



Greater Hyderabad Municipal Corporation

Request for Proposal

Consultancy Services for feasibility study and Detailed Project Report for the proposed construction of Grade Separator / s at Narsapur Cross roads and Fathenagar / Bowenpally Junction on NH-9 at Secunderabad, A.P.

Superintending Engineer (Projects-II)
Greater Hyderabad Municipal Corporation
Telephone: 9849006071

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SECTION – I
LETTER OF INVITATION
GREATER HYDERABAD MUNICIPAL CORPORATION

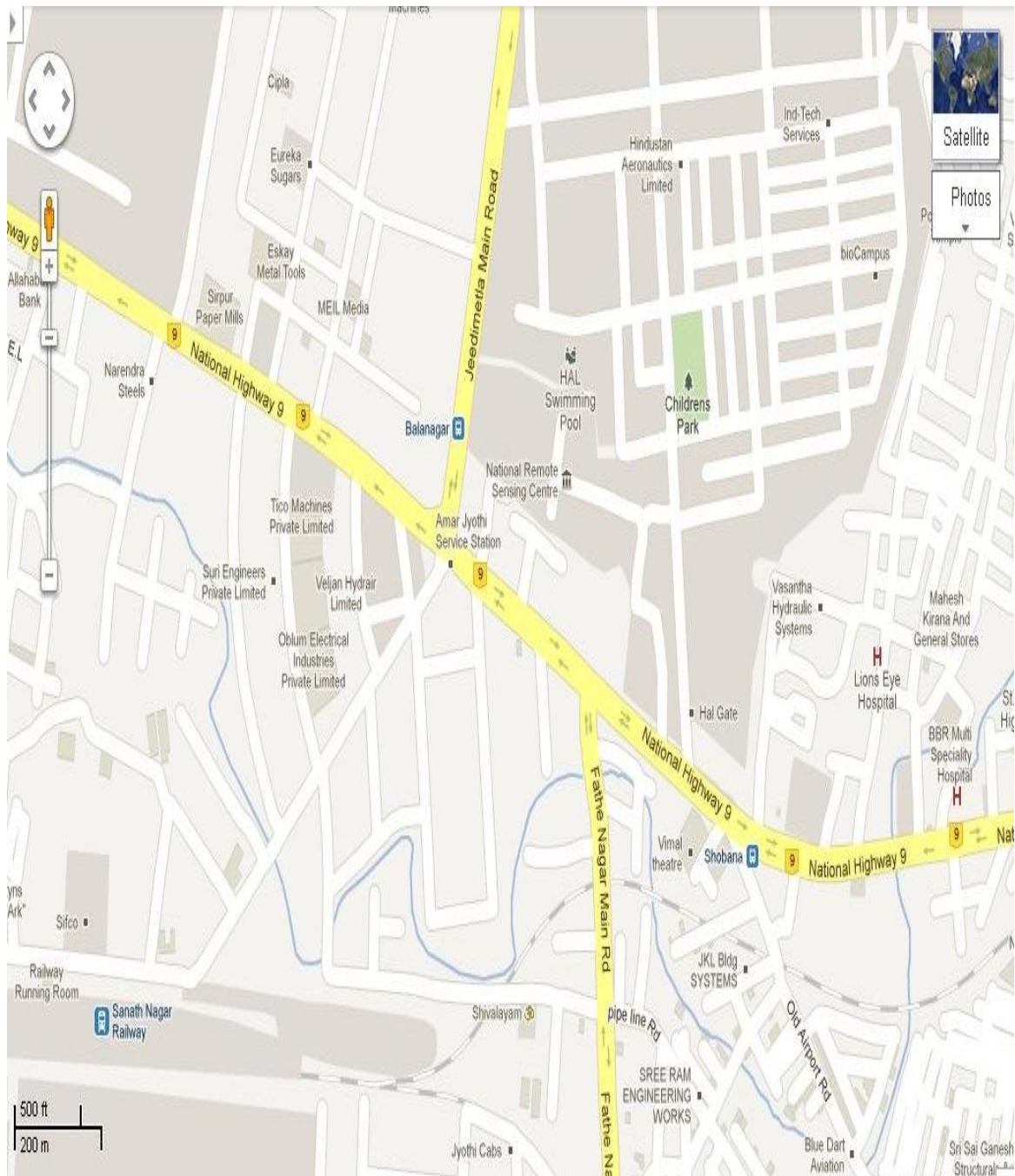
NIT NO.	Name of the Work	Eligibility	Last Date & Time for Receipt of Bids	Name and Address of the Officer & Cell No.
Tender Notice No: 9/SE(P-II)/GHMC/2011-12, Dt:25.01.2012	Consultancy Services for feasibility study and Detailed project reports for The proposed construction of Grade Separators at Narsapur Cross roads and Fathenagar / Bowenpally Junction on NH9 at Secunderabad, A.P.	The consultancy firm should have successfully rendered the services for conducting a Feasibility Study & Preparation of a Detailed Project Report & Detailed Design for any 2 Projects during the last 5 years mainly pertaining to ROB's / Grade Separators / Bridges of a value of not less than Rs.20.00 Crores each. The required average annual turnover during the last 5 financial years should be atleast Rs.1.00 Crore. Per annum RFP document can be downloaded from GHMC website www.ghmc.gov.in from 27-01-2012 from 11.00 AM to 10-02-2012 up to 11.00 A.M and need to pay Rs.10,000/- in favour of the Commissioner, GHMC towards cost of RFP document, and Rs.1,450/- towards sales tax in favour of CTO, Basheer Bagh, Hyderabad.	27.01.2012 at 11.00 AM 10.02.2012 up to 11.00 AM 10.02.2012 up to 03.00 PM	Sri K. Rajendra Prasad, Superintending Engineer (P-II), GHMC Ph. No: 9849006071

