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**HYDERABAD AIRPORT METRO LTD.**

(HAML, a State-owned Public Enterprise of Govt. of Telangana)



## Request for Proposal (RfP)

Document No. 2241/HAML/SE(C)/EE-I/EBRTS Corridor/2019

### **SELECTION OF CONSULTANT**

for

**Preparation of Detailed Project Report (DPR) for Elevated Bus  
Rapid Transit System (EBRTS) Corridor from KPHB to  
Financial District, Hyderabad**

July, 2019

## Table of Contents

<b>Disclaimer .....</b>	<b>3</b>
<b>Glossary.....</b>	<b>4</b>
<b>Invitation for Proposal.....</b>	<b>5</b>
<b>INTRODUCTION.....</b>	<b>6</b>
<b>CRITERIA FOR EVALUATION .....</b>	<b>28</b>
<b>FRAUD AND CORRUPT PRACTICES.....</b>	<b>32</b>
<b>PRE-PROPOSAL CONFERENCE.....</b>	<b>34</b>
<b>MISCELLANEOUS.....</b>	<b>35</b>
<b>Schedules.....</b>	<b>36</b>
<b>SCHEDULE-1.....</b>	<b>36</b>
<b>TERMS OF REFERENCE.....</b>	<b>38</b>
<b>SCHEDULE-2.....</b>	<b>45</b>
<b>AGREEMENT No.....</b>	<b>46</b>
<b>SCHEDULE-3.....</b>	<b>72</b>
<b>Appendices .....</b>	<b>74</b>
<b>APPENDIX-I .....</b>	<b>75</b>
<b>TECHNICAL PROPOSAL .....</b>	<b>75</b>
<b>APPENDIX-II.....</b>	<b>100</b>
<b>FINANCIAL PROPOSAL.....</b>	<b>100</b>
<b>APPENDIX- III .....</b>	<b>102</b>
<b>LIST OF BID-SPECIFIC CLAUSES.....</b>	<b>102</b>

## **Disclaimer**

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Hyderabad Airport Metro Limited, or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Hyderabad Airport Metro Limited to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Hyderabad Airport Metro Limited, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Hyderabad Airport Metro Limited, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Hyderabad Airport Metro Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Hyderabad Airport Metro Limited, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Hyderabad Airport Metro Limited, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Hyderabad Airport Metro Limited, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Hyderabad Airport Metro Limited, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Hyderabad Airport Metro Limited, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Hyderabad Airport Metro Limited, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Glossary

Additional Costs	As in Item H of Form-2 of Appendix-II
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable	Laws As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Award	As defined in Clause 9.4.3 of schedule 2
Bid Security	As defined in Clause 2.20.1
HAML	As defined in Clause 1.1.1
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Confidential Information	As defined in Clause 3.3 of Schedule 2
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in [Clause 8] of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Para 5 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Feasibility Report or FR	As specified in Para 4.5 of Schedule-1
Financial Expert	As defined in Clause 2.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Para 5 (A) of Schedule-1
Key Date or KD	As defined in Clause 6.2 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(l) of Schedule-2
Preliminary Report	As defined in Clause 4.1 of Schedule 1
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
Revenue Model	As defined in Clause 1.2
Rules	As defined in Clause 9.4.1 of Schedule 2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Subject Person	As defined in 2.3.3 (a)
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

# **Invitation for Proposal**

## INTRODUCTION

### 1.1 Background

- 1.1.1 Hyderabad Airport Metro Limited, represented by its (Managing Director) (the HAML) having its principal offices at Metro Rail Bhavan, Rasoolpura, Begumpet, Hyderabad – 500 003 is engaged in the development of Mass Rapid transit System (MRTS) in the city of Hyderabad and as part of this endeavor, the Authority intends to prepare a Detailed Project Report (**DPR**) for development of an Elevated Bus Rapid Transit System (EBRTS) from KPHB to Financial District, Hyderabad.
- 1.1.2 In pursuance of the above, the HAML has decided to carry out the process for selection of a Consultant for preparing the Detailed Project Report and bid documents for the project. The consultant shall prepare the DPR in accordance with Terms of Reference specified at Schedule - 1 (the "TOR").

### 1.2 Request for Proposal

The HAML invites proposals (the "Proposals") for selection of a Consultant who shall prepare **DPR** for development of an Elevated Bus Rapid Transit System (EBRTS) from KPHB to Financial District, Hyderabad. The HAML intends to select the Consultant through a competitive bidding in accordance with the procedure set out herein.

### 1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the HAML and the Project site.

### 1.4 Sale of RFP Document

RFP document can be downloaded from the Official Website of the HAML, <http://hmrl.co.in/>. The Applicant shall submit a bid processing fee of Rs. 25000/- (Rupees Twenty Five thousand only) in the form of a demand draft or banker's cheque drawn in favour of Hyderabad Airport Metro Limited payable at Hyderabad along with the technical bid document.

### 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").

### 1.6 Brief description of the Selection Process

The HAML has adopted a single stage two cover system selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in sealed envelopes separately on Proposal Due Date. In the initial stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on the technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the next stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

### 1.7 Payment to consultant

- 1.7.1 For the purposes of technical evaluation of Applicants, only INR will be considered as the applicable currency.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## 1.8 Schedule of Selection Process

The following schedule shall be adhered for the selection process of the consultant :

Sl. No.	Event Description	Date
1.	Uploading of RfP Bid document	04.07.2019
2.	Proposal Due Date (PDD)	18.07.2019 @ 15:00 hrs (The proposal due date is extended to 18-July 2019) at Metro Rail Bhavan, Begumpet, Hyderabad
3.	Opening of Technical Proposals	11.07.2019 @ 15:30 hrs at Metro Rail Bhavan, Begumpet, Hyderabad
4.	Announcement of short list	17.07.2019 @ 11:00 hrs at Metro Rail Bhavan, Begumpet, Hyderabad
5.	Opening of Financial Proposal	17.07.2019 @ 11:30 hrs at Metro Rail Bhavan, Begumpet, Hyderabad
6.	Letter of Award (LoA)	20.07.2019
7.	Submission of Performance Security	27.07.2019
8.	Signing of Agreement	31.07.2019
9.	Validity of Proposals	90 days from PDD

## 1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

**Mr. NVA Prasad,**  
Executive Engineer,  
Hyderabad Airport Metro Limited,

## 1.10 Pre Bid Conference

Deleted.

## 1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to:

**Mr. M. Vishnu Vardhan Reddy,**  
Superintending Engineer (Coordination),  
Hyderabad Airport Metro Limited,  
Rasoolpura, Begumpet,  
Hyderabad – 500003





1.11.2 The Official Website of the **HAML** is: <http://hmrl.co.in/>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked

**RFP Notice. 2241/HAML/SE(C)/EE-I/EBRTS Corridor/2019**

**FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The firms (the “**Applicant**”) should submit their proposals individually only and proposal submission by consortium or joint ventures are not allowed. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the **HAML** through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the **HAML**’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the **HAML** in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

S. No.	Position	Educational Qualifications	Experience	Responsibilities	Minimum No of man-months
<b>Key Experts *</b>					
1.	Team Leader cum Transport Expert	B.Tech / B.E. (Civil Engineering) with Post Graduation in Transport Planning / Traffic Engineering	Should have overall experience of 25 years with relevant experience of 15 years in Preparation of FSRs/DPRs/ and travel demand assessment studies for elevated Metro Rail / elevated BRTS projects for a minimum of five projects, out	He/ She will lead, co-ordinate and supervise the consultancy team for delivering the assignment in a timely manner as mentioned in this RFP. He/she shall lead the team in preparation of DPR for development of an Elevated Bus Rapid Transit System (EBRTS) from KPHB to	3

S. No.	Position	Educational Qualifications	Experience	Responsibilities	Minimum No of man-months
			of which at least two projects should have been implemented and in operation in India.	Financial District, Hyderabad in the study area, in discussion with the client. He/she shall be responsible for coordination with the client on all aspects of the project. He/she shall be present for all meetings with the client and the stakeholders. He/she shall not delegate responsibilities except with the prior written approval of the Authority.	
2.	Structural Expert	Post Graduate in Structural Engineering	Should have overall experience of 20 years in Structural Engineering with relevant experience of 10 years in planning and detailed design of structural engineering components (viaduct, stations etc.) for elevated metro rail / elevated BRTS projects in India and should have undertaken	He/ She will be responsible to carry out the planning and detailed design of structural engineering components (viaduct, stations etc.) for elevated metro rail / elevated BRTS projects.	2

