, packed and properly labelled and transported to the laboratory as laid down in IS: 2132. The top and bottom of a sample must be indicated clearly on the sample tube to facilitate the laboratory testing in proper orientation as specified by the ADCL Representative.

### **3.3.3 Standard Penetration Test**

Standard penetration test shall be conducted in soils as per IS:2131 at 1.5mt intervals or at every identifiable change of strata, whichever is met earlier. The test shall be conducted after driving the casing to the bottom of the borehole and after cleaning it. N values both the field and corrected shall be reported.

### **3.4 DELETED.**

### **3.5 Dispatch of Samples**

Samples shall be dispatched to the laboratory as soon as possible after being obtained and shall not be allowed to accumulate on Site.

### **3.6 LABORATORY TESTS**

The ADCL Representative shall have the right of access to Consultant's laboratory and/or any other laboratory where tests have been arranged to be carried out during the progress of this investigation. The Consultant shall carry out the tests as listed out in the Schedule of Items, and/or as decided by the ADCL Representative, in laboratory. He shall furnish the name/s of laboratories where he proposes to have the tests carried out and have them approved by the ADCL's Representative.

Laboratory tests shall be carried out in consultation with the ADCL Representative and as per relevant Indian Standard Codes. After completion of work, a list of all soil core samples collected from each borehole shall be submitted to the ADCL Representative with records of bore logs and in-situ tests in duplicate. Laboratory tests shall commence only after the schedule is approved by the ADCL's Representative.

#### **3.6.1 Tests on Disturbed/Undisturbed Soil Samples**

##### **3.6.1.1 Preparation of Test Specimens**

Preparation of test specimens for the various tests shall be carried out as per the procedures laid down in the various relevant IS Codes.

In case of soft to firm cohesive undisturbed soil samples, test samples for all types of shear tests shall be prepared strictly by hand trimming or soil lathe. Care shall be taken against bending of soil samples at the time of horizontal ejection of the samples from the sampling tubes. Samples shall be ejected from the sampling tubes preferably in the same direction of travel in which the samples entered the sampling tubes.

Similarly test specimens for consolidation tests shall also be prepared to

the required size by hand trimming only and the ring of the consolidation apparatus shall be inserted by pressing gently with the hands and carefully removing the material around the ring. In no case the ring shall be forced into the soil. Great care shall be taken during the trimming of the sample from the top and the bottom of the ring. The test specimen shall be prepared in the same orientation as that of the actual strata so that the laboratory test load compresses the soil in the same direction relative to the soil strata as the applied load in the field.

#### **3.6.1.2 Index Property Tests**

Laboratory tests shall be carried out in consultation with the ADCL Representative and as per relevant parts of IS: 2720 to find out the following index properties:

- a) Natural Moisture Content
- b) Sieve and Hydrometer analyses
- c) Atterberg Limits & soil classification
- d) Specific gravity
- e) Bulk & Dry Density

The soil samples to be tested shall be selected by the ADCL Representative.

#### **3.6.1.3 Unconfined Compression Test**

Unconfined compression test shall be carried out as per IS:2720 (Part X). Each unconfined compression test shall comprise tests on a minimum of three soil specimens not less than 38mm diameter and a height to diameter ratio of 2, together with the determination of natural moisture content and bulk densities. The water content of the specimen shall be taken from the failure zone of the specimen. The test results shall be observed and reported as per the standard practice. The tender shall quote in the bill of quantities for each unconfined compression test to include for all the above mentioned items.

#### **3.6.1.4 Triaxial Test**

Triaxial test shall be conducted on the undisturbed samples selected by the ADCL Representative. The test shall be conducted as per IS: 2720 (relevant parts). The stress-strain diagrams as well as the Mohr circle envelopes shall be included in the report.

#### **3.6.1.5 Consolidation Test**

Consolidation test shall be conducted on undisturbed samples as per IS: 2720 (Part XV) selected by the ADCL Representative. The loading on the test specimens shall be applied in the following stages: 0, 0.1, 0.25, 0.5, 1.0, 2.0, 4.0, 8.0 kg/sq.cm. Unloading of the test specimens shall be done in suitable stages. The co-efficient of consolidation ( $C_v$ ), the coefficient of volume decrease ( $m_v$ ) and the coefficient of compressibility ( $C_c$ ) shall be determined and reported.

### **3.6.2 Chemical Analysis**

Chemical analysis of soil and water samples shall be carried out for pH value, sulphate, chloride and other organic content in ppm and percentage.

### **3.7 Determination of Soil Absorption capacity:**

#### **3.7.1 Percolation Test**

**3.7.1.1** Percolation test should be conducted as described in paras 3.7.1.2 to 3.7.1.6 hereinafter to determine the permeability of the soil at any depth at which it is intended to dispose of the effluent.

**3.7.1.2** A square or a circular hole with side width or diameter of 100mm to 300mm and vertical sides shall be dug or bored to the depth of the proposed absorption trench. The bottom and sides of the holes shall be carefully scratched in order to remove any smeared soil surface and to provide a natural soil interface into which water may percolate. All the loose material shall be removed from the hole and coarse sand or fine gravel shall be added for a depth of about 50mm, to protect the bottom from scouring and sediment.

**3.7.1.3** Water shall then be poured up to a minimum depth of 300 mm over the gravel. In order to ensure that the soil is given ample opportunity to swell and to approach the condition it will be in, during the wettest season of the year, *the percolation shall be determined 24 hours after the water is added.* If the water remains in the test hole after the overnight swelling period, the depth shall be adjusted to 150mm over the gravel. Then from fixed reference point the drop in water level shall be noted over a 30 minute period. This drop shall be used to calculate the percolation rate.

**3.7.1.4** If no water remains in the hole, water shall be added to bring the depth of the water in the hole till it is 150mm over the gravel. From a fixed reference point, the drop in water level shall be measured at 30 minutes intervals for 4 hours, re-filling 150mm over the gravel as necessary. *The drop that occurs during the final 30 minutes period shall be used to calculate the percolation rate.* The drops during prior periods provide information for possible modification of the procedure to suit local circumstances.

**3.7.1.5** In sandy soils or other porous soils in which the first 150 mm of water seeps away in less than 30 minutes after the overnight swelling period, the time interval between measurement shall be taken as 10 minutes and the test run for one hour. The drop that occurs during the final 10 minutes shall be used to calculate the percolation rate.

**3.7.1.6** Percolation Rate - Based on the final drop, the percolation rate, that is, the time in minutes required for water to fall 25 mm, shall be calculated.

### **3.8 DELETED:**

### **3.9 Ground Water**

One of the following methods shall be adopted for determining the ground water

table in bore holes as per IS: 6935 and as per the instructions of the engineer-in-charge.

- a) In permeable soils, the water level in borehole shall be allowed to stabilize after lowering it adequately by bailing. When water level inside the borehole is found to be stable, the depth of water level below ground level shall be measured. Stability of sides and bottom of the borehole shall be ensured at all times.
- b) For both permeable and impermeable soils, the following method shall be suitable. The borehole shall be filled with water and then bailed out to various depths. Observation on the rise or fall of water level shall be made at each depth. The level at which neither a fall nor a rise is observed shall be considered as the water table elevation. This shall be established by three successive readings of water level taken at an interval of two hours.

**3.9.1** In case any variation in the ground water level is observed in any specific boreholes then the water level in these bore holes shall be recorded daily during the course of field investigation. Levels in nearby wells, streams etc. if any shall also be noted whenever these readings are taken. If so called for, observation wells shall be drilled for the purpose of long term studies on the fluctuation in ground water levels and pressure. Either stand pipe or piezometer shall be installed at the specified depths in the selected previously drilled bore holes or specially drilled bore holes for this purpose as per the specification and instructions of the engineer-in-charge. Daily water level readings shall be recorded immediately following the installation up to the time of leaving the site. At the end of field work, these installations shall be handed over in satisfactory working condition to the engineer-in-charge without disturbing their position so that the owner can continue further observations.

**3.9.2** Stand pipes and piezometers shall consist of 19mm internal diameter rigid un-plasticised (UPVC) tubing. All the joints in the tubing shall be made of coupling sleeves. The top of UPVC tubing shall be enclosed in a 75mm diameter galvanised steel pipe of 1.5m length having a galvanised steel screw cap with well-greased threads and the caps shall be tightened such that it would be impossible to loosen by hand. The lower end of the pipe shall have four legs of 6mm thick and 100mm long and welded to have projection of 25mm. The pipe shall be sealed into the ground with cement grout so that it does not rotate. The top end of the pipe shall project about 300mm above ground level unless otherwise specified by the engineer-in-charge. The perforated tubing for the porous element shall be surrounded by a response zone of well graded sand from 500mm below to 150mm above the lower end of the stand pipe or piezometer and the bore hole above the response zone shall be back filled with natural soil or well graded sand.

**a) Stand pipe**

Stand pipes shall be installed to measure the water level in soils with high permeability such as sand and gravel. The stand pipe shall consist of a perforated tubing attached to the bottom of the UPVC tubing. The perforated tube shall be 150mm long having perforations of diameter not greater than 1mm.

## **b) Piezometers**

Piezometers shall be installed to measure the pore pressures in soil with medium to low permeability. Piezometer shall consist of a porous filter attached to the bottom of the UPVC tubing. The filter shall be 300mm in length and shall be placed in the bore hole and sealed at top and bottom by grouting. Hydraulic piezometers with double line are to be used to remove the air trapped in the system.

## **4. TECHNICAL SPECIFICATION FOR OTHER TESTS**

This is a general technical specification which may contain some additional information. Please consider the information which is relevant for the recommended tests.

### **4.1 California Bearing Ratio Test**

This test shall be carried out to obtain the properties of soil required for the design of roads. The equipment and accessories required for carrying out the test, test procedure, recording of observations and presentation of results shall conform to IS: 2720 part XXXI. The test locations and depth shall be as specified in the drawings or as directed by the engineer-in-charge.

## **5. REPORTS**

### **5.1 Draft and Detailed Report**

On completion of all field and laboratory testing, the Consultant shall submit two copies of draft report for the ADCL Representative's review. The report shall include detailed bore logs, subsoil section, field test results laboratory observations and test results both in tabular as well as graphical form, practical and theoretical considerations for the interpretation of test results, the supporting calculations for the conclusions drawn etc.

The Consultant's qualified geotechnical engineer shall visit the ADCL's office at Vijayawada for a detailed discussion on the ADCL's Representative comments on his draft report. During the discussions, it shall be decided as to the modifications that need to be done in the draft report.

Thereafter, the Consultant shall incorporate in his report the agreed modifications and after getting the amended draft report approved, three (3) copies of the detailed final report shall be submitted along with the graphs, tables etc. An electronic (soft) copies of the final report in „MS Work" and „MS Excel" format shall also be submitted in CD. The graphs and drawings shall also be submitted in AutoCAD „DWG".

The detailed report shall include:

- 5.1.1 A plan showing the onsite position of all boreholes with co ordinates
- 5.1.2 A description of regional geology of the site.
- 5.1.3 A description of the procedures of investigation and testing employed and list of equipment's used.

- 5.1.4 Detailed bore logs, subsoil sections, laboratory and field test results both in tabular as well as in graphical form, showing variations of each of the soil properties with depths in each bore hole.

Description for the soil layers should include constructability statement regarding the level of effort expected to excavate in all type of soils. Excavation level of efforts and techniques should be addressed for each material type (i.e. ripping, chemical breaking, blasting etc...)

- 5.1.5 A true cross section of all individual bore holes with reduced levels and coordinates (with respect to common datum) showing the classification and thickness of individual stratum, position of ground water table, various in-situ tests conducted and samples collected at different depths.

- 5.1.6 Field and laboratory test results along with graphs and tables used for computation.

- 5.1.7 Plot of SPT value (both field and corrected) with depth.

- 5.1.8 The stress-strain diagrams as well as Mohr circle envelopes for unconfined compression tests, Triaxial tests and shear strength of samples.

- 5.1.9 Modulus of elasticity for samples.

- 5.1.10 "e" vs  $\log p$ , compression vs.  $\log t$  or compression vs.  $\sqrt{t}$  plots depending upon the shape of the plot to determine the coefficient of consolidation "Cv" and time for 50% and 90% primary consolidation.

- 5.1.11 Coefficient of volume decrease (mv) and coefficients of permeability shall be determined and reported. Pre-consolidation pressure shall be determined for each test and shall be taken into consideration in recommending the anticipated settlement along with the time to achieve the same.

- 5.1.12 Recommendations shall be given area wise duly considering the type of soil, structure, foundation type and ground water table etc in the area. The recommendations shall include but not be limited to the following.