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

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

Section 2. INSTRUCTIONS TO CONSULTANTS

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1. INTRODUCTION

- 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-II 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, noncompetitive 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 GOAP/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. 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.

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) If the proposal should be from a single entity Joint Ventures are not envisaged.
- (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) A description of the methodology and work plan for performing the assignment (Section - 3E).
- (v) The list of the proposed staff team by speciality, 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.

Financial Proposal

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) reimbursable 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.

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 initialed 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.

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 **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. 1,450/- (Rupees One Thousand Four Hundred Fifty Only) in the form of Demand Draft on any Indian National Bank / Scheduled Bank in favour of “**CTO, Basheerbagh, Hyderabad**”.

2.5.5.1 **b) Security Deposit**

The successful Tenderer shall furnish, Security Deposit equivalent to Rs. 1,00,000/- (Rs. One Lakh Only) along with LOA duly signed and accepted. This SD can be in the form of:

- a) A bank demand draft on any Nationalized Bank / Scheduled Commercial Bank.
- b) A bank guarantee in the form given in Section – 8, from a Nationalized Bank / Scheduled Commercial Bank.

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

The security deposit 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 SD shall be forfeited.

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

(b) If the bidder 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 firm should be well versed with consultancy works for preparation of Detailed Project Reports. The project value of which is not less than Rs. 20.00 Crores each

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 Successful Tenderer shall furnish an Security Deposit equivalent to Rs. 1,00,000/- (Rupees One Lakh Only) along with Letter of Acceptance duly signed and accepted 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 duly signed on each paper on 10.02.2012 up to 03.00 PM. for which **special box is provided in the office of the Superintending Engineer (Projects-II) GHMC, 6th Floor, CC Complex, Tank Bund Road, Hyderabad which will be opened after 4.00 PM on the same day.**

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.

Sd/-

**Superintending Engineer
(Projects-II), GHMC**

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 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 (St). 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 who's 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 5 Years. The remaining 25% shall be awarded for additional eligible assignments particularly undertaken for the preparation of DPR for major structures over & above the two eligible assignments
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 2 numbers 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 & Detailed Project Reports of major structures such as Flyovers / Bridges over and above the eligible two assignments.
3(a)	Senior Highway Engineer cum Team Leader	15	Minimum experience of 15 Years after Graduation / or 10 years after Post Graduation. Should have worked as leader or head of a detailed project report (DPR) team for at least 2 Eligible Assignments.
3(b)	Bridge Engineer	10	Minimum experience of 10 Years after Graduation / or 5 years after Post Graduation. Should have worked as Bridge Engineer for at least 2 Eligible Assignments.
3(c)	Structural Designer	10	Minimum experience of 5 Years after Post Graduation. Should have worked as Structural Designer for at least Two Eligible Assignment during the past 5 years

4	Traffic Engineer	8	Minimum experience of 5 Years after Post Graduation. Should have worked as Traffic / Transport Engineer / Planner for at least 1 Eligible Assignment during the past 5 years
5	Pavement Specialist	7	Minimum experience of 5 Years after Graduation. Should have worked as Pavement Specialist for at least 1 Eligible Assignments during the past 5 years.

