



Greater Hyderabad Municipal Corporation

Request for Proposal

CONSULTANCY SERVICES FOR FEASIBILITY STUDY FOR GRADE SEPARATOR (ROB/RUB) AT LC NO:7 OF SEC-BAD-FALUKNUMA – SIVARAMPALLY-RAILWAY LINE AT SASTRIPURAM ON ROAD FROM MILARDEVPALY TO FALAKNUMA RTC BUS DEPOT, HYDERABAD..

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

SECTION – I
LETTER OF INVITATION
GREATER HYDERABAD MUNICIPAL CORPORATION

NIT NO	Name of the Work	Eligibility	Start Date / Last Date & Time for Receipt of Bids	Name and Address of the Officer & Cell No
Tender Notice No:15/SE(P-I)/GHMC/2013-14, Dt:06.07.2013	Consultancy services for feasibility study for Grade Separator (ROB/RUB) at LC no:7 of Sec-bad-Faluknama – Sivarampally-railway line at Sastripuram on road from Milardevpaly to Falaknuma RTC bus depot, Hyderabad.	The consultancy firm should have successfully rendered the services for Preparation of Feasibility Report for any 2 Projects during the last 5 years mainly pertaining to ROB's / Grade Separators / Bridges of a value of not less than Rs.10.00 Crores each. The required average annual turnover during the last 5 financial years should be atleast Rs.5.00 Crores. per annum. RFP document can be downloaded from GHMC website www.ghmc.gov.in from 08-07-2013 from 5.00 PM to 24-07-2013 up to 11.00 A.M and need to pay Rs.10,000/- in favor of the Commissioner, GHMC towards cost of RFP document, and Rs.1,250 favour of CTO, Basheer Bagh /- towards sales tax in, Hyderabad.	08-07-2013 at 5.00 PM 24-07-2013 at 11.00AM 24-07-2013 upto3.00 PM	Sri. R. Sreedhar, Superintending Engineer (Projects-I), GHMC

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

Section-II

Instruction to Bidders

1. INTRODUCTION

- 1.1. The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.2 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the office of the Superintendent Engineer Projects-I GHMC before submitting a Proposal.
- 1.3 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available the relevant data available.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client or the site, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted without assigning any reason.
- 1.5 Greater Hyderabad Municipal Corporation (GHMC) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.5.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.5.2 As pointed out in para. 1.5.1 (a) above, consultants may be hired for downstream work, when continuity is deemed essential. It will be the exclusive decision of the GHMC whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.6 It is GHMC's policy to require that consultants observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GHMC:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GHMC, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GHMC of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GHMC -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GHMC-financed contract; and
 - (d) Will have the right to require that, GHMC to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GHMC
- 1.7 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOAP/GHMC in accordance with the above Sub Para 2.1.6 (D).
- 1.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

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

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) The proposal should be from a single entity. Joint Ventures are not envisaged.
 - (ii) The proposal shall be based on the number of key professional staff-months estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm.
 - (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section V):
- i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section VB) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section - VC).
 - (iii) A brief note on the site appreciation (Section - VD)
 - (v) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section – VF).
 - (vi) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section - VG). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (05) years.
 - (vii) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections - VF and VH).
 - (viii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section VI). It shall include all the costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents & surveys; and all the other major component of the assignment.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.

4.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization is to be confirmed by a written power of attorney, accompanying the Proposal.

4.3 The original Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal", and Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer sealed envelope bearing the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.4 The completed technical and financial proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be rejected.

4.5 The Technical proposal shall be opened at the time and date specified in the data sheet by a committee of officials. The Financial Proposals shall remain sealed and deposited with GHMC until they are opened.

5. FORMAT AND SIGNING OF BIDS

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

5.5 a) Documentation Charges

The bidder is required to pay a non refundable documentation charge amounting to Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Indian National Bank / scheduled bank in favour of “**The Commissioner, GHMC**” payable at Hyderabad and Sales Tax (non refundable) of Rs. 1,250/- (Rupees One Thousand Two Hundred Fifty Only) in the form of Demand Draft on any Indian National Bank / Scheduled Bank in favour of “**CTO, Basheerbagh, Hyderabad**”.

b) Security Deposit

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

- a) A bank demand draft on any Nationalized Bank / Scheduled Commercial Bank is valid for a period of 3 months.
- b) A bank guarantee in the form given in Section – 8, from a Nationalized Bank / Scheduled Commercial Bank.

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

- 5.3 The SD shall be forfeited.
- (a) If the Bidder withdraws the Bid during the validity period of Tender.
- (b) If the bidder fails to sign the agreement for whatever the reason.

In consideration of the Executive Engineer / Superintending Engineer/Engineer-in-Chief /Commissioner of Tenders undertaking to investigate and to take into account

each tender and in consideration of the work thereby involved, all Earnest Monies deposited by the Tenderer will be forfeited to GHMC in the event of such Tenderer either modifying or withdrawing his tender at his instance within the said validity period of three months.

5.7 Other Requirements

a. The Bidder must produce PAN No. and copy of latest returns filed by them.

b. The Bidder must produce proof of Service Tax Registration.

c. Financial Standing:

i) The firm should be well versed with consultancy works for preparation of Feasibility Reports for the project value of which is not less than Rs.10.00 Crores Each.

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

5.8 The Successful Tenderer shall furnish an Security Deposit equivalent to Rs. 1,00,000/- (Rupees One Lakh Only) along with Letter of Acceptance duly signed and accepted in the form of a demand draft (valid for 3 months) / bank guarantee from a Nationalized Bank / Scheduled Bank.

5.9 Submission of Bids

5.9.1 Sealing and Marking of Bids

The signed documents shall be submitted in sealed cover. The Bidder shall also ensure that Sealed Cover shall bear his name and address along with Bid Notice No. clearly.

For submission, evaluation and selection of Consultant a **“two stage”** process has been planned. The bid document should be submitted in two parts in two separate envelopes (A & B) and put together in one single outer envelope (C).

The two parts of the proposal are

- (i) Part 1: Envelope –A containing Technical bid and
- (ii) Part 2: Envelope –B containing Financial bid.

Part 1: Envelope –A containing Technical bid of the consultant would be first opened and technical evaluation will be done as per the minimum eligibility criteria mentioned in bid document of Notice inviting Bid under Section I.