- a) Suitability of the soil for construction of roads and embankments, their Stable slopes for shallow and deep excavations, active and passive earth pressures, earth pressure at rest and modulus of elasticity as a function of depths for the design of underground structures etc. Provide horizontal and vertical soil strata modulus at varying depths. To provide recommendations for existing subgrade CBR at cutting locations
- b) Suitability of locally available soils at site for filling and backfilling purposes and specification for site grading.
- c) Protective measures based on chemical nature of soil and ground water with due regard to the potential deleterious effects.
- d) After the completion of the approved final report, samples shall be stored safely for a minimum period of time as per the standard norms (around 3 months). Before discarding the samples, ADCL shall be informed and same shall be handed over to ADCL, or if required, samples shall be stored for further period of time on mutual understanding.

5.1.13 Determine the Upper and lower ground water levels based on readings of 2 hours and 24 hours after drilling is completed. Determine and report the rate of flow of ground water

5.1.14 Any other information of special significance encountered during investigation and likely to have a bearing on the design.

The report should indicate whether contaminated soils (or suspected contaminated soils) were encountered during the site investigation. If contaminated soils were encountered, the report should provide additional information on the location, depth, and observed or measured contaminate.

5.1.15 Photographs of field and laboratory activities and all the core boxes shall be included in each copy of the report.

5.1.16 All necessary capacity and settlement calculations should be furnished in the appendix of the report

A draft copy of the detailed report shall be submitted to the ADCL Representative for his approval and the final report shall be submitted thereafter in three copies.

## 6. GENERAL

- 6.1 Agency operations should not cause any hindrance to other uses of land. As soon as the investigation work is completed all boreholes shall be back filled to the satisfaction of the engineer.
- 6.2 Agency shall deploy suitable/ qualified personnel to conduct the subsoil investigation and such personnel are to be skilled in the work. The work is to be done under the overall supervision of fully qualified post graduate geo-technical engineer with sufficient experience in making boreholes, conducting field tests, taking samples and identifying soils. The status of the investigation/ field work should be informed by the agency to the engineer-in-charge on daily basis. Format for submission of the data will be agreed by client.
- 6.3 All facilities required to work at site shall be borne by the agency and shall not use any portion of the site for any purpose not connected with the works.
- 6.4 Location of boreholes & test pits will be provided by the Engineer-in-Charge at site. Termination depth of each borehole shall be decided by the Engineer-in-Charge.
- 6.5 Drilling of boreholes, recording observation data (time for drilling in rock should include in bore logs also), collection and preserving the undisturbed samples, numbering and preserving the cores in standard core boxes, preparation of bore logs and core logs shall be carried out strictly as per relevant IS standards.
- 6.6 Undisturbed samples (UDS) collected at site shall be preserved such that no escape of moisture takes place and structure do not get disturbed. All Undisturbed samples shall be preserved in shade covered with moist hessian cloth.
- 6.7 Agency shall provide at least one qualified geo-technical engineer and a

- geologist at site along with supervisors throughout the process of investigation.
- 6.8 The work shall be commenced and completed as per the priority. In case of delay in progress of investigation, agency has to mobilize additional rigs to site, without any additional cost to client.
  - 6.9 Agency must inform to the engineer-in-charge before demobilization of plants /machinery.
  - 6.10 In case at any stage, it is found that the progress and quality of work is not satisfactory, the work (in part or full whatever it may be) shall be withdrawn from the agency. No payment will be made against the completed works.
  - 6.11 Submit the draft report (soft & hard copy) for review; covering field/ lab test results in table & graphical form, silt factor, recommended foundation type and depth, SBC/ Pile capacity, site observations, photographs of field and laboratory activities and all the core boxes etc., shall be included in the report.
  - 6.12 Compiled final reports (soft & 3 Nos. of signed hard copies) shall be submitted after incorporating the observations from Client.
  - 6.13 Final report shall be submitted after incorporating the observations from Client.
  - 6.14 All data, information, documents, reports, specifications and similar materials etc. made under this contract are meant for this work only and upon completion of the work become the property of the Client. Agency may retain copies of said data or documents for his records, but such materials shall not be used by the agency for any other purpose.
  - 6.15 Agency shall take all the SPT/UDS samples from the core boxes for laboratory testing. The space occupied by the selected core samples should be labelled properly in the core box for easy identification, up to the satisfaction of Engineer-in-charge.
  - 6.16 Final report should also include the photographs of the investigation sites, ground water data and GPS co-ordinates as per the ADCL/ APCRDA benchmarks or control network.

## **7. DURATION:**

- 7.1 Assignment Duration is three (3) months.

## SCOPE OF SPECIFICATIONS AND DELIVERABLES

### PART - B

#### 1. Introduction

**Scope of Works for Confirmatory Soil Testing** for Strengthening and Upgradation of Karakatta (existing bund) Road to 2Lane Road, in Amaravati, Andhra Pradesh New Capital City, India.

Description	Sl No.	Detailed Description
Name of Contract	S1.1	Confirmatory Soil Testing for Strengthening and Upgradation of Karakatta (existing bund) Road to 2Lane Road, in Amaravati, Andhra Pradesh New Capital City, India”
Description of site	S1.2	<p>1. Task 1: Karakatta Road existing bund area</p> <p>Geotechnical details are desired for the inputs of pavement design to strengthen the Karakatta Road existing bund area. Investigation to be carried to evaluate the details of existing subgrade soil at the proposed subgrade level.</p> <p>Soil investigation to be carried with necessary tests and recommendations to be provided in relation to CBR of the subgrade and the compaction degree available as per the site condition.</p> <p>2. Task 2: Karakatta Road Widening area</p> <p>Bore holes to be carried at the location plan provided in Karakatta Road widening area, details to be provided for the soil classification and CBR value at various depths of the bore holes.</p>
Purpose of the contract	S1.3	<p>1. Task 1</p> <p>To evaluate the CBR and the compaction degree of the subgrade of Karakatta Road existing bund area and provide recommendations for the design CBR value.</p> <p>2. Task 2</p> <p>Soil strata with CBR values to be provided so as to plan the material in the fill areas of Karakatta Road widening area.</p>
Standard Code of Practice	S1.4	Bureau of Indian Standards (BIS) or ASTM

Scope of site investigation works	S1.5	<p>The scope comprises:</p> <ul style="list-style-type: none"> <li>i) Boreholes of 15 .0 m depth at 300mt spacing, using shell and auger and rotary drilling techniques.</li> <li>ii) Un-disturbed sampling (UDS) of soil from each borehole at every 1.5mt interval (alternate with SPT)</li> <li>iii) Standard penetration testing (with collection of split spoon samples) in boreholes at every 1.5mt interval (alternate with UDS)</li> <li>iv) Trial pits of size 1.0 X 1.0mt of 2.0 m depth</li> <li>v) Un-disturbed samples (UDS) of soil from each trail pit at subgrade level and up to 1m from the top of subgrade</li> <li>vi) Laboratory testing as detailed in section S1.7.</li> <li>vii) Submission of engineer's field logs at the completion of each bore/pit (for scheduling lab tests)</li> <li>viii) Factual reporting</li> </ul>
Schedule of drawing	S1.6	<p>Locations of proposed boreholes, trial pits, and field tests are marked on the site layout plan. Refer attached drawings.</p> <p>NOTE: Location of field tests and lab test schedules may vary as per actual encountered strata (types of samples). Coordination to be carried with ADCL representative while carrying the work.</p>
Scope of laboratory testing	S1.7	<p>The tentative testing regime shall comprise following (testing schedule to be confirmed with client with submission of engineer's field logs):</p> <ul style="list-style-type: none"> <li>i. Soil classification and Particle size distribution (on each sample): Dry/wet sieve analyses (Hydrometer essential when % passing 0.075 mm sieve &gt; 10% or PI &gt; 7)</li> <li>ii. Shrinkage limit (as applicable)</li> <li>ii. Bulk density, dry density, moisture content and specific gravity tests on all samples</li> <li>iv. Modified Proctor compaction test for MDD, on soil samples and on CWR samples (approx. 30 tests)</li> <li>v. Evaluation of field density as per existing condition.</li> </ul> <p>4-days soaked CBR tests at field compaction level and at 97% MDD (vary OMC to <math>\pm 2\%</math>), on soil samples (approx. 30 tests)</p>

Report	S1.8	<p>The report shall comprise</p> <p>Details of test results</p> <p>i) Recommendations for design CBR for the Karakatta Road flexible pavements as per the site condition and with the existing compaction degree.</p> <p>ii) Bore log details, details of soil strata at various levels, details of SPT</p> <p>iii) CBR values of soil at various depths. Lab test reports</p>
--------	------	--

## ANNEXURE A - 1

## BIDDER'S ELIGIBILITY CRITERIA AND SUBMITTALS

**Qualification criteria:**

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified below. The invitation for bids is open to all entities who fulfil qualification criteria as specified below:

Sl. no.	Subject	Criteria	Submittals / Proofs
1.	Legal Status	The Geotechnical Consulting firms must be registered in India.	Certificate of incorporation
2.	Firms Experience	The firm should have 10 years' experience in providing Geotechnical Investigation services for infrastructure projects.	Completion certificates of similar kind of Geotechnical Investigation services. Client certification is mandatory.
		The firm should have mini. 5years' of experience in the field of Geotechnical Investigation of similar services for National Highway projects.	
3.	Turnover	The firms should have an average annual turnover of Rs. 5 Crore from Geotechnical Investigation Services in the last five financial years.	Details of Income tax paid and CA certified Company / firm Turnover reports along with audited Profit & Loss statements.
4.	Similar Experience	The firm should have completed at least 6 Geo- technical investigations for any infrastructure project in the past 2 years preceding the submission date.	Client issued certificate along with proof of completion.
		The Bidder should be able to provide the required manpower to manage the similar kind of Geo-technical Investigation Services.	Details of manpower proposed in this project, that company has on permanent role & to be Recruited.
		The Bidder should be equipped with the necessary tools and machinery to provide Geotechnical Investigation Services.	List of tools and Equipment proposed in this project, that company owned.

**ANNEXURE-B**  
**QUESTIONNAIRE**

<b>1.</b>	<b>BIDDER</b>	
1.1	Full Name	
1.2	Jurisdiction of Incorporation	
1.3	Registration Number	
1.4	Registered Address	
<b>2.</b>	<b>Incorporation Documents</b>	
2.1.	In case of a firm	
2.1.1.	Registration certificate	
2.1.2.	Registration Number (CIN)	
2.1.3.	Registered Address	
2.1.4.	Power of Attorney of Authorized Signatory (Certified true copy)	
2.1.5.	Tax Registration Details - Goods & Service Tax - Income Tax	
2.1.6.	Any other	
2.2.	In case of Company	
2.2.1.	Certificate of incorporation, Memorandum and Articles of Association, CIN	
2.2.2.	Board Resolution/Power of Attorney of Authorized Signatory (Certified true copy)	
<b>3.</b>	<b>Contact Person for this Proposal</b>	
3.1.	Name	
3.2.	Address for Courier	
3.3.	Office Phone	

3.4.	Mobile Phone	
3.5.	Fax	
3.6.	E-mail Address	
<b>4.</b>	<b>Bank Providing BGs &amp; insurances (as applicable)</b>	
4.1.	Name of Bank	
4.2.	Branch of Bank	
4.3.	Letter from Bidder's bank/insurance agent stating concurrence to provide necessary bonds/insurances if selected as the Consultant.	
<b>5.</b>	<b>Disclosure of Interests</b>	
	Please disclose here any beneficial financial interest which exists, or may exist, between yourselves and the following or their affiliates:	
5.1.	ADCL	
5.2.	APCRDA	
5.3.	Consultants hired by ADCL & APCRDA	
<b>6.</b>	<b>Certifications &amp; Procedures</b>	
6.1.	Please attach your current corporate Quality Procedure, Safety Manual and certification(s) for:	
6.2.	Quality, eg. ISO 9000	
6.3.	Environmental Management, eg. ISO 14000	
6.4.	Other relevant certifications	
<b>7.</b>	<b>Assumptions in the proposed Proposal</b>	
	Identify here any provision(s) of the Proposal to which if there is a change, would materially increase/decrease your price:	
<b>8.</b>	<b>Authorized Representative Certificate</b>	
	Full name	Signature
	Position	
	Company	
	Date	

**ANNEXURE - C**  
**COVERING LETTER**

[On Bidder's letter head]

[Location, Date]

**To:**

The Chairperson & Managing Director  
Amravati Development Corporation Limited  
# 20-4-15, Flat No. 1G, Anand Heights  
Kedareswarapet, Vijayawada - 520 003.  
Andhra Pradesh State. INDIA.