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 detailed project report including engineering surveys and / or for the following projects shall be deemed as eligible Assignments Detailed Survey and preparation of Detailed Project Reports for major bridge / flyover projects/ROB, including the pavement design for viaduct portion and the approaches for a construction cost of not less than Rs. 20.00 Crores each.

Two such assignments should have been completed in the last 5 years.

It would be preferable for the Consultant to be on the Empanelled list of MORT & H.

2.6.5 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.

2.6.6 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.

2.6.7 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.

2.6.8 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.

2.6.9 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.

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

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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.

8. AWARD OF CONTRACT

- 2.8.1 The GHMC 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.

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.

10. DATA SHEET

Information to Consultants

Clause Ref.		
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) Feasibility Report c) Detailed Project Report	
2.10.4	A pre-proposal conference will be held	- No
2.10.5	The Client will provide the following inputs	- The GHMC shall provide the consultant with the 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 and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

2.10.6	Clarifications may be requested upto <i>Seven days prior submission of the tender.</i> The address for requesting clarifications is: Superintending Engineer (Projects) Greater Hyderabad Municipal Corporation Telephone: 9849006071	
2.10.7	Proposals should be submitted in the following language(s):	English
2.10.8	(i) Short listed Consultants may associate with other short listed Consultant	No
	(ii) The minimum required experience of proposed key professional staff is	As detailed in criteria for evaluation
	(iii) Reports which are part of the assignment must be in the following language	English
	(iv) Training is a feature of this Assignment	No.
2.10.9	Validity of the proposal	90 Days
2.10.10	Consultants must submit one original and One additional copy of the Technical proposal. However, the financial proposal should be in the original form only.	
2.10.11	Proposals must be submitted no later than the following date and time:	As per NIT
2.10.12	The address to send information to the Client is	Superintending Engineer (Projects-II) Greater Hyderabad Municipal Corporation Telephone: Fax:
2.10.13	The Assignment is expected to commence	Immediate on issue of Letter of Acceptance

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

Sl.No.	Description	Page No.
3A	Technical Proposal Submission Form	
3B	Consultant's references alongwith 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 feasibility study and detailed project reports for The proposed construction of Grade Separator / s at Narsapur Cross roads to Fathenagar / Bowenpally Junction on NH – 9 at Secunderabad, A.P.– 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 (Month/Year):	Date 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: _____

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	Weeks (in the form of a Bar Chart)*												Number of Weeks
				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: _____

3I. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Weekwise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>											
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

Reports: *	Programme: (Date)
1. Inception Report	
2. Feasibility Report	
3. Draft Report (DPR)	
4. Final Report & Bid documents	

** MODIFY AS REQUIRED FOR THE ASSIGNMENT.*

SECTION – IV
FINANCIAL PROPOSAL
STANDARD FORMS

Sl.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
(Projects – II),
Greater Hyderabad
Municipal Corporation**

Sir,

Sub: Consultancy Services for the Feasibility Study and the Preparation of Detailed Project Reports for the proposed construction of Grade Separators at Balanagar / Fatehnagar Junctions & Narsapur 'X' Roads, Secunderabad – Andhra Pradesh.

Ref: No..../SE(P-II)/GHMC/2012, Dtd. 15/01/2012

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
 (Projects – II), GHMC

Sir:

Sub: Consultancy Services for the Feasibility Study and the Preparation of Detailed Project Reports for the proposed construction of Grade Separators at Balanagar / Fatehnagar Junctions & Narsapur 'X' Roads, Secunderabad – Andhra Pradesh.

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.

