



Greater Hyderabad Municipal Corporation

Request for Proposal

Name of Work: **Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway.**

Superintending Engineer (Projects-WZ)
Greater Hyderabad Municipal Corporation
Cell: 9849006071

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SECTION – I

LETTER OF INVITATION

GREATER HYDERABAD MUNICIPAL CORPORATION

Sealed Tenders are invited in two cover system by the Superintending Engineer (Projects-WZ), Greater Hyderabad Municipal Corporation for and on behalf of the Commissioner, Greater Hyderabad Municipal Corporation for the following consultancy services:

S.No.	Description of work	Duration
1	Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway (Approximate Length 41 km)	1.0 Month

1.0 Introduction:

Greater Hyderabad Municipal Corporation (GHMC) is a local Body with the responsibility of providing basic civic services like roads, health & Sanitation, storm water disposal etc. GHMC is also responsible for planned growth of the city.

The existing major road network system in Hyderabad city is faced with numerous problems associated with inadequate carriage way width, improper drainage facilities, inadequate pedestrian facilities like footpaths etc., improper traffic management, lack of efficient mass transport system etc., This has resulted in increasing pressure on the existing road network.

Further, the GHMC intends to develop certain Selected Corridors as Skyway in order to improve the overall traffic mobility, substantially increasing the speed of long distance traffic without occurrence of accidents and also to reduce traffic congestion on these corridors to the maximum extent possible and it is the time for taking up proper study technically and scientifically to assess the adequacy of the structural strength of existing road and to take up the necessary strengthening and improvement measures to cope up for the future traffic demand.

In order to take up the implementation of the project, Greater Hyderabad Municipal Corporation (GHMC) is desirous of procuring the **Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway.**

List of Skyway

S.No	Name of Skyway	Length in Km
1	East West Corridor (ORR East - ORR West) Skyway along Musi River	41

*Note: Map showing Skyway Alignment is Provided in Annexure-1 at the end of the RFP

2.0 Objectives

The main objectives of the service shall be to prepare Feasibility Report of East West Corridor as Skyway along Musi River. Through all the project phases, GHMC will expect the Consultant to illustrate the interest and commitment to utilise the latest national and international development construction techniques in order to promote fast, efficient, economical and sound completion of the works. It is the intention of GHMC to be among the forerunners in applying modern techniques.

Description of Assignment

The Consultant's services shall consist of the following stages in Project Preparation.

- Inception
- Survey and Analysis
- Draft Feasibility Report with necessary sub reports as per TOR
- Final Feasibility Report

NOTE: GHMC reserves the right to close the contract at any of the above stage if it is found that further work is not necessary. Payment will be made for the stage of work carried out by the consultant.

3.0 Eligibility

The tender particulars along with details of eligibility and qualification for the consultancy assignment are as under:

NIT NO.	Name of the Work	Eligibility
Tender Notice No: 05/ SE/(P-WZ)/GHMC/ 2015-16, Dt:22-05-2015	Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway	<p>i) The consultancy firm should have successfully rendered the services for conducting Feasibility Study and/or PPR/DPR and/or Detailed Engineering Services of at least TWO Skyways/Elevated Roads/Sea Bridges /Long bridges/ Metro Corridors of at least 5 km in length each, completed in the last 10 years.</p> <p>ii) The consultancy firm should have successfully rendered the services for conducting a feasibility report and / or Detailed Project Reports and/or Detailed Engineering Designs for any TWO Grade Separators completed satisfactorily in the last 10 years.</p> <p>iii) The required average annual turnover during the last 5 financial years should be at least Rs. 25.00 Crore Per Annum.</p> <p>iv) The Bidder shall furnish audited financial statements for the last five years, audited by a Chartered Accountant, which include Profit and Loss Account, Balance Sheet and Certificates regarding contingent liabilities.</p>

a) Documentation Charges

The bidder is required to pay a non-refundable documentation charge amounting to Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Indian National Bank / scheduled bank in favour of "The Commissioner, GHMC" payable at Hyderabad and Sales Tax (non-refundable) of Rs. 1250/- (Rupees One Thousand Two Hundred and Fifty Only) in the form of Demand Draft on any Indian National Bank / Scheduled Bank in favour of "CTO, Basheerbagh, Hyderabad".

RFP document can be downloaded from GHMC website www.ghmc.gov.in from 23-05-2015 from 04.00 P.M to 06-06-2015 up to 11.00 A.M.

Further details if required can be had from the office of the Superintending Engineer (P-WZ), GHMC, 6th Floor, CC Complex, Tank Bund Road, Hyderabad.

b) Earnest Money Deposit (EMD)

The Tenderer shall furnish, Earnest Money Deposit equivalent to Rs. 1,00,000 (Rs One Lakh only) along with Bid documents.

This EMD can be in the form of:

- i) A bank demand draft on any Nationalized Bank / Scheduled Commercial Bank.
- ii) A bank guarantee in the form given in Section – VII, from a Nationalized Bank / Scheduled Commercial Bank.

Demand Drafts / Bank Guarantees furnished towards EMD shall be **valid for a period of 6 months** from the date of receipt of Bids.

The EMD of unsuccessful Bidders will be returned no sooner the tenders are finalized or end date of the Bid validity period whichever is earlier.

The earnest money deposited by the successful Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

- c) Consultants have to submit their sealed Tenders on 06-06-2015 up to 3.00 P.M for which specially box is provided in the office of the Superintending Engineer (Projects-WZ) GHMC, 6th Floor, CC Complex, Tank Bund Road, Hyderabad which will be opened after 4.00 PM on the same day.
- d) The Commissioner, GHMC reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.

**Superintending Engineer
(Projects–WZ), GHMC**

Section 2. INSTRUCTIONS TO CONSULTANTS

S.No.	Description	Page No.
1	Introduction	
2.	Clarification and Amendment of RFP Documents	
3.	Preparation of Proposal	
4.	Submission, Receipt and Opening of Proposals	
5.	Format and Signing of Bids	
6.	Proposal Evaluation	
7.	Negotiations	
8.	Award of Contract	
9.	Confidentiality	
10.	Data Sheet	

- 2.1.1 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 2.1.2 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the office of the Superintendent Engineer (Projects-WZ) GHMC before submitting a Proposal.
- 2.1.3 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available the relevant data available.
- 2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client or the site, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted without assigning any reason.
- 2.1.5 Greater Hyderabad Municipal Corporation (GHMC) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 2.1.5.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
 - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants
 - 2.1.5.2 As pointed out in para. 1.5.1 (a) above, consultants may be hired for downstream work, when continuity is deemed essential. It will be the exclusive decision of the GHMC whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 2.1.6 It is GHMC's policy to require that consultants observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GHMC:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GHMC, and includes collusive practices among consultants (prior to or after submission of proposals) designed to

establish prices at artificial, non-competitive levels and to deprive GHMC of the benefits of free and open competition.

- (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GHMC -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GHMC-financed contract; and
 - (d) Will have the right to require that, GHMC to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GHMC.
- 2.1.7 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Gol/GoTS/GHMC in accordance with the above Sub Para 2.1.6 (D).
- 2.1.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the participating consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by a suitable amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.3 PREPARATION OF PROPOSAL

- 2.3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i. The proposal should be from a single entity and Joint Ventures will not be allowed
 - ii. The proposal shall be based on the number of key professional staff-months estimated by the firm.
 - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm.

- iv. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - v. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 2.3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section - 3C).
 - iii. A brief note on the site appreciation (Section - 3D)
 - iv. Description of the methodology and work plan for performing the assignment (Section - 3E).
 - v. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section – 3F).
 - vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section - 3G). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (05) years.
 - vii. Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections - 3F and 3H).
 - viii. Any additional information requested in the Data Sheet.
- 2.3.5 The Technical Proposal shall not include any financial information.
- 2.3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It shall include all the costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents & surveys; and all the other major component of the assignment.
- 2.3.7 Consultants shall express the price of their services in Indian Rupees.
- 2.3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals. Financial Proposal

2.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 2.4.1 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 2.4.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization is to be confirmed by a written power of attorney, accompanying the Proposal.
- 2.4.3 The consultant should prepare the number of copies indicated in the Data Sheet. The Technical Proposal and the Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 2.4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**", and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer sealed envelope bearing the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 2.4.5 The completed technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be rejected.
- 2.4.6 The Technical Proposal shall be opened at the time and date specified in the data sheet by a committee of officials. The Financial Proposals shall remain sealed and deposited with GHMC until they are opened.