Part 2: Envelope –B containing Financial bid of only those firms, who fulfill minimum eligibility criteria prescribed in Notice inviting Bid under Section I in the ‘Part 1’ (technical evaluation) would be opened and evaluated. The final selection of the firm would be done based on the lowest LS amount quoted by the Consultant

The Consultant have to submit the complete in envelope C sealed bids on 24-07-2013 **up to 03.00 PM** for which **specially box is provided in the office of the Superintending Engineer, (Projects-I), GHMC, 6th floor, CC Complex, Tank Bund Road, Hyderabad. Telex No: 040-23225267 which will be opened after 4.00 PM on the same day** (see Notice inviting bid under Section I)

If the bid is received unsealed, or is in damaged condition such that contents are lost or damaged, GHMC will assume no responsibility for the misplacement or premature opening of the Bid. Such Bids will be summarily rejected. Any Bid opened prematurely either because of damage to the cover or because of inadequate identification will also be rejected.

6. Deadline for submission of Bids

6.1 Bids shall be received in the office of the officer designated in Section I by **03.00 PM on 24-07-2013**. They may be deposited in the Bid box provided at the address mentioned in clause 5.9.1 or forwarded by post or courier. The risk and responsibility for loss, delay, damage to the seal when sent by post/courier, shall be borne by the Bidder.

6.2 If the date of submission of Bids is declared a holiday the next working day will be treated as the last date for submission of Bids.

6.3 The Bid should be in the prescribed form as described in Clause 5.9

6.4 The GHMC may, at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with Clause 3, in which case all rights and obligations of the GHMC and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

6.5 Late Bids

Any Bid received after the deadline for submission of Bid as stated in Clause 3, or as subsequently extended by the GHMC, will be returned to the Bidder unopened.

6.6 Modification and withdrawal of Bids

6.6.1 The Bidder may modify or withdraw his Bid, provided that the modification or notice of withdrawal is received in writing by the GHMC prior to the prescribed dead line for submission of Bids.

6.6.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked "Modification" or "Withdrawals" as appropriate and delivered in accordance with Clause 5.9

6.6.3 NO Bid may be modified after the deadline for submission of Bids.

- 6.6.4** Withdrawal of a Bid by a Bidder during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid shall result in the forfeiture of the EMD.

Bid opening and evaluation

7 Bid opening

- 7.1** The Superintending Engineer, (Projects-I), GHMC, Hyderabad will open the Bids and any submissions made pursuant to Clause 1.3 (e) under Section I, in his office after 3.00 **PM on 24-07-2013** in the presence of any of the Bidders or their representative who choose to attend, all of whom sign a register as evidence of their attendance.
- 7.2** Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18, shall not be opened and shall be returned to the Bidder on completion of the Bid acceptance process.
- 7.3** Cover of the remaining Bids shall be examined and their conditions will be noted. Any Bid in which the Cover is found unsealed or is damaged such bid shall be rejected and minuted.
- 7.4** The Bid shall be rejected if:
- i) The PAN is not enclosed
 - ii) Price bid containing financial proposal is not enclosed
 - iii) Project Experience Record is not enclosed
 - iv) Activity Schedule is not enclosed
 - v) Bio-data of Technical Personnel for the work is not enclosed
 - vi) There are any criminal cases pending..
 - vii) If the affidavit is not enclosed.
 - viii) If the Power of Attorney is not enclosed.
 - ix) If the history of criminal cases is not enclosed.
 - x) If the record of litigation and arbitration is not enclosed.

7.5 Clarification of Bids

To assist in the examination, evaluation and comparison of the Bids, the GHMC may ask Bidders individually for clarification of their Bids. The request for clarification and response shall be in writing or by cable. However, no change in the Bid amount or substance shall be sought, offered or permitted by the GHMC, during the evaluation of the Bids except as provided in Clause 26.

7.6 Determination of responsiveness

- 7.6.1** Prior to the detailed evaluation of Bids, the GHMC will determine whether each Bid has been submitted in the proper form and whether it is substantially responsive to the requirements of the Bid documents. Bids, which have not been submitted in the proper form, will be rejected.
- 7.6.2** Any Bid which is not substantially responsive to the requirements of the Bid documents will be rejected by the GHMC and may not subsequently be made

responsive by the Bidder correcting or withdrawing the non-conforming deviation(s) or reservation(s).

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

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

7.7. PROPOSAL EVALUATION

7.7.1 General

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

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

7.7.3 Evaluation of Technical Proposals

The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

7.7.4 Criteria for Evaluation Evaluation of Technical Proposals

i) In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, Site Appreciation proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants who's Technical Proposals score 80 marks or more out of 100 shall qualify for further consideration.

ii) The scoring criteria to be used for evaluation shall be as follows.

ITEM CODE	PARAMETER	MAXIMUM MARKS	CRITERIA
1	Firm's Experience	30	70% of the maximum marks shall be awarded for the two numbers of Eligible Assignments successfully completed by the Applicant firm during the preceding 5 Years. The remaining 30% shall be awarded for additional eligible assignments particularly undertaken for the preparation of Feasibility Report/DPR for major Flyovers/ROBs/Bridges over & above the two eligible assignments
2	Proposed Methodology Work Plan & Site Appreciation	20	Evaluation will be based on the quality of submission.
3	Relevant Experience of the Key Personnel	50	70% of the maximum marks for each Key Personnel shall be awarded for a minimum of 2 numbers of Eligible Assignments the respective Key Personnel has worked on. The remaining 30% shall be awarded for the total number of additional eligible assignments particularly undertaken for the preparation of feasibility & Detailed Project Reports of major Flyovers / ROBs/ Bridges over and above the eligible two assignments
3 (a)	Senior Highway Engineer cum Team Leader	12	Minimum experience of 15 Years after Graduation or 10 years after Post Graduation. Should have worked as leader or head of a detailed project report (DPR) team for at least 2 Eligible Assignments
3 (b)	Bridge Engineer	12	Minimum experience of 10 Years after Graduation or 5 years after Post Graduation. Should have worked as Bridge Engineer for at least 2 Eligible Assignments.
3 (c)	Structural Designer	12	Minimum experience of 5 Years after Post Graduation. Should have worked as Structural Designer for at least Two Eligible Assignment during the past 5 years
4	Traffic Engineer	8	Minimum experience of 5 Years after Post Graduation. Should have worked as Traffic / Transport Engineer / Planner for at least 1 Eligible Assignment during the

			past 5 years
5	Pavement Specialist	6	Minimum experience of 5 Years after Graduation. Should have worked as Pavement Specialist for at least 1 Eligible Assignments during the past 5 years.

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

7.7.5 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of preparation of Feasibility Report / Detailed Project Report including engineering surveys and / or for the following projects shall be deemed as eligible Assignments. Detailed Survey and preparation of Feasibility Report / Detailed Project Reports for major bridge / flyover/ROB, including the pavement design for viaduct portion and the approaches for a construction cost of not less than Rs. 10.00 Crores each.