Dear Sirs:

**Subject:** Proposal in response to the Request for Proposal for **Selection of Consultancy firm to provide Geotechnical Investigations Services for Strengthening & Widening of Karakatta Road, in A.P. New Capital City, Amaravati, Vijayawada, India.**

1. Having read, carefully examined and understood the above Request for Proposal and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby offer to perform the Services (as defined in the RFP) in accordance with the Scope of Services and the terms and conditions set forth in the Agreement provided as **Annexure-E** to the RFP and the other RFP documents.
2. We hereby agree and confirm that our Proposal has been prepared strictly in conformance with the instructions in the RFP (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the RFP during the bidding process.
3. We agree that we have inspected and examined the RFP documents and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Proposal and all queries on other contractual matters have been addressed.
4. Without prejudice to the generality of the foregoing:
  - (a) We undertake to keep our Proposal valid and open for acceptance without unilaterally varying or amending its terms for the Proposal Validity Period stated in the RFP;
  - (b) We agree that if our Proposal is accepted, we will execute the Agreement, provide the necessary indemnities & insurances and obtain and provide the Performance Guarantee and Parent Company Guarantee (if applicable); all in accordance with the RFP
  - (c) We agree to continue to keep in force a valid Bank Guarantees as stipulated in the RFP;
  - (d) We acknowledge and agree that the acceptance of our Proposal and award of the contract, and the cancellation or modification of the RFP at any

RFP for Geotechnical Investigations Services for Strengthening and Upgradation of Karakatta (existing bund) to 2Lane Road, in Amaravati, A.P. New Capital City, India.

stage is at ADCL's sole discretion and any decision taken by ADCL in relation to the RFP (including any award) is final and binding on us and we shall have no rights or claims arising out of or in relation to any decision of ADCL in relation to the RFP or the selection process thereunder.

- (e) We acknowledge and agree that ADCL is not bound to accept the lowest or any Proposal or offer that ADCL may receive.
5. We represent and warrant to ADCL that as of the date of submission of the Proposal and till the end of the Proposal Validity Period (as may be extended):
- (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
  - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertaking the Services if our Proposal is accepted;
  - (c) we are in compliance with all the terms and conditions of the RFP;
  - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect ADCL's evaluation or decision in relation to the award of the contract;
  - (e) we have all the necessary corporate and statutory approvals and authorizations to participate in this RFP and to submit the Proposal as a binding offer in response to the RFP, the Confidentiality Undertaking and all other documents that are required to be submitted pursuant to the RFP, and to execute and perform the Agreement (if awarded); and
  - (f) we or the personnel we intend to engage for this assignment are not disqualified from undertaking the assignment on account of security clearance by the Government of India, any relevant authority of the Government of India or by any agency or other governments and that at all times we shall provide any information required to assess the same.
  - (g) we have factored in all costs and expenses for undertaking the Scope of Services in accordance with the terms and obligations specified in the Agreement and the RFP in the preparation of our Financial Proposal and that the same is sufficient and reflects our no-regret offer in all respects.

In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify ADCL of the same.

- 6. We declare that there has been no material adverse change in our financial and technical capability with reference to and including any additional exposure to financial and/or legal risks to us, since the date of submission of our Expression of Interest. We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any tendering process.
- 7. We undertake that we will intimate ADCL of any material change in facts, circumstances, status or documentation relating to us during the Proposal

Validity Period (as may be extended in accordance with the RFP).

8. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Vijayawada will have exclusive jurisdiction in respect of all matters arising out of this Proposal.
9. We have agreed that [\_\_\_\_\_] **[Insert Authorised Signatory's name]** will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the power of attorney / resolution of the board of directors / authorization attached with this Proposal, which will be binding on us.
10. We have provided details, in accordance with the instructions and in the form required by the RFP and have attached the same as appendices to this Proposal. These documents form an integral part of this Proposal:

**Part 2 - RFP Questionnaire**

**Part 3 - Power of Attorney**

**Part 4 - Financial Information**

**Part 5 - Proposed Organization Structure & Key Personnel Deployment**

**Part 6 - Approach, Methodology and Work Plan**

**Part 7 - Accepted and acknowledged RFP**

Yours sincerely,

For and on behalf of [name of Bidder]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

<Seal of Bidder>

## ANNEXURE D

## FORMAT FOR FINANCIAL PROPOSAL

[On Bidder's letter head]

**To:**

The Chairperson & Managing Director  
 Amravati Development Corporation Limited  
 # 20-4-15, Flat No. 1G, Anand Heights  
 Kedareswarapet, Vijayawada - 520 003.  
 Andhra Pradesh State. INDIA.

Dear Sir,

Having fully considered the terms of the Request for Proposal for selection of Consultancy firm to provide Geotechnical Investigation Services for Strengthening and Upgradation of Karakatta (existing bund) to 2Lane Road (Length: 13.58km approx.) in Amaravati, A.P. New Capital City, India, we herewith submit our Financial Proposal as below:

Sl. No.	Description	Units	Rate
1	<p><b><u>Part A: Sub-soil Investigations</u></b></p> <p>Drilling of exploratory boreholes of 150mm diameter at an interval of 300mt distance, by rotary drilling equipment through all types of soils from existing ground level to 15.0mt depth below GL including collecting undisturbed samples (UDS) (in case of clayey strata continuous UDS is preferable), disturbed samples @ every 3 m interval and SPT @ every 1.5m depth interval under technical supervisor/Engineer of the agency, preparation and submission of site &amp; final bore logs, preserving &amp; transporting the samples to laboratory for further testing as per IS 1892-1979. The strata shall be treated as soil up to N value equal to 100 (SCR &lt;10%).</p> <p>Rates are inclusive of field activity (drilling, field testing and logging all the samples collected including core logs for rocky strata), conducting required laboratory tests in authenticated laboratory, analysis and pavement design/foundation design, finally recommending the type &amp; depth of foundations along with recommended SBC preparation and submission of Geotechnical report. Recommendations made in report shall be acceptable to the client, hence any revisions required in the process shall be the responsibility of the agency itself.</p>	INR/ Running meter	

2	<b><u>Part B: Test Pits for original ground level</u></b> Test pits of size 1 m X 1 m are excavated up to 1/0.5m from ground level at an interval of 500m on the proposed carriageway. Soil samples of about 60 kg are to be collected from the excavated pits.  Rates are inclusive of field activity conducting required laboratory tests in authenticated laboratory, Grain Size analysis, Atterberg Limits, Modified Proctor Test, 4 days soaked CBR and Free swell Index	Per Test Pit	
3	Goods & Service Tax @		

Cost shall include mobilization, demobilization, Installation of Temporary Platform on Sand bags or boats, floating pontoon as deemed necessary for erection of boring / drilling rigs at various locations for boring / drilling under water, tankers, water requirements and safety PPE & all incidental charges etc.

Yours sincerely,  
 For and on behalf of [name of Bidder]

Authorized Signature [In full and initials]:  
 Name and Title of Signatory:  
 Name & Address of Bidder:

<Seal of Bidder>

## ANNEXURE-E

### CONSULTANCY SERVICES AGREEMENT TEMPLATE

This CONSULTANCY SERVICES AGREEMENT (“**Agreement**”) is entered into at Vijayawada on this \_\_\_\_\_ (the “**Execution Date**”) by and between:

**Amaravati Development Corporation Limited**, a Company incorporated by Government of Andhra Pradesh State under the Companies Act, 1956 represented by its Chairperson & Managing Director and having its Registered Office at: # 20-4-15, Flat No. 1G, Anand Heights, Kedareswarapet, Vijayawada - 520 003, Andhra Pradesh State, INDIA, (hereinafter referred to as “**ADCL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the FIRST PART;

**AND**

....., a Company incorporated under the Companies Act, 1956 represented herein by its authorized signatory ..... and having its Registered Office at ..... (hereinafter called the “**Consultant**”, which expression shall mean and include its consortium partners, representatives, successors-in-interest and permitted assigns) of the SECOND PART.

The aforesaid parties are hereinafter referred to individually as a ‘Party’ and collectively as the ‘Parties’, as the context may require.

#### WHEREAS:

- A. ADCL proposes to carry out “**Geotechnical Investigation Services for Strengthening and Upgradation of Karakatta (existing bund) to 2Lane Road in Amaravati, A.P. New Capital City, India**” (as outlined in detail in the Scope of Services, Schedule A).
- B. The Consultant is in the business of providing Consultancy Services for Geotechnical Investigations and submit the reports.
- C. Pursuant to ADCL’s request for proposal, the Consultant has submitted a proposal to provide the Services. The Consultant has represented and warranted (and continues to represent and warrant) to ADCL that it has experience, expertise, capability and know-how to ensure that the Services are executed in accordance with the terms of the Agreement in a timely, safely and environmentally responsible manner and that the Services will be capable of seamless integration with other consultants and contractors engaged by ADCL for the development of A.P. New Capital City, Amaravati at Vijayawada, India.
- D. Relying upon the experience, expertise capability along with the representations of the Consultant to execute the Services, ADCL desires to appoint the consultant to carry out consultancy Services with respect Geotechnical Investigations, on a non-exclusive basis as detailed out in Schedule A- subject to the terms and conditions of

the Agreement and the Consultant agrees to carry out and complete the Services, on the terms and conditions of the Agreement.

- F. ADCL and Consultant desire to enter into this Agreement to record the terms and conditions on which Consultant will provide the Services to ADCL.

**NOW THEREFORE, it is agreed as follows**

## **1. DEFINITIONS**

### **1.1 Definitions**

The following words and expressions, as used throughout this Agreement, shall have the following meanings:

- 1.1.1 **“Agreement”** refers to this Consultancy Agreement, and all exhibits and attachments annexed to this Agreement or otherwise, incorporated by reference; and all written modifications occurring after the date of this Agreement.
- 1.1.2 **“Applicable Laws”** means, all laws, promulgated or brought into force and effect by the Government of India or the Government of Andhra Pradesh including, the regulations and rules made there under, and judgments, decrees, injunctions, writs and Orders of any Court of record, as may be in force and effect during the subsistence of this Agreement.
- 1.1.3 **“Commencement Date”** means, the date upon which, the Consultant commences provision of the Services under this Agreement, being with effect from the date of Contract Signing.
- 1.1.4 **“Confidential Information”** or **“Information”** has the meaning assigned to it in Clause 12 of this Agreement.
- 1.1.5 **“Deliverables”** means any drawings, plans, designs, programmes, diagrams , specifications, technical data, software, models, reports (interim and final), manuals, calculations, documents or other materials or items whatsoever prepared for and/or in connection with the execution of the Services by the Consultant, and whether stored in paper, electronic or other form as per Clause 4 of this Agreement.
- 1.1.6 **“GOI”** shall mean the Central Government of India and any ministry, department or instrumentality of the Central Government which is under its control and performs its sovereign functions.
- 1.1.7 **“Government Authority”** means the GOI and provincial, state or local Government in India and any political subdivision thereof.
- 1.1.8 **“Man-day”** shall mean the services provided by the person per full day.
- 1.1.9 **“Parent Company”** shall mean the company which holds and/or controls 51% or more shareholding and voting power in other company such that the management, operations or decision making power is vested with the first company.
- 1.1.10 **“Parent Company Guarantee”** means the guarantee executed by the holding company of the Consultant in favour of ADCL entered into on or about the date hereof and in the for attached to this Agreement. (if

applicable)

- 1.1.11 **“Professional Fee”** shall have the meaning assigned to it in Clause 6.1 of this Agreement.
- 1.1.12 **“Project”** means the Strengthening and Upgradation of Karakatta (existing bund) to 2 Lane Road, in Amaravati, A.P. New Capital City, India.
- 1.1.13 **“Project Site” or “Site”** means that part of the A.P. New Capital City, Amaravati on, under and over which the permanent infrastructure works are to be executed.
- 1.1.14 **“Work Order”** shall have the meaning assigned to in **Clause 3.3** of this Agreement.
- 1.1.16 **“Related Services and works”** means works performed or undertaken by other consultants, contractors engaged in connection with the A.P. New Capital City, Amaravati or this Project and/or services related thereto or by public or private utilities or by any Relevant Authority or other authorities either prior to, concurrently or sequentially with the Services and which may be connected to, associated with, ancillary to or otherwise related to or relevant to the Services.
- 1.1.17 **“Relevant Authority”** includes the GOI, Government of Andhra Pradesh (**‘GoAP’**), Amaravati Development Corporation Limited (**‘ADCL’**), Ministry of MA&UD, APCRDA or any other subdivision or instrumentality thereof, or any other authority empowered by the Applicable Laws.
- 1.1.18 **“Sub-consultant”** means a person, consulting firm or a team engaged by the Consultant and who is not a regular employee of the Consultant, for undertaking part of the scope of Services under this Agreement and shall be appointed with the prior written approval of ADCL.
- 1.1.19 **“Services”** shall refer to services as mentioned in Clause 3.1 and as further detailed in the introduction of the Schedule A.
- 1.1.20 **“Standard of Care”** has the meaning assigned to it in Clause 7.1 of this Agreement.
- 1.1.21 **“Taxes”** means all forms of taxation, duties, fees, cess, imposts and levies including income tax, sales tax, GST, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, professional tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith and any of their employees, assessments, tax on remittances, permits and licenses, of any kind, howsoever computed, whether by reference to Consultant’s net income or otherwise, which may be levied or required to be withheld by the Government of India or any political or municipal subdivision thereof on income, whether net income or otherwise, or remittance to Consultant or its or their employees pursuant to this Agreement and the words “Taxation” and “Taxes” shall be construed accordingly.
- 1.1.22 **“Term”** shall have the meaning ascribed to it in Clause 2 of this Agreement.
- 1.1.23 **“Written” or “in writing”** means, hand-written, type-written, printed or electronically made (inclusive of e-mail communication and attachments) and resulting in a permanent record.