2.5. FORMAT AND SIGNING OF BIDS

- 2.5.1 The Bidder shall prepare one copy of the documents comprising the Bid.
- 2.5.2 The copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid where entries or amendment have been made shall be initialed by the person or persons signing the Bid.
- 2.5.3 The completed Bid shall be without alterations, inter-relations or erasures except those which accord with instructions given by the GHMC, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 2.5.4 Only one Bid shall be submitted by each Bidder. No Bidder shall participate in the Bid of another for the same contract in any capacity whatsoever.

2.5.5

2.5.5.1 a) Documentation Charges

The bidder is required to pay a non-refundable documentation charge amounting to Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Indian National Bank / scheduled bank in favour of "**The Commissioner, GHMC**" payable at Hyderabad and Sales Tax (non-refundable) of Rs. 1250/- (Rupees One Thousand Two Hundred and Fifty Only) in the form of Demand Draft on any Indian National Bank / Scheduled Bank in favour of "CTO, Basheerbagh, Hyderabad".

b) Earnest Money Deposit

The Tenderer shall furnish, Earnest Money Deposit equivalent to Rs.1,00,000/- (Rs. One Lakh Only) along with Bid documents. This **EMD can be in the form of:**

- i) A bank demand draft on any Nationalized Bank / Scheduled Commercial Bank.
- ii) A bank guarantee in the form given in Section – VII, from a Nationalized Bank / Scheduled Commercial Bank.

Demand Drafts / Bank Guarantees furnished towards EMD shall be valid for a period of 6 months from the date of receipt of Bids.

The EMD of unsuccessful Bidders will be returned no sooner the tenders are finalized or end date of the Bid validity period whichever is earlier.

- iii) The earnest money deposited by the successful Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

2.5.5.2 The EMD shall be forfeited.

(a) If the Bidder withdraws the Bid during the validity period of Tender.

(b) In the case of a successful tenderer, if he fails to sign the Agreement for whatever the reason.

In consideration of the Executive Engineer / Superintending Engineer / Engineer-in-Chief / Commissioner of Tenders undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all Earnest Monies deposited by the Tenderer will be forfeited to GHMC in the event of such Tenderer either modifying or withdrawing his tender at his instance within the said validity period of three months.

2.5.6 Other Requirements

- a. The Bidder must produce PAN No. and copy of latest returns filed by them
- b. The Bidder must produce proof of Service Tax Registration.

c. Financial Standing:

i) **The required average annual turnover during the last 5 financial years should be at least Rs. 25.00 Crores Per Annum.**

ii) The Bidder shall furnish audited financial statements for the last five years, audited by a Chartered Accountant, which include Profit and Loss Account, Balance Sheet and Certificates regarding contingent liabilities.

2.5.7 The Consultant shall furnish a Earnest Money Deposit equivalent to Rs. 1,00,000/- (Rupees One Lakh Only) along with Tender documents in the form of a demand draft / bank guarantee from a Nationalized Bank / Scheduled Bank valid for 6 months.

2.5.8 NOT USED.

2.5.9 Tender documents containing detailed qualifications and eligibility criteria, scope of work, Terms of Reference and Conditions of Contract may be downloaded from www.ghmc.gov.in

2.5.10 Consultants have to submit their sealed Tenders on **06-06-2015 upto 3.00 P.M.** for which **special box is provided in the office of the Superintending Engineer (P-WZ) GHMC, 6th Floor, CC Complex, Tank Bund Road, Hyderabad which will be opened after 4.00 PM on the same day.** The bids can be sent through Speed Post/Courier but it should reach the designated officer by the scheduled date and time failing which the bids will not be accepted. GHMC will not be responsible for any postal/courier delay.

2.5.11 The Commissioner, GHMC reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.

2.6. PROPOSAL EVALUATION

2.6.1 General

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

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

2.6.3 Evaluation of Technical Proposals

The proposal submitted will be treated as responsive only if it satisfies all the eligibility criteria mentioned under para 3 Eligibility under SECTION I LETTER OF INVITATION of this document. The proposal found to be so responsive will only be considered for further process of evaluation. The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

2.6.3.1 Criteria for Evaluation

Evaluation of Technical Proposals

i) In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, Site Appreciation proposed methodology and Work Plan, and the experience of Key Personnel. Only those applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration.

ii) Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the GHMC, would score 70% or above.

iii) The scoring criteria to be used for evaluation shall be as follows:

ITEM CODE	PARAMETER	MAXIMUM MARKS	CRITERIA
1	Firm's Experience	30	75% of the maximum marks shall be awarded for the two numbers of Eligible Assignments successfully completed by the Applicant firm during the preceding 10 Years. The remaining 25% shall be awarded for additional eligible assignments particularly undertaken for the preparation offeasibility report and / or Detailed Project Reports and/or Detailed Engineering

Consultant

13

Superintending Engineer
(Projects-WZ)

ITEM CODE	PARAMETER	MAXIMUM MARKS	CRITERIA
			Designs for Highway Corridors, Urban roads and major structures such as Skyways/Grade separators / Elevated Corridors / Bridges / over & above the TWO eligible assignments subject to a maximum of five additional eligible assignments . A Table summarising the firms' experience and the qualifying criteria must be provided at the beginning of the section
2	Proposed Methodology and Work Plan & Site Appreciation.	20	Evaluation will be based on the quality of submissions.
3	Relevant Experience of the Key Personnel	50	75% of the maximum marks for each Key Personnel shall be awarded for a minimum of 1 number of Eligible Assignments the respective Key Personnel has worked on. The remaining 25% shall be awarded for the total number of additional eligible assignments particularly undertaken for the preparation of feasibility report and / or Detailed Project Reports and/or Detailed Engineering Designs for major structures such as Skyways/Grade separators / Elevated Corridors / Bridges over and above the eligible ONE assignment subject to a maximum of five additional eligible assignments
	Relevant Experience of the Key Personnel	MAXIMUM MARKS (Total 50)	CRITERIA
3(a)	Senior Highway Engineer cum Team Leader	15	Minimum experience of 15 Years after Graduation. Should have worked as leader or head of a feasibility study team for at least 1 Eligible Assignments.
3(b)	Bridge Design Expert	10	Minimum experience of 10 Years after Graduation. Should have worked as Structural / Bridge Engineer for at least 1 Eligible Assignments.
3(c)	Bridge Engineer	5	Minimum experience of 8 Years after Graduation. Should have worked as Structural / Bridge Designer for at least 1 Eligible Assignment

ITEM CODE	PARAMETER	MAXIMUM MARKS	CRITERIA
3 (d)	Traffic Engineer	5	Minimum experience of 5 Years after Post Graduation. Should have worked as Traffic / Transport Engineer / Planner for at least 1 Eligible Assignments
3(e)	Pavement Specialist	10	Minimum experience of 10 Years after Graduation. Should have worked as Pavement Specialist for at least 1 Eligible Assignments
3(f)	Quantity and material engineer	5	Minimum experience of 5 Years after Graduation. Should have worked as Quantity and material engineer for at least 1 Eligible Assignments

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

2.6.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of preparation of feasibility report and / or detailed project report including engineering surveys for the following projects shall be deemed as eligible Assignment:

- i) The consultancy firm should have successfully rendered the services for conducting Feasibility Study and/or PPR/DPR and/or Detailed Engineering Services of at least TWO Skyways/Elevated Roads/Sea Bridges /Long bridges/ Metro Corridors of at least 5 km in length each, completed in the last 10 years.

AND

- ii) The consultancy firm should have successfully rendered the services for conducting a feasibility report and / or Detailed Project Reports and/or Detailed Engineering Designs for any TWO Grade Separators completed satisfactorily in the last 10 years.

2.6.5 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, such pre-qualified Applicants is less than two, the GHMC may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) does not qualify provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

2.6.6 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out.

For financial evaluation, the total cost indicated in the Financial Proposal will be the main criterion.

The GHMC will determine whether the Financial Proposals are complete, unqualified and

unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal will be zeroed in on for award of work.

2.6.7 Final Evaluation

The Selected Applicant shall be the first ranked Applicant (having the lowest competitive price). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements as the case may be.