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

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

7.7.6 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total cost indicated in the Financial Proposal will be the main criterion.

The GHMC will determine whether the Financial Proposals are complete, qualified 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 will be zeroed in on for award of work.

7.7.7 Final Evaluation

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

7.7.8 Opening and Evaluation of Financial Proposals

- After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 2 days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 7.7.9 The Financial proposals shall be opened in the presence of the consultants representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 7.8 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 7.9 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

8 Negotiations

- 8.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 8.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 8.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

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

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

9 AWARD of CONTRACT

9.1 The GHMC will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

9.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10 CONFIDENTIALITY

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

11. DATA SHEET

Information to Consultants

Clause Ref.

- 11.1 **The name of the Client:** - The Greater Hyderabad Municipal Corporation(GHMC)
- The method of selection** - Least Cost Selection
- 11.2 A technical and a Financial Proposals are requested - Yes
- 11.3 The name, objectives and description of the Assignment - As per TOR
- 11.4 The assignment is phased: as below
a) Inception Report
b) The Draft Feasibility Report
c) Final Feasibility Report
- 11.5 A pre-proposal conference will be held – No
- 11.6 The Client will provide the following** -The GHMC shall provide the consultant with Inputs the available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

12 Clarifications may be requested upto Seven days prior submission of the tender.

The address for requesting clarifications is:

Superintending Engineer (Projects)

Greater Hyderabad Municipal Corporation

Telephone: 9849006071

- 12.1 Proposals should be submitted in the following language(s): - English
- 11.1.1 (i) Short listed Consultants may associate with other short listed Consultant - No
- (ii) The minimum required experience of proposed key professional staff is evaluation - As Detailed in criteria for
- (iii) Reports which are part of the assignment must In the following language - English

- (iv) Training is a feature of this Assignment - No.
- 12.2 Validity of the proposal - 90 Days
- 12.3 Consultants must submit Technical proposal. However, the financial proposal should be in the original form in two Separate Causes.
- 12.4 Proposals must be submitted not later than the following date and time: - As per NIT
- 12.5 The address to send information to the Client is- Superintending Engineer(Projects-I)
Greater Hyderabad Municipal Corporation Telephone:
Fax:
- 12.6 The Assignment is expected to commence - Immediate on issue of Letter of Acceptance

SECTION III
GENERAL CONDITIONS OF CONTRACT

1 General Provisions

1.1 Definitions

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

- (a) “Applicable Law means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Agreement” means the Agreement signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 2 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.3;
- (d) “Employer”, “GHMC” means Government of Andhra Pradesh
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India or the Government of Andhra Pradesh as the case may be.
- (g) “Local currency” means Indian Rupees;
- (h) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Local Personnel” means such persons who at the time of being so hired had their domicile inside India; and “Key Personnel” mean the personnel referred to in Clause GC 5 of TOR
- (j) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) “Commissioner/Superintending Engineer” means the Commissioner / Superintending Engineer, GHMC or Employer.

- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (m) “Sub-Consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.
- (o) “Technical Proposal” means the technical proposal submitted by the consultant and accepted by the Employer.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant, subject to this Contract, 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 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Indian and Andhra Pradesh State.

1.4 Language

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

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

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

Employer: The Commissioner,
Greater Hyderabad Municipal Corporation,
Tankbund Road,
Hyderabad,
Tele Fax No.23225267

1.6.1 Notice shall be deemed to be effective as follows:

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

1.7 A party may change its address for notice hereunder by giving the other party notice of such change to the other party.

1.8 **Location**

The Services shall be performed at Hyderabad (**by establishing local office at Hyderabad along with land line phone and Fax facility**) and such locations as are specified by the Employer, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.9 **Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Member shall authorize one of the entities to act on their behalf in exercising all the consultants rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

2 **Authorized Representatives**

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Employer or the consultants may be taken or executed by the officials authorized by the GHMC and the consultant.

2.1 **Taxes and Duties**

Unless otherwise specified, the Consultants shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

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

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

2.2. **Commencement, Completion, Modification and Termination Of Contract**

2.3 **Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice/Work order to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.4 **Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.5 **Commencement of Services**

The Consultants shall begin carrying out the Services at the end of Maximum 10 days period after the Effective Date/Work order date.

2.6 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 3 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

2.7 **Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.8 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.9 **Force Majeure**

(i) Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, Court orders either directly or indirectly effecting the services or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of Contract

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

iii) Measures to be taken

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

iv) Payments

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

v) Consultation

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

vi) Suspension

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

vii. Extension of Time

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

3 Termination

3.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9.5.3 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the borrower of the benefits of free and open competition.

3.2 **By the Consultants**

The Consultant, may by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract.

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 9.5.3 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant, are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

3.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.4 or 3 hereof, or upon expiration of this Contract 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,
- (ii) the obligation of confidentiality set forth in Clause GC 3.9 hereof,
- (iii) any right which a Party may have under the Applicable Law.

3.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.1 or 3.2 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 Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 5 or 6 hereof.

3.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 3.1 or 3.2 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to Clause GC 9.1 hereof for Services satisfactorily performed prior to the effective date of termination.

- (ii) Reimbursable expenditures pursuant to Clause GC 9.1 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 3.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

3.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 3.1 or in Clause 3.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 9.5.3 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.7. Obligations of the Consultants

3.7.1 General

3.7.2 Standard of Performance

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

The detailed engineering drawings/fit for construction/working drawings shall be submitted to the engineer in charge/executive engineer for approval and comply with the comments/suggestions given with out any additional cost. Not with standing any approvals of the client, the consultant shall remain fully responsible for quality and corrective ness of his work.

The services comprises of architectural, structural, electrical, plumbing, lighting, telecommunication, signage, lifts and fire fighting arrangements, landscaping, parking, water supply and treatment of water etc, including site visits as and when required during the execution.

3.7.3 Law Governing Services

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

3.7.4 Conflict of Interests

3.7.5 Consultants not to Benefit from Commissions, Discounts, etc.

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

3.7.6 Consultants and Affiliates not to engage in certain Activities

The Consultant agree that, during the term of this Contract and after its termination, the Consultant 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 or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.8 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants 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 Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the contract.

3.9 Confidentiality

The Consultant, their Sub consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Employers business or operations without the prior written consent of the Employer.

4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultant liability under this Contract shall be as provided by the Applicable Law.

4.1 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, at their own cost, insurance against the risks, and for the coverages,

- i) Third party motor vehicle liability in respect of motor vehicles operated by the consultant or their personnel.
- ii) Professional liability insurance, with a minimum coverage equal to the cost of this contract.
- iii) Employer's liability and workers compensation insurance as per applicable law.