	Lumpsum Remuneration in Figures	Lumpsum remuneration in words.
Consultancy Services for the Feasibility Study and the Preparation of Detailed Project Reports for the proposed construction of Grade Separators at Balanagar / Fatehnagar Junctions & Narsapur 'X' Roads, Secunderabad – Andhra Pradesh.		

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, i.e. (Date).

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

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Consultant

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Superintending Engineer
 Projects – II, GHMC

Address:

SECTION – 4

FORM OF BID (4C)

To
The Superintending Engineer,
(Projects – II), GHMC

.....

Sir,

I / We,.....do hereby Bid and, if this Bid be accepted undertake to execute the following consultancy works, viz Consultancy Services for the Feasibility Study and the Preparation of Detailed Project Reports for the proposed construction of Grade Separators at Balanagar / Fatehnagar Junctions & Narsapur 'X' Roads, Secunderabad – Andhra Pradesh 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 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 – V

TERMS OF REFERENCE

Sl.No.	Description	Page No.
1	Back Ground	
2.	Objectives & Description of Assignment	
3.	Detailed Scope of Services for Preparation of DPR	
4.	Schedule for Completion of the Assignment	
5.	Payment Schedule	
6.	Data, Services and Facilities to be Provided by the Client	
7.	Final Outputs	
8.	Review and Monitor Consultants Works	
9.	List of Key Professionals	

SECTION - 5

TERMS OF REFERENCE

5.1 BACKGROUND

GREATER HYDERABAD MUNICIPAL CORPORATION (GHMC) IS DESIROUS OF OBTAINING CONSULTANCY SERVICES FOR FEASIBILITY STUDY AND DETAILED PROJECT REPORTS FOR THE PROPOSED CONSTRUCTION OF GRADE SEPARATOR / S AT NARSAPUR CROSS ROADS AND FATHENAGAR/BOWENPALLY JUNCTION ON NH-9 AT SECUNDERABAD, A.P.

GHMC intends to procure the services of an experienced Consultancy firm to prepare detailed project report.

5.2 OBJECTIVES & DESCRIPTION OF ASSIGNMENT

Objectives

The main objectives of the service shall be to prepare a Feasibility Report, DPR & tender documents for construction of Grade Separator / s at Secunderabad, A.P.

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 bridge construction techniques.

Description of Assignment

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

Inception Report
Feasibility Study / Preliminary Project Preparation
Engineering and Plan of Construction
Preparation of Detailed Project Report
Preparation bidding documents.

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.

PREPARATION OF DETAILED PROJECT REPORT & TENDER DOCUMENTS

5.3 DETAILED SCOPE OF SERVICES FOR PREPARATION OF DPR

5.3.1 Scope

The Scope of the study is to evolve a suitable and appropriate grade separated traffic improvement scheme for Flyover / Grade Separator / s at Narsapur Cross Roads & Fathenagar / Bowenpally Junction on NH – 9, Secunderabad. The scheme shall provide immediate relief to the traffic, but shall not preclude the introduction of future more comprehensive measures to improve the traffic situation in Hyderabad.

To achieve the desired objective, the scope of the study should include the following tasks.

- Detailed Topographic Survey in the Study area
- Detailed Traffic study and surveys
- Detailed Geo-Technical investigations
- Fixing the Alignment
- Preliminary design and cost estimation
- Feasible General Arrangement of Grade Separator / s
- Detailed investigations for all surface and underground utilities and relocation
- Engineering designs and Drawings for a typical span of Grade Separator / s
- Detailed Bill of Quantities and Cost Estimation
- Construction Methods, Tender drawings and Tender Documents.

5.3.2 Deliverables

Based on the surveys, investigations and their interpretations, following are submitted:

- Topography Survey Plan drawing for the study area covering the existing road and road side details.
- Traffic study including pedestrian count
- Surface level improvement based on the traffic data and justifying the alignment chosen by GHMC.
- Surface level treatment at the junctions.
- Layout and typical cross section drawing for recommended flyover
- Feasible GAD of Flyover
- Plans of all surface and underground utilities (Existing and relocated)
- Engineering designs and drawings
- Detailed Bill of quantities and cost Estimate
- Construction Methods, drawings for structures and Tender Documents.