2.6.8 Opening and Evaluation of Financial Proposals

After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 2 days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

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

2.6.10 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

2.6.11 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

2.7. Negotiations

2.7.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.7.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

2.7.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

2.7.4 Having selected the Consultant on the basis of, among other things, an evaluation of

proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

- 2.7.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

2.8. AWARD OF CONTRACT

- 2.8.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation
- 2.8.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

2.9. CONFIDENTIALITY

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

2.10. DATA SHEET

Information to Consultants

2.10.1	<u>The name of the Client:</u>	The Greater Hyderabad Municipal Corporation(GHMC)
	<u>The method of selection</u>	Least Cost Selection
2.10.2	A technical and a Financial Proposals are requested	Yes
	The name, objectives and description of the Assignment	As per TOR
2.10.3	The assignment is phased: as below a) Inception Report b) Draft Feasibility Report c) Feasibility Report	
2.10.4	A pre-proposal conference will be held	Yes

2.10.13	The Assignment is expected to commence	Contract Period Start date is the date of the agreement. 5 Working Days shall be given to enter into the agreement after issue of Letter of Acceptance
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SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

S.No.	Description	Page No.
3A	Technical Proposal Submission Form	
3B	Consultant's references along with completion certificates	
3C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client	
3D	Site appreciation	
3E	Description of the methodology and work plan for performing the assignment.	
3F	Team composition and task assignments.	
3G	Format of Curriculum Vitae of proposed key professional staff.	
3H	Time schedule for professional personnel.	
3I	Activity (work) schedule.	

3A. Technical Proposal Submission Form

[Location, Date]

From.....

To.....

Ladies/Gentlemen:

Sub: - **Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway – Technical Proposal.**

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. consultant's References
Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

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

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

Consultant

Superintending Engineer
(Projects-WZ)

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

3D. Site Appreciation

3E. Description of the Methodology and Work Plan for Performing the Assignment

3F. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**3G. Format of Curriculum Vitae (CV) for
Proposed Key Professional Staff**

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Consultant] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3H. Time Schedule for Professional Personnel

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature: _____
 (Authorized Representative)

Full Name: _____
 Title: _____
 Address: _____

Consultant

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Superintending Engineer
 (Projects-WZ)

3I. Activity (Work) Schedule

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart) ++ [1st, 2nd, etc. are months from the start of assignment]											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

S. No	Description of Deliverables	Programme: (Date)
1	Inception Report	
2	Draft Feasibility Report and Schedules of BOQ with cost estimate.	
3	Final Feasibility Report including EIA, Social Impact Assessment and Economic Analysis.	

SECTION – 4
FINANCIAL PROPOSAL
STANDARD FORMS

S.No.	Description	Page No.
1	Price Bid (4A)	
2.	Format for Financial Bid (4B)	
3.	Form of Bid (4C)	

SECTION – 4 (4A)

PRICE BID

From

To

**The Superintending Engineer
(P-WZ),
Greater Hyderabad
Municipal Corporation**

Sir,

Sub: Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway

Ref: No: SE (P-WZ)/GHMC/2014-15, Dtd.

I / We..... Consultant / Consultancy firm herewith enclose price proposal for selection of my / our firm organization as consultant for

Yours faithfully,

Signature_____

Full Name

Address

(Authorised Representative)

SECTION – 4
FINANCIAL PROPOSAL – STANDARD FORMS
FORMAT FOR FINANCIAL BID (4B)

FROM

TO:

The Superintending Engineer
(P-WZ), GHMC

Sir:

Sub: Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway

We, the undersigned, offer to provide the consultancy services for the above in accordance with your bid document dates (date), and our bid (technical and financial bids). Our attached financial bid is for the sum, of (Amount in words and figures). This amount is inclusive of all taxes except service tax which will be paid separately as per the rates in vogue.

Sl. No.	Name of the Road	Length of Corridor (in km)	Rate Per km (Rupees in Figures)	Rate Per km (Rupees in Words)	Amount (Rupees in Figures)	Amount (Rupees in Words)
I	Feasibility Study for Proposed Skyway	41				
	Total Amount					

*The length of skyway/corridor shown is tentative. Actual payment will be for actual length arrived during detailed survey at the unit rate quoted above.

*Any extra length (km) to be taken up in addition to the stated skyway length shown in above table, the unit rate quoted will be considered. For any reduction in length, the deduction will be applied as per the unit rates quoted above.

Total quoted fee is Rs. _____ (In words _____). Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that in competing (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We remain,

Yours sincerely,
Name and Title of Signatory:
Name of Firm:

Address:
Superintending Engineer
(Projects-WZ)

Consultant

SECTION – 4
FORM OF BID (4C)

To
The Superintending Engineer,
(P-WZ), GHMC

.....
Sir,

I / We,.....do hereby Bid and, if this Bid be accepted undertake to execute the following **Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway**. As per the terms of reference and Conditions of Contract.

I/We.....have completed the Price Bid in words and figures for which I/We.....agree to execute the work.

I / We.....Agree to keep the offer in this Bid valid for a period of 120 days mentioned in the Instructions to Bidders and not to modify the whole or any part of it for any reason within the above period. We understand that if the Bid is withdrawn by me / us for any reason whatsoever, the earnest money deposited by me / us will be forfeited to the GHMC.

I / We.....hereby distinctly and expressly declare and acknowledge that before the submission of my /our Bid, I / We.....have carefully followed the invitation to Bids and Instructions to Bidders and have read the Conditions of Contract, Terms of Reference and that I / We.....have made physical inspection of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me / us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the Contract, and in the Terms of Reference; and distinctly agree that

I / Wewill not hereafter make any claim or demand upon the GHMC / Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

I/We.....enclose herewith a crossed Demand Draft / Bank Guarantee for the payment of the sum of Rs.(Rupees) as earnest money not to bear interest. If my / our Bid is not accepted, this sum shall be returned to me / us on my / our application when intimation sent to me / us of rejection or at the expiration or at the expiration of one month / two months / three months after the last date prescribe for the receipt of Bids, whichever is earlier. If my / our Bid is accepted, the earnest money shall be retained by the GHMC / Government as security for the due fulfillment of the Contract, If upon written intimation to me / us by the GHMC / Engineer-In-Chief/Executive Engineer I / We.....fail to attend the said office on the dated therein fixed or if upon intimation being given to me / us by the GHMC / Engineer-In-Chief / Executive Engineer of acceptance my/our Bid, I/We.....fail to make the

Consultant

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Superintending Engineer
(Projects-WZ)

additional security deposit (where a Bank Guarantee is furnished towards the Earnest Money Deposit, a fresh Bank Guarantee for the total security deposit shall be furnished for the period of completion and defects liability period the original Bank towards Security) or to enter into the required agreement as defined in the Bid documents I / We.....agree the forfeiture of the earnest money. Any notice required to be served on me / us by post to (registered or ordinary) or left at my / our address given herein. Such notice shall sent by post be deemed to have been served on me / us at the time when in due course of post it would be delivered at the address to which it is sent.

I/We.....fully understand that the written agreement to be entered into between me / us and the GHMC / Government shall be the foundation of the rights of both the parties and the Contract shall not be deemed to be complete until the agreement has first been signed by me / us and then by the proper officer authorized to enter into contract on behalf of GHMC / Government.

I / We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this.....day of20.....

Signature.....in the Capacity of.....duly authorized to sign the Bid for an on behalf of
(Block Capitals)

Name of Witness.....Address.....

(Signature of Witness)
GHMC

SECTION – 5
TERMS OF REFERENCE

5. TERMS OF REFERENCE

5.1. BACKGROUND

About 400 years ago the fourth king of the QutbShahi dynasty, Muhammad QuliQutb Shah founded the City of Hyderabad on the banks of the river Musi. During the reign of the famed Nizams, Hyderabad city achieved further importance. After Independence, on November 1st, 1956 it became the capital of Andhra Pradesh. During the past four centuries, the city has been endowed with a rich legacy born of the pursuit of excellence which found expression in beautifully planned architecture, aesthetically designed monuments, splendidly carved temples and shrines and rich natural endowment enhanced by a love for good living.

Hyderabad is situated on the Deccan Plateau at an average elevation of 550 m above mean sea level. The terrain is undulating in many parts of the city. The city has salubrious climate with maximum temperature of about 41°C and minimum of about 14°C with an average annual rain fall of about 760 mm. Landmarks in history such as the Charminar with its four imposing minarets, Golconda Fort, a treasure house of antiques Salarjung Museum, interesting spots like Birla Planetarium, Lumbini Park, NTR Gardens, I-max theatre, Film city, etc. are important tourist attractions.