## 1.2 Interpretation

In this Agreement, except to the extent that the context requires otherwise:

- 1.2.1 Reference to a “judgment” includes any order, injunction, determination, decree or other judicial or arbitral tribunal measure in the Indian jurisdiction, which is final and binding;
- 1.2.2 A reference to a “law” includes common law, the Constitution of India and any decree, judgment, legislation, direction, order, ordinance, regulation, by-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure, with which ADCL is required to comply by law (and “lawful” and “unlawful” shall be construed accordingly);
- 1.2.3 References in the singular shall include references in the plural and vice versa;
- 1.2.4 A reference to a “day” means a calendar day; any reference to a “month” shall mean a reference to a calendar month; and any reference to “year” shall mean a reference to a calendar year (i.e., twelve (12) months) unless otherwise defined in this Agreement;
- 1.2.5 References to a particular Clause, paragraph, sub-paragraph, Schedule or Attachment shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule to this Agreement;
- 1.2.6 The headings are inserted for convenience and are to be ignored for the purposes of construction;
- 1.2.7 Terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- 1.2.8 The Schedules to this Agreement form part of this Agreement and will be in full force and effect, as though they were expressly set out in the body of this Agreement;
- 1.2.9 Any reference to any agreement (including this Agreement), deed, instrument, license, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, license code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- 1.2.10 The words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- 1.2.11 The words “include” and “including” are to be construed without limitation;
- 1.2.12 In case of any ambiguity or discrepancy between the Clauses and the Schedules the provisions of the Clauses shall prevail;
- 1.2.13 The term key when prefixed to any element forming part of the Project/ Services herein, shall indicate such critical element necessary to achieve the Deliverables or the desired results of this Agreement, as determined by ADCL, and
- 1.2.14 If any payments due hereunder become payable on a day when principal commercial banks in Vijayawada are closed for business or a day which is declared a holiday under the Negotiable Instruments Act, 1881, such payments shall be deemed due and payable on the next business day thereafter.

## 2. TERM OF AGREEMENT

This Agreement shall become effective from the Execution Date. The term of this Agreement shall be for a period of \_\_\_\_\_ from the Commencement Date or until completion of the Services whichever is later (the “**Term**”), unless terminated earlier under the provisions of this Agreement. Any renewal of this Agreement is not automatic, unless and until previously agreed by both Parties in writing.

### 3. SERVICES

- 3.1 ADCL hereby appoints the Consultant, on a non-exclusive basis, to provide the Services more fully described in **Schedule A**, subject to and in accordance with the provisions of this Agreement (the “**Services**”), and Consultant accepts such appointment by ADCL to provide the Services.
- 3.2 Consultant acknowledges that the scope of Services described in Schedule A is not an exhaustive list of Services to be rendered by the Consultant and shall be deemed to include such other services though not specifically included in Schedule A, may reasonably be construed as forming part of scope of Services or that may be necessary or reasonably be expected from a competent consultant experienced in providing services similar to that of the Services and no further fee shall be payable in relation thereto.
- 3.3 The Consultant shall perform the Services diligently, fully and faithfully in accordance with the requirements set out in, or reasonably to be inferred from this Agreement to the full satisfaction of ADCL and shall comply with any and all instructions and directions issued by ADCL on any manner connected with or arising out of or under this Agreement in order to ensure the achievement of timely and proper performance of Services to meet the time schedule.
- 3.4 The Consultant shall always act in the best interests of ADCL and shall exercise reasonable care and skill in providing Services regularly and diligently and in an efficient and cost effective manner.
- 3.5 The Consultant agrees that it shall not appoint Sub-consultant(s) without the prior written approval of ADCL. The Consultant, for obtaining such approval for sub-contracting the Services, shall submit notice specifying the Services proposed to be sub-contracted. ADCL may after receipt of the above mentioned and after considering the particulars submitted by the Consultant, at its sole discretion grant approval for such Sub consulting on such terms that may be prescribed while granting approval. The Consultant shall always be solely responsible for the acts, omissions, defaults and deeds of its Sub consultant(s) as though they were the acts, omissions, defaults and deeds of the Consultant. The Consultant shall ensure that every Sub-consultant shall be capable of being freely assigned, without consent or limitation per terms of Clause 17.2.
- 3.6 The Consultant acknowledges that ADCL will rely upon the professional expertise, experience and judgment of the Consultant. No comment, suggestion, review or approval by ADCL or other consultants retained by ADCL, or acting on behalf of ADCL, nor any omission to review or disapprove shall in any way diminish any duty, responsibility or liability of the Consultant.

3.7 The Consultant acknowledges that the Services as performed by them is of paramount importance to the execution of the Project. If asked / required by ADCL in writing, it shall be obligatory that the Consultant shall fully and completely co-ordinate the Services and/or any Deliverables with the other consultant team and the contractors who would execute the Project, in view of their concurrent, inter-dependent and sequential nature of the work and for the successful integration of the services and works for the timely and successful completion the Project.

3.8 Changes to Services

ADCL may at any time and from time to time, direct changes (including alterations, omissions or additions) to the scope of Services under this Agreement. Unless specifically mentioned in the Agreement, if such change affects the costs and/or time schedule for performance of the Services, the Parties shall mutually agree on the changes in costs and/or the time schedule. Additional services, requested to be performed by ADCL and accepted by the Consultant, shall be by way of Supplemental Agreement and Work Orders issued as detailed in Clause 3.9.

3.9 Purchase Orders

3.9.1. As detailed in Clause 3.8 above, ADCL shall be entitled to issue Purchase Orders to the Consultant for the performance of Services and additional services under the Agreement. The Services and additional services to be performed by the Consultant shall be detailed in the annexures attached to the Purchase Order. The time lines for performance of the Services and additional services shall also be annexed to the Purchase Order.

3.9.2. As detailed in Clause 3.10 below, ADCL shall also issue Purchase Orders to the Consultant for performance of the Services prior to commencement of each stage. The Consultant shall proceed to perform each stage of the Services only after the issuance of a Purchase Order by ADCL, instructing the Consultant to commence Services for such stage.

3.9.3. A Purchase Order may be sent by any mode permitted for issuance of notices and communications as set forth in this Agreement.

3.9.4. The Consultant shall perform the services set forth in a Purchase Order in accordance with the terms and conditions of the Agreement.

3.9.5 The compensation to be paid by ADCL to the Consultant for the additional services shall be stipulated in the payment schedule attached to the Purchase Order. The compensation shall be determined mutually by both Parties based on the Man-hour Rates specified in Schedule C.

3.9.6. Each Purchase Order, when issued, shall be deemed to form an integral part of this Agreement.

3.10 The Services shall be performed in the following stages, as further detailed in Schedule A.

## 4. DELIVERABLES FROM THE SERVICES

4.1 The Deliverables pertaining to the scope of Services to be provided under this

Agreement are as stipulated in Schedule A.

- 4.2 These Deliverables shall be provided by the Consultant as per the time schedule stipulated in Schedule B, and also such that it is always compliant to its obligations specified in Clause 3.7.
- 4.3 Upon the Consultant providing all the Deliverables to ADCL, the Consultant shall hand over all documents prepared towards the Services and Confidential Information to ADCL.
- 4.4 The Deliverables shall not be used by the Consultant or any third party engaged by the Consultant for any purposes other than that of providing the Services under this Agreement. In the event of any reuse whatsoever of the said documents by or through the Consultant for any reasons whatsoever, the Consultant shall indemnify, defend and hold the other Party harmless from any and all claims, causes, damages, losses, liability and expenses, including but not limited to attorney's fees resulting from such unauthorized use. Submission or distribution of the documents to meet official regulatory requirements or for similar purposes in connection with the Agreement is not to be construed as publication in derogation of reserved rights of either Party.
- 4.5 It is expressly agreed herein that, the Services, Deliverables and all matter therein are intended to be used by other consultants, contractors engaged in connection with the development of A.P. New Capital City and ADCL.

## 5. EXCLUSIVITY

The Consultant shall not either in its own name or through its affiliates, directly or indirectly engage in activities with any prospective contractor, the contractor who will execute this Project itself, or any of their affiliates in relation to this Project, or which in the opinion of ADCL, conflicts with the objectives of this Agreement, the Services and/or Deliverables.

## 6. COMPENSATION

- 6.1 The fixed fee for satisfactory completion of its obligations in this Agreement and the scope of Services, for each stage of Service, shall be, as further detailed in **Schedule C (the "Professional Fee")**. The Professional Fee is inclusive of all costs, expenses and Taxes (except Goods and Service Tax-GST in India) incurred by the Consultant and Consultant shall not be entitled for separate reimbursement of the same.
- 6.2 ADCL shall pay GST (as per Applicable Laws of India), if applicable, subject to the Consultant furnishing to ADCL, a valid invoice giving a break-up of the Professional Fee and the GST payable thereon.
- 6.3 ADCL shall be entitled to deduct/ withhold Taxes, in accordance with Applicable Laws, including income tax or withholding tax, or other deductions (as the case may be) from any payments made to the Consultant and the amount so deducted shall be deemed to be part of the Professional Fee. ADCL shall provide the appropriate tax certificates to the Consultant evidencing the Taxes deducted at source within one

hundred and twenty (120) days commencing from 31<sup>st</sup> March of each year.

- 6.4 The Consultant shall submit to ADCL the withholding tax order obtained under Section 197 of the Income Tax Act, 1961 for each financial year.

The Consultant, if not already allotted, shall apply to relevant Government Authority in India to obtain a permanent account number (PAN) in accordance with the provisions of the Income Tax Act, 1961. The Consultant shall provide PAN details to ADCL which shall be a condition precedent for any payment to the Consultant.

The Consultant shall indemnify ADCL against all actions, proceedings, claims and demands brought or made and all losses, damages, cost, expenses, liabilities, settlement and judgment incurred, suffered or arising out of lesser/non deduction of tax at source on account of the Consultant's breach or failure to comply with this obligation.

In case the Consultant is assessed to have a Permanent Establishment in India either under the Indian Income Tax Act 1961 or the relevant DTAA, pursuant to which ADCL is held liable for short deduction of tax at source, ADCL would be entitled to recover such tax from the Consultant, without prejudice to any other rights it may have under contract or law, including the right to withhold any payments to be made by ADCL to the Consultant under this Agreement. If for any reason ADCL is assessed as a representative assessee of the Consultant, ADCL would be entitled to recover from the Consultant such taxes, interest, penalty and other costs which it may be required to bear on account of being assessed as representative assessee, without prejudice to any other rights it may have under contract or law, including the right to withhold any payments to be made by ADCL to the Consultant under this Agreement.

- 6.5 For the sake of clarity, it is expressly stated herein that the Professional Fee shall be the fee payable for the Services for the respective stage and shall not be based on the time schedule.

The Professional Fee payable by ADCL to the Consultant for each phase of the Service shall be invoiced against Deliverables and as per the Schedule C, based on certification by ADCL who will monitor and report progress.

- 6.6 The Consultant shall invoice ADCL only such amount forming part of the Professional Fee, which is certified as payable by ADCL, in accordance with Clause 6.6. ADCL shall make payments within thirty (30) days from the date of receipt of certified invoices.