5.3.3 Detailed Scope of Services

5.3.3.1 General Scope of Assignment :

The Consultant shall collect the available data and information relevant for the project. As far as possible the construction structures shall be within the existing 'right of way' minimizing the requirements of land acquisition with the main intension of avoiding

delays during construction. The recommended proposal and designs shall have maximum benefits to the road users of this road stretch (both immediate and in the long term) and be cost effective. The consultant shall conduct necessary surveys and furnish land acquisition details for further processing.

The consultant will also assist in zeroing on the shifting of utilities of all types involved to ensure trouble free execution of the project.

The consultant should ensure detailed project preparation incorporating value engineering, quality audit and safety audit requirement in design and implementation.

All activities related to field studies, design and documentation shall be done as per the latest guidelines/MORT&H specifications and relevant publication of the Indian Roads congress (IRC) and bureau of Indian standards (BIS). For aspects not covered by IRC, BIS and MORT&H, International standards practices may be adopted.

All notations, abbreviations and symbols used in the reports, document and drawings shall be as per IRC71-1977.

GHMC expects the consultant to illustrate the proposed methodology, the interest and commitment to utilize the latest National and International development in designs and constructions techniques in order to promote fast, efficient and sound completion of the works.

General

5.3.3.2 As soon as possible after being awarded the Contract, the Consultant shall support GHMC in preparing the timetable required for the technical and financial implementation of the project. The Consultant is expected to get his project preparation work, traffic studies, alignment, etc approved by appropriate agencies appointed by the GHMC and make suitable presentations to the approving authorities as and when required. The Detailed Engineering shall be got approved by the Client. In the course of getting the various works approved by the various agencies, the Consultant shall do whatever work is necessary, including making appropriate modifications to his work to comply with the comments given, etc without any extra fees or additional reimbursements. Notwithstanding any approvals given by such agencies or the Client, the Consultant shall remain fully responsible for the quality and correctness of his work, which shall be performed to the highest engineering standards and good engineering practice

- Preliminary works like setting and maintenance of permanent benchmarks, reference points, central line of the carriageway, etc., shall be prepared by Total Station. It shall also include making adjustment in the layout, if required, as per site conditions and as directed by the GHMC. The layout shall be got approved from the GHMC before starting actual work. Existing levels of the area under the scope of work shall also be recorded.
- Provision to be made for all safety measures for traffic, pedestrian, workmen, Equipment etc., as considered necessary by the GHMC during field surveys.
- Identification of services like sewer lines, water supply lines, electric and telephone

cables, etc., and finalization of founding levels by drilling bores up to the rock level.

- It is also made clear that the intending tenderer should visit the site of work and physically assess the activities that are involved for completing the detailed Project Report.
- The tenderer shall assess with due care the supplementary site investigations needed to verify all topographical, hydrological and other site data also collect such additional site data / geotechnical data as may be necessary for completing the job.

5.3.4 **Detailed Field Investigations**

A detailed investigation is required for the following

5.3.4.1 **Field Surveys and Investigation**

Topographical Survey

- a) **Reconnaissance Survey:** Reconnaissance Survey must be conducted at major intersections before commencing the field surveys to appreciate the existing site conditions and movement patterns. This Reconnaissance Survey to be used in planning the traffic and topographic surveys as well as Geo- Technical Investigations.

Reconnaissance Survey includes permanent control points and Bench marks, Topographic details, traffic surveys , intersection volume counts and pedestrian surveys

Detailed Topographical Survey in the study area includes the Topography survey plan drawing for the study area covering the existing road and roadside details.

- b) **General**

The topographic survey to be carried out using total station of 1-sec accuracy covering the junction for point positioning. Auto level to be used for height control.

Traverse and detailed topographic survey to be carried out using only Total Station of 1-sec accuracy. An auto level of standard make to be used for establishing benchmarks and vertical control. The survey activity to be conducted in a sequential manner a) Traverse survey b) Height Control Survey and c) Detailed topographic survey. All relevant observations are to be recorded and maintained in field book

c) Topographic Details

Detailed topographic survey covering the project area is to be presented in drawings. All landside features mentioned below are to be captured and presented in the drawings.