Hyderabad is the fifth largest metropolis in India. It is not only the administrative and commercial capital of the State but also an important Information Technology (IT) centre of India. Five universities make Hyderabad an important centre of higher education. It is also called as training capital of India having the largest number of training centres like the Administrative Staff College of India, the Defence Management and Research Development Laboratories, the State Bank of India Staff College, the Police Academy, the Indian School of Business, etc.

The Hyderabad Metropolitan Area is greater than that of other metropolitan cities like Delhi, Calcutta, Bangalore and Chennai. Greater Hyderabad Municipal Corporation (GHMC) is 625 Sq.km in area. Greater Hyderabad Municipal Corporation (GHMC) is a Local Body with the responsibility of providing basic civic services like roads, water supply & sewerage, health & sanitation, storm water disposal etc. GHMC is also responsible for planned growth of the city. Telugu is the official and native language. A dialect of Urdu called "Deccan" is widely spoken. Usage of Hindi, Marathi, Kannada, Tamil and English has given the city a multilingual character.

Hyderabad has traditionally grown as an industrial city. But now it has also become the seat of IT (Information Technology) and is rightly named as Cyber City. More than 200 heavy industries and software companies are situated in Hyderabad. It has a number of major Central Government & Public Sector Units including DRDL, DRDO, NRSA, BHEL, BDL, MIDHANI. Various Scientific Institutes and Labs including CCMB, IICT, CDFD, and Reddy Labs etc have also been established in Hyderabad. Hyderabad is famous for its excellent educational facilities, especially in the fields of professional and higher technical education. International School of Business is situated at Cyber city, attracting a large number of students from the other parts of the country and abroad. This city also attracts aspiring sportsmen as it provides with all modern amenities for sports. Many top sportsmen hail from this City.

Hyderabad is the ideal starting point for an exciting exploration of the fascinating, architecturally-rich heritage of Andhra Pradesh. Every important tourist attraction in Andhra Pradesh is within a day's journey from Hyderabad. While Hyderabad has its share of ancient heritage structures, Museums, Planetarium and temples, it is also the perfect spot for local flavour at the finest and friendliest of hotels. Hyderabad is a city of pearls. It is also a shopper's paradise where Andhra Pradesh's fabulous traditional silks, coffee, jewellery and handicrafts can be bought at well-stocked, reliable shops. The present population of Hyderabad is over 7.7 million. The main forms of transport in the city presently are two-wheelers, cars and the Public Transport, which comprise mainly of buses and three wheelers.

Greater Hyderabad Municipal Corporation (GHMC) is a Local Body with the responsibility of providing basic civic services like roads, water supply & sewerage, health & sanitation, storm water disposal etc. GHMC is also responsible for planned growth of the city.

The existing major road network system in Hyderabad city is faced with numerous problems associated with inadequate carriageway width, improper drainage facilities and pedestrian footpaths, traffic management, lack of efficient mass transport system etc., This has resulted in increasing pressure on the exiting road network and it is the time for taking up the proper study technically and scientifically to assess the adequacy of the structural strength of existing road and to take up the necessary strengthening and improvement measures to cope up for the future traffic demand.

Greater Hyderabad Municipal Corporation (GHMC) is desirous of obtaining **Consultancy Services for Preparation of Feasibility Report for Comprehensive Development of East West Corridor (ORR East - ORR West) along Musi River as Skyway.**

5.2. PREPARATION OF FEASIBILITY REPORT

Objective

The objective of this consultancy is to undertake feasibility studies and prepare Feasibility Reports for each of the Skyways with its approaches for the purpose of firming up the Authority's requirements in respect of development and construction of the Project and Project Facilities and enabling the prospective bidders to assess the Authority's requirements in a clear and predictable manner with a view to ensuring: with consideration of the following three model cross section for the skyways on the proposed corridors.



Model Cross section of the Skyway



Model cross section for the skyway above Metro Rail



Model cross section for the skyway with Metro Rail integration

- i) To prepare a Feasibility Study Report for the Skyways including at-grade improvements for assessing its feasibility to take up the project for implementation
- ii) To meet the longer travel speedily
- iii) Access control with good riding quality
- iv) Grade separated crossings/Junctions
- v) High quality traffic markings and signals
- vi) High quality Signs
- vii) Cautionary signs
- viii) Mandatory signs
- ix) Informatory signs
- x) Good lighting system
- xi) Good quality delineators
- xii) Good drainage system
- xiii) Enhanced safety and level of service for the at grade road users;
- xiv) Superior operation and maintenance enabling enhanced operational efficiency of the Project;
- xv) Minimal adverse impact on the local population and road users due to road construction;
- xvi) Minimal adverse impact on environment;
- xvii) Minimal additional acquisition of land.
- xviii) Help in resolving overall traffic and transportation issues

5.3. SCOPE OF SERVICES

5.3.1. Scope of Services

The scope of services shall comprise:

- i) Traffic surveys and demand assessment (Road traffic)
- ii) Engineering surveys and investigations

- iii) Location and layout of Skyways
 - iv) Social impact assessment including R&R and its mitigation measures
 - v) Environment impact assessment and its mitigation measures
 - vi) Prepare an Economic Analysis to derive the benefits of the project
 - vii) Preliminary designs of road, other CD structures, etc.
 - viii) Preparation of the General Arrangement Drawing for Skyways as per IRC latest guidelines;
 - ix) Preparation of Land Plan Schedules and Utility Relocation Plans
 - x) Preparation of indicative BOQ and rough Cost Estimates
 - xi) Obtaining 'In-Principal approval' of GAD of Skyways from concerned authority.
- These services are briefly explained here under:

5.3.2. Traffic Surveys and Demand Assessment

5.3.2.1. The types of traffic surveys and the minimum number of survey stations shall be as under:

Sl. No.	Description of Activity	Duration of the survey
1.	Classified Traffic Volume Counts for all turning movements at the Intersection	As per Latest IRC Guidelines
2	Mid block Traffic volume counts	As per Latest IRC Guidelines
3	Origin and Destination survey	As per Latest IRC Guidelines

The Consultant shall, upon award of the Consultancy, submit its proposal regarding the locations of traffic survey stations for each of the above activities along with an index plan giving the rationale of its proposal. Care shall be taken in proposing the locations in a manner that they capture the traffic in different sections. This proposal shall form part of the Inception Report. The Authority may, within one week of receiving the Inception Report, modify the locations of traffic survey stations in accordance with the provisions of this TOR and the Consultant shall comply with the same.

- The traffic count data would be analysed to depict peak hour and hourly variations. The Abstract of traffic data would also be provided for each survey station.

5.3.2.2. Traffic demand assessment

- The Consultant shall make an assessment of the traffic demand for the Project for a period of 10 (ten) years, 15 (fifteen) years and 20 (twenty) years respectively based on analysis of traffic counts, trend growth and growth in the influence area of the Project. Shall be appropriately derived from the secondary data. Any variation would have to be justified with reasons, including analysis of past trends. Rail traffic at the level crossing location is to be ascertained by carrying out primary survey and secondary data from Railway sources
- Based on the assessment of the traffic demand on the Project, the Consultant shall provide a broad assessment of the year in which four-lanes / six lanes may be required. The Consultant shall also provide sensitivity analysis due to change in

assumption of traffic projections.

5.3.2.3. Intersection volume design

- The data at each location shall be presented and analysed to identify suitable treatment viz. at-grade intersection, Skyways without ramps or interchange with ramps in the light of warrants and criteria specified in the IRC. The type and layout proposed by the Consultant for each location shall be furnished along with the analysis supporting the same. Where an interchange with ramp is indicated by the analysis, its type should be determined keeping in view the site conditions.
- The amount of additional land required, if any, at each of the intersection on the Project shall be clearly stated and brought out.
- For all cases where Skyways without ramps or interchanges with ramps are proposed, the possibility of their provision on the Project in a phased manner shall be duly examined and a report on the cost-effectiveness of the Consultant's proposal submitted for consideration of the Authority to enable it to specify such requirements in the relevant Schedules of the Concession Agreement.

5.3.2.4. Pedestrian/NMT demand assessment

For assessing the requirements of Pedestrian/NMT crossings, the traffic counts for typical working day between 08.00 hours and 20.00 hours shall be carried out at the Intersections. The data so collected shall be analysed to determine whether any pedestrian/NMT crossing by way of underpass/overpass is justified. If so, the locations and broad layout shall be proposed.