6.7 Payment for additional services

For performance of any additional services if requested by ADCL in writing ("Additional Services"), ADCL shall pay additional compensation for the Additional Services and as detailed in the respective Purchase Orders issued by ADCL from time to time. The additional compensation for the Additional Services shall be paid by ADCL within thirty (30) days following the date of receipt of the Consultant's valid invoice for such additional compensation.

## 6.8 Review of Invoices

ADCL will review the invoices promptly and notify the Consultant in writing of any inaccuracy. The Consultant's invoices for payment shall be prepared in the form stipulated by ADCL. Each invoice shall be accompanied by such supporting documentation and evidence as would enable ADCL to assess the work performed and which demonstrates to the reasonable satisfaction of ADCL that all the relevant performance provisions of this Agreement have been met, including the necessary certification by ADCL. ADCL may from time to time stipulate requirements in this regard. ADCL shall be entitled to make such investigations as it may deem necessary to assess the achievement of the relevant payment percentage, including the completion or progress toward completion of the relevant tasks, progress completion of deliverables or submission of the applicable deliverables. The Consultant shall provide such clarifications as ADCL may require to enable such assessment.

## 6.9 Withholding and deductions of payments

### 6.9.1 **Withholding payments:**

If ADCL disputes the amount contained in an invoice, ADCL may withhold payment to the extent that it reasonably believes that the Consultant is in breach of its obligations in accordance with this Agreement and shall give the Consultant fifteen (15) days' written notice to remedy the deficiency prior to such withholding. ADCL will pay all undisputed amounts in accordance with this Agreement. Once the Consultant has cured the deficiency, ADCL will pay the Consultant the amounts withheld. For the avoidance of doubt, it is clarified that such withheld amount shall not incur any interest.

### 6.9.2 **Deductions**

ADCL may deduct from the Professional Fee amounts on account of claims of penalty, costs or claims, loss, damages directly incurred by ADCL ("**Direct Damages**") to the extent that they arise from the negligence, omission, commission or non-performance of the Consultant. If the breach is such that the same can be remedied, the provisions of **Clause 6.10.1** will apply. In case the Consultant fails to remedy the breach, as provided in **Clause 6.10.1** above, ADCL has the discretion, with further written notice of three (3) days, to deduct such amounts from the Professional Fee and this right is in addition to any other rights available to ADCL under this Agreement.

### 6.9.3 **Retention**

An amount of five per cent (5%) of the Professional Fee shall be retained from the amount payable in each invoice as retention money ("**Retention Money**"). Retention money retained as per the provisions herein shall be released to the Consultant, upon request from the Consultant, on Termination/suspension of the Project by ADCL the Retention Money shall be released within 30 days of Consultant's receipt of ADCL's written notice thereof.

- 6.10 No payments of invoices or portions thereof shall at any time constitute any approval or acceptance of the Services under this Agreement, nor be considered to be a waiver by ADCL of any of the terms of this Agreement.

## 6.11 Sufficiency of the Professional Fee and Man-day Rates

The Consultant shall be deemed to have satisfied itself before entering into the Agreement as to the correctness and sufficiency of the Professional Fee and the Man-day Rates which shall, cover all its obligations under and in relation to the Agreement and all matters and things necessary for the proper completion of the Services as mentioned herein. Professional Fees and Man-day Rates shall also include all taxes, cess, tariffs, GST, all other statutory taxes and levies, if applicable, penalties, insurance premiums, costs, bank charges and any other costs, costs of all software, programs & hardware used for performance of Services, charges including all travel, boarding, lodging & communication costs, licence fees, royalties or other charges relating to or arising out of the Agreement. The Consultant acknowledges and agrees that the Professional Fees and the Man-day Rates shall remain firm and fixed and shall not vary during the course of the Term.

However, in event the Project is delayed due to reasons not attributable to the Consultant and the Services of the Consultants are required beyond the time frame provided in the agreement then the Professional Fees may be suitably considered by mutual agreement and shall be effected in writing by both the Parties

## 6.12 Delays

In event, if the Consultant fails to complete the Scope of Services or submit the Deliverables within the time schedule specified in Schedule B, ADCL shall be entitled to deduct or recover Liquidated Damages at the rate of 1 (one) % of the Professional Fees for that stage per week of delay, subject to maximum of 5 (five) % for such delay. Such Liquidated Damages shall be over and above any other relief which ADCL is entitled to, under and pursuant to this Agreement.

## 7. OBLIGATIONS OF THE CONSULTANT

### 7.1 Standard of Care

The Consultant shall perform the Services under the directions of ADCL and such Services shall be rendered in accordance with the standards of care, skill and diligence, efficiency, quality and without deficiency in Services and or errors, as reasonably required of other consultants performing the same or similar services to that of the Services on projects of similar size and complexity ("Standard of Care"). The Consultant shall be responsible for the acts and omissions of its consultants, partners, sub-contractors, etc. which are in violation of the Standard of Care, as if they were the acts and omissions of the Consultant.

Services shall commence and be completed at the time or within the period stated in the Time Schedule as per Schedule B and timelines specified therein.

Without prejudice to the rights of ADCL, in the event of delay to any of the Services caused by the default of the Consultant to provide Services as per the Time Schedule, the Consultant shall be responsible to take immediate remedial measures at the cost and expense of the Consultant. ADCL may also in such cases require the

Consultant to accelerate the performance of the Services for which the Consultant shall not be entitled to claim any additional fee.

- 7.2 The Consultant agrees to provide to ADCL, qualified professionals to perform the Services. Such professionals shall have the requisite experience and qualifications necessary for the due performance of the Services and the obligations of the Consultant, under this Agreement (“Professionals”). The Professionals to be deputed by the Consultant for the performance of Services is detailed in the deployment schedule attached herewith as Schedule D.
- 7.3 ADCL shall have the right to ascertain whether such Professionals are satisfactory for the performance of the Services and shall be entitled to request the Consultant to replace any of the Professionals, whether before assigning the work or after, in the event ADCL is not satisfied with the services of such Professionals; and the Consultant shall replace such individuals, immediately. The Consultant shall not remove or replace any personnel appointed to key positions without the prior approval of ADCL, which approval shall not be unreasonably withheld. The Consultant shall provide to ADCL the resumes of such personnel and ADCL shall be entitled to interview such personnel prior to providing the approval to the Consultant.
- 7.4 In the event the Consultant engages foreign nationals for the performance of Services, the Consultant shall at all times obtain and maintain all clearances including registrations, licenses and permits (including immigration, temporary residence, work and exit permits), which are required by Applicable Law.
- 7.5 The Consultant warrants and undertakes that it shall, at all times employ and engage personnel who are cleared by appropriate Government Authority.
- 7.6 If any deficiency, errors or omissions occur in the Deliverables due to Consultant’s non adherence to Standard of Care and or non-conformance to its obligations towards Related Services and works, the Consultant shall, as a part of the Services, perform or re-perform the Services required to investigate, correct, document and process remedies of such errors and omissions, without any additional cost to ADCL, within a reasonable amount of time specified by ADCL and to the fullest satisfaction of ADCL.
- 7.7 **Related Services and works responsibilities:**  
The Consultant shall at its own cost and expense, at all times and otherwise in accordance with the requirements and directions of ADCL:
  - 7.7.1 take all reasonable steps to abide the Applicable Laws, laws or directions provided by any Relevant Authority or other authorities engaged in connection with this Project
  - 7.7.2 liaise, consult and co-operate with all authorized parties responsible for the Related Services and works which shall not be limited to preparation of and adherence to joint programmes, delivery timelines, method statements, document control methods, co-ordination drawings, specifications, standard operating procedures, guidelines or similar for the Project;
  - 7.7.3 attend co-ordination meetings to plan, review and determine co-ordinated activities for the successful completion of this Project;

- 7.7.4 co-operate with ADCL, so as to promote and foster a co-ordinated and integrated approach to the progress of the Project.
- 7.7.5 advise ADCL, if any plans, services of ADCL as provided to the Consultant is in any way incompatible or inconsistent with or otherwise detrimental to the Project or law. In the case of such incompatibility, inconsistency or detriment the Consultant shall provide ADCL with full details of the same and make appropriate recommendations as to how the incompatibility, inconsistency or detriment may be remedied.
- 7.8 The Consultant shall, consistent with the Standard of Care, comply with the laws, codes, and regulations applicable to the Services during the entire period when the Services are rendered, and on ADCL's request, shall make available all the documents pertaining to the compliance with the relevant laws.
- 7.9 Reports and presentations at all stages will be submitted in adequate numbers of hard and soft formats as applicable, and adequate time provided for review.
- 7.10 The Consultant's responsibility shall include such action to apply the appropriate Standard of Care when reviewing any information received from ADCL.
- 7.11 The Consultant acknowledges and agrees that to the extent to which any inputs are required to be given, issued or made by or on behalf of ADCL pursuant to the Agreement is contingent upon the prior receipt by ADCL of any inputs/decisions required to be given, issued, consent provided or made by any relevant statutory/regulatory body and where the same is delayed, such delay will not constitute a default of ADCL entitling the Consultant to make a claim for either additional costs or any extension of time.
- 7.12 The Consultant acknowledges and confirms that the Consultant shall not, without the prior written consent of ADCL;
  - 7.12.1 waive, settle or compromise any contractual or other entitlement ADCL may have against any third party or which third party may have against ADCL;
  - 7.12.2 issue any instruction, give any approval or consent or communicate any decision under any other agreement related to the Project which the Consultant is not expressly obliged to issue or issue or give or communicate independently;
  - 7.12.3 do or omit to do anything that would, or might, cause any delay or affect the regular progress of any work under any such agreement.
- 7.13 Consultant undertakes, recognizes and acknowledges that it shall be solely responsible for compliance with Applicable Laws for rendering the Services contemplated herein and shall apply for, obtain and keep in force all approvals, consents, licenses and permits required under Applicable Laws to commence and perform in a timely manner the Services under this Agreement.

## **8. GUARANTEES AND SECURITIES**

- 8.1 The Consultant shall provide to ADCL, a Parent Company Guarantee (PCG) (If

applicable) in the form set out in Schedule F for the due performance and observance by the Consultant of the Services and its obligations under this Agreement. Such parent company guarantee shall remain enforceable and in full force and effect until the completion of the Services or the Term of the Agreement, whichever is later. (Note: As applicable to the Bidder.)

- 8.2 Providing such PCG (if applicable) is a precondition to any payment under this Agreement.
- 8.3 The Consultant shall on the Agreement Execution Date submit to ADCL a performance bank guarantee which is mandatory for a sum equivalent to five percent (5%) of the value of contract, that is Professional Fee, from any one of the Scheduled Banks ("Performance Bank Guarantee" or "PBG"), as Performance Security for due performance of its obligations under the Agreement. The Performance Bank Guarantee should be in the format pre-approved by ADCL, which is attached herewith as Schedule G. The PBG validity shall be for the entire Term of Agreement + three (3) months. The Consultant shall keep the PBG in force for the entire Term of this Agreement, by extending the same from time to time, whether or not the Consultant receives a reminder for the same from ADCL, failing which ADCL, without any limitation and without prior notice, shall have the right to realize the Performance Bank Guarantee. The PBG shall be refunded only after the three (3) months of the expiry of the Agreement. The performance security deposit will not carry any interest.
- 8.4 The Consultant acknowledges and confirms that the Performance Security may be invoked by ADCL in its sole discretion for any breach or neglect or lack of satisfactory performance or non-performance of the Services under this Agreement; without ADCL being required to prove or to show to the Consultant any ground or reason for such invocation. Such invocation shall be in addition to all other rights and remedies available to ADCL. The Consultant shall, at ADCL's request, vary the value and/or validity of such securities proportionately as necessary to reflect the changes in the Agreement.
- 8.5 If the Consultant fails to extend the validity of the PBG, the same can be realized / encashed by ADCL. ADCL reserves all rights under this Agreement including termination for default, if the Consultant fails to provide the above PBG within stipulated time. Providing such PBG is a precondition to execution of this Agreement and to any payment under this Agreement.
- 8.6 The Consultant acknowledges that to the extent to which any inputs are required to be given, issued or made by or on behalf of ADCL pursuant to the Agreement is contingent upon the prior receipt by ADCL of any inputs/decisions required to be given, issued, consent provided or made by any relevant statutory/regulatory body and where the same is delayed, such delay will not constitute a default of ADCL entitling the Consultant to make a claim for either additional costs or any extension of time.
- 8.7 Advance payment towards mobilisation /professional fee, under this contract, shall not be paid.