S. No.	Position	Educational Qualifications	Experience	Responsibilities	Minimum No of man-months
			planning and detailed design of civil structures for at least two aforesaid projects in India.		
3.	Financial Analyst	MBA (Finance) / Chartered Accountant	Should have overall experience of 20 years with relevant experience of 10 years in preparation of Financial Analysis in FSR / DPR for transport infrastructure projects viz. Metro / Railway / Highway and should have experience in project appraisal, project structuring, project financing, cost control and scheduling, financial structuring, financial closure and risk management. Should have the experience of working in minimum two above such projects in India .	He/ She will be responsible for preparation of project appraisal, project structuring, project financing, cost control and scheduling, financial structuring, financial closure and risk management, financial analysis etc.	1

S. No.	Position	Educational Qualifications	Experience	Responsibilities	Minimum No of man-months
4.	Transportation Planner / Modeller	Post Graduate in Transport Planning / Transport Engineering	Should have minimum experience of 10 years in Transport planning and carrying out traffic surveys; Data analysis and interpretation; development of travel demand models for traffic forecasting; and as Transport Planner / Modeller in preparation of FSR/ DPRs for at least two Metro Rail / BRTS corridors / Comprehensive Traffic & Transport Studies / Master Plans / Mobility Plans / Zonal Development Plans in India	He/ She shall be responsible for Planning and carrying out traffic surveys; Data analysis and interpretation; Development of travel demand models for traffic forecasting and preparation of FSR / DPRs .	2
5.	Station Planner / Engineer	Post-Graduate in Architecture / Structural Engineering	Should have overall experience of 10 years in Architectural design of buildings including services and with a specific experience in detailed design of for elevated	He/ She shall be responsible for Planning and detailed design of stations / transport terminals for elevated transit systems viz. elevated BRTS / elevated Metro Rail	1

S. No.	Position	Educational Qualifications	Experience	Responsibilities	Minimum No of man-months
			MRTS / BRTS / elevated Metro Rail etc. and should have involved in at least two projects as afore said in India.		
6.	Environmental Expert	Graduate in Civil / Environmental Engineering with Diploma in Environmental Engineering	Should have overall experience of 20 years with specific experience in carrying out Environmental studies for large scale Transport Infrastructure projects viz. elevated metro rail / elevated BRTS/ Railways / Highways for at least two projects as afore said in India.	He/ She shall be responsible for Environmental Impact Assessment (EIA) studies	2
7.	Social Expert	Post-Graduation in Social Sciences	Should have minimum experience of 15 years in carrying out Social Impact Assessment (SIA) for large scale Transport Infrastructure projects viz. elevated metro rail / elevated BRTS / Railways / highways for at least two projects	He/ She shall be responsible for Social Impact Assessment (SIA) studies	1

S. No.	Position	Educational Qualifications	Experience	Responsibilities	Minimum No of man-months
			as afore said in India.		

*\*Note: Long association of Key Person with the firm is preferred*

## 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Legal Status:** The Applicant shall be a Company registered under the Companies Act, 1956 OR a company registered in the jurisdiction of its incorporation under the relevant laws. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.

(B) **Technical Capacity:**

- The Applicant shall have more than 5 (five) years of experience in the field of urban transport consultancy services in transportation domain / sector in India.
- The Applicant shall have successfully completed at least 1 (one) project of Consultancy Services for preparation of FSR / DPR for an elevated urban public transport project (MRTS / BRTS) for a minimum length of 20 kms in India for any government agency during last 10 years. This shall not include freeways / highways / ring roads etc. (Project completion certificate from the client is mandatory)

The technical capacity shall be evidenced through a copy of contract agreement/client’s completion certificate/certificate from company’s Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, clearly indicating the requirements sought under this RFP. The completed project shall be evidenced through client’s completion certificate/certificate from client/company’s Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, clearly indicating that all the deliverables of the eligible projects have been submitted to the client.

(C) **Financial Capacity:** The Applicant Firm should demonstrate a minimum average Annual Turnover of Rs.100 crore (Rupees One Hundred Crore) per annum from India operations during the last 3 (three) financial years preceding the current year and the minimum turn over shall be Rs 75 crore (Rupees seventy five crore) in each of the last three financial years preceding the Proposal Due Date (PDD) as per the audited balance sheets and a positive Net Worth. The same should be demonstrated through a Certificate from a Chartered Accountant/Statutory Auditor or Company Secretary/Chief Financial officer of the Applicant.

2.2.3 The Applicant should submit a Power of Attorney (PoA) as per the format at Form-4 of Appendix-I. The authority to the person issuing the PoA shall be established through a copy of the board resolution.

- 2.2.4 Any entity which has been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.5 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### **2.3 Conflict of Interest**

- 2.3.1 Employer requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount. The Consultant should strictly avoid conflicts with other Assignment or their own corporate interests and act without any consideration for future work.
- 2.3.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (i) A firm that has been engaged by the Employer to provide goods, works, Assignment other than consulting Assignment for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment related to those goods, works or Assignment. Conversely, a firm hired to provide consulting Assignment for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment other than consulting Assignment resulting from or directly related to the firm's consulting Assignment for such preparation or implementation. For the purpose of this paragraph, Assignment other than consulting Assignment are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
  - (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment that, by its nature, may be in conflict with another Assignment of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets.
- 2.3.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 2.3.4 No current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.
- 2.3.5 Notwithstanding any clause or content of RFP the consultant working on preceding projects shall have no conflict of interest with the said assignment. Since the nature of such assignment are unique.



## 2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## 2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the **HAML**, Project site etc. The **HAML** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.6 Site visit and verification of information

Ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the **HAML**, and collection of preliminary data required, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

## 2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the **HAML**;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the **HAML** or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The **HAML** shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the **HAML**.

## 2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the **HAML** reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the **HAML** reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the **HAML**, the supplemental information sought by the **HAML** for evaluation of the Proposal. Misrepresentation/ improper

response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the **HAML** reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the **HAML**, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Schedules**

- 1. Terms of Reference**
- 2. Form of Agreement**

Annex-1 : Terms of Reference  
Annex-2 : Deleted  
Annex-3 : Estimate of Personnel Costs  
Annex-4 : Approved Sub-Consultant(s)  
Annex-5 : Cost of Services  
Annex-6 : Payment Schedule  
Annex-7 : Bank Guarantee for Performance Security

- 3. Guidance Note on Conflict of Interest**
- 4. Appendices**

#### **Appendix-I: Technical Proposal**

- Form 1 : Letter of Proposal  
Form 2 : Particulars of the Applicant  
Form 3 : Statement of Legal Capacity  
Form 4 : Power of Attorney  
Form 5 : Financial Capacity of Applicant  
Form 6 : Particulars of Key Personnel

- Form 7 : Proposed Methodology and Work Plan
- Form 8 : Abstract of Eligible Assignments of Applicant
- Form 9 : Abstract of Eligible Assignments of Key personnel
- Form 10 : Eligible Assignments of Applicant
- Form 11 : Eligible Assignments of Key personnel
- Form 12 : CV of Key personnel
- Form 13 : Deleted
- Form 14 : Deleted
- Form 15 : Proposal for Sub-Consultant(s)
- Form 16: Unconditional Bank Guarantee in lieu of retention money
- Form 17: Bank Guarantee for Bid Security
- Form 18: Contact Details Form
- Form 19: Form for seeking queries

### **Appendix-II: Financial Proposal**

- Form 1 : Covering Letter
- Form 2 : Financial Proposal
- Form 3 : Estimate of Personal Cost

### **Appendix-III: List of Bid-Specific Clauses**

#### **2.10. Clarifications**

2.10.1 Deleted.

2.10.2 The **HAML** reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the **HAML** to respond to any question or to provide any clarification.

#### **2.11 Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Proposal, the **HAML** may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the **HAML** may, in its sole discretion, extend the Proposal Due Dates.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English / Telugu language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English / Telugu, in which case, for all purposes of interpretation of the Proposal, the translation in English / Telugu shall prevail.

### 2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The **HAML** would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail. No modifications or alterations are permitted on RFP document including all Annexures, Appendices and Forms.