5.3.3. Engineering surveys and investigations

5.3.3.1. The engineering surveys and investigations shall be divided into the following components:

- i) Topographic, alignment and land use survey for both road way & if any rail track comes within.
- ii) Road inventory survey
- iii) Road condition survey
- iv) Bridge condition survey, if required
- v) Soil, geo-technical, material survey
- vi) Hydrology and drainage surveys, if required

5.3.3.2. Topographic, alignment and land use survey

The activities and Deliverables forming part of the topographic, alignment and land use survey are described below (see also Attachment A to the TOR):

- a) Assess future expansion provision of Railways in terms of new roads and suggest provisions for viaduct
- b) Identify sections which fall outside the ROW.
- c) Identify sections of Project Road which require raising.
- d) Topographic surveys using Total Stations as per guide lines of latest IRC SP- 19. Fixing of TBM and all Reference point on Ground during survey and should be clearly shown on

- detailed survey drawings.
- e) Geotechnical investigation work for Skyways as per guide lines of latest IRCSP-19 and IRC 78.
 - f) As far as possible, the existing alignment would be retained subject to the following requirements:
 - i) Review of all available relevant reports and published information about the projects in the project influence area.
 - ii) Detailed reconnaissance.
 - iii) Identification of possible improvements in the existing alignment with evaluation of different alternative and proposal of best suited alignment/geometric for proposed Skyways.
 - iv) As far as possible, the Skyways shall be accommodated within the permissible skew limit specified by IRC so that the existing road alignment could be retained. Identify stretches which do not meet the criterion of ruling design speed, i.e. where radii of horizontal curves are less than desirable minimum. Prepare realignment plans for improving geometrics in such stretches.
 - v) Identify stretches out of (i) above, which meet the criterion of minimum design speed, i.e. where the radii of horizontal curves are more than the absolute minimum (This will enable the Authority to take a view on whether to include such stretches for improving geometrics in the initial stage or these can be postponed by a few years and in the meantime steps can be taken to acquire the necessary land for the ROW).
 - vi) Identify stretches where stopping sight distance is not available. Work out possible improvement plan to increase the sight distance. Also work out option to increase the sight distance to provide at least minimum as per IRC.
 - vii) Identify stretches where the gradients are steeper than the ruling gradient for the relevant terrain condition. Work out and prepare an improvement plan for the vertical alignment in such stretches.
Divide improvement plans of such stretches into the following two parts:
 - a) Stretches where gradient is more than the limiting gradient
 - b) Stretches where gradient is more than the ruling gradient but less than the limiting gradient. (The Authority can take a view on whether improvements of stretches in this category shall be taken up or not.)
 - viii) Identify stretches where extra width of roadway and carriageway at curves is required.
 - g) Identify stretches involving construction of new bridges and other grade separated structures including those requiring reconstruction and their approaches. Work out proposal for location of such structures and alignment of approaches.
 - h) Based on the improvement plans of horizontal and vertical alignment worked out as a result of tasks in (d), (e) and (f), prepare alignment plans, L-Sections and cross-sections of the entire Project Road. Scale of drawings shall be as per IRC:SP:19. Proposed improvements shall be marked on the plans. Such improvements will include raising of road, widening of roadway, widening of existing carriage way, location of median and the side on which the new traffic lane carriage way is to be provided, provision of Footpath – both sides, new structures, underpasses, Skyways, service roads, additional road signs, road furniture, safety devices, relocation of utilities, removal of trees, etc. The proposed ROW shall be demarcated on the ground for determining the extent of land acquisition, tree cutting, utility relocation and R& R by fixation of concrete pillars on both sides of the alignment at a minimum interval of 50m in straight reaches and 25m in curved stretches.

- i) Also prepare a separate Land Plan of the Project Road and Skyways showing the existing ROW (along with all the existing assets within the ROW e.g. structures, drains, service roads, trees, utilities and safety devices) and proposed additional land required in various stretches for improvement of geometrics, construction of new structures, provision of intersections, interchanges, service roads, project facilities, etc. The Land Plan should also show encroachments, if any. A list of such encroachments along with their brief description shall also be prepared and included in the Feasibility Report.
- j) For additional land proposed to be acquired as per final alignment plan of the Project Road, the Land Plans shall be marked on maps showing type of land use with type of building structure and shall be furnished along with a report which will include detailed schedules in respect of the proposed acquisition of in a suitable form at that would enable the Authority to initiate land acquisition proceedings.
- k) A set of cross-sections of the existing road at one km intervals for each homogeneous section in plain/rolling terrain and at 100 m intervals in mountainous/steep terrain shall be provided by the Consultant. In plain/rolling terrain, additional cross-sections shall be provided for curves at the start, at the middle and at the end. These cross-sections along with proposed improvement plan and preliminary design shall form the basis of preparation of indicative BOQ for the Project Road.

5.3.3.3. Road inventory survey

Deliverables under this component shall include:

- a) Inventory and condition surveys of existing approach road
- b) Inventory and detailed condition surveys for cross drainage structures in approaches alignment of proposed SKYWAYS including at-grade improvements and drainage provisions.
- c) An inventory of road, culverts, bridges and other structures like railway over/under bridges, flyovers (grade separated structures), under passes and overpasses. The proforma for road, culverts and bridges or other structures have been provided at Proforma 1, 2 and 3 respectively.
- d) Identification of stretches of the Project Road Which-
 - i) are affected by frequent flooding;
 - ii) are subjected to water logging;
 - iii) pass through black cotton soil area;
 - iv) pass through marshy area;
 - v) Rocky area or
 - vi) pass through weak soil stratum
- e) Typical cross-sections of the existing road showing the crust com position of pavement, shoulders and drains (one cross-section for every 100m of the road).
- f) Identification of sections in cutting.
- g) Identification of culverts requiring:
 - i) Reconstruction (all culverts which are structurally distressed shall be reconstructed as new structures).
 - ii) Widening (all existing culverts which are not to be reconstructed shall be widened equal to the roadway width).
 - iii) Repairs and/or rehabilitation along with preliminary proposals.
 - iv) New construction

5.3.3.4. Soil, geotechnical, material, hydrology and drainage surveys

The activities and Deliverables forming part of the soil, geotechnical, material, hydrology and drainage surveys are described below:

- a) The characteristics of the existing soil, two samples from every five km of the Project Road or closer where change in soil type is encountered.
- b) The determination of sub-grade CBR (soaked) every three km of the Project Road or closer where change in soil type is encountered.
- c) Investigations of the subsoil strata (one close to the railway track and two nos. at each end of proposed Skyways locations where new bridges or other structures are proposed. The depth of trial bore/ test pit shall be as per IRC standards).
- d) Preliminary hydraulic data for bridges, design discharge, HFL, LWL, etc. with a view to checking adequacy of existing waterway.
- e) Investigation for the construction materials and their lead from the proposed Skyways ;
- f) A broad assessment of the drainage condition and requirement of the Project Road.

5.3.4. Design Approach for the Skyways

The Consultant shall recommend the feasible location of the Skyways after examining the existing traffic on the Project Road. Data regarding number of closures per day shall be provided. The Consultant shall prepare alignment option study report and submit GADs of the proposed Skyways to the authorities concerned. GAD of Skyways shall be prepared as per guide lines. The Consultant shall prepare and submit detailed GADs of the proposed Skyways including via duct portion in the approaches based on preliminary consultation with the authorities concerned. (The GAD of Skyways existing or under construction in the vicinity of the Project Road could also be kept in view).

GAD of Skyways and its approaches shall be prepared as per the guide lines of related IRC, IS codes & in consultation with the department.. Provision of retaining wall or RE wall in approaches may be made if site conditions warrants so.

A detail GAD should broadly include site plan showing ROW, existing and proposed roads and road alignment with angle of skew if any, plan & elevation with span arrangement and any other requirement as per guidance of department.

Obtaining 'In-Principle Drawing Approval'

- Preparation of General Arrangement Drawing and Detailed Drawing for the proposed SKYWAYS for obtaining approval of concerned authorities;
- Obtaining approval from the concerned authority. The selected consultants will have to interact on technical issue during the approval of GAD.

Standards and Codes of participates

- Activities related to field studies, design and documentation shall be done as per the latest guide lines/ circulars of MORT&H and relevant publications of the Indian Roads Congress (IRC), Bureau of Indian Standards (BIS) and Railway code.
- All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC:71.