- Electrical poles and lines, telephone pole and lines, high-tension lines and towers, transformers, manholes, repeater stations.
- Transmission lines crossing the road and relative height of HT tower.
- Tree position and girth measured at 1.2m from ground level.
- Building lines, type of buildings (kutcha /semi pucca/ pucca/shops /houses etc.), building frontage.
- Existing road pavement edges, shoulders, median top and bottom, centre line of carriageway, footpaths top and bottom, kerb stones, km / hectometre stones installed in shoulder/footpaths.
- Location of traffic islands top and bottom, channellising islands top and bottom, rotaries, traffic signals, traffic signs and police chowiks with its locations.
- Location of bus bays / bus stops, parking areas, taper length, roadway width.
- Places such as temples, temple mast, mosque, church, graveyard etc., its location, boundary lines and compound walls, and entrances with gate.
- Locations of clearly identifying the type of buildings (open/closed/ kutcha / pucca, with foot path).
- Residential, commercial, shops and business established areas etc.
- Identification of all bridges and structures – including location, width of bridge, span arrangement, position of piers / abutments.
- The topographical survey shall cover a minimum distance of 500m on either side of Narsapur X roads and Fathenagar / Bowenpally T junction including the section in between the junctions.
- Details of roads crossing the alignment. All cross roads are surveyed for a minimum distance of 100m beyond the survey corridor width.

5.3.5 Detailed Traffic Study and Surveys:

To reduce the congestion during peak hours at this junction, GHMC has proposed a grade separation movement of the traffic at Narsapur Cross roads to Fathenagar Junction. The traffic study should include traffic count at peak hours, pedestrian analysis, traffic growth rate, Average annual growth rate , growth rate based on Economic indicators, Predicted traffic growth rate at project locations , Estimated traffic growth rates, and lane requirements. Finally surface level improvement Based on the traffic data and justifying the alignment chosen.

a) Traffic Study

Reconnaissance Survey

The consultants shall conduct reconnaissance survey of the major intersections before commencing the field surveys to appreciate the existing site conditions and movement patterns. This reconnaissance survey is to be used in planning the traffic and topographic surveys as well as Geo-Technical investigations

b) Traffic Surveys

Consultants have to carry out traffic surveys at the two junctions for a period of 3 days, 2 days and one week end at the project intersections for a period of 16 hours in a day on any week day to study the volume of traffic and pedestrian handled by these intersections and to understand the existing movement patterns. The objective of the traffic study is to examine the grade separation needs and form at the intersection, for smooth and efficient flow of traffic through it vis-à-vis current and likely traffic flows through the intersection.

5.3.5.1 Junction and Type of Surveys to be conducted

Sl.No	Junction name	Type of Survey
1	Narsapur Cross roads & Fathenagar / Bowenpally Junction on NH-9	Intersection Volume Count Surveys, Pedestrian Surveys Traffic Movement Pattern at the Junction.

5.3.5.2 TRAFFIC ANALYSIS SHOULD INCLUDE THE FOLLOWING FACTORS.

- I. Junction Geometry
- II. Traffic Analysis and Inferences
- III. Pedestrian Analysis
- IV. TRAFFIC GROWTH
- V. Estimated Vehicular Growth Rate in MMTS Study
- VI. Growth Rates of Vehicles/ Registered Growth Rates of Vehicles in the Junction
- VII. Growth Rate Based on Economic Indicators
- VIII. Predicted Traffic Growth Rate at Project Locations
- IX. Projected Traffic at the junction
- X. Lane Requirement
- XI. Recommendations

5.3.6 DETAILED GEO TECHNICAL SURVEY:

Minimum 3 bores shall be taken to a depth of 15m in soil and If the soft/ weathered rock is encountered minimum 3m and If hard rock encountered minimum 2m in hard rock for the detailed survey which includes detailed analysis of borings, soil samples, STP test results, soil and rock samples from the bore holes at regular depth intervals, detailed laboratory testing of soil as well as rock for the determination of relevant engineering properties, to recommend suitable type of foundations for the fly over and to estimate the safe bearing capacity for the foundation recommended.

Standard Penetration Tests (STP) are to be carried out in the bore holes. Disturbed soil samples and rock core samples are to be collected for laboratory testing. Water table if encountered, to be noted.

Laboratory Investigation

The following laboratory tests are to be carried out on the collected soil samples. The tests for bulk density and shear parameters of the soil samples are to be carried out on remoulded soil samples.