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

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

4.2 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and shall permit the Employer or its designated representative to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

4.3 Consultant' Actions requiring Employer's prior Approval

The Consultant shall obtain the Employers prior approval in writing before taking any of the following actions:

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 Employers 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 Contract; and

4.4 Specific Responsibilities of the Consultant

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

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

4.5 Reporting obligations

The Consultant shall submit to the Employer the reports and documents specified in Appendix A hereto. At the end of the project before the final payment the consultant shall submit a set of all working drawings / good for construction with a project completion report.

The Consultant is expected to provide suitable presentations of the project during the review meetings of the client / employer.

All submission of the Consultant such as drawings, designs, estimates, reports, etc., shall be of five hard copies and three soft copies each. Drawings shall be of AO / A1 sizes.

The Consultant / concerned expert of Consultant shall regularly visit the site during construction and certify in the site register that their drawings are being correctly interpreted at site and the finishing is of acceptable quality.

5 Documents prepared by the consultant to be the property of the employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant, shall not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. The Consultant shall however not use these documents for any purpose to any agency other than the client with out prior written approval of the client.

6 Equipment and Materials furnished by the Employer.

Equipment and materials made available to the Consultant by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

7. Consultants' Personnel

7.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services from time to time under intimation to the Engineer-in-Charge/Executive Engineer.

7.2 Resident Project Manager

The Consultants shall ensure that at all times during the Consultant' performance of the Services, a Resident Engineer shall take charge of the performance of such Services.

8. Obligations of the Employer

8.1 Assistance and Exemptions

Employer shall use its best efforts to ensure that the Employer shall provide the Consultant, Sub- Consultant and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Consultant, Sub- Consultant or Personnel to perform the Services;

8.2 Access to Land

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub- Consultant or the Personnel of either of them.

8.3 Change in the Applicable Law

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

9 Time Schedule:

9.1. Payments to the Consultant

Billing and payments in respect of the Contract shall be made as stated in schedule in 2 under TOR. All payments shall be made in Indian Rupees.

9.2 Mode of Billing and Payment

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

(a)The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents.

9.3. Fairness and good faith

9.3.1 Good Faith

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

9.3.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

9.4 Secrecy And Confidentiality

You are expected to maintain utmost Secrecy and confidentiality on any proprietary information / data / reports that may be provided by us orally or in writing and collected by you during the course of this contract.

9.5. Settlement of Disputes

9.5.1 Amicable Settlement

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

9.5.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the contract.

9.5.3 Arbitration

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultant in connection with, or arising out of the Consultant, of the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Executive Engineer who shall, within a period of thirty days after being requested by the Consultant to do so, given written notice of his decision to the Consultant. Upon receipt of the written notice of the decision of the Executive Engineer the Consultant shall promptly proceed without delay to comply with such notice of decision.

If the Executive Engineer fails to give notice of his decision in writing with in a period of thirty days after being requested or if the Consultant is dissatisfied with the notice of the decision of the Executive Engineer, the Consultant may with in Thirty days after receiving the notice of decision appeal to the Superintending Engineer of the Employer who shall afford an opportunity to the Consultant to be heard and to offer evidence in support of his appeal, the Superintending Engineer of the Employer shall give notice of his decision within a period of thirty days after the Consultants has given the said evidence in support of his appeal, subject to arbitration. As hereinafter provided. If the Superintending Engineer fails to give notice of his decision in writing within a period of thirty days after being requested or if the Consultants is dissatisfied with the notice of the decision of the Superintending Engineer, the Consultant may within thirty days after receiving the notice of decision appeal to the Chief Engineer of the Employer, who shall afford an opportunity to the Consultant to be heard and to offer evidence in support of his appeal, the Chief Engineer of the Employer shall give notice of his decision within a period of thirty days after the Consultant has given the said evidence in support of his appeal, subject to arbitration as hereinafter provided. Such decision of the Chief Engineer of the Employer in respect of every matter so referred shall be final and binding upon the Consultant and shall forthwith be given effect to by the Consultant, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Chief Engineer of the Employer has given written notice of his decision to the Consultant and no claim to arbitration, has been communicated to him by the Consultant within a period of thirty days from receipt of such notice, the said decision shall remain final and binding upon the Consultant. If the Chief Engineer of the Employer shall fail to give notice of his decision, as aforesaid, within a period of thirty days after being requested as aforesaid, or if the Consultant be dissatisfied with any such decision, then and in any such case the Consultant within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. Except as otherwise providing in the contract, any dispute and differences arising out of or relating to the contract shall be referred to adjudication as follows:

(i).Settlement of all claims upto Rs.50,000/- in value and below by way of arbitration to be referred as follows:

(a). Claims up to Rs.10,000/- : **Superintending Engineer**
 GREATER HYDERABAD
 MUNICIPAL CORPORATION,
 Hyderabad

(b). Claims above Rs.10,000/- : **Chief Engineer**
 and upto 50,000/- in Value GREATER HYDERABAD
 MUNICIPAL CORPORATION
 Hyderabad

The Arbitration proceedings will be conducted in accordance with the provisions of the Arbitration Act., 1990 and as amended from time to time. The Arbitrator shall invariably give reasons in the award.

- (ii) Settlement of all claims above Rs.50,000/- in value,
- (a). All claims above Rs.50,000/- in value shall be decided by the Civil Court of competent jurisdiction by way of a regular suit and not by Arbitration.
- (b). A reference for adjudication under this clause shall be made by either party to the contract with in six months from the date of intimating the Contractors of the preparation of final bill or his having accepted payment whichever is earlier.
- c) The relevant clause of A.P. Standard Specification Stands modified to the extent provided in this clause.

10 FORECLOSURE

10.1 The Employer may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

10.2 Up on termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Employer.

10.3 The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.

SECTION – IV

TERMS OF REFERENCE

1.1 BACKGROUND

GREATER HYDERABAD MUNICIPAL CORPORATION (GHMC) IS DESIROUS OF OBTAINING CONSULTANCY SERVICES FOR FEASIBILITY STUDY FOR GRADE SEPARATOR (ROB/RUB) AT LC NO:7 OF SEC-BAD-FALUKNUMA – SIVARAMPALLY-RAILWAY LINE AT SASTRIPURAM ON ROAD FROM MILARDEVPALY TO FALAKNUMA RTC BUS DEPOT, HYDERABAD

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

2 OBJECTIVES & DESCRIPTION OF ASSIGNMENT

Objectives

The main objectives of the service shall be to prepare **Feasibility study for grade separator (ROB/RUB) at LC no:7 of sec-bad-faluknuma –sivarampally-railway line at sastripuram on road from milardevpaly to falaknuma rtc bus depot, hyderabad**

Through all the project phases, GHMC will expect the Consultant to illustrate the interest and commitment to utilize the latest national and international development construction techniques in order to promote fast, efficient, economical and sound completion of the works. It is the intention of GHMC to be among the forerunners in applying modern bridge construction techniques.