5.3.5. Road signs, safety devices

- a) The Consultant shall propose provision of Road Signs, Pavement Markings, Safety Barriers, Railings, Delineators, Chevron Markings, Traffic Attenuators, Road Boundary Stones, Km Stones, 200 m Stones. It shall also include Crash Barriers for existing bridges.
- b) The Consultant shall propose overhead signs on the Project Road and provide an outline of the same giving size and location.

5.3.6. Preliminary designs

The Consultant shall prepare concept preliminary designs of various components of the Project keeping in view the requirements of the Manual and the scope of services described in this TOR. It shall be responsible for the accuracy of the physical details such as alignment, right of way, abutting land use, assets within the right of way including safety devices, utilities, trees, service roads, cross drainage.

5.3.7. Project cost

The Consultant shall work out indicative BOQ of various components and prepare rough cost estimates of the Project with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may appropriately lump-sum provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc.

5.3.7.1. Inception Report

On commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include the Consultant's submissions towards understanding of the RFP and the Work Plan. The Inception Report shall also include the Consultant's proposal regarding the proposed locations of traffic survey stations.

5.3.7.2. Report on Alignment and First Traffic Survey

- 1.1 The Consultant shall undertake topographic survey of the Project, identify geometric deficiencies and construction of new bridges and other grade separated structures (refer para 3.3.2) and submit a Report on the alignment together with proposed geometric improvements. The Consultant shall finalise the alignment after taking into account the comments of the Authority on the Report on Alignment. The work of preparing cross-sections and Land Plans, etc. shall be undertaken based on the finalised alignment.
- 1.2 The Consultant shall submit a Report on the first 7-day classified traffic volume count giving an analysis of hourly and daily variations.

5.3.7.3. Land Plan Schedules

Land Plan schedules for acquisition of additional land where required for widening of road, geometric improvements, new bridges and other grade separated structures, inter-sections, inter-changes, service roads etc. and land required for project facilities, etc.

Another plan of the Project showing the existing ROW (along with all the existing assets within the ROW) and encroachments, if any, together with a list of such encroachments along with their brief description.

5.3.7.4. Utility Relocation Plans

Utility-wise preliminary plans together with approximate costs for shifting/relocation shall be provided.

5.3.7.5. Environment and Social impact assessment

The Consultant shall submit reports on social impact assessment and environment impact assessment as per the scope detailed below –

Environment and Social Impact Assessment

The consultant shall undertake the detailed environmental and social impact assessment in accordance with the standard set by the Government of India.

1. Environmental Impact Assessment

Environment Impact Assessment or initial environment examination be carried out in accordance with relevant GOI guidelines, as applicable

- The consultant should carry out the preliminary environmental screening to assess the direct and induced impacts due to the project.
- The consultant shall ensure to document baseline conditions relevant to the project with the objective to establish the benchmarks.
- The consultant shall assess the potential significant impacts and identify the mitigated measures to address these impacts adequately.
- The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.
- The consultant shall give special attention to the environmental enhancement measures in the project for the following:
 - Cultural property enhancement along the corridors
 - Bus bays and bus shelters including a review of their location,
 - Corridor side landscape and enhancement of the road junctions,
 - Enhancement of corridor side water bodies, and
 - Redevelopment of the borrow areas located on public land.
- The consultant shall prepare the bill-of-quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
- The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.
- The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.
- The consultant shall prepare the application forms and obtain forestry and environmental clearances from the respective authorities including the SPCBs and

the MOEF on behalf of GHMC. The consultants will make presentation, if required, in defending the project to the MOEF Infrastructure Committee.

- The consultant shall identify and plan for plantation of the suitable trees along the existing highway in accordance with IRC guidelines.

2. Social Impact Assessment (including R&R)

- The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socio-economic survey will establish the benchmark for monitoring of R&R activities.
- A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder's discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.
- The consultant shall prepare Land Acquisition Plan for GHMC.
- The consultant would prepare Resettlement and Rehabilitation Plan -assess feasibility and effectiveness of income restoration strategies and suitability and availability to relocation sites. The resettlement plan which accounts for land acquisition and resettlement impacts would be based on a 25% socio-economic survey and 100 % census survey of project affected people which provide the complete assessment of the number of affected households and persons, including common property resources. All untitled occupants are recorded at the initial stages and identify cards will be issued to ensure there is no further influx of people into the project area. All consultants with affected persons (to include list of participants) should be fully documented and records made available to GHMC.
 - Assessment on the impact of the project on the poor and vulnerable groups along the project road corridor. Based on the identified impacts, developing entitlement matrix for the project affected people.
 - Assessment on social issues such as indigenous people, gender,
 - HIV/AIDS, labours including child labour.
 - Implementation budgets, sources and timing of funding and schedule of tasks.
 - Responsibility of tasks, institutional arrangements and personnel for
 - Delivering entitlement and plans to build institutional capacity.
 - Internal and external Monitoring plans, key monitoring indicators and grievance redress mechanism.
 - Incorporating any other suggestions of the Institutions and the GHMC,
 - till the acceptance of the reports by the Institutions / GHMC, as applicable.

3. Reporting Requirements of EIA

The consultant would prepare the stand-alone reports as per the requirement of the GoI/GoTS, as applicable, with contents as per the following:

- Executive Summary
- Description of the Project
- Environmental setting of the project.

- Identification and categorization of the potential impacts (during pre-construction, construction and operation periods).
- Analysis of alternatives (this would include correlation amongst the finally
- Selected alternative alignment/routing and designs with the avoidance and environmental management solutions).
- The public consultation process.
- Policy, legal and administrative framework. This would include mechanisms at the states and national level for operational policies. This would also include a description of the organizational and implementation mechanism recommended for this project.

Typical plan or specific designs for all additional environmental items as described in the scope of work.

- Incorporating any other as per the suggestions of the Institutions the acceptance of the reports by the GHMC, as applicable.
- EMP Reports for Each Contract Package based on uniform methodology and processes. The consultant will also ensure that the EMP has all the elements for it to be a legal document. The EMP reports would include the following:
- Brief description of the project, purpose of the EMP, commitments on incorporating environmental considerations in the design, construction and operations phases of the project and institutional arrangements for implementing the EMP.

A detailed EMP for construction and operational phases with recourse to the mitigation measures for all adverse impacts.

- Detailed plans for highway-side tree plantation (as part of the compensatory afforestation component).
- Environmental enhancement measures would be incorporated. Enhancement measures would include items described in the scope of work and shall be complete with plans, designs, BOQ and technical specifications.
- Environmental monitoring plans during and after construction including scaling and measurement techniques for the performance indicators selected for monitoring.
- The EMP should be amendable to be included in the contract documents for the works.
- Incorporating any other as per the suggestions of the Institutions and the GHMC, till the acceptance of the reports by the Institutions, as applicable.

4. Reporting requirements of RAP

Analysis on the resettlement plan is to be conducted based on Government of India Guidelines, as applicable.

- Executive Summary
- Description of Project
- Objectives of the project.
- The need for Resettlement in the Project and evaluation of measures to minimize resettlement.
- Description and results of public consultation and plans for continued participation of PAPs.
- Definition of PAPs and the eligibility criteria.
- Census and survey results-number affected, how are they affected and what impacts will they experience.

- Legal and entitlement policy framework-support principles for different categories of impact.
- Arrangements for monitoring and evaluation (internal and external)
- Implementation schedule for resettlement which is linked to the civil works contract
- A matrix of scheduled activities linked to land acquisition procedures to
- Indicate clearly what steps and actions will be taken at different stages and the time frame
- The payment of compensation and resettlement during the acquisition process
- An itemized budget (replacement value for all assets) and unit costs for different assets

5.3.7.6. Economic and Financial Analysis

The Consultant shall submit reports on economic and financial analysis as per the scope detailed below –

Economic Analysis

1. The Consultants shall carry out economic analysis for the project. The analysis should be for each of the sections covered under this TOR. The benefit and cost streams should be worked out for the project using HDM-IV or other internationally recognized life-cycle costing model.
2. The economic analysis shall cover but be not limited to be following aspects:
 - assess the capacity of existing roads and the effects of capacity constraints on vehicle operating costs (VOC);
 - calculate VOCs for the existing road situation and those for the project;
 - quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and reduced incidence of road accidents; and,
 - estimate the economic internal rate of return (EIRR) for the project over a 30-year period. In calculating the EIRRs, identify the tradable and non- tradable components of projects costs and the border price value of the tradable components. Saving in time value.
3. Economic Internal Rate of Return (EIRR) and Net Present Value (NPV), “with” and “without time and accident savings” should be worked out based on this cost-benefit stream. Furthermore, sensitivity of EIRR and NPV worked out for the different scenarios as given under:

Scenario - I	Base Costs and Base Benefits
Scenario - II	Base Costs plus 15% and Base Benefits
Scenario - III	Base Costs and Base Benefits minus 15%
Scenario - IV	Base Costs plus 15% and Base Benefits minus 15%

The sensitivity scenarios given above are only indicative. The Consultants shall select the sensitivity scenarios taking into account possible construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.
4. The economic analysis shall take into account all on-going and future road and transport infrastructure projects and future development plans in the project area.

a) Financial Analysis

1. The Consultants shall study the financial viability of the project under a commercial format and under different user fee scenarios and funding options. The Consultants shall submit and finalise in consultation with the GHMC officers the format for the analysis and the primary parameters and scenarios that should be taken into account while carrying out the commercial analysis. The financial model so developed shall be the property of GHMC.
2. The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions. The sensitivity analysis should be carried out for a number of probabilistic scenarios.
3. The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.