- Grain size analysis
- Specific gravity
- Bulk density
- Shear tests
- The following tests are to be carried out on the rock core samples
- Specific gravity
- Porosity
- Water absorption
- Un confined compressive strength

Sub Soil Profile Recommendations

Based on field investigations and laboratory tests, recommendations are to be given for proposed flyovers/ Grade Separator / s.

5.3.7 HORIZONTAL ALIGNMENT FIXING & VERTICAL ALIGNMENT FIXING:

Various alternatives to be prepared based on detailed topographical and Geo technical surveys.

5.3.8 GAD (GENERAL ARRANGEMENT DRAWING)

GADs for all alternative alignments to be prepared and submitted to GHMC with specific recommendations based on relative merits and demerits for approval of final alignment. The approved GAD should form basis for further detailed designs and Estimates.

5.3.9 PLANNING & DESIGN CRITERIA

5.3.9.1 Alignment & Roadway Design Design Criteria - Alignment

The following paragraphs briefly highlight the various design considerations and standards to be used in the proposal. It is important to note that various design criteria are clearly understood by Consultant in context of dense urban development – especially with due consideration to traffic, existing road network, development pattern, building lines, multi-storied complexes, rise and fall of existing road.

- 5.3.9.2 b) Design Standards
i) Flyover / Grade Separator Geometry
ii) Design Speed

- 5.3.9.3 c) Horizontal Alignment
i) *Super Elevation on curves*
ii) *Cross-Sectional Elements*
iii) *Surface Level Road along Flyover/ grade separator / s*
iv) *Cross Slope*

5.3.9.4 d) Vertical Alignment

Broadly the following parameters are to be considered among other requirements.

- i) Design Speeds
- ii) Safe Sight Distances
- iii) Fuel Economy
- iv) Road Safety

5.3.9.10 e) Surface Level Improvements : To be done or to be suggested approach Ramp – Factors to be considered in Design

- 5.3.9.11
- i) Gradients
 - ii) Construction Methodology
 - iii) Material of Construction
 - iv) Design Speed

5.4 General Requirements

Design Criteria shall generally satisfy the following requirements: -

It shall ensure soundness of the structure, its durability and architectural beauty as a whole in harmony with the surroundings. Aesthetics shall be given a special consideration.

The superstructure shall have minimum number of expansion joints for better riding surface.

Structural arrangement could be with deck continuity or structural continuity over the support.

Structural steel for superstructure shall not be permitted.

Piers in the form of multiple columns with isolated/separate footings are not permitted.

Superstructures with which the roadway cannot be easily widened in future, such as bow-string girders, through trusses, etc. are not permitted.

5.5 **FEASIBILITY STUDY & DETAILED PROJECT REPORT (DPR):**

5.5.1 **FEASIBILITY STUDY:**

The feasibility study is intended to establish whether the proposal is acceptable in terms of soundness of engineering design, benefits to the road users and investments involved, giving the consideration to the environmental and social studies.

5.5.1.1 **The Feasibility Study and Report should cover the following:**

- Topographic survey with all necessary details pertinent to the project
- Field investigations – Geotechnical.
- Locating existing utilities to the extent possible
- Details of right of way available and requirement of acquisition, particularly at the starting and ending locations, junctions and interchanges, if any.
- Traffic surveys pedestrian survey and analysis
 - Classified Traffic Volume counts
 - Limited Origin & Destination Surveys
 - Speed and delay studies
 - Traffic Surveys for the design of road junctions, timings of existing signals, delays to classified road traffic.
 - Requirements of safety measures to pedestrians and other road users
- Constraints if any in the development of grade separator / s.
- Schemes of alternative proposals, construction techniques with salient features (including relative advantages and limitations)
- Base line cost estimate

Recommended alternative by the consultants with justification.

5.5.1.2 The Feasibility Report shall be prepared after the completion of the above studies, along with the following details.

- Description of the scope of the project.
- Proposed construction technology / methodology.
- Different types of surveys / studies carried out including soil investigations drainage problems and proposed improvement measures and additional

studies proposed to be carried out, if any.

- Design standards and methodology adopted
- Baseline estimate of costs.
- The implementation programme involving pre-qualification, bidding, construction supervision and contract management shall be drawn up and presented in the form of bar chart.
- Traffic management proposal during the construction period.
- A survey of utility services / utility lines visible above the ground.