2.1 Detailed scope of services for preparation of Feasibility Report

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

- Detailed Topographic Survey in the Study area
- Detailed Geo-Technical investigations
- Detailed Traffic Surveys
- Fixing the Alignment
- Preliminary design and cost estimation.
- Feasible General Arrangement of Grade Separator.

4.2.1 Deliverables

- Based on the surveys, investigations and their interpretations, following are submitted:
- Topography Survey Plan drawing for the study area covering the existing road and road side details.
- Traffic Study including Pedestrian count.
- Surface level improvement based on the traffic data and justifying the alignment chosen by GHMC.

- Surface level treatment at the junctions.
- Layout and typical cross section drawing for recommended flyover
- Feasible GAD of Grade Separator (ROB/RUB).
- Plans of all surface and underground utilities (Existing and relocated)

Detailed Scope of Services

5. General Scope of Assignment : The Consultant shall collect the available data and information relevant for the project. As far as possible the construction structures shall be within the existing ‘right of way’ minimizing the requirements of land acquisition with the main intension of avoiding. delays during construction. The recommended proposal and designs shall have maximum benefits to the road users of this road stretch (both immediate and in the long term) and be cost effective. The consultant shall conduct necessary surveys and furnish land acquisition details for further processing.

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

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

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

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

5.1 General

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

5.2 Preliminary works like setting and maintenance of permanent benchmarks, reference points, central line of the carriageway, etc., shall be prepared by Total Station. It shall also include making adjustment in the layout, if required, as per site conditions and as directed by the GHMC. The layout shall be got approved from the GHMC before starting actual work. Existing levels of the area under the scope of work shall also be recorded.

5.3 Provision to be made for all safety measures for traffic, pedestrian, workmen, Equipment etc., as considered necessary by the GHMC during field surveys.

5.4 Identification of services like sewer lines, water supply lines, electric and telephone cables, etc., and finalization of founding levels by drilling bores up to the rock level.

5.5 It is also made clear that the intending tenderer should visit the site of work and physically assess the activities that are involved for completing the detailed Project Report.

5.6 The tenderer shall assess with due care the supplementary site investigations needed to verify all topographical, hydrological and other site data also collect such additional site data / geotechnical data as may be necessary for completing the job.

6. Detailed Field Investigations

A detailed investigation is required for the following

6.1 Field Surveys and Investigation

Topographical Survey

a) Reconnaissance Survey: Reconnaissance Survey must be conducted at major intersections before commencing the field surveys to appreciate the existing site conditions and movement patterns. This Reconnaissance Survey to be used in planning the traffic and topographic surveys as well as Geo- Technical Investigations. Reconnaissance Survey includes permanent control points and Bench marks, Topographic details, traffic surveys , intersection volume counts and pedestrian surveys Detailed Topographical Survey in the study area includes the Topography survey plan drawing for the study area covering the existing road and roadside details.

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

Traverse and detailed topographic survey to be carried out using only Total Station of 1-sec accuracy. An auto level of standard make to be used for establishing benchmarks and vertical control.

The survey activity to be conducted in a sequential manner

i) Traverse survey ii) Height Control Survey and iii) Detailed topographic survey.

All relevant observations are to be recorded and maintained in field book

c) **Topographic Details**

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

- i. Electrical poles and lines, telephone pole and lines, high-tension lines and towers, transformers, manholes, repeater stations.
- ii. Transmission lines crossing the road and relative height of HT tower
- iii. Tree position and girth measured at 1.2m from ground level.
- iv. Building lines, type of buildings (kutcha /semi pucca/ pucca/shops /houses etc.), building frontage.
- v. Existing road pavement edges, shoulders, median top and bottom, centre line of carriageway, footpaths top and bottom, kerb stones, km / hectometre stones installed in shoulder/footpaths.
- vi. Location of traffic islands top and bottom, channelling islands top and bottom, rotaries, traffic signals, traffic signs and police chowiks with its locations.
- vii. Location of bus bays / bus stops, parking areas, taper length, roadway width.
- viii. Places such as temples, temple mast, mosque, church, graveyard etc., its location, boundary lines and compound walls, and entrances with gate.
- ix. Locations of clearly identifying the type of buildings (open/closed/ kutcha / pucca, with foot path).
- x. Residential, commercial, shops and business established areas etc.
- xi. Identification of all bridges and structures – including location, width of bridge, span arrangement, position of piers / abutments
- xii. The topographical survey shall cover a minimum distance of 500m on either side of 6 no. junction including the section in between the junctions.
- xiii. Details of roads crossing the alignment. All cross roads are surveyed for a minimum distance of 100m beyond the survey corridor width.

6.2.1 Detailed Traffic Study and Surveys:

To reduce the congestion during peak hours at this junction, GHMC has proposed a grade separation movement of the traffic at lc no.7 on Secunderabad-Falaknuma-Sivrampally Railway line at Sastripuram on Road from Mailardevpally to Falaknuma RTC Bus Depot. The traffic study should include traffic count at peak hours, pedestrian analysis, train traffic count, traffic growth rate, Average annual growth rate, growth rate based on Economic indicators, Predicted traffic growth rate at project locations, Estimated traffic growth rates, and lane requirements. Finally surface level improvement Based on the traffic data and justifying the alignment chosen.

a) Traffic Study Reconnaissance Survey

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

b) Traffic Surveys

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

6.2.2 TRAFFIC ANALYSIS

should include the following factors

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

7. DETAILED GEO TECHNICAL SURVEY:

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

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

Laboratory Investigation

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

- Grain size analysis.

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

Sub Soil Profile Recommendations

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

7.1 HORIZONTAL ALIGNMENT FIXING & VERTICAL ALIGNMENT FIXING:

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

8. GAD (GENERAL ARRANGEMENT DRAWING)

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

9. PLANNING & DESIGN CRITERIA

9.1 Alignment & Roadway Design Design Criteria - Alignment

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

9.2 Design Standards

- i) ROB/RUB Geometry
- ii) Design Speed.