5.3.7.7. Indicative GAD of Structures

The Consultant shall submit report on indicative GAD of bridges, SKYWAYS/RUBs and Skyways

5.3.7.8. Feasibility Report

The Feasibility Report of the Project shall include the following:

- I. *Sets of drawings*
 - An Index Plan of the Skyways along with its approach roads
 - Plans, L-sections, and typical cross- sections showing the existing features within the ROW (e.g. carriageway, structures, drains, crash barriers, service roads, utilities, adjoining land use, intersecting roads/access roads, road side developments etc.) with the proposed improvements marked thereon (e.g. raising of embankment, widening of embankment, location of median, placement of new carriageway, geometric improvements, widening or reconstruction of structures, new subways/ underpasses/Skyways, service roads, arrangements for merging/diverging, traffic circulation, relocation of utilities, etc.)
- II. *Investigation Reports*
 - Report on traffic survey and demand assessment
 - Inventory survey report
 - Road and bridge condition survey report
 - Soil, geotechnical and drainage report
- III. *Preliminary designs*

Preliminary designs of the Project including service roads, consistent with the existing facility and the additional requirements including:

- Traffic for 10 (ten), 15 (fifteen), 20 (twenty) and 25 (twenty five) years.
- Preliminary pavement design for new carriage way and strengthening of existing carriage way along with typical cross-sections.
- Options for retention of existing bridges and other structures or their replacement by new structures together with preliminary design. For new bridges, the length from abutment to abutment shall not be less than the length of the existing bridge and foundations need not be above the existing foundations unless soil conditions justify otherwise.

- Preliminary drainage assessment.
- Preliminary layout of inter-sections, Skyways and inter-changes with ramps.
- IV. Preliminary costing**
 - Indicative BOQ.
 - Preliminary Cost Estimate for construction of Project.
 - Total Project Cost
- V. Reports on Environmental Impact Assessment, Social Impact Assessment, Economic and Financial Analysis**
- VI. Implementation schedule**
 - Construction period.
 - Likely delays, if any, on account of land acquisition.

5.3.7.9. Final feasibility report

The consultant shall comply with the observation of the employer on draft feasibility report and submit the final feasibility report after suitable modifications, addition, deletions if required in a presentable manner as explained in previous paras.

5.4. Drawings

Projects drawings shall depict the proposed work in relation to the existing features, besides other information necessary for easy and accurate translation of the proposals in the field. For easy understanding and interpretation, drawings shall follow a uniform practice with regard to size, scales and the details to be incorporated.

5.5. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT

The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

5.6. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY GHMC

The GHMC shall provide the consultant with available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

5.7. REVIEW AND MONITORING OF CONSULTANTS WORK

The Consultants shall present the Feasibility Report to the Superintending Engineer, GHMC who will review the technical details on behalf of the GHMC and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted. All the deliverables submitted by the consultant will be reviewed by GHMC and Project Advisory Consultants (PAC) retained by Government of Telangana and the comments given by GHMC and PAC will have to be incorporated by the consultants.

The Superintending Engineer, GHMC or his representative will function as a study contract coordinator to oversee the study and provide a principal point of contact with the consultant on behalf of the clients. The consultant will provide all facilities and equipment necessary for the

conduct of the study. On completion of the study, all data collected during the study, software packages used and developed during the study by the consultant along with the user manuals will become the property of the client. The consultants shall provide all the maps, data, collected, analyzed, drawing prepared in hard as well as soft copy (CD – ROM) with proper labeling and documentation.

5.8. DELIVERABLES

The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidder/s for guidance in preparation of their bids. Five hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the Authority.

5.9. DELIVERABLES & PAYMENT SCHEDULE

The feasibility reports shall be prepared in all respects within a period of **ONE** month, and during this period the consultants shall submit a number of progress reports, working papers & draft and final reports for the consideration of the client.

S. No	Description of Deliverables	No. of Months	Payment Schedule
1	Inception Report	3 Days	10%
2	Draft Feasibility Report and Schedules of BOQ with cost estimate	End of 3 rd Week	50% (on pro rata basis) (on submission 25%, on approval 25%)
3	Final Feasibility Report (Environmental Impact Assessment, Social Impact Assessment and Economic Analysis to be included in Draft Feasibility Report)	End of 4 th Week	40% (on pro rata basis) (on submission 20%, on approval 20%)

5.10. FINAL OUTPUT

Bound volumes (hard copies) of the Feasibility Report including GAD and other relevant, drawings etc, are to be submitted by the Consultant (five hard copies) after the completion of each stage of work as per the schedule. Further the entire reports and drawings are to be presented in CDs along with five (5) copies in hard bound form.

5.11. KEY PROFESSIONALS FOR THE REQUIRED SERVICES

Key professional personnel required for the consultancy services for the assignment.

- a) Senior Highway Engineer cum Team Leader
- b) Bridge Design Expert
- c) Bridge Engineer
- d) Traffic Engineer
- e) Pavement Specialist
- f) Quantity and Material Engineer

The key personnel / supporting staff shall be accessible during the entire period of project report preparation and their contact numbers to be made available.

5.12. LOCAL OFFICE

On entrustment of work, within a week days the consultant shall establish a local office (if not existing already) at Hyderabad headed by the Resident Project Manager. The office must be equipped with all necessary office equipment, furniture, phone and fax facility. The Resident Project Manager must not leave headquarters without prior intimation to the client.

5.13. INTERACTION WITH GHMC

- a) During entire period of services, the Consultant shall interact continuously with GHMC and provide any clarification as regards methods being followed and carry out modification as suggested by GHMC. A programme of various activities shall be provided to GHMC and prior intimation shall be given to GHMC regarding start of key could be arranged in time.
- b) Power Point presentations at least on 5 (five) occasions will have to made to various Officers of GHMC/GOVT etc. The cost of making such presentation shall also be included in the proposal. The cost of making additional presentation over and the stipulated presentation will be paid on mutually agreed terms.
- c) The GHMC officers and other Government offices may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works. Consultant shall be present on such occasion. No extra fee is payable.
- d) All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property. Officials of GHMC and other Government officials may visit the site during the preparation of DPR. Consultant shall be present on such occasion. No extra fee is payable.

Attachment A to the TOR

1. The field surveys would be sufficiently detailed to meet the following objectives :
 - (i) Finalising the alignment including location of new bridges and other grade-separated structures.
 - (ii) Preliminary layout of intersections and Skyways.
 - (iii) Preparation of Land Plans for acquisition of additional land where necessary.
 - (iv) Plans for shifting and relocation of utilities.
2. The field surveys shall be carried out using high precision instruments, i.e. total stations, d-GP S and would cover the following activities:
 - (i) Running a continuous open traverse along the existing road and realignments, wherever required to improve geometrics.
 - (ii) Collection of details for all features such as structures (bridges, culverts, etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing, trees, oil and gas lines, etc. falling within the extent of survey.
3. The width of survey corridor shall be as under:
 - (i) The topographic surveys shall cover sufficient width beyond the centre line of the carriage way considering height of the embankment. The width of the survey corridor shall take into account the existing land width, realignments, service roads, if any, layout of intersections, extent of embankment and cut slopes and the general ground profile.
 - (ii) In case need for bypassing the congested locations is felt and the feasibility study for the bypass is included in the TOR, preliminary survey would be carried out along the possible alignments in order to identify and select the most suitable alignment for the bypass. The final alignment shall be got approved by the Authority. Further surveys shall be carried out along the final alignment.
 - (iii) Where existing roads cross the alignment, the survey shall extend to a minimum of 100 m on either side of the road centre line and shall be for sufficient width to allow improvements, including at grade intersection
4. The important features of the survey conducted and the reference points taken in consideration like d-GP S bench mark, temporary and permanent benchmarks, etc. shall be listed in appropriate formats. The proposed ROW shall be demarcated on the ground for determining the extent of land acquisition, tree cutting, utility relocation and R&R by fixation of concrete pillars on both sides of the alignment at a minimum interval of 50m in straight reaches and 25m in curved stretches.