Land required from various departments / agencies such as Defense, Railways, Private or any other agencies and the land required for temporary or permanent acquisition shall be clearly marked on survey maps, structure details so that land acquisition can be speedily proceeded with.

5.5.1.3 **The Feasibility Report**

The feasibility report consist of the following:

- i) Volume – 1 main report with Executive Summary, Details of the Study / Investigations, Analysis of primary and secondary data.
Alternative proposals considered, discussions giving relative merits and recommendations along with relevant Appendices
- ii) Volume – 2 Design Report
- iii) Volume – 3 Preliminary Drawings, including GAD.

5.5.1.4 The feasibility report shall be accompanied by the following drawings.

- i) Key Plan and location map
- ii) Executive Summary
- iii) Plans showing various alternative alignments / options considered and the selected one
- iv) Typical cross section and longitudinal section drawings of the proposed structures
- v) Road Junction drawings tentative
- vi) Strip Plan
- vii) Preliminary land acquisition areas shown in the plan.
- viii) Traffic diversion plan during construction.

5.6 The DPR submission shall consist of following

5.6.1 **1. Main Report**

Executive summary

Introduction

Traffic surveys including traffic forecast

Engineering surveys and investigations and proposed road features

Design standards and specifications

Drainage facilities including cross drainage structures

Material, labour and equipment

Design details of various components for one typical span

Rates and cost estimates

Construction program and constraints

Traffic management and safety measures during construction

Shifting of utility lines

Plan of action for Traffic diversion and role of Traffic police

Drawings.

Conclusions and recommendations

(The design calculations for typical section of one span with regard to above items shall be attached)

5.7 **Cost Estimate**

The project estimate shall give a clear picture of the financial commitment involved and shall be realistic. The quantities determined to a reasonable degree of accuracy and the rates provided on a realistic basis. MORTH / NH Hyderabad Circle rates shall be adopted.

5.8 **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.

5.9 **TENDER DOCUMENTS**

Tender Documents shall be prepared as per EPC form of Contract and standard tender documents of Government of Andhra Pradesh for Contractors own design to facilitate the E-procurement.

After approval by the GHMC soft copy of tender document shall be submitted.

5.10 SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

Sl.No	Activity	End date of submission from the date of letter of award
1	Inception report	15th day
2	Feasibility report	30th day
3	Detailed project report	60th day

5.11 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 analysed 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.

5.12 Payments shall be made according to the following schedule :

- | | | |
|------|---|--|
| i) | On submission of the Inception Report. | Five (05) percent of the LS remuneration |
| ii) | On submission of the Draft Feasibility Report. | Fifteen (20) percent of the LS remuneration |
| iii) | On submission of the Final Feasibility Report. | Ten (10) Percent of the LS remuneration. |
| iv) | On submission of the Draft Detailed Project Report. | Twenty (20) Percent of the LS remuneration. |
| v) | On submission of the Final Detailed Project Report. | Thirty (30) Percent of the LS remuneration. |
| vi) | On approval of the Final Submission of Bid Documents | Ten (15) Percent |

5.13 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.

5.14 FINAL OUT PUT

Bound volumes (hard copies) of the Feasibility Report and Detailed project report, drawings etc, are to be submitted by the Consultant (three 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 5 copies in hard bound form.

5.15 REVIEW AND MONITORING OF CONSULTANTS WORK

The Consultants shall present the Feasibility Report and later the detailed project 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.

5.16 KEY PROFESSIONALS FOR THE REQUIRED SERVICES

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

1. Senior Highway Engineer cum Team Leader
2. Structural Designer Expert
3. Bridge Engineer
4. Traffic Engineer
5. Pavement Specialist

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

SECTION - VI

CONTRACT FOR CONSULTANT'S SERVICES

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SECTION - VI

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 Andhra Pradesh (GoAP)
- (g) "Local currency" means Indian Rupee;
- (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 GoAP, 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 GoAP 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. Payment to the Consultants:

5.1 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.

5.2 Contract Price

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

5.3 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)

6. Settlement of Disputes

6.1 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 GC Clause * Amendments of, and Supplements to, Clauses in the General 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