9.3 Horizontal Alignment

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

9.4 Vertical Alignment

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

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

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

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

9.6 General Requirements

- i. Design Criteria shall generally satisfy the following requirements
- ii. It shall ensure soundness of the structure, its durability and architectural beauty as a whole in harmony with the surroundings. Aesthetics shall be given a special consideration.
- iii. The superstructure shall have minimum number of expansion joints for better riding surface .
- iv. Structural arrangement could be with deck continuity or structural continuity over the support
- v. Structural steel for superstructure shall not be permitted.
- vi. Piers in the form of multiple columns with isolated/separate footings are not permitted.
- vii. Superstructures with which the roadway cannot be easily widened in future, such as bow-string girders, through trusses, etc. are not permitted.

9.7 FEASIBILITY STUDY :

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

9.7.1 The Feasibility Study and Report should cover the following:

- Topographic survey with all necessary details pertinent to the project
- Field investigations – Geotechnical
- Locating existing utilities to the extent possible
- Details of right of way available and requirement of acquisition, particularly at the starting and ending locations, junctions and interchanges, if any.
- Traffic surveys pedestrian survey and analysis
 - Classified Traffic Volume counts
 - Limited Origin & Destination Surveys
 - Speed and delay studies
 - Traffic Surveys for the design of road junctions, timings of existing signals, delays to

- classified road traffic.
- Requirements of safety measures to pedestrians and other road users
- Constraints if any in the development of grade separators.
- Schemes of alternative proposals, construction techniques with salient features (including relative advantages and limitations)
- Base line cost estimate

Recommended alternative by the consultants with justification.

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

- Description of the scope of the project
- Proposed construction technology / methodology.
- Different types of surveys / studies carried out including soil investigations drainage problems and proposed improvement measures and additional studies proposed to be carried out, if any.
- Design standards and methodology adopted
- Baseline estimate of costs.
- The implementation programme involving pre-qualification, bidding, construction supervision and contract management shall be drawn up and presented in the form of bar chart.
- Traffic management proposal during the construction period.
- A survey of utility services / utility lines visible above the ground.

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

9.7.3 The Feasibility Report

The feasibility report consist of the following

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

9.7.4 The feasibility report shall be accompanied by the following drawings:-

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

9.8 Cost Estimate

The project estimate shall give a clear picture of the financial commitment involved and shall be realistic. The quantities determined to a reasonable degree of accuracy and the rates provided on a realistic basis. A.P.Standard Data/MORTH/MORD and currently applicable A.P. Standard Schedule of Rates shall be adopted.

9.9 Drawings

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

9.10 TENDER DOCUMENTS

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

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

10. SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

Sl.No.	Activity	End date of submission from the date of letter of award.
1	Inception report	10th day
2	Draft Feasibility Report	20th day.
3	Final Feasibility Report	30 th day.

11. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT.

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

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

- | | |
|---|---|
| iv) On submission of the Inception Report. | Thirty (30) Percent of the Rate quoted . |
| v) On submission and approval of the Draft Feasibility Report. | Forty (40) Percent of the Rate quoted . |

vi) On **Submission and approval of Final Feasibility.** **Thirty (30) Percent of Rate quoted .**

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

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

14. FINAL OUT PUT

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

15. REVIEW AND MONITORING OF CONSULTANTS WORK.

The Consultants shall present the detailed project report to the Superintending Engineer, GHMC who will review the technical details on behalf of the GHMC and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted.

16. KEY PROFESSIONALS FOR THE REQUIRED SERVICES:

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

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

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

SECTION V. TECHNICAL PROPOSAL - STANDARD FORMS

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

V A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From.....

To

Ladies/Gentlemen:

Sub.: Consultancy services for feasibility study for Grade Separator (ROB/RUB) at LC no:7 of Sec-bad-Faluknama –Sivarampally-railway line at Sastrupuram on road from Milardevpaly to Falaknuma RTC bus depot, Hyderabad.

@@@

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

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

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant: Address:

V B. CONSULTANT'S REFERENCES
Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

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

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

Consultant's Name : _____

**V C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS
OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

V D. SITE APPRECIATION

**V E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

V F. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

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

2. Support Staff

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

**V G. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed

Position:

Name

of

Consultant:

Name

of

Staff:

Profession:

Date

of

Birth:

Years with Firm/Entity: _____ Nationality:

Membership

in

Professional

Societies:

Detailed

Tasks

Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

[Signature of staff member and authorized representative of the Consultant]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

V H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

S l. N o	Name	position	Reports Due/ Activiti es	Weeks (in the form of a Bar Chart)*												Number of weeks	
				1	2	3	4	5	6	7	8	9	10	11	12		
1																	Sub total
2																	(1)
3																	Sub total
4																	(2)
																	Sub total
																	(3)
																	Sub total
																	(4)

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

Signature : _____
 (Authorized Representative)

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

Full Name: _____
 Title: _____
 Address: _____

V I. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Weekwise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>											
Sl. No	Item of Activity (work)	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th

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

/

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report (IR)	
2. Draft Feasibility Report (DFR)	
3. Final Feasibility Report (FFR)	

** MODIFY AS REQUIRED FOR THE ASSIGNMENT*

**SECTION – VI
FINANCIAL PROPOSAL
STANDARD FORMS**

Sl.No.	Description	Page No.
VI A	Price Bid	
VI B	Format for Financial Bid	
VI C	Form of Bid	

**SECTION – VI
VI A - PRICE BID**

From

**To
The Superintending Engineer
(Projects – I),
Greater Hyderabad
Municipal Corporation**

Sir,

**Sub: Consultancy services for feasibility study for Grade Separator (ROB/RUB) at
LC no:7 of Sec-bad-Faluknama –Sivarampally-railway line at Sastripuram on
road from Milardevpaly to Falaknuma RTC bus depot, Hyderabad**

Ref: No: 15/SE(P-I)/GHMC/2013-14, Dtd.06/07/2013

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

Yours faithfully,

Signature_____

Full Name

Address

(Authorised Representative)

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

FROM

To:
The Superintending Engineer
(Projects – I), GHMC

Sir:

Sub: Consultancy services for feasibility study for Grade Separator (ROB/RUB) at LC no:7 of Sec-bad-Faluknama –Sivarampally-railway line at Sastripuram on road from Milardevpaly to Falaknuma RTC bus depot, Hyderabad

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

Name of the work	Lumpsum Remuneration in Figures	Lumpsum remuneration in words.
Consultancy services for feasibility study for Grade Separator (ROB/RUB) at LC no:7 of Sec-bad-Faluknama –Sivarampally-railway line at Sastripuram on road from Milardevpaly to Falaknuma RTC bus depot, Hyderabad		

Total quoted fee is Rs. _____ (In words _____). Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. (90 days from Due Date for Receipt of Bids).