## 9. OBLIGATIONS OF ADCL

- 9.1 ADCL shall comply with all reasonable requests of the Consultant regarding providing access to all documents and employees, necessary for the performance of the Consultant's obligations under this Agreement.
- 9.2 ADCL shall provide, information (including the Confidential Information), regarding requirements for the Project, including a program, which shall set-forth ADCL's objectives, schedules, constraints and criteria and such other information reasonably required by the Consultant for due performance of the Services under this Agreement.
- 9.3 ADCL will appoint a nominated project representative to act on ADCL's behalf in relation to this Agreement who will liaise with the Consultant, in relation to this Agreement.

## 10. INFRINGEMENT, INDEMNIFICATION

- 10.1 The Consultant shall indemnify and hold harmless ADCL and their respective directors, officers and employees (collectively the "**Indemnitees**") from and against any and all liabilities to the extent arising as a result of any claim, suit or proceeding or allegation that the performance of the Services or the Deliverables or any part thereof, in the form furnished or as subsequently modified by the Consultant, constitutes an infringement of any patent, utility models, mask work protections, trademark, design, copyright, trade secret, mark or other intellectual property rights or applications thereof of any third party (collectively, "**Third Party Intellectual Property Rights**"). ADCL shall without undue delay notify the Consultant of such infringement claim, suit or proceeding and the Consultant shall, at its expense, have the authority, to settle the claim or assume control and defense of any suit or proceeding, but shall not compromise or settle any suits or claims or admit any criminal liability or wrongdoing by the Indemnitees, without the express prior written consent of ADCL; unless any compromise or settlement includes an unconditional release of any claims against the Indemnitees and does not involve any stipulation, judgment or injunction against ADCL and its affiliates. Consultant shall extend reasonable assistance to ADCL to defend any such claim, proceeding or suit.
- 10.2 In the event that the performance of the Services or the Deliverables or any part thereof are, in such suit or proceeding, held to constitute an infringement or the use thereof, is enjoined, or if in respect of any claim of infringement or violation, ADCL deems it is advisable to do so; the Consultant shall promptly, at its own expense and option, take any one of the following actions:
  - (a) procure for Indemnitees the right to continue the use of the Deliverables and/or Services;
  - (b) replace the Deliverables and/or Services with non-infringing deliverables and services that are functionally equivalent and comply with the Specifications; or
  - (c) modify such Deliverables and/or Services so that they become non-

infringing provided, that (i) such Deliverables and/or Services as modified complies with scope of Services under the Agreement and (ii) the Consultant shall fully indemnify Indemnitees for any costs associated with any such action.

If the Consultant is unable to fulfill its obligations set forth in the preceding sentence despite its best efforts, ADCL shall have the right, at the sole cost and expense of the Consultant, to procure the right to continue the use of such infringing Deliverables and/or Services.

10.3 The Consultant shall indemnify and hold the Indemnitees harmless from and against any and all claims, proceedings, damages, costs, losses, liabilities, charges and expenses of any nature whatsoever arising or brought against or incurred by any Indemnatee for (a) any injury to persons (including physical or mental injury, libel, slander and death) to the extent caused by the Consultant's negligent acts or omissions or negligence of its respective officers, employees, representatives, personnel or agents ("Indemnifiers") (b) loss or damage to property, to the extent caused by the Indemnifiers' negligent acts or omissions (c) violations of Applicable Laws, Applicable Permits, codes, ordinances or regulations by the Consultant (d) any claims to the extent arising out of or in connection with the Consultant's obligations in accordance with and pursuant to Clause 11 (Confidentiality) & damage caused due to infringement or violation by the Consultant of any intellectual property rights or (e) any other Liability or loss that shall have resulted from any negligent or willful act, omission or default of the Indemnifiers (f) the Consultant's failure to comply with its obligations under Clause 7 [Obligations of the Consultant].

10.4 This Section shall survive the expiry or termination of this Agreement.

10.5 The aggregate liability of the Consultant for any matter under this Agreement shall not exceed 100% of the sum of the Professional Fee for all stages. However, such limits of liability shall not apply to the provisions of Clause 10.3 (a), (b), (c), (d) and (e), where the Consultant shall indemnify and hold the Indemnitees harmless from actual liabilities.

## 11. OWNERSHIP

11.1 The tender/RFP documents, contracts, the specifications, the electronic data, other documents, all reports-interim or final, electronic data, specifications, drawings, text, graphics, blueprints, designs, related other functions and features, in all forms and formats, together with any modifications, enhancements, revisions, derivative works or substitutions that may be made by or on behalf of the Consultant from time to time, all copies of the foregoing and all intellectual property rights in and relating to all of the foregoing and all and any other documents, Deliverables under this Agreement prepared by the Consultant under this Agreement are the Deliverables for use solely by ADCL.

11.2 In consideration of the Professional Fee, the Consultant hereby assigns, transfers and conveys to ADCL (or undertakes to procure such assignment to ADCL), free of

cost an exclusive, perpetual, royalty free, unrestricted and irrevocable license in the Consultant's materials and / or the Deliverables which have been developed by the Consultant for the Services or are hereafter prepared by or on behalf of the Consultant in the course of or for the purposes of performing its obligations under this Agreement.

- 11.3 The Consultant shall grant to ADCL free of cost an irrevocable, perpetual, royalty free, worldwide exclusive license to use the intellectual property in the Deliverables for any purpose whatsoever. Such license shall carry the right to grant sub-licenses and shall be freely assignable to any person.
- 11.4 If ADCL, makes any modification to Consultant's designs, documents or work product without the prior written intimation to the Consultant, ADCL agrees to the fullest extent permitted by law, to indemnify and hold harmless Consultant, arising from the modification of Consultant's deliverables by ADCL.
- 11.5 The Consultant shall execute any and all further documents, procure the same from each and every Sub-consultant and take any and all other actions requested by ADCL in order to perfect any assignment, transfer or license of any such common law, statutory and other reserved rights, including the intellectual property rights, as required by this Agreement.
- 11.6 ADCL shall retain all common law, statutory and other reserved rights, including the intellectual property rights in all drawings, plans, designs, programmes, diagrams, specifications, technical data, software, models, reports, calculations, documents or other items or materials created by or on behalf of ADCL and that are provided by or on behalf of ADCL to the Consultant for the performance of the Services.

If use of any part of the Deliverables is limited or prohibited, the Consultant shall procure the necessary licenses to use the infringing Deliverables.

## **12. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE**

- 12.1 The Consultant acknowledges that, ADCL is the owner of the Confidential Information, whether in writing or oral or otherwise. The Consultant shall treat this Confidential Information (as hereinafter defined) as strictly confidential, and shall not use the same either for its own purpose or for that of third parties, and shall only use it on ADCL's instructions for rendering the Services. For the purposes of this Agreement, "Confidential Information" or 'Information' shall mean and include, information, manuals, data, drawings, books, records, agreements, photographs and documents provided by or on behalf of ADCL, , the Deliverables, whether in hard copy or electronic form.
- 12.2 Confidentiality

The Consultant acknowledges that, any and all Confidential Information, including any commercial and technical information and data provided by ADCL, shall be considered to be confidential, and shall not, at any time, directly or indirectly disclose such Information to any person or firm, or use the same, in any manner, other than in

connection with rendering the scope of Services contemplated under this Agreement, without the prior consent of ADCL. The Consultant shall, unless otherwise agreed (which agreement may be on such general or specific terms as the Parties may determine), not disclose to any third party any Confidential Information, which is the property of ADCL or which otherwise, relates to its business, secrets, dealings, transactions or affairs or which, relates in any way, and to the extent that, such disclosure:

- 12.2.1 is reasonably required for the exercise or performance by the Consultant of its rights or obligations under this Agreement; or
- 12.2.2 is required pursuant to any relevant statutory or regulatory requirements or duties or any requirement of the Applicable Law.
- 12.2.3 is related to Information, which is already in the public domain, other than as a result of breach of this Clause,;

*Provided that*, in the case of any disclosure in accordance with Clauses 12.2.1 or 12.2.2, the Consultant shall when disclosing such Information shall, so far as reasonably practicable, impose on the third party receiving such Information such obligations, as may be appropriate to maintain its confidentiality.

- 12.3 Notwithstanding what is stated above or anywhere else in this Agreement, the Consultant agrees herein that, ADCL may share the contents of this Agreement and provide the Deliverables developed by the Consultant to such of ADCL's officers, shareholders or consultants involved in the development of infrastructure at the A.P. New Capital City.
- 12.4 The obligations under this Clause shall survive the termination of this Agreement.
- 12.5 The Consultant shall not make any announcements, take any photographs, or release any information concerning this Agreement, or the subject matter thereof, or any discussions or the existence of legal relations or prospective legal relations between the Parties, to any member of the public, press, business entity, or any official body unless prior written consent is obtained from ADCL.

### **13. SUSPENSION & TERMINATION**

#### **13.1 Suspension**

ADCL may by written notice to the Consultant suspend at any time the performance of all or any portion of the Services to be performed under this Agreement. The Consultant shall cease work on such Services (or part thereof as specified in the notice) on the date stated in the notice, but shall continue to perform any unsuspended part of the Services. Upon receipt of notice to resume suspended Services, the Consultant shall resume performance under this Agreement to the extent required in the notice.

#### **13.2 Termination for Default by the Consultant**

ADCL shall be entitled to terminate this Agreement if:

- 13.2.1 the Consultant, without reasonable cause, fails to perform the Services or fails to perform the Services within the time schedule stipulated herein, except to

- the extent caused by third parties or events outside of Consultant's reasonable control, and does not remedy within thirty (30) days' written notice to the Consultant; or
- 13.2.2 the Consultant subcontracts the whole of the Services or assigns this Agreement or its obligations under this Agreement, without the required agreement / written consent of ADCL, and does not remedy within thirty (30) days' written notice to the Consultant; or
- 13.2.3 the Consultant fails to commence the Services or fails to make progress to meet the time schedule agreed to under this Agreement, or abandons the Services or plainly demonstrates an intention not to continue performance under this Agreement and does not remedy within thirty (30) days' written notice to the Consultant; or
- 13.2.4 the Consultant is ordered to be wound up by a court; the Consultant files a petition for voluntary winding up; or levy of an execution or restraint on the Consultant's assets; or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Consultant by a court of competent jurisdiction; or
- 13.2.5 the Consultant is in breach of its obligations under this Agreement, which breach has a material adverse effect on ADCL and, if capable of remedy, is not remedied by the Consultant within thirty (30) days from the date of notice calling upon the Consultant to rectify the breach.
- 13.3 In any of these events or circumstances, ADCL shall terminate the Agreement upon giving seven (7) days' written notice to the Consultant, except in the case of the events set forth in Clause 13.2.4, ADCL shall terminate forthwith.
- 13.4 This Agreement will automatically terminate on the eighth (8th) day following receipt of written notice under Clause 13.3, unless the Consultant receiving the notice, corrects or undertakes and diligently continues actions intended to correct its non-performance, in a manner acceptable to ADCL. If the Consultant receiving the notice, corrects its non-performance and the same is acceptable to ADCL, this Agreement will not terminate and the Parties shall proceed with uninterrupted performance of their contractual obligations.
- 13.5 Termination for Convenience  
ADCL shall be entitled at any time at its absolute discretion to terminate or suspend all or part this Agreement for the convenience of ADCL, upon not less than fifteen (15) days' prior written notice to the Consultant.
- 13.6 Consequences of Termination  
The Consultant shall, upon termination of this Agreement:
- 13.6.1 immediately discontinue the performance of the Services on the date and to the extent specified in the notice;
- 13.6.2 promptly obtain cancellation upon terms satisfactory to ADCL of all subcontracts or any other agreements existing for the performance of the terminated Services, or assign those agreements as directed by ADCL;
- 13.6.3 hand over to ADCL all the Deliverables, Confidential Information,

- documents, designs, etc., prepared by the Consultant under this Agreement, whether complete or in progress;
- 13.6.4 hand over all documents, information, materials, items and facilities provided by ADCL for or in connection with the performance of the Services; and
- 13.6.5 comply with other reasonable requests from ADCL regarding the terminated Services.
- 13.6.6 ADCL may at its option call upon any securities and guarantees provided to ADCL pursuant to this Agreement, for any such amount.
- 13.7 ADCL shall upon termination of this Agreement, pay the Consultant for any completed and accepted Services that remain unpaid as of the date of termination, after deducting (i) any unadjusted advance, previously paid to the Consultant; (ii) any amount recoverable by ADCL from the Consultant, provided further that in the event of termination by ADCL for default pursuant to Clause 13.2 above, ADCL shall make the aforesaid payments after deducting any cost or damage incurred or suffered by ADCL as a result of such default or to recover the same from the Consultant as a debt in accordance with the terms of this Agreement.
- 13.8 The Consultant shall pay any costs and damages incurred or suffered by ADCL as a result of its default within seven (7) days of a written demand therefor, from ADCL. ADCL may at its option call upon any securities and guarantees provided to ADCL pursuant to this Agreement, for any such amount.
- 13.9 The rights of ADCL to terminate this Agreement as aforesaid is without prejudice to its other rights, powers and remedies available at law or under contract. Termination of this Agreement shall not prejudice or affect the accrued rights, claims and liabilities of the Parties.
- 13.10 Neither Party shall be liable to the other for any loss of profit, goodwill or any other consequential, special or indirect loss or damage in connection with any termination or suspension or any breach of this Agreement.
- 13.11 Termination Rights of the Consultant

The Consultant shall be entitled to terminate this Agreement, after giving ADCL 30 (thirty) days' Notice of its intent for Termination and an equivalent duration for curing the default for the following reasons:

- 13.11.1 If ADCL suspends all the Services, through notice under Clause 13.1, for a period of 3 continuous months, or

Termination of this Agreement shall not prejudice or affect the accrued rights, claims and liabilities of the Parties. The provisions of Clauses 13.6, 13.7, 13.8, 13.9 and 13.10 shall apply to termination by the Consultant for any reason.