2.13.3 The Proposal in original shall be printed in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) Deleted
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the **HAML**, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the **HAML** reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

## 2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney in original, duly attesting the specimen signature of the person signing the bid documents, along with copy of board resolution in support of the person issues the PoA, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (E) of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. In case of unsigned CVs or photocopies of CVs, the authorized signatory shall initial/countersign;
- (h) The CVs shall contain or accompany with an **undertaking from the respective Key Personnel about his/her availability** for the duration specified in the RFP;
- (i) Professional Personnel proposed are meeting the conditions of eligibility and have good working knowledge of English language;
- (j) Copy of educational certificates of professions, supporting the eligibility criteria is provided;
- (k) Key Personnel would be available for the period indicated in the TOR;
- (l) No Key Personnel should have attained the age of **60 (Sixty) years** at the time of submitting the proposal; and
- (m) The proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the **HAML** for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 The **HAML** reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the **HAML** to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the **HAML** there under.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the **HAML** without the **HAML** being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the **HAML** shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the **HAML** for, *inter alia*, time, cost and effort of the **HAML**, without prejudice to any other right or remedy that may be available to the **HAML**.

## 2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Item [F] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Professional and Support Personnel (Expatriate and Resident, in the field, office etc.) and overhead expenditure such as travel, accommodation, office space and equipment, printing and stationaries, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

## 2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the **HAML** and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the

downloaded or photocopied version of the RFP and the original RFP issued by the **HAML**, the latter shall prevail.

- 2.16.2 The Proposal shall be sealed in an outer envelope which will bear the address of the **HAML**, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the **HAML**"

If the envelope is not sealed and marked as instructed above, the **HAML** assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

- 2.16.3 The aforesaid outer envelope shall contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The envelope marked '**Technical Proposal**' shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 1 to 2 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.20.1
- (iii) Complete RFP documents, including addendums if any, signed on all pages

The envelope marked '**Financial Proposal**' shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the **HAML** and discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date**

- 2.17.1 Proposal should be submitted at or before 3.00 PM on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The **HAML** may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## 2.18 Late Proposals

Proposals received by the **HAML** after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the **HAML** prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the **HAML**, shall be disregarded.

## 2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs.2 (two) lakhs in the form of a Demand Draft / Bank Guarantee (valid for 3 months) issued by any Scheduled Bank in India in favour of the **HAML** payable at Hyderabad (the "**Bid Security**"), returnable not later than 30 (thirty) days from FPD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from FPD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the **HAML** as nonresponsive.

2.20.3 The **HAML** shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the **HAML**'s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the **HAML** as the mutually agreed pre-estimated compensation and damage payable to the **HAML** for, *inter alia*, the time, cost and effort of the **HAML** in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;



- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3
- (g) If the applicant is found to have modified/alterd any clause(s) and condition(s) of RFP diluting the substance of the RFP document.

### **2.20.5 Performance Security**

The successful bidder shall furnish a Performance Security, in the form of a bank guarantee, valid for a period of 12 months, from a scheduled bank in India, for an amount equivalent to 5% (five per cent) of the contract amount, subsequent to acceptance of LoA. The Applicant, by submitting its application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) If the selected Applicant commits a breach of the Agreement

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

- 2.21.1 The **HAML** shall open the Technical / Financial Proposals at 1530 hrs on the Proposal Due Date (specified for each in Clause 1.8), at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the **HAML** will determine whether each Proposal is responsive to the requirements of the RFP. The **HAML** may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
  - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
  - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1. and RFP Processing fee in case of downloaded application forms.
  - (d) it is signed, sealed, bound together in cover and marked as stipulated in Clauses 2.13 and 2.16;
  - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
  - (f) it contains all the information (complete in all respects) as requested in the RFP;
  - (g) it does not contain any condition or qualification; and
  - (h) It is not non-responsive in terms hereof.
- 2.21.4 The **HAML** reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **HAML** in respect of such Proposals.

- 2.21.5 The **HAML** shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the **HAML** shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The date, time and venue will be notified to all selected Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The **HAML** will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of the **HAML**. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the **HAML**, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.22 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the **HAML** in relation to matters arising out of, or concerning the Selection Process. The **HAML** will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The **HAML** may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the **HAML**.

## **2.23 Clarifications**

- 2.23.1 To facilitate evaluation of Proposals, the **HAML** may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the **HAML** for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the **HAML** may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the **HAML**.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP, unless the bid price is substantially front loaded in the opinion of **HAML**.

Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the **HAML** and may obtain a written confirmation from the applicant before award of work. In case the Selected Applicant fails to reconfirm its commitment, the **HAML** reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

**2.24.2** The **HAML** will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the **HAML**.

**2.24.3** The **HAML** will examine the credentials of all Sub-Consultants proposed for this Consultancy during the implementation period of this agreement and those not found suitable shall be replaced by the Applicant to the satisfaction of the **HAML**.

## **2.25 Substitution of Key Personnel**

**2.25.1** The **HAML** will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted (Limited to one substitution) if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **HAML**.

**2.25.4.** Those Key Personnel not found suitable during the course of the agreement shall be replaced by the Consultant immediately to the satisfaction of the **HAML**.

## **2.26 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the **HAML** for an amount not exceeding 1 (ONE) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.

## **2.27 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the **HAML** to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the **HAML** may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the **HAML** on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

## **2.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8 & 2.20.5, pursuant to submission of Performance Security (Bank Guarantee). The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.29 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the **HAML** may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

## **2.30 Proprietary data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the **HAML** or submitted by an Applicant to the **HAML** shall remain or become the property of the **HAML**. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The **HAML** will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the **HAML** in relation to the Consultancy shall be the property of the **HAML**.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 Proposals of only those Applicants who satisfy the Conditions of Eligibility (*Clause 2.2-Instructions to Applicant*) will be considered for detailed technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed.

3.1.2 Deleted

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

The aforesaid applicants, subject to detailed evaluation as per the scoring criteria given in the table below will be short listed and considered for evaluation of their financial proposal. The Applicants, scoring 70 marks and above only will be qualified for further evaluation.

\* Ref: Clause 2.2.2(A)-Instruction to Applicants

S.No.	Criteria	Maximum Marks
1	<p><b>Relevant Project Experience in preparation of FSR / DPRs for at least one elevated Metro Rail / elevated BRTS project.</b></p> <p>To demonstrate their experience the consultants are requested to submit one project datasheet for the each of the above mentioned criteria.</p>	10
2	<p><b>Experience in carrying out travel demand assessment studies including development of travel demand modelling for at least one elevated Metro Rail / elevated BRTS projects.</b></p> <p>*5 (five) marks will be given for each such assignment.</p> <p>To demonstrate their experience the consultants are requested to submit one project datasheet for the each of the above mentioned criteria.</p>	15
3	<p>Qualifications and competence of the Key Personnel for this assignment</p> <ol style="list-style-type: none"> <li>1. Team Leader cum Transport Expert – <b>20 Marks</b></li> <li>2. Structural Expert - <b>10 Marks</b></li> <li>3. Financial Analyst – <b>10 Marks</b></li> <li>4. Transportation Planner / Modeler -<b>5 Marks</b></li> <li>5. Station Planner / Engineer – 5 Marks</li> <li>6. Environmental Expert – 5 Marks</li> <li>7. Social Expert – 5 Marks</li> </ol>	60
4	<p><b>Approach and Methodology</b></p> <ul style="list-style-type: none"> <li>• Detailed Approach and Methodology including work plan specific to the project</li> </ul>	15
<b>Total</b>		<b>100</b>

**Evaluation Criteria for Team Members :**

Sl. No	Position	Max Marks	Marks for Qualification	Marks for Experience	Marks for Minimum No. of projects	Marks for Additional projects
1	Team Leader	20	5	5	5	2.5 Mark for every one additional assignment than minimum specified. (Max 5 marks for additional projects)
2	Structural Expert	10	3	3	3	1 Mark for every one additional assignment than minimum specified. (Max 1 mark for additional projects)
3	Financial Expert	10	3	3	3	1 Mark for every one additional assignment than minimum specified. (Max 1 mark for additional project)
4	Transportation Planner / Modeler	5	1	1	2	0.5 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects)

5	Station Planner / Engineer	5	1	1	2	1 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects)
6	Environmental Expert	5	1	1	2	0.5 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects)
7	Social Expert	5	1	1	2	0.5 Mark for every one additional assignment than minimum specified. (Max 1 marks for additional projects)
<b>Total Marks</b>		<b>60</b>				

### 3.2 Eligible Assignments

For the purpose of evaluating the Proposal for Key Personnel under this RFP, experience from advisory/ consultancy assignments in respect of transportation domain / sector projects, which includes preparation of FSR / DPRs, travel demand assessment studies, planning and detailed design of structural engineering components, preparation of financial analysis for transport infrastructure projects, planning and carrying out traffic surveys, data analysis and interpretation travel demand models for traffic forecasting, comprehensive traffic and transport studies, EIA and SIA studies for elevated Metro Rail / Elevated BRTS / Railways / Highways projects shall be deemed as eligible assignments (the “Eligible Assignments”).