Proforma -1
ROAD INVENTORY

Date of Survey: Section: k m _____ to km _____

Chainage	Type of Terrain	Land Use@	Right of Way(m)	Roadway Width (m)	Carriage way		Shoulder		Average height of Embankment or depth of cutting	Road side drain		Service Roads, if any	Remarks
				Type #	Width	Type # (m)	Width (m)	(m)		Exists (F/NF)*	Does not exist		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
km _ _ _ to km _ _ _													

@ Land use, indicate built-up, agriculture, barren, industrial, forest etc.

For type of carriageway /shoulder, indicate CC/BT/Metalled/Gravel/Earth

* F= Functional; NF = Non-functional

** If side drain does not exist, put a X mark.

Remarks: Indicate history of submergence or any other information of significance.

Indicate sections in built up area, sections requiring raising.

Consultant

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Superintending Engineer
(Projects-WZ)

Proforma-2

INVENTORY AND CONDITION SURVEY FOR CULVERTS

Date of Survey: Section: k m _____ to km _____

S. No.	Location (chainage)	Type of structure (RCC Box/ Slab/Pipe/ Masonry Arch)	Length (m)	Span arrangement		Width of culvert		Height above		Condition Assessment*			
				Number of Spans	Width of span (m)	Total (m)	Carriage- way(m)	u/s side (m)	d/s side (m)	Box, slab, pipe, arch	Head wall	Wing wall	Return wall
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Condition Assessment		Whether water way adequate (Yes/No) reconstruction etc	Remarks
Parapet / Handrail	Recommendation on Widening		
15	16	17	18

- * Distressed requiring reconstruction
- * Not distressed, only widening required
- * No widening or reconstruction required

Remarks: Indicate presence of protection works, scour etc. A detailed note should be furnished separately for each culvert proposed for reconstruction and/or addition of span (waterway).

Consultant

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Superintending Engineer
(Projects-WZ)

Proforma- 3
INVENTORY OF STRUCTURES

(Bridges and other Structures)

Date of Survey: Section: k m _____ to km _____

Location (Chainage)	Year of Construction	Type of Structure			Type of Bearing	Type of Expansion Joint	Type of Wearing Coat	Whether Length High h (m)* level Yes/No	Span or viaduct arrangement		Average vertical clearance* (m)	Width of carriageway between kerbs (m)	
		Super structure	Sub structure	Foundation					Number of Spans	Length of span (m)			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Width of Footpath (m)	Whether water way adequate (Yes/No)	High flood level (H FL)	Low Water Level (LWL)	Design Discharge (cumecs)	Maximum Design velocity (m/sec)	Protection work		Remarks
						Bed	Approaches	
15	16	17	18	19	20	21	22	23

* face to face of dirt wall

** Below bottom of girder/soffit

Remarks: Indicate any other feature considered important

Consultant

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Superintending Engineer
(Projects-WZ)

Proforma-4
ROAD CONDITION SURVEY

Date of Survey: Section: k m _____ to km _____

Chainage 1	Visual condition of pavement (Good/Fair/Poor) 2	Visual condition of shoulders (Good /Fair/Poor) 3	Visual condition of roadside drains (Good /Fair/Poor) 4	Visual condition of side slopes and embankment (Good /F air/Po or) 5	Length affected with shoulder drop more than 50 mm		Remarks 8
					LHS (m) 6	RHS (m) 7	
km 0.000 to km 1.000 km 1.000 to km 2.000							

Notes: (1) Information will be given in block of one k m each, i .e. from km 0 .000 to 1.000 km, 1.000 to 2.000, etc.

(2) Shoulder drop will be counted when it is more than 50 mm in depth.

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(Projects-WZ)

Proforma-5
BRIDGE CONDITION SURVEY
 (Bridges and other Structures)

Date of Survey: Section: k m _____ to km _____

Location (chainage)	Type of Floodin g Structu re history	Bearin gs	Expansi on joints	Wearingc oat	Parapets/Railings/crashb arriers	Foundatio ns	Abutme nts	Condi on of Piers	SuperStruct ure	Approachsl abs	Guidebun ds	Otherprotectivew orks	Otherite ms specify	Remark s*
1	2	4	5	6	7	8	9	10	11	12	13	14	15	16

* Indicate whether the structure requires widening, reconstruction, repairs and/or rehabilitation, addition of span (waterway)
 A detailed report should be furnished for each structure proposed for reconstruction and /or addition of span (increase in length)

Consultant

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Superintending Engineer
 (Projects-WZ)

SECTION - 6
CONTRACT FOR CONSULTANT'S SERVICES

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	5.2	Services and Facilities	
	5.3	Change in the Applicable Law	
	5.4	Payment	
	6	Payment to the Consultants:	
	6.1	Lump sum Remuneration	
	6.2	Contract Price	
	6.3	Payment for Additional Services	
	6.4	Terms and conditions of Payment	
	6.5	Interest on Delayed Payments	
	7	Settlement of Disputes	
	7.1	Amicable Settlement	

	7.2	Dispute Settlement	
III	SPECIAL CONDITIONS OF CONTRACT		

SECTION - 6

CONTRACT FOR CONSULTANT'S SERVICES

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200__, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

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

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

WHEREAS

- (a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A :	Description of the Services	-----
Appendix B :	Reporting Requirements	-----
Appendix C :	Key Personnel	-----
Appendix D :	Services and Facilities to be provided by the Client	-----

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By

(Authorized Representative)

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

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Telangana
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A.

1.6 Authorized Representatives

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

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within Seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Suspension:

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

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in

paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt;
- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

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

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;

- (iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be

disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Insurance to Be Taken out by the Consultants

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

3.5 Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The

Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

The client shall use its best efforts to ensure that the Government shall

a. Provide the consultants, sub-consultants and personnel with all information/documents available with the clients as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services.

b. Request officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

5.2 Access to Land

The client warrants that the consultants shall have, free of charge, unimpeded access to all land in the Hyderabad Urban Area, in respect of which access required for the performance of the services. The consultants will be responsible for any damage caused by negligence of the consultants or any sub-consultant or the personnel of either of them to such land or any property thereon from such access.

5.3 Change in the Applicable Law

Irrespective of any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultants in performing the services during period of this

contract, then the remuneration otherwise payable to the consultants under this contract shall be not increased or decreased accordingly by agreement between the parties thereto.

5.4 Payment

In consideration of the services performed by the consultants under this contract, the client shall make to the consultants such payments and in such manner as is provided by Clause CC 6 of this contract.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in TOR.

6.2 Contract Price

The Contract price is set forth in the – Section - 4

6.3 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the – Section – V (Terms of Reference)

7. Settlement of Disputes

7.1 Amicable Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General

GC Clause * Conditions of Contract

1.4.2 Notice shall be deemed to be effective as follows:

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

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

1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

3.4 The risks and the coverages shall be:

(1) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(2) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

Section-VII

PROFORMA

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE

FOR EARNEST MONEY DEPOSIT

WHEREAS (Name of the Contractor) (here in after called "the Tenderer") has submitted his tender response to NIT No..... dated:..... for the work " " (Name of work) (hereinafter called "the tender").

KNOWN ALL MEN by these present that we (Name and Address of Bank) (hereinafter called "the Bank" are bound unto / (Commissioner, GHMC) in the sum of *
..... for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of200....

THE CONDITIONS of this obligation are:-

- (1) If after Tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Tenderer having been notified of the acceptance of his bid by the Department during the period of validity.
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) Fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions of Tenderers.

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

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

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL.....

(Signature, Name and Address)

* The Tenderer should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.

** 6 Months from the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.

Annexure-1

S.No	Name of Road	Length in Km
1	East West Corridor (ORR East - ORR West) Skyway along Musi River	41



SkywayAlignment – East West Corridor (ORR East - ORR West) Skyway along Musi River

Consultant

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Superintending Engineer
(Projects-WZ)