## **14. DISPUTE RESOLUTION / ARBITRATION**

### Disputes

Any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement (collectively the “**Dispute**”) shall be resolved as follows:

**14.1 Attempt to Resolve**

ADCL and the Consultant will seek to amicably resolve all Disputes arising between them. If ADCL and the Consultant cannot resolve the Dispute within thirty (30) days of service of notice in writing, by one Party to the other Party to meet to resolve the Dispute or such a period as ADCL and the Consultant may subsequently agree, then it shall be submitted to their respective designated representatives under this Agreement.

**14.2 Reference to Arbitrator**

Any Dispute, which the Parties are unable to resolve pursuant to Clause 14.1 within thirty (30) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute, shall be finally determined by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in the manner stipulated below:

**14.2.1 Selection of Arbitrators**

Arbitration will be held before three arbitrators. ADCL and the Consultant will each appoint one (1) arbitrator with the third arbitrator to be chosen by mutual agreement of the two (2) arbitrators previously chosen. The seat of arbitration shall be Vijayawada and all arbitration proceedings will take place in Vijayawada and shall be conducted in English. The decision of the tribunal is final and binding upon the Parties (and enforceable against them). All the arbitrators must be experienced in resolving large-scale construction-related disputes. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way, related or closely connected with the Parties.

**14.2.2 Attorneys’ Fees**

Each Party shall pay the expenses of the arbitration and the eventual liability for the costs shall be in terms of the arbitral award.

**14.2.3 Finality of Award**

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the Applicable Law in any Court having jurisdiction thereof. This Agreement to arbitrate and any agreement to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement, shall be specifically enforceable under the prevailing arbitration law. This Agreement to arbitrate extends to all subsequent contracts between the Parties arising out of or related in any way to the Project.

**14.3 Notwithstanding the existence of any dispute the Consultant shall, unless ADCL directs otherwise, continue to perform the Services in accordance with the terms of**

the Agreement.

## 15. INSURANCE & LIABILITY

- 15.1 The Consultant shall maintain Professional Liability insurance covering the performance of Services under this Agreement for an amount equivalent to the sum of Professional Fee for all stages. The Consultant shall provide to ADCL, insurance certificate(s) showing compliance with these requirements, and providing that, the required coverage and limits shall not be cancelled without thirty (30) days' prior written notice to ADCL.
- 15.2 The Consultant is responsible to identify its risks and maintain suitable insurance policies associated with its risk and take any other insurance as required by Applicable Laws, such as workman's compensation.

## 16. REPRESENTATIONS, WARRANTIES AND COVENANTS

### 16.1 Consultant's representations, warranties and covenants

The Consultant warrants and undertakes to ADCL that that as of the Commencement Date and for duration of the term of this Agreement, the following representations and warranties shall remain true, complete and valid:

- 16.1.1 The Consultant is fully experienced and qualified to perform the duties and responsibilities necessary to carry out the Services and possesses the required professional expertise, organisation, knowledge and availability of able, skilled and experienced personnel for the purpose of providing the Services;
- 16.1.2 The Consultant shall perform the Services as per Standard of Care and Time Schedule;
- 16.1.3 The personnel to be deployed by the Consultant in or about the execution of the Services shall be properly skilled, competent and experienced having regard to the extent and nature of Services;
- 16.1.4 The Consultant shall perform its obligations in accordance with the Agreement and Applicable Laws;
- 16.1.5 The Consultant shall not specify the use of substances or materials the use of which is likely to render ADCL in breach of any Applicable Laws;
- 16.1.6 The Consultant shall not undertake any assignment directly or indirectly, which is prejudicial to the interests and rights of ADCL;
- 16.1.7 The Consultant shall notify ADCL of any anticipated changes or potential changes to the Services, relevant Applicable Laws affecting the Services or performance thereof;
- 16.1.8 That there has been no material adverse change in its financial and technical capability with reference to and including any additional exposure to financial and/or legal risks, since the date of submission of its Proposal in response to the RFP.

### 16.2 Mutual representation and warranties

Each Party represents and warrants to the other that as of the Commencement Date and for duration of the term of this Agreement, the following representations and warranties shall remain true, complete and valid:

- 16.2.1 it is a company duly incorporated and validly existing under (i) the Applicable Laws of India, in the case of ADCL; and (ii) the Applicable Laws of India, in the case of the Consultant;
- 16.2.2 it has the necessary, power and authority and has taken all actions necessary to validate, execute and deliver this Agreement and perform its obligations hereunder;
- 16.2.3 its obligations under this Agreement will be legally valid and binding and enforceable against it;
- 16.2.4 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate any performance required under the terms of agreement, understanding, covenant, or any decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Law.

## 17. MISCELLANEOUS PROVISIONS

### 17.1 Submission of invoices and Deliverables

All invoices for payment and the Deliverables shall be addressed to and marked as detailed under:

**Amravati Development Corporation Limited**  
 # 20-4-15, Flat No. 1G, Anand Heights  
 Kedareshwarapet, Vijayawada - 520 003.  
 Andhra Pradesh State. INDIA.

**Kind Attn: Chief Engineer**  
 Reference:

Submission of all such invoices and Deliverables shall be treated as valid only if it is submitted in accordance with the procedure mentioned above and subject to verification and acceptance by ADCL.

### 17.2 Assignment and Delegation

Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Consultant without the prior written consent of ADCL. ADCL shall be entitled at any time to assign and/or transfer this Agreement or any of the rights, obligations and benefits hereunder (including any securities, guarantees, bank guarantees. Parent company guarantees provided in favour of ADCL pursuant to this Agreement) to any party including its lenders, either by way of security or otherwise without the consent of the Consultant. The Consultant shall enter into necessary agreements to give effect to such transfer.

### 17.3 Governing Law

This Agreement shall be construed, and the legal relations between the Parties hereto shall be determined, in accordance with the laws in India. The Courts of Vijayawada, India shall have exclusive jurisdiction to try and entertain any proceedings between

the Parties.

**17.4 Counterparts**

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed as original; but, all of this together shall constitute one (1) and the same instrument.

**17.5 Entire Agreement**

This Agreement supersedes any and all agreements, either oral or in writing, between the Parties hereto with respect to the rendering of Services by the Consultant to ADCL, and contains all of the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**17.6 Partial Invalidity**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.

**17.7 Amendment**

Any amendment to this Agreement shall become valid only if it is in writing and signed by the duly authorized officers of both the Parties.

**17.8 Notices**

Any notices to be given hereunder by either Party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested, to the representative of the respective Party and at the address as specified below. Each Party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

**If to ADCL:**

**Amravati Development Corporation Limited**  
 # 20-4-15, Flat No. 1G, Anand Heights  
 Kedareswarapet, Vijayawada - 520 003.  
 Andhra Pradesh State. INDIA.

**Kind Attn: Chairperson & Managing Director**

**If to Consultant:**

Attention:

#### 17.9 Force Majeure

17.9.1 The Consultant and ADCL as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that ADCL or Consultant (“Affected Party”) as the case may be, is unable to render such performance by an event of Force Majeure.

17.9.2 In this Agreement, “**Force Majeure**” means any event or circumstance or a combination of events and circumstances, which satisfies all the following conditions.

- a) materially and adversely affects the performance of obligation(s) by the Affected Party;
- b) are beyond the reasonable control of the Affected Party;
- c) such Affected Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care; and
- d) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder.

17.9.3 “Force Majeure” includes the following events and/ or circumstances to the extent that they, or their consequences satisfy the requirements set forth in Clause 17.1 and Clause 17.2 of the Agreement:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the A.P. New Capital City, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the A.P. New Capital City by the Affected Party or any contractor or sub- contractor of the Affected Party or any such affiliate or any of their respective employees, servants or agents;
- d) strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political;
- e) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;

#### 17.9.4 Consequences of Force Majeure

##### 17.9.4.1 Performance Obligation:

Provided it complies with this Clause 17, if the Affected Party is rendered wholly or partially unable to perform any of its obligations under the Agreement because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure provided that:

- a) the excuse from performance shall be of no greater

- scope and of no longer duration than is necessitated by the event of Force Majeure;
- b) the Affected Party shall use its best endeavours to minimise and prevent the effects of the Force Majeure and to remedy the situation as soon as possible, including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws;
- c) the time allowed for the performance of any such obligations shall be extended accordingly.

#### 17.9.4.2

##### Procedure for Force Majeure

- a) If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred; (ii) the obligation(s) affected; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) affect the Party's obligation(s) under this Agreement.

No Party shall be entitled to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

- b) The affected Party shall have the right to suspend the performance of the obligation(s) affected, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with sub-clause (a) above.
- c) The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure, provided always that no additional payment shall be payable for such extended period.
- d) The Party receiving the claim for relief under Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 15 days of receiving the notice of claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Clause 14. (Dispute Resolution / Arbitration).
- e) The Affected Party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with this Agreement.

- f) The Parties agree and acknowledge that in the event a Force Majeure continues for more than 90 days continuously and the Agreement cannot be implemented as a result thereof, either Party may terminate this Agreement and provisions of Clause 13.7(termination) shall apply.

17.9.4.3 Mitigation

The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of the event of Force Majeure.

17.9.4.4 Liability for other losses, damages etc.

Save and except as expressly provided in this Clause 17, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

17.10 Survival of Clauses

All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement.

- 17.11 Any failure or delay by a Party in insisting upon the strict performance of any terms or conditions of this Agreement, or exercise any rights or remedies provided herein or by law, or to invoke any security or guarantee hereunder or notify a breach, or the acceptance of any payment hereunder, shall not construed as a waiver of any right or remedy of such Party hereunder.

- 17.12 The Consultant shall maintain complete control over its employees and all of its lower-tier associates, suppliers, Sub-consultants and subcontractors. Nothing contained in this Agreement or any lower tier purchase order or subcontract awarded by the Consultant shall create any contractual relationship between the lower tier associate, supplier or subcontractor and ADCL. The Consultant shall be deemed to be an independent contractor and nothing contained in this Agreement shall be deemed to create partnership between the Parties or an employer-employee relationship or create any agency relationship. The Parties shall be considered as independent contractors contracting on principal-to-principal basis.

IN WITNESSES WHEREOF, the Parties have signed this Agreement on the date, month and year first above written in the presence of the following witnesses:

**AMARAVATI DEVELOPMENT CORPORATION  
LIMITED**

**NAME OF CONSULTANCY**

**(To be entered at the time of  
agreement)**

By

By

Name:

Name:

Designation:

Designation:

In the presence of:

In the presence of:

Witness:

Witness:

Name:

Name:

Address:

Address:

**SCHEDULE A - SCOPE OF SERVICES AND DELIVERABLES As  
stated in the Annexure A (Part A and B) of this RFP  
(To be inserted at the time of entering in to the Agreement)**

**SCHEDULE B - TIME SCHEDULE**

**(To be inserted at the time of entering in to the Agreement)**

**SCHEDULE C - PROFESSIONAL FEE AND PAYMENT TERMS**

**(To be inserted at the time of entering in to the Agreement)**

## **SCHEDULE D - DEPLOYMENT SCHEDULE**

**Resource Deployment Schedule for this project is as provided below:**

**(To be provided by the Consultant)**

## SCHEDULE - E: FORMAT OF SECURITIES

### Form of EMD - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

*[The bank, as requested by the Consultant; shall fill in this form in accordance with the instructions indicated]*

Bank Guarantee No.....[insert guarantee reference number]

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

WHEREAS, \_\_\_\_\_ [name of Consultant]<sup>1</sup> (hereinafter called "the Applicant") has submitted his Proposal dated \_\_\_\_\_ [date] or will submit his Proposal for the consultancy services of \_\_\_\_\_ [name of Contract] (hereinafter called "the Proposal") under Request for Proposals No.....[insert number] (hereinafter called "the RFP")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ <sup>2</sup>for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Proposal opening the Applicant (a) withdraws his Proposal during the period of Proposal validity or (b) does not accept the correction of the Proposal Price pursuant to ITC 28.7;

Or

<sup>1</sup> In the case of a JV, the consultant should be stated as "a Joint Venture consisting of ....., and .....".