### 3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score ( $S_F$ ).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal at Sl. No (F) of Form-2 of Appendix-II will be considered.
- 3.3.3 The **HAML** 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 fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = Amount of Financial Proposal)

- 3.3.4 Provided that the bid is substantially responsive, the Authority shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

### 3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where **S** is the combined score, and **T** and **F** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.70 and 0.30** respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). 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 specified in Clauses 2.24, 2.28 and 2.29, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first.



## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the **HAML** shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the **HAML** shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the **HAML** for, *inter alia*, time, cost and effort of the **HAML**, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the **HAML** under Clause 4.1 hereinabove and the rights and remedies which the **HAML** may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the **HAML** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the **HAML** during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the **HAML** to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **HAML** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **HAML**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the **HAML** in relation to any matter concerning the Project;
  - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
  - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the **HAML** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

**5.1 Deleted.**

**5.2** The **HAML** shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India/ State of Telangana and the Courts at Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The **HAML**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the **HAML** by, on behalf of and/or in relation to any Applicant; and/or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the **HAML**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the **HAML** or submitted by an Applicant shall remain or become, as the case may be, the property of the **HAML**. The **HAML** will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The **HAML** reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# **Schedules**

## **SCHEDULE-1**

(See clause 1.1.3)

# **Selection of Consultant for Preparation of DPR for**

**Elevated Bus Rapid Transit System (EBRTS) Corridor from**

**KPHB to Financial District, Hyderabad**

**Request for Proposal (RFP) Document**

**No. 2241/HAML/SE(C)/EE-I/EBRTS Corridor/2019**

## **TERMS OF REFERENCE**

### **Terms of Reference for Preparation of DPR for Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad**

## TERMS OF REFERENCE (TOR)

### 1.1 BACKGROUND

1.1.1 The Hyderabad Airport Metro Limited (the “Authority”) having its principal offices at Metro Rail Bhavan, Rasoolpura, Begumpet, Hyderabad - 500 003 is engaged in the development of Mass Rapid Transit System (MRTS) in the city of Hyderabad and as part of this endeavour, the Authority has decided to undertake Detailed Project Report (DPR) for development of an Elevated Bus Rapid Transit System (EBRTS) from KPHB Metro Station – KPHB Hitec City Road – Malaysian Township junction – Hitec City MMTS Station – Hitex – Hitec City Phase-II – Mindspace – IIIT – Financial District Road - Financial District, Hyderabad. Therefore, HAML has decided to carry out the bidding process for selection of a Consultant for preparation of the above said DPR.

1.1.2 The main purpose of taking up this project is to develop a self-sustainable, safe and green Public Transport System which could be upgradable to higher capacities in future between KPHB and Financial District. The Kukatpally and its surrounding areas located in the east of Hyderabad, offers affordable housing facilities. Whereas the Hitec City and Financial district located in the west of Hyderabad are globally acknowledged hub for IT services offering highest employment opportunities in the city. As result, the road network connecting these areas carry heavy traffic, mostly two wheelers and cars besides public transport bus and IPT three wheelers and mini buses etc. The Right of Way (RoW) of existing roads along the corridor ranges between 25m to 35m. By and large, the entire corridor is abutted by medium to high rise structures on either side throughout. As a result, long traffic jams are a common feature in this corridor. The traffic situation becomes critical during peak hours in the morning and evening as well. It is also observed that the peak-hour duration / period is extending beyond normal limits due to multiple activities / mixed land use along the corridor. Therefore, HAML felt the necessity of providing a grade separated and dedicated public transport system to cater to the needs of travel demand along the corridor.

1.1.3 The corridor mostly runs along the **KPHB Metro Station – KPHB Hitec City Road – Malaysian Township junction – Hitec City MMTS Station – Hitex – Hitec City Phase-II – Mindspace – IIIT – Financial District Road - Financial District**. The preferred alignment is proposed to be well integrated with major public transport systems as follows:

1. KPHB Metro Station, HMRL Metro Line-1 (Existing).
2. Hitec City MMTS Railway Station (Existing).
3. Mindspace Metro Station, HMRL (Corridor-3 Upcoming)
4. Hyderabad Airport Metro Rail Link at Raidurg (Proposed).
5. Hyderabad Metro (Phase-2) at its junction with Gachibowli – Miyapur Road (Proposed)

The proposed corridor will be fully elevated of 17 kms long with stations located at a spacing of around 500 to 600 meters for easy accessibility. It shall have depots in at-grade position both at terminals and one in between for operational convenience and non-fare revenue generation.

### 1.2 OBJECTS

1.2.1 Preparation of Detailed Project Report (DPR) for development of an Elevated Bus Rapid Transit System (EBRTS) between KPHB and Financial District.



- 1.2.2 The proposed system shall meet the travel demand between these two areas; and also be integrated with existing and upcoming land use and transport facilities viz., Metro Rail, sub-urban Rail / MMTS, Bus and other modes of traffic en-route.

### **1.3 DETAILED SCOPE OF WORK**

#### **1.3.1 Primary Surveys**

The following primary surveys shall be carried out as part of the feasibility study:

- a) Stated preference Surveys at suitable locations along the corridor covering a minimum of 500 samples
- b) 24 Hour Classified Traffic Volume Count (minimum 5 locations)
- c) Origin – Destination (OD) Surveys (minimum 8 locations)
- d) Turning Movement Surveys (minimum 4 locations)
- e) Pedestrian Volume counts (minimum 8 locations)
- f) In-Bus Commuter Surveys (minimum 25 buses)
- g) Topographic Survey for 25m on either side of the selected alignment.

#### **1.3.2 Study Area Definition and Review of Earlier Studies**

- a) Clear definition of Study Area and Project Influence Area (PIA) and review of existing and proposed transport facilities and other developments in it.
- b) Review of earlier studies relating to urban transport, urban planning and other development programs within the study area.
- c) Summarize the status of various developments within the Study Area and detailed description on the current traffic situation in the Study Area.

#### **1.3.3 Traffic Studies and Ridership Forecasting**

Undertake necessary traffic studies for assessment of the travel demand along the corridor as per clause 5.3.1

- a) Develop a suitable travel demand assessment model to forecast the travel demand along the proposed corridor up to the horizon year.
- b) Consider all proposed developments and land use while developing such travel demand assessment model.
- c) The envisaged developments and recommendations of CTTS carried out for HMDA shall be taken into consideration.
- d) Ridership forecasting up to 2056 at an interval of 5 years from the base year.
- e) Undertake Stated Preference Surveys (SPS) at suitable location for maximum coverage of the potential users and determine their preferences in terms of mode and fare.
- f) Review prevailing fare structure of various modes of public transport in the study area and suggest a suitable fare structure for the proposed system.
- g) Assessment of possible fare revenue with respect to estimated travel demand.

#### **1.3.4 Horizontal and Vertical Alignment Design:**

- a) Undertake a detailed topographic survey along the proposed project corridor up to an extent of 25 mtrs from the center line of the proposed project corridor using latest electronic devices / LiDAR.

- b) Clear demarcation of the existing land use / developments on either side of the project corridor including the above ground utilities and other obligatory structures / points in the vicinity of the project corridor.
- c) Design of Horizontal and Vertical alignments suiting to the requirements of standard gauge metro rail system.
- d) Identification of likely affecting structures / properties / utilities above ground etc., and finalization of Horizontal and Vertical alignments minimizing demolition of structures and diversion of utility services etc.
- e) Make a list of likely affecting structures indicating the type of structure, ownership (Pvt. / Govt.) and its location with respect to the proposed alignment.
- f) Final location survey including fixing of reference pillars along the alignment.

#### **1.3.5 Station Planning:**

- a) Identification of suitable locations for stations along the corridor considering the catchment area, land availability and access in order to get high ridership.
- b) Stations shall be proposed at an interval of 500 to 600 meters.
- c) Deleted.
- d) Deleted.
- e) Typical station layouts shall be prepared envisaging EBRTS and Metro Rail, and the land acquisition requirements shall be assessed accordingly.