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

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Consultant

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Superintending Engineer(P-I)
GHMC

**SECTION – VI
FORM OF BID (VI C)**

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

Sir,

I / We,.....do hereby Bid and, if this Bid be accepted Under take to execute the following consultancy works, viz **Consultancy services for feasibility study for Grade Separator (ROB/RUB) at LC no:7 of Sec-bad-Faluknama – Sivarampally-railway line at Sastripuram on road from Milardevpaly to Falaknuma RTC bus depot, Hyderabad.** As per the terms of reference and Conditions of Contract.

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

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

I / We.....hereby distinctly and expressly declare and acknowledge that before the submission of my /our Bid, / We.....have carefully followed the invitation to Bids and Instructions to Bidders and have read the Conditions of Contract, Terms of Reference and that I / We.....have made physical inspection of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me / us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the Contract, and in the Terms of Reference; and distinctly agree that I/Wewill not hereafter make any claim or demand upon the GHMC / Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

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

Consultant

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Superintending Engineer(P-I)
GHMC

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

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

I / We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this.....day of20.....
Signature.....in the Capacity of.....duly authorized to sign the Bid for an on behalf of (Block Capitals)

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

(Signature of Witness)
GHMC

**SECTION - VII
CONTRACT FOR CONSULTANT'S SERVICES**

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2013, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

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

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

WHEREAS (a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

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

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

Consultant

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Superintending Engineer(P-I)
GHMC

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

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

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

FOR AND ON BEHALF OF EACH OF THE
MEMBERS OF THE CONSULTANTS

[Name of Member]
By
(Authorized Representative)

[Name of Member]
By
(Authorized Representative)
etc.

SPECIAL CONDITIONS OF CONTRACT

Form of Letter of Acceptance

From:

To

Gentlemen,

Sub: - Bid for.. ..

Ref: - Your Bid for the above work

* * * * *

Kindly refer to your letter No. dated.
..... forwarding your Bid in response to Invitation to Bid
No.....

You are hereby informed that the referenced Bid is accepted.

You are requested to furnish the security deposit in the form specified in the Conditions of Contract within seven days of the receipt of this letter and are also requested to be present all the Office of the Superintending Engineer, (Projects-I), GHMC for execution of Contract documents along with non judicial stamp paper are per conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Bid documents subject to modifications accepted by the Superintending Engineer, (Projects-I), GHMC.

Please return this copy duly accepted and signed.

Yours sincerely,

(Signature)

Accepted

Signature, Name & Designation
Seal of Firm

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

Whereas _____ (name of the firm) (hereinafter called 'CONSULTANT') wish to participate in Tender Notice No. _____, dated: _____, of the Commissioner & Special Officer, GHMC, Hyderabad (hereinafter called the GHMC) for (Name of work) '-----

-----"
-----"

AND WHEREAS in terms of the Tender conditions the Consultant is required to furnish to the GHMC a Bank Guarantee for a sum of Rs. _____ (Rupees _____) as earnest money against the Consultant's offer aforesaid.

And whereas we, _____ Bank, _____ b ranch have at the request of the Consultant agreed to give to the GHMC this guarantee as hereinafter contained.

We, _____ bank, _____ branch, hereby undertake the guarantee to pay immediately to the GHMC, on demand in writing by the GHMC, an amount of Rs. _____ (Rupees _____) without any reservation and recourse if the Tender shall for any reason withdraw whether expressly or implied their said Tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by the GHMC.

We, the _____ Bank, _____ further agree to that our liability to pay the aforesaid amount is not dependent or conditional on the GHMC proceeding against the Consultant and we shall be liable to pay the amount without any **demur**, merely on a claim raised by the GHMC.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the GHMC in respect of such liability under the guarantee is restricted by Rs. _____ (Rupees. _____). Our guarantee shall remain in force until _____. We shall be relieved and discharged from all our liability hereunder.

We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the GHMC in writing.

Station

Name of the Bank

Form of Agreement

THIS AGREEMENT is made on theday of20 between name of Employer)of (mailing address of Employer)hereinafter called “the Employer”, of the one part and (name of Contractor)..... (hereinafter called” the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain work should be executed, viz(brief description of Works)..... and has, by Letter of Acceptance dated(dated of Letter of Acceptance).....accepted a Bid by the Contractor for the execution, completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) this Form of Agreement;
 - b) Section I: Notice Inviting Bid
 - c) Section II: Instructions to Bidders
 - d) Section III: General Conditions of Contract
 - e) Section IV: Terms of reference
 - f) Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement.
 - g) Section VI: Schedules of Supplementary Information
 - Schedule A - Form of Bank Guarantee for EMD
 - Schedule B - Income Tax PAN No.
 - Schedule C - Project Experience Record
 - Schedule D - Methodology of Work
 - Schedule E - Activity Schedule
 - Schedule F - Equipment
 - Schedule G - Bio-data of Technical Personnel for the work
 - Schedule H - Record of arbitration and Litigation
 - Schedule I - History of Criminal cases
 - Schedule J - Form of General Power of Attorney
 - Schedule K - GPA Affidavit
 - Schedule L - Affidavit
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.

4. in consideration of the payment to be made by the Employer to the Contract as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provision of the Contract.
5. the Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the time and in the manner prescribed by the Contract.

In witness where of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed And Delivered.

By the said

By the said

Name

On behalf of the Contractor

In the presence of:

Name.....

On behalf of the Contractor

In the presence of:

.....

Name

Address.....

.....

Name

Address.....

SECTION VII

Schedules of supplementary information

SCHEDULE – A

PROFORMA
IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE
FOR CAUTION DEPOSIT /SECURITY DEPOSIT

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

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

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

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount

claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

DATE..... SIGNATURE OF THE BANK

WITNESS..... SEAL.....

(Signature, Name and Address)

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

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

SCHEDULE – B
Income Tax and PAN No.
Identification and financial data sheet

Audited Financial Statements (Balance sheet and profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed illustrative example is also enclosed for guidance).

Financial statement (Balance sheet and Profit and loss account) for the previous financial year including liabilities and contingent liabilities and projects in progress in the same format as above (in case audited accounts are not available)

Financial statement (balance sheet and profit and loss account) for the latest financial position (2 to 3 months prior to Bid date) including liabilities, contingent liabilities in the same format as above.

Solvency Certificate for each of the five years from Bank Certificate for credit limits from Bank.

Note:

If the Bidder is a company, annual reports of the financial year 2000 to 2005, along with audited report under the companies act shall be furnished.

In case the Bidders other than the companies, if the turnover in any of the above financial years exceeds Rs. 15 Crores per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44 AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs. 15 Crores.