<sup>2</sup> The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

(2) If the Applicant having been notified of the acceptance of his proposal by the Employer during the period of Bid validity:

- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Consultants, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Consultants.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_  
<sup>3</sup>days after the deadline for submission of Proposals as such deadline is stated in the Instructions to Consultants or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
 [signature, name, and address]

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

<sup>3</sup> 45 days after the end of the validity period of the Proposal.

### Form of Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

*[The bank, as requested by the successful Consultant; shall fill in this form in accordance with the instructions indicated]*

**Beneficiary:** *[insert name and Address of Client]*

**Date:** \_ [Insert date of issue]

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ [insert name of Consultant, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the assignment of \_ [insert name of contract and brief description of Consulting Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* ( ) *[insert amount in words]*,» such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the \_\_\_\_Day of \_\_\_\_\_ 20\_\_\_\_, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

***[signature(s)]***

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

*1. The Guarantor shall insert an amount of 2.50% of the Contract Amount specified in the Contract, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

*2. Insert the date two months beyond expiry of contract date. The Client should note that in the event of an extension of this date for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

### Format for Parent Company Guarantee (if applicable)

THIS DEED OF GUARANTEE is made the      day of 20[.]

#### BETWEEN

**Amaravati Development Corporation Limited**, a company incorporated bu Government of Andhra Pradesh under the Indian Companies Act, 1956, having its registered office situated at # 20-4-15, Flat No. 1G, Anand Heights, Kedareswarapet, Vijayawada - 520 003, Andhra Pradesh State, INDIA [ **“ADCL”** ]which expression shall include its successors and permitted assigns

and

[      ] whose registered office is situated at [\*\*\*] (the **“Guarantor”**)

#### W H E R E A S

- (A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the **“Agreement”**) ADCL has appointed \_\_\_\_\_ (the **“Consultant”**) for undertaking the **Geotechnical Investigations Services for Strengthening & Widening of Karakatta Road, in A.P. New Capital City, Amaravati, Vijayawada, India** (hereinafter defined as **“Project”**).
- (B) The Agreement obliges the Consultant to procure and deliver to ADCL a Parent Company Guarantee in the manner hereinafter appearing.
- (C) The Consultant is under the ownership, management and control of the Guarantor.
- (D) The Guarantor has agreed to guarantee the due performance of the Agreement by the Consultant on the terms set out in this Guarantee.

#### NOW THIS GUARANTEE PROVIDES:

- 1. In consideration of ADCL accepting the Guarantor’s obligations herein contained in discharge of the Consultant’s obligation to provide such guarantee:
  - 1.1 the Guarantor hereby irrevocably and unconditionally guarantees to ADCL the due completion and punctual performance and observance by the Consultant, its successors and permitted assigns of each and all of the obligations, duties and undertakings of the Consultant under and pursuant to the Agreement (the **“Guaranteed Obligations”**) when and if such Guaranteed Obligations shall become due according to the terms and conditions of the Agreement and the due payment and discharge of all such sums of money and liabilities due, owing or incurred or payable and unpaid by the Consultant to ADCL pursuant to the Agreement as a result of any breach thereof (including all expenses, and including

reasonable legal fees and taxes reasonably incurred by ADCL in connection with ADCL seeking to enforce any of the above); and

- 1.2 the Guarantor guarantees to ADCL that if the Consultant fails to observe or perform any of the Guaranteed Obligations, or if the Consultant fails to pay any debt, damages, interest or costs due from the Consultant to ADCL under or in connection with the Agreement, then the Guarantor shall, upon first written demand of ADCL rectify or procure the rectification of any such failure to observe or perform any of the Guaranteed Obligations or failure to so pay; and
  - 1.3 the Guarantor hereby irrevocably and unconditionally guarantees, upon first written demand of ADCL, to indemnify ADCL against all losses, damages, liabilities, costs and expenses suffered or incurred by ADCL as a consequence of any failure or non-payment on the part of the Consultant of the sort referred to in this paragraph 1 or by reason of any negligent act, omission, default, deficiency in Service or breach on the part of the Consultant in the performance of the Services pursuant to the Agreement; and
  - 1.4 the Guarantor irrevocably guarantees to maintain at all times, directly or indirectly, a majority equity interest in the Consultant, and irrevocably and severally guarantee the performance of the Guaranteed Obligations under the Agreement, for such purpose and any amendment or modification thereof and any agreement collateral thereto as might be mutually agreed with the Consultant in the future; and
  - 1.5 the Guarantor hereby represents and consents that the consent of the Consultant to any modification or amendment of the Agreement or to any agreement ancillary thereto constitutes knowledge thereof and consent thereof by us; and
  - 1.6 the Guarantor confirms that it has full power and capacity to enter into this Guarantee with ADCL and agrees that the terms of this Guarantee shall not be revocable by the Guarantor and shall be a continuing guarantee and shall be additional to any other guarantees or security from time to time held by ADCL and shall not be affected by any release or waiver of any such additional guarantee or security.
2. The obligations of the Guarantor hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Guarantor from the Guarantor's obligations hereunder in whole or in part, including without limitation and whether or not known to the Guarantor or ADCL:
- 2.1 any provision, novation, amendment, extension of, variation,

modification or supplement to the Agreement or any other document or security so that references to the Agreement in this Guarantee shall include each such provision, novation, amendment, extension, variation, modification or supplement;

- 2.2 any legal limitation, disability, incapacity or other circumstances relating to the Consultant or the illegality, invalidity or unenforceability of any of the Guaranteed Obligations;
- 2.3 any dispute between ADCL and the Consultant or any allegation that the Consultant has claims against ADCL or any objection or representation made to the Guarantor by the Consultant and the Guarantor will not challenge any award, judgment or decision of any kind made pursuant to the dispute resolution provisions of the Agreement;
- 2.4 any time, indulgence, concession or waiver granted to or composition with the Consultant;
- 2.5 the taking, holding, variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against the Consultant;
- 2.6 any other act, omission, fact, circumstance, provision of statute or rule of law which might entitle the Guarantor to be released in whole or part from its obligations and liabilities under this Guarantee;
- 2.7 any performance or assumption of the obligations and/or liabilities of ADCL by any other person;
- 2.8 any waiver or forbearance by ADCL of any of the Consultant's obligations under the Agreement or by any failure by ADCL to enforce the Agreement or this Guarantee;

and the Guarantor hereby consents to any of the above without the need for any further notice to be given by or on behalf of ADCL.

- 3. Where any discharge (whether in respect of any of the obligations, duties and undertakings of the Consultant thereof or any other liability of the Consultant under the Agreement or any security therefor or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided, reduced or invalidated for any reason or which must be repaid on bankruptcy, liquidation or otherwise without limitation, the liabilities and obligations of the Guarantor under this Guarantee shall continue as if there had been no such discharge or arrangement.
- 4. Until all the obligations, duties and undertakings of the Consultant under and pursuant to the Agreement have been discharged in full either by the Consultant or the Guarantor and all the liabilities and obligations of the Guarantor under this Guarantee have been discharged in full:

- 4.1 the Guarantor shall not, in respect of any payment made or liability arising pursuant to this Guarantee, effect or seek to effect any recovery from the Consultant, whether by receipt of money or set-off or proof of debt or enforcement of security or otherwise.
  - 4.2 the Guarantor shall not, after default by the Consultant and a claim has been made pursuant to this Guarantee, be subrogated to, benefit from, succeed to or share in, any rights, security or monies held, received or receivable by ADCL or be entitled to any right of contribution or claim any right of indemnity or exercise any other rights or legal remedies in respect of any payment made, security realised or monies received on account of the Guarantor's liabilities and obligations hereunder; or
  - 4.3 the Guarantor shall not claim or prove as a creditor or otherwise in competition with ADCL in respect of any monies owing to it for or on account of the Guarantor's liabilities and obligations under this Guarantee in the event of any bankruptcy, liquidation or other insolvency proceedings relating to the Consultant. The Guarantor shall give ADCL the benefit of each such claim and proof of all monies to be received in respect thereof and in the meantime hold the same in trust for ADCL to the extent of any monies due to ADCL.
5. ADCL shall not be obliged before taking steps to enforce this Guarantee to:
- 5.1 take action or proceedings or pursue any remedy against the Consultant or to make or file any claim in the bankruptcy, or liquidation or other insolvency proceedings of the Consultant; or
  - 5.2 have recourse to any other guarantee, indemnity or security.
6. The Guarantor's liabilities and obligations under this Guarantee are continuing and shall remain in force until all of the liabilities and obligations of the Guarantor under this Guarantee have been discharged in full and are in addition to and shall not prejudice nor be prejudiced by:
- 6.1 any other right against any third party which ADCL may have for performance of all or any of the Guaranteed Obligations; or
  - 6.2 any additional existing or future security for the Guaranteed Obligations which ADCL may have.
7. The Guarantor undertakes to ADCL that the Guarantor has not taken and will not take any security from the Consultant in respect of the Guarantor's liabilities and obligations hereunder. Any security taken by the Guarantor in breach of this provision and all monies at any time received in respect thereof shall be held in trust for ADCL as security for the liabilities and obligations of the Guarantor hereunder.

8. Neither the liabilities and obligations of the Guarantor hereunder nor the rights of ADCL in relation to this Guarantee shall be discharged or impaired by reason of the winding up, dissolution, administration, incapacity or re-organisation of the Consultant or any change in the status, function, control or ownership of the Consultant. If the Consultant shall go into liquidation, administration or receivership or become subject to any other form of insolvency proceeding or the Consultant's employment under the Agreement is lawfully determined before the obligations, duties and undertakings of the Consultant under and pursuant to the Agreement have been performed in full any such event shall be conclusive evidence for the purposes of this Guarantee of the Consultant's failure to duly perform, complete and observe the terms of the Agreement.
9. Any payment to be made hereunder by the Guarantor shall be made without set-off or counterclaim and shall be made free and clear of, and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
10. If the Agreement is or becomes totally or partially invalid, illegal, void or unenforceable the Guarantor shall nevertheless be liable under this Guarantee as a primary guarantor.
11. Any amount which is not recoverable from the Guarantor under this Guarantee because of any legal limitation, disability or incapacity of the Guarantor shall be recoverable from the Guarantor on the basis of an indemnity.
12. The benefits of this Guarantee may not be assigned by the Guarantor. The benefits of this Guarantee may however be assigned in full by ADCL to any person to whom all the benefits of the Agreement are transferred, and to the Lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the Project (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by ADCL to meet or contribute to the cost of such project) or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without the prior written consent of the Guarantor, which consent shall not be unreasonably delayed or withheld. The Guarantor undertakes following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.
13. ADCL shall give to the Guarantor written notice of any default of the Consultant ("**Notice**"), which shall specify the default and shall be signed by or on behalf of ADCL.
14.
  - 14.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 14.2 shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to:

(a) Amaravati Development Corporation Limited at:  
# 20-4-15, Flat No. 1G, Anand Heights,  
Kedareswarapet, Vijayawada - 520 003.  
Andhra Pradesh State. INDIA.

(b) the Guarantor at:  
[address and fax no.] marked for the attention of the [ ];

or such other address as may be notified in writing from time to time.

14.2 Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the property address for service;
- (b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Vijayawada) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

15. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and ADCL and the Guarantor hereby submit to the jurisdiction of the Courts of Vijayawada for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

**IN WITNESS** whereof this Guarantee has been duly executed as a Guarantee on the [ ] day of 2018.

Executed as a Guarantee and Delivered  
by

By ) .....  
Director  
.....  
Director/ Company Secretary

Executed as a Guarantee and Delivered )  
by

[GUARANTOR] )  
By ) .....  
Director  
.....  
Director/ Company Secretary

# KARAKATTA (existing bund) LOCATION PLAN (Approx. Length: 13.58km)