#### **1.3.6 Structural Planning arrangement:**

- a) Geotechnical investigation shall be carried out at suitable locations along the corridor to assess the sub-strata profile.
- b) Deleted.
- c) Typical cross sections for the viaduct shall be prepared.
- d) General Arrangement Drawings (GADs) shall be prepared at critical locations viz., integration with other transport systems, terminals and at major road crossings.

#### **1.3.7 System Planning**

- a) Review of various types of buses suitable for BRTS operation and suggest broad features of a bus suitable for BRTS operation.
- b) Suggest a BRTS operation plan and assessment of fleet requirement with respect to projected travel demand.
- c) Suggest system requirements in terms of depot facilities, ITS, Passenger information system etc.
- d) Identification of suitable land for development of maintenance depot.

#### **1.3.8 Preliminary Screening and Environmental Impact Assessment Study:**

The Consultant has to carry out Environmental Impact Assessment of the proposed route alignment. The Assessment Report should be in conformity to the International Standards / Guidelines (World Bank / ADB / JICA etc.). On completion of the scoping as discussed earlier, following additional tasks need to be undertaken based on the outputs of the scoping study.

- a) Reconnaissance survey of the proposed route alignment;
- b) Review of National, state and local environmental regulatory requirements on environmental aspects and available standards.
- c) Suggest an environmental screening and categorization framework for the proposed project to identify the environmental analysis and planning aspects of the project.

- d) Identification of hot spots like involvement of forests, roads, rail crossing, bridges, rivers, nallahs, surface drainage etc.
- e) Study location of the project stretch with respect to environmentally sensitive areas, and community concerns.
- f) Description on all applicable laws and regulations for the project.
- g) Collection of Secondary data on Environmental Baseline conditions with respect to the air, noise, water, soil quality, biological and social aspects along the section;
- h) Suggest suitable measures separately for mitigating the impact of noise in surrounding environment and habituated area that is likely to be generated from the speed of the Bus;
- i) Preparing and suggesting tentative line estimates on environmental management plan duly following applicable guidelines for environmental sustainability, including budget for implementation.
- j) Gender and poverty analysis (women employment and safety aspects)
- k) Assess the reduction in GHG emissions, Noise Pollution, through shift of private vehicle users to this mode. Quantification of benefits to various income groups and environment / emissions / climate.
- l) Preparation of Preliminary Screening and Environmental Assessment Report

### **1.3.9 Preliminary Screening and Social Impact Assessment (SIA) Study:**

The Consultant has to carry out Social Impact Assessment of the proposed route alignment. The Assessment Report should be in conformity to the International Standards / Guidelines (World Bank / ADB / JICA etc.). On completion of the scoping as discussed earlier, following additional tasks need to be undertaken based on the outputs of the scoping study. The SIA study shall be carried out through the surveys indicated as below.

- a) **Census Survey** of potentially affected population to bring out the following:
  - i. Carryout the census survey through a structured questionnaire and tested for its smooth administration.
  - ii. Identification of likely affected structures / properties
  - iii. Collection of details of likely affected structures / properties in terms of their location, size, geometry, type of construction, name of the owner, address, vulnerability etc.
  - iv. Broad assessment of loss of immovable assets by type and degree of loss.
  - v. Broad categorization and assessment of potential loss.

#### **b) Socioeconomic Survey**

The socio-economic survey of PAFs needs to be conducted to attain a representative database. The aim of the baseline or socio-economic survey is to determine distribution of socio-economic groups on the map, analysis of social structure and income resources of the PAFs, inventories of the resources which the project affected people use as well as the data on the system of economic production. The Baseline socio-economic survey to bring out the following:

- i. Land usage and inventory of assets within the proposed RoW;
- ii. Direct and indirect social and economic impact, both negative and positive due to the proposed project;
- iii. Social, economic, cultural and demographic characteristics of potential project affected population and families;
- iv. Ownership Status of the project affected households (Own/Rented)
- v. Identification of cultural properties, common properties and public assets being used by the project affected population/impact on these properties;

- vi. Livelihood pattern of different primary stakeholders;
- vii. Broad estimation of compensation and resettlement in relation to the applicable guidelines and principles given in the national legislation
- viii. Potential impact of the proposed project on productive resources, natural resources, common property resources and social infrastructures etc.

#### 1.3.10 Cost Estimation

- a) Broad project cost estimation of the project adopting recently awarded prices for works of similar nature.
- b) Assessment of Operation & Maintenance cost of the proposed EBRTS.

#### 1.3.11 Non-Fare Revenue:

- a) Suggest possible sources of non-fare revenue
- b) Suggest suitable locations and extent of land requirement for development of non-fare revenue activities along with broad cost estimation for development of such facilities.
- c) Assessment of possible revenues from non-fare streams.

#### 1.3.12 Financial and Economic Analysis:

Undertake Financial Analysis, along with sensitivity for the proposed project for at least three scenarios.

- a) Assessment of financial viability and fund requirement in each scenario.
- b) Undertake Economic for the proposed project.
- c) Assessment of economic viability considering the direct and indirect project benefits to the society.

#### 1.3.13 Implementation Strategy and Project Funding

- a) Suggest an implementation method based on the outcome of financial analysis.
- b) Suggest a broad implementation plan identifying various milestones.

#### 1.3.14 Conclusions and Recommendations

### 1.4 DELIVERABLES, TIME-LINES AND PAYMENT SCHEDULE

1.4.1 The total duration for completing study is 3 (Three) months from the date of issue of LOA.

1.4.2 The delivery schedule for submission of deliverables and corresponding payments are given as below:

Sl. No.	Deliverables	Completion / Submission time reference from start of assignment	% of Agreed Fee
1.	Inception Report	0.5 month	10%
2.	Traffic Report contains Ridership Estimates and Revenue Estimates as per the suggested fare.	1.5 months	20%
3.	Alignment Report contains the Horizontal and Vertical Alignment along with station locations	2.0 months	20%
4.	EIA & SIA Reports	2.0 months	10%
5.	Draft Final Report	2.5 months	20%
6.	Final Report & Executive Summary	3.0 months	20%

### **Stakeholder Participation Workshops**

The consultant shall assist the Hyderabad Airport Metro Limited (HAML) in conducting stakeholder participation workshops. The cost for conducting the stakeholder participation workshops will be borne by HAML and materials such as but not limited to; maps, graphics and presentation boards etc. illustrating the proposals presented in the workshops provided for by the consultant, shall be reimbursed by HAML.

Each report will be accompanied by a presentation. The comments / suggestions made on review of the report and in the presentation will be incorporated and submitted within one week.

### **COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the **HAML** in soft copy, apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the **HAML** and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the **HAML**. The Consultancy shall stand completed on acceptance by the **HAML** of all the Deliverables of the Consultant. The **HAML** shall issue a certificate to that effect.

**SCHEDULE-2**

*(See Clause 2.1.3)*

**Selection of Consultant for Preparation of DPR for Elevated  
Bus Rapid Transit System (EBRTS) Corridor from KPHB to  
Financial District, Hyderabad**

**Request for Proposal (RFP) Document  
No. 2241/HAML/SE(C)/EE-I/EBRTS Corridor/2019**

**DRAFT CONTRACT AGREEMENT**

## AGREEMENT No.

This AGREEMENT (hereinafter called the "**Agreement**") is made on the day of the month of 2019, between, on the one hand, the HAML through its -----) (hereinafter called the "**HAML**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

### WHEREAS

(A) The **HAML** vide its Request-for-Proposal for 'selection of Consultant for *Preparation of DPR for Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad* (hereinafter called the "**Project**") to be performed by the Consultant. (hereinafter called the **Consultancy**);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the **HAML** that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the **HAML** on the terms and conditions as set forth in the RFP and this Agreement; and

(C) The **HAML**, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the "**LOA**"); and

(D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## 1. GENERAL

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "**Additional Costs**" means any expenses the Consultant will have to meet after the acceptance of the proposal, at the instance of the HAML;
- (b) "**Agreement**" means this Agreement, together with all the Annexes;
- (c) "**Agreement Value**" is the value set forth as agreement value in Clause 6.1.2;
- (d) "**Applicable Laws**" 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;
- (e) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- (f) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP.
- (g) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- (h) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) "**Expatriate Personnel**" means such persons who at the time of being so hired had their domicile outside India;
- (j) "**Government**" means the Government of Telangana;

- (k) **"INR, Re. or Rs."** means Indian Rupees;
- (l) Deleted;
- (m) **"Party"** means the **HAML** or the Consultant, as the case may be, and Parties mean both of them;
- (n) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (p) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (q) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **"Third Party"** means any person or entity other than the Government, the **HAML**, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexures of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## 1.2 Relation between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the **HAML** and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3 Rights and obligations

The mutual rights and obligations of the **HAML** and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and



- (b) The **HAML** shall make payments to the Consultant in accordance with the provisions of the Agreement.

#### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing as per instructions in RFP.

#### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the **HAML**; provided that notices or other communications to be given to an address outside India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the **HAML**;
- (b) in the case of the **HAML**, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the **HAML** with a copy delivered to the **HAML** Representative set out below in Clause 1.10 or to such other person as the **HAML** may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Hyderabad it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

#### **1.9 Authority of Member-in-charge**

Deleted.

## **1.10 Authorized Representatives**

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the **HAML** or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The **HAML** may, from time to time, designate one of its officials as the **HAML** Representative. Unless otherwise notified, the **HAML** Representative shall be:

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Hyderabad Airport Metro Ltd.,  
Metro Rail Bhavan,  
Rasoolpura, Begumpet,  
Hyderabad – 500003  
Telangana  
Tel: +91 40 233 88 587 / 588  
Fax: +91 40 23388582  
E-mail: mvvrhmr@gmail.com

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:  
Mobile:  
Fax:  
Email:

## **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the **HAML** shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the **HAML** may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

### **2.4 Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 1 1/2(one and a half) years from the Effective Date. Upon Termination, the **HAML** shall make payments of all amounts due to the Consultant hereunder within two weeks from the date of termination.

## **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of time**

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

#### **2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6 Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8 Suspension of Agreement**

The **HAML** may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in material breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

### **2.9 Termination of Agreement**

#### **2.9.1 By the HAML**

The **HAML** may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the **HAML** may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the **HAML** a statement which has a material effect on the rights, obligations or interests of the **HAML** and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The **HAML**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement and for this **HAML** provides advance notice of 30 (thirty) days and clears any outstanding payments within the said notice period.

### **2.9.2 By the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the **HAML**, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the **HAML** fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the **HAML** is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the **HAML** of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) The **HAML** fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

### **2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the **HAML**, the Consultant shall proceed as provided respectively by Clauses 3.9 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the **HAML** shall make the payment of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of

termination, to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the **HAML**)

### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the **HAML**, and shall at all times support and safeguard the **HAML**'s legitimate interests in any dealings with Sub-Consultants or Third Parties.

#### **3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### **3.2 Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

#### **3.2.2 Consultant and Affiliates not to be otherwise interested in the Project**

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the **HAML** in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the **HAML** in accordance with the rules of the **HAML**. For the avoidance of doubt, an entity affiliated with the

Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the **HAML** shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the **HAML** shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the **HAML** towards, *inter alia*, the time, cost and effort of the **HAML**, without prejudice to the **HAML**'s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the **HAML** under Clause 3.2.5 above and the other rights and remedies which the **HAML** may have under this Agreement, if the Consultant is found by the **HAML** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the **HAML** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **HAML** who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases

- to be in the service of the **HAML**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the **HAML** in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the **HAML** under this Agreement;
  - (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **HAML** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the **HAML** to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the **HAML**, its technology, technical processes, business affairs or finances or any information relating to the **HAML's** employees, officers or other professionals or suppliers, customers, or Consultants of the **HAML**; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the **HAML**.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the **HAML**, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### 3.4 Liability of the Consultant



- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the **HAML** for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the **HAML's** property, shall not be liable to the **HAML**:
- (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (one) time the Agreement Value.

### 3.5 Insurance to be taken out by the Consultant

#### 3.5.1

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the **HAML**, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the **HAML**, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the **HAML** shall, apart from having other recourse, available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the **HAML**.
- (c) Except in case of Third Party liabilities, the insurance policies so procured shall mention the **HAML** as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 1 (one) time the cover required hereunder, such insurance policy may not mention the **HAML** as the sole beneficiary of the Consultant or require an undertaking to that effect.

#### 3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of **Rs. 10 (Ten) Lakh**;

- (b) **Employer's liability and workers' compensation insurance** in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) Professional liability insurance for an amount **no less than the Agreement Value**.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.

### **3.6 Accounting, inspection and auditing – DELETED.**

### **3.7 Consultant's actions requiring the HAML's prior approval**

The Consultant shall obtain the **HAML's** prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the **HAML** prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement

### **3.8 Reporting obligations**

The Consultant shall submit to the **HAML** the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of the HAML**

- 3.9.1** All plans, drawings, specifications, designs, reports data and other documents (collectively referred to as "**Consultancy Documents**") prepared/collected by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the **HAML**, and all intellectual property rights in such Consultancy Documents shall vest with the **HAML**.
- 3.9.2** The Consultant shall, not later than 30 (thirty) days from the termination or expiration of this Agreement, deliver all Consultancy Documents to the **HAML**, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the **HAML**.
- 3.9.3** The Consultant shall hold the **HAML** harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the **HAML**.

### **3.10 (Deleted)**

### **3.11 (Deleted)**

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the **HAML** against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the **HAML** and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### **4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the **HAML**. No other Professional Personnel shall be engaged without prior approval of the **HAML**.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the **HAML** its proposal along with a CV of such person in the form provided at Appendix-I (Form-6) of the RFP. **HAML** may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the **HAML**'s consideration. In the event the **HAML** does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the **HAML**.

### **4.4 Substitution of Key Personnel**

The **HAML** expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The **HAML** will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to any one Key Personnel, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **HAML**. Those key personnel not found suitable during the course of agreement shall be replaced by the consultant immediately to the satisfaction of the **HAML**.

### **4.5 Working hours, overtime, leave, etc.**

Taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the **HAML**, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6 Team Leader**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

#### **4.7 Sub-Consultants**

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the **HAML**. The Consultant may, with prior written approval of the **HAML**, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

### **5. OBLIGATIONS OF THE HAML**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the **HAML** shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2 Access to land and property**

The **HAML** warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

#### **5.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services during the period of this Agreement, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

#### **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the **HAML** shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

### **6. PAYMENT TO THE CONSULTANT**

## 6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs..... (Rupees .....), which does not include the Additional Costs specified in Annex-5 (the "**Additional Costs**").
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## 6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## 6.3 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the **HAML**, the work pertaining to the preceding stage.
- (b) The **HAML** shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the **HAML** of duly completed bills with necessary particulars complete in all respects (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (c) The final payment under this Clause shall be made only after all the deliverables, shall have been submitted by the Consultant and approved as satisfactory by the **HAML**. The Services in each stage of payment as specified in Annex 6 shall be deemed completed and finally accepted by the **HAML** and the deliverables shall be deemed approved by the **HAML** as satisfactory upon expiry of 45 (forty five) days after receipt of the final deliverable by the **HAML** unless the **HAML**, within such 45 (forty five) days period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The **HAML** shall make the payment upon acceptance or deemed acceptance of the final deliverable by the **HAML**.
- (d) Any amount which the **HAML** has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the **HAML** within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the **HAML** for reimbursement must be made within 1 (one) year after the agreement period in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 12% (twelve per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the **HAML** by the Consultant.

## **7. PERFORMANCE SECURITY**

### **7.1 Performance Security**

- 7.1.1 The **HAML** shall secure the contract by way of performance security (the "Performance Security"), 5% (five per cent) of the contract amount. The Performance Security shall be returned to the Consultant at the end of 3 (three) months after the completion of services or expiration of this Agreement pursuant to Clause 2.4 hereof.

## **8 FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **8.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Managing Director, HAML or the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably

settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

#### **9.4 Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Hyderabad and the language of arbitration proceedings shall be English.