In case of Bidders other than the companies, if the turn over in any of the above financial years does not exceed Rs. 15 Crores per annum, the following certificate shall be given by the Chartered Accountants for every year for the Profit and Loss Account and the Balance sheet. "We have audited the above Profit and loss account / Balance sheet of _____ as on _____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and profit and loss account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit."

Originals of the certificates shall be produced at the time of opening Bids.

BALANCE SHEET		(Rs. Lakhs)				
Liabilities	31-03-2013	31.03.12	31.03.11	31.03.2010	31.03.2009	
1.Paid up Capital						
2.Reserves and Surplus						
3.Borrowings:						
3.1 Term loan from Fis						
3.2 Working Capital Loans						
3.3 Other Loans						
3.4 Interest Accrued & Due on Loans						
Sub – total						
4. Current Liabilities & Provisions						
4.1 Creditors for Materials						
4.2 Advances on Contracts						
4.3 Provisions						
Sub Total						
TOTAL						
Assets						
5. Fixed Assets - Gross Block						
Less Cumulative Depreciation						
Net Fixed Assets						
6. Capital Work-in-Progress						
7. Investments						
8.Current Assets, Loans, Advances						
8.1 Inventories						
8.2 Sundry Debtors						
8.3 Cast and Bank Balance						
8.4 Loans and Advances						
Sub-Total						
9.Expenses and losses to the Extent not written off						
TOTAL						
Financial Indicators:						
*Networth						
*Current Ratio						
*Liquid Ratio						
*Capital Employed						
*Debt : Equity Ratio						
PROFIT&LOSSACCOUNT						
(Rs.Lakh)						
INCOME	2012-13	2011-12	2010-11	2009-10	2008-09	
1.Income From Operations						
2.Other Income						
TOTAL						

EXPENDITURE					
3.Materials					
4.Salaries and Wages					
5.Administrative ad Other Exp.					
6.Interest					
7.Depreciation					
8.Deferred Revenue Exp.w/o					
9.Other Expenses w/o					
10 TOTAL Expenditure					
11. Profit Before Tax					
12.Less Income tax					
13. Profit After Tax					
14. Prior Period Adjustments					
15.Extra-ordinary Items					
16.Profit Available For Appropriations					
17. Less Dividend					
18.Retained Profit					
Financial Indicators :					
*Profit Before Tax To :					
Capital Employed (%)					
Net Worth (%)					
Sales (%)					
Earning Per Share (Rs.)					
*Cash Generated from Operations					

SCHEDULE – C

Project Experience Record

Sl No	Name of Work	Client	City area/population	Project Cost	Date of Commencement	Date of Completion

SCHEDULE – D

METHODOLOGY OF WORK

SCHEDULE – E

ACTIVITY SCHEDULE

SCHEDULE – F

EQUIPMENT

SCHEDULE – G

BIO-DATA OF TECHNICAL PERSONNEL OF THE WORK

- a) S.No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Consultant ;
- f) Years of professional experience :
- g) Experience on works of similar nature during employment with Consultant, and previous employment, if any.
- h) Position & Responsibility for the present work

SCHEDULE – H

Record of Arbitration & Litigation

The Consultant shall record chronologically any disputes he has had with any of his previous Clients during the last 10 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S no	Project Identification and Location	Name and Address of Client, tel & fax	Nature of Dispute					
			Description	Arbit'n Litigat'n	Period From- To	Amount Claimed (lakh Rs).	Result	In favour of Client / Contractor

Name :
Signature:
Seal of Company

Date:
Designation:

SCHEDULE – I

History of criminal cases

S no	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/Result

Name : _____

Signature : _____

Date : _____

(Seal) _____ Designation : _____

SCHEDULE – J
FORM OF GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o.
..... Aged about Years, R/O.
.....
Partners of having its registered office at
..... hereby appoint
..... Aged about Years S/o.
..... as our lawful attorney on behalf of the company,
to do and execute all or any of the following acts, deed and things, that is to say :

- 1) To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
- 2) To submit all statements, returns, etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
- 3) To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
- 4) To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
- 5) To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorise any person or persons to operate the above bank account.
- 6) To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
- 7) To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may thinks fit.
- 8) To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.
- 9) To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I/We the said partners has hereto signed at..... On this the

WITNESSES :

	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.

2. Date :

SCHEDULE – K
GPA AFFIDAVIT

I/We _____ certify that the information furnished F, G, H, I, J, K, and L is true and agree that my / our Bid shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Biding for the same work/s and had quoted unreasonable high Bid premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.

I/We _____ agree to be disqualified for Biding further works in the GHMC if I/We _____ withdraw my/our Bid without a valid reason (to be decided by the Authority competent to accept the Bid).

I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Bid.

I/We _____ accept that my / our Bid shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Bid.

I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the GHMC / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.

I/We _____ certify that the following addenda issued by the GHMC have been received by me/us and incorporated in my/our Bid.

dated

dated

dated

(Add if the addenda issued are more than 3)

1. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the GHMC.
2. I / We _____ also agree to undertake to keep accurate and system of accounts records and furnish the same (including that of sub-contractor) and agree to reimburse GHMC any excess amount claimed by me / us over and above my / our entitlement .

Dated this day of 20 ..

Signature in the capacity of duly authorized to sign the Bid for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – L
AFFIDAVIT

2. I/We _____ certify that the information furnished in schedules E, F, G, H, N, J and K is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.
3. I/We _____ agree to be disqualified for Tendering further works in the GHMC if I/We _____ withdraw my/our Tender without a valid reason (to be decided by the Authority competent to accept the Tender).
4. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
5. I/We _____ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
6. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the GHMC / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
7. I/We _____ certify that the following addenda issued by the GHMC have been received by me/us and incorporated in my/our Tender.
- i. dated _____
 - ii. dated _____
 - iii. dated _____

(Add if the addenda issued are more than 3)

8. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the GHMC.
9. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of

Consultant

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Superintending Engineer(P-I)
GHMC

sub-contractor) and agree to reimburse GHMC any excess amount claimed by me / us over and above my / our entitlement as per Clause – 68 of the General Conditions of contract.

Dated this day of 20 ..

Signature in the capacity of duly authorized to sign the Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SECTION VIII

ADDENDA

Issued by Superintending Engineer, (Projects-I), GHMC (if any)

(Contractor shall enter the particulars of addenda issued by the GHMC and enclose the addenda to the Bid in sealed cover at the time of submitting the Bid.

S.No.

Date of Issue

<u>I N D E X</u>		
Sl.No.	Description of Item	Page No's
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4	Section IV: Terms of reference	30-41
5	Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement	41
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7	Section VII: Addenda issued by the Superintending Engineer, (Projects-I), GHMC, Hyderabad	65