9.4.2 There shall be {an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment} {a sole arbitrator whose appointment} shall be made in accordance with the Arbitration and Conciliation Act, 1996 .<sup>\$</sup>

9.4.3 The arbitrators shall make a Reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the **HAML** agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the **HAML** agree that an Award may be enforced against the Consultant and/or the **HAML**, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

Consultant:

(Signature)

(Name)

Designation)

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

HAML:

(Signature)

(Name)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

\$ In case the Agreement Value specified in Clause 6.1.2 of this Agreement does not exceed Rs. 1 (one) crore, a sole arbitrator shall be appointed. In case the Agreement Value specified in Clause 6.1.2 of this Agreement is more than Rs. 1 (one) crore, appoint a three-member panel of arbitrators . ***Depending upon the Agreement Value, one of the two curly parentheses shall be deleted from Clause 9.4.2.***



**Annexure-1**

**Terms of Reference**

***(Refer Clause 3.1.2 of Schedule-2)***

**(Reproduce Schedule-1 of RFP)**

**Annexure-2**

**Deployment of Personnel**

*(Refer Clause 4.2 of Schedule-2)*

**(Reproduce the abstract of Form-6 of Appendix-I)**

**Annexure-3**

**Estimate of Personnel Costs**

*(Refer Clause 4.2 of Schedule-2)*

**(Reproduce as per Form-3 of Appendix-II)**

**Annexure-4**

**Approved Sub-Consultant(s)**

*(Refer Clause 4.7.of Schedule-2)*

**(Reproduce as per Form-15 of Appendix-I)**

**Annexure-5**

**Cost of Services**

*(Refer Clause 6.1 of Schedule-2)*

**(Reproduce as per Form-2 of Appendix-II)**

## Annexure-6

### Payment Schedule

#### I. Payment Schedule:

Payment for completed work shall be made in the following stages.

Stage	Tasks	Percent of Total Fees for Payment
1	On Submission of Inception Report	10%
2	On Submission of Traffic Report containing Ridership Estimates and Revenue Estimates as per the suggested fare	20%
3	On Submission of Alignment Report containing the Horizontal and Vertical Alignment along with station locations and conceptual plans	20%
4	On Submission of Environmental & Social Impact Assessment Reports	10%
5	On Submission of Draft Final Report – detailed designs/GAD plans	20%
6	On Submission of Final Report & Executive Summary	20%
	<b>Total</b>	<b>100%</b>

Notes:

- All Reports shall first be submitted as draft reports for comments of the **HAML**. The **HAML** shall provide its comments no later than 1 (one) week from the date of receiving a draft report and in case no comments are provided within such 1 (one) week, the Consultant shall finalize its report. Provided, however, that the **HAML** may take upto 2 (two) weeks in providing its comments on the Draft Detailed Project Report.*
- The study shall be completed in 3 months excluding the time taken by the **HAML** in providing its comments on the at all stages. The Consultant may take 1 (one) week for submitting its Final Detailed Project Report after receipt of comments from the **HAML**.*

## Annexure- 7

### Bank Guarantee for Performance Security (*Refer Clause 7.1.2 of Schedule-2*)

In consideration of ----- acting on behalf of the **HAML** (hereinafter referred as the "**HAML**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s , having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the **HAML's** Letter of Acceptance (LoA) No.....dated..... valued at Rs (Rupees ), (hereinafter referred to as the "LoA") Consultancy Services for preparation of DPR for Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs (Rupees ) to the **HAML** for performance of the said Agreement.

1 We,..... (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the **HAML** an amount not exceeding Rs (Rupees ) against any loss or damage caused to or suffered or would be caused to or suffered by the **HAML** by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2 We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the **HAML** stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the **HAML** by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs (Rupees ).

3 We, ..... (indicate the name of Bank) undertake to pay to the **HAML** any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4 We, .....(indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **HAML** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the **HAML** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5 We, ..... (indicate the name of Bank) further agree with the **HAML** that the **HAML** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the **HAML** against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the **HAML** or any indulgence by the **HAML** to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7 We, .....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **HAML** in writing.

8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\*\*\* crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the **HAML** serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the ..... day of..... , 20

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



### SCHEDULE-3

(See Clause 2.3.3 under Instruction to Applicants)

#### Guidance Note on Conflict of Interest

- 1 This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
- 2 Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3 Conflict of interest may arise between the **HAML** and a consultant or between consultants and present or future concessionaries/ Consultants. Some of the situations that would involve conflict of interest are identified below:
  - (a) The **HAML** and consultants:
    - (i) Potential consultant should not be privy to information from the **HAML** which is not available to others; or
    - (ii) potential consultant should not have defined the project when earlier working for the **HAML**; or
    - (iii) potential consultant should not have recently worked for the **HAML** overseeing the project.
  - (b) Consultants and concessionaires/Consultants:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ Consultant save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
    - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the **HAML** who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 4 The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the **HAML**. All conflicts must be declared as and when the consultants become aware of them.
- 5 Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in

exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the **HAML**.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the **HAML** but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the **HAML** at the earliest. Officials of the **HAML** involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

# **Appendices**

**APPENDIX-I**

*(See Clause 2.1.3 under Instruction to Applicants)*

**TECHNICAL PROPOSAL**

**Form-1**

**Letter of Proposal**

**(On Applicant's letter head)**

**(Date and Reference)**

To,

Sub:

Dear Sir,

With reference to your RFP Notification dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for preparation of DPR for Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad . The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the **HAML** any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the **HAML** to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the **HAML**;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the **HAML** or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

8. Deleted.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the HAML and/ or the Government of Telangana in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. \*\*\*\*\* (Rupees in the form of a Demand Draft / Bank Guarantee is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the HAML or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

## APPENDIX-I

### Form-2

#### Particulars of the Applicant

1.1	Title of Consultancy: <b>Selection of Consultant for Preparation of DPR For Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad</b>
1.2	State whether applying as Sole Firm: Sole Firm
1.3	State the following:  Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business etc., along with a copy of relevant registration certificate): Country of incorporation: Registered address:  Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address:  Phone No.: Fax No. : E-mail address:
1.4	Deleted.
1.5	<b><i>Deleted.</i></b>
1.6	Does the Applicant's firm/company functions as a consultant or adviser along with the functions as a Consultant and/or a manufacturer? <p style="text-align: right;">Yes/No</p> If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the <b>HAML</b> and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? <p style="text-align: right;">Yes/No</p> Does the Applicant intend to borrow or hire temporarily, personnel from Consultants, manufacturers or suppliers for performance of the Consulting Services? <p style="text-align: right;">Yes/No</p> If yes, does the Applicant agree that it will only be acceptable as Consultant, if those Consultants, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? <p style="text-align: right;">Yes/No</p> If yes, have any undertakings been obtained (and annexed) from such Consultants, manufacturers, etc. that they agree to disqualify themselves from subsequent execution

of work on this Project and they agree to limit their role to that of consultant/ adviser for the **HAML** only?

Yes/No

(Signature, name and designation of the authorised signatory)  
For and on behalf of

**APPENDIX-I**

**Form-3**

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To

\* \*\*

Dear Sir,

Sub: RFP for Selection of Consultant for Preparation of DPR for Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad

I hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert individual's name) will act as our Authorized Representative / on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

*NOTE: Please strike out whichever is not applicable*



## APPENDIX-I

### Form-4

#### Power of Attorney

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Consultant for Preparation of DPR For Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad.** proposed to be developed by the HAML including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the HAML, representing us in all matters before the HAML, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the HAML in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the HAML. The specimen signature & Initial of the Authorized Representative is attested hereby.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 20\*\*

Specimen Signature of Authorized Representative:

Initial of the Authorized Representative:

For (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*

*The Applicant should submit for verification the extract of the charter documents and other documents such as a resolution of Board/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostle certificate.*

**APPENDIX-I**

**Form-5**

**Financial Capacity of the Applicant**

Sl. No.	Financial Year	Annual Revenue from India operations (Rs. in million)	Net Worth (Rs in Million)
1.	2017-18		
2.	2016-17		
3.	2015-16		
<b>Certificate from the Statutory Auditor/Chartered Accountant/</b>			
We certify that the above mentioned figures have been extracted from the audited financial statements of .....(name of the Applicant).			
Name of the audit firm:			
Seal of the audit firm			
Date:	Signature, name and designation of the authorized signatory)		

*(Refer Clause 2.2.2 (B) Under Instruction to Applicant)*

**APPENDIX-I**

**Form-6**

**Particulars of Key Personnel**

S l · N o · ( 1 )	Designation of Key Personnel	Na me	Educationa l Qualificatio n	Length of Profession al Experienc e	Present Employment		No. of Eligible Assignmen ts
					Name of Firm	Employ ed Since	
	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1 ·							
2 ·							
3 ·							

Refer Form 9 of Appendix I Experience of Key Personnel

## APPENDIX-I

### Form-7

#### Proposed Methodology and Work Plan

**The proposed methodology and work plan shall be described as follows:**

1. Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Preparation of Conceptual Plan for any EBRTS station as per the scope of the study.

**APPENDIX-I**

**Form-8**

**Abstract of Eligible Assignments of the Applicant@**

*(Refer Clause 3.1)*

<b>S l . N o . ( 1 )</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project (Rs. in crore)</b>	<b>Payment of professional fees received by the Applicant (in Rs.)</b>
	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
1				
2				
3				
4				

@ The Applicant should provide details of only those projects that have been undertaken by it under its own name.

\* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

**Certificate from the Statutory Auditor/Chartered Accountant OR Company Secretary/CFO of the Applicant**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

**APPENDIX-I**

**Form-9**

Abstract of Eligible Assignments of Key Personnel

## APPENDIX-I

### Form-10

#### Eligible Assignments of Applicant

<b>Name of Applicant:</b>	
<b>Name of the Project:</b>	
<b>Particulars of the Project, including area:</b>	
<b>Description of services performed by the Applicant firm:</b>	
<b>Name of client and Address:(Indicate whether public or private entity)</b>	
<b>Name, telephone no. and fax no. of client's representative:</b>	
<b>Estimated capital cost of Project (in Rs. Crore):</b>	
<b>Payment received by the Applicant (in Rs. Crore):</b>	
<b>Start date and finish date of the services (month/ year):</b>	
<b>Brief description of the Project:</b>	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.



**APPENDIX-I**

**Form-11**

Eligible assignments of Key persons

**APPENDIX-I**

**Form-12**

**Curriculum Vitae (CV) of Key Personnel**

**Curriculum vitae (CV) of Proposed Key Personnel**

Proposed Position [only one candidate shall be nominated for each position]: \_\_\_\_\_

2. Name of Firm [Insert name of firm proposing the expert]: \_\_\_\_\_

\_\_\_\_\_

3. Name of Expert [Insert full name]: \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_

\_\_\_\_\_

6. Membership in Professional Associations: \_\_\_\_\_

\_\_\_\_\_

7. Other Trainings [Indicate significant training since degrees under 5 - Education were obtained]:

\_\_\_\_\_

8. Countries of Work Experience: [List countries where expert has worked in the last ten years]: \_\_\_\_\_

\_\_\_\_\_

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

\_\_\_\_\_

10. Employment Record [Starting with present position, list in reverse order every employment held by

expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p>
--	--

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Executing /Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Proposal;

(v) I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

[Signature of authorized representative of the firm]

Day/Month/Year Full

name of authorized representative: \_\_\_\_\_

**APPENDIX-I**

**Form-13**

**DELETED**

**APPENDIX-I**

**Form-14**

**DELETED**

**APPENDIX-I**

**Form-15**

**Proposal for Sub-Consultant(s)**

<b>1. Details of the Firm</b>				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
<b>2. Services that are proposed to be sub contracted:</b>				
<b>3. Person who will lead the Sub-Consultant</b>				
Name:				
Designation:				
Telephone No:				
Email:				
<b>4. Details of Firm's previous experience</b>				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Durati on of Service s	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note:

- 1 The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix-I.
- 2 Use separate form for each Sub-Consultant

## APPENDIX-I

### Form-16

#### UNCONDITIONAL BANK GUARANTEE IN LIEU OF RETENTION MONEY

To: **Managing Director, Hyderabad Airport Metro Ltd, Rasoolpura, Begumpet, Hyderabad**

PIN: 500003

WHEREAS \_\_\_\_\_ [name and address of Consultant] (hereinafter called the "Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (herein after called the "Contract".);

AND WHEREAS IT HAS BEEN AGREED BY YOU IN THE SAID contract that the Consultant has option to replace the Retention Money with an irrevocable and unconditional Bank Guarantee, in instalments of \_\_\_\_\_ (indicate the value) from a Bank acceptable to you as security for compliance with Consultant's obligations in accordance with the contract.

AND WHEREAS the Consultant has opted to replace the retention money with an irrevocable and un conditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ [amount of Guarantee in figures], \_\_\_\_\_ [amount in words], # such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

#### SIGNATURE AND SEAL OF THE GUARANTOR

Name of the Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

# An amount is to be inserted by the Guarantor, representing the amount specified in the Contract, and denominated either in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer.



**APPENDIX-I**

**Form-17**

**Form of Bid Security**

**(Demand Guarantee)**

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

**Request for Proposal No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Proposal No. \_\_\_\_\_ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[signature(s)]*

**APPENDIX-I**

**Form-18**

**(Contact Detail Form)**

**Name of Applicant:**

**Address for Correspondence:**

**Landline :**

**Fax:**

**E-mail:**

**Name of Authorised Signatory:**

**Address for Correspondence:**

**Landline:**

**Fax:**

**E-mail:**

**APPENDIX-I**

**Form-19**

**Deleted**

**APPENDIX-II**  
**FINANCIAL PROPOSAL**

**Form-1**

**Covering Letter (On Applicant's letter head)**

(Date and Reference)

To\* \*\*

Dear Sir,

Subject: Selection of Consultant for preparation of Preparation of DPR For Elevated Bus Rapid Transit System (EBRTS) Corridor from KPHB to Financial District, Hyderabad

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

**APPENDIX-II**  
**(See Clause 2.1.3)**  
**Form-2**

Sl. No.	DESCRIPTION OF ITEM	AMOUNT IN INR
<b>A.</b>	<b>RESIDENT PERSONNEL AND LOCAL COSTS</b>	
I.	Remuneration for Professional Personnel (inclusive of all personal allowances) in lump Sum	
II	Remuneration for Support Personnel (inclusive of all personal allowances) in Lump Sum	
	<b>Sub-Total - Resident Personnel and Local Costs (A) :</b>	
<b>B.</b>	<b>OVERHEAD EXPENSES @ _____% of (A) :</b>  1. Reports and Document Printing 2. Miscellaneous Expenses 3. Travel & Accommodation 4. Office Equipment's and stationery 5. Office Space (if any)	
<b>C.</b>	<b>Surveys in Lump Sum</b>	
<b>D.</b>	<b>SUBTOTAL OF( A+B+C)</b>	
<b>E.</b>	<b>GST @.....% of (E)</b>	
<b>F.</b>	<b>TOTAL (including taxes) (D+E) (in Rs.)</b>  In Indian Rupees in figures- in words-	

**NOTE: \*HAML authorized Travel and Accommodation expenses only would be reimbursed.**

## APPENDIX- III

### LIST OF BID-SPECIFIC CLAUSES<sup>\$</sup>

#### A. Clauses and appendices with non-numerical footnotes

1. Schedule-1: Terms of Reference (TOR)
  - (i) Para 6.2: Time and Payment Schedule
2. Form 3, Appendix -I Statement of Legal capacity
3. Form-5, Appendix-I: Financial Capacity of the Applicant
4. Form 6, Appendix -I : Particulars of Key Personnel
5. Form-8, Appendix-I: Abstract of Eligible Assignments of the Applicant
6. Form-9, Appendix-I: Abstract of Eligible Assignments of Key Personnel
7. Form 10, Appendix-I: Eligible assignments of Applicant
8. Form-11, Appendix-I Eligible assignments of Key persons
9. Appendix-III: List of Bid-specific clauses

#### B. Clauses and appendices with curly brackets

1. Schedule-2: Form of Agreement: Clause 9.4.2: Arbitration

#### C. Clauses and appendices with blank spaces

- 1 Schedule-2: Form of Agreement: Clause 1.10.3 and 6.1.2
- 2 Annex-7, Schedule-2: Bank Guarantee for Performance Security
- 3 Form-1, Appendix-I: Letter of Proposal
- 4 Form-2, Appendix-I: Particulars of the Applicant: Signature
- 5 Form-3, Appendix-I: Statement of Legal Capacity
- 6 Form-4, Appendix-I: Power of Attorney
- 7 Form-5, Appendix-I: Financial Capacity of the Applicant
- 8 Form-12, Appendix-I: Curriculum Vitae (CV) of Key Personnel
- 9 Appendix-II: Financial Proposal: Item E

<sup>\$</sup> This Appendix-III contains a list of clauses and appendices that would need to be suitably modified for reflecting applicant-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants. The blank spaces in Appendices may be filled up by the Applicant and the footnotes may be deleted when it submits its proposal.