

GREATER HYDERABAD MUNICIPAL CORPORATION



CONSULTANCY SERVICES REQUIRED

Tender Notice No. 38/SE(P-I)/GHMC/2012-13

Dated:18 -01-2013.

Sealed Tenders are invited for “Project Management Consultancy Services (PMC) for, Proof Checking, Construction, Supervision and Quality Control & Assurance from the reputed consultants for the following works. The bid document and detailed tender notice may be downloaded from **21-01-2013 at 12.00 PM** from the GHMC web site www.ghmc.gov.in. The Consultants have to submit their sealed tenders for which specially box is provided in the office of the Superintending Engineer, (Projects-I), GHMC, CC Complex, Tank Bund Road, Hyderabad before 11.00 AM on 07-02-2013 which will be opened after 4.00 PM on the same day.

“Project management Consultancy Services for Proof checking and construction supervision for the work of “ Design and constructions of Grade separator at Tolichowki junction, Hyderabad ”

For further details, Contact Superintending Engineer, (Projects-I), GHMC. Tele.No. 040-23225267 / 9959094933.

**Superintending Engineer
Projects-I, GHMC.**

GREATER HYDERABAD MUNICIPAL CORPORATION HYDERABAD

SECTION I

Notice Inviting Bid

No.38/SE (P-I)/GHMC/2012-13

Date:18-01-2013

Sealed Tenders are invited by the [Superintending Engineer, \(Projects-I\)](#), Greater Hyderabad Municipal Corporation (GHMC) for and on behalf of the Commissioner, Greater Hyderabad Municipal Corporation for the following consultancy services from the reputed consultants.

S.No.	Name of City	Description of work	Time
1.	Hyderabad, Andhra Pradesh	Project management Consultancy Services for Proof checking and construction supervision, Quality control and Assurance for the work of “Design and construction of Grade separator at Tolichowki junction, Hyderabad”	As per clause 6 under G.C.C.

1.1 Introduction of the Project:

The Greater Hyderabad Municipal Corporation has proposed to obtain [“Consultancy Services for Proof checking and construction supervision and quality control & assurance for the work of “Design and construction of Grade separator at Tolichowki junction, Hyderabad”](#)

For effective implementation and timely completion of the sanctioned projects, the client GHMC desires to obtain Project Management Consultancy Services for day-to-day Monitoring, Construction Supervision and Quality Control & Assurance for the above works.

1.2 The objectives and description of the services are:

The objective of the Client is to engage highly qualified consultants with proven relevant experience in implementing the projects of similar nature and experience, in assisting the client in Monitoring and Supervision of Construction of Proposed Civil works, Quality Control & Assurance for [Consultancy Services for Proof checking and construction supervision and quality control & assurance for the work of “Design and construction of Grade separator at Tolichowki junction, Hyderabad”](#)

The required Consultancy services include:

- Assist in day-to-day Proof checking of designs submitted by the EPC contractor, Monitoring of the projects, Progress Reporting and Updating of records on day-to-day basis.**

- ii) Assist in the Construction, Supervision of above Project works executed through the EPC contractor to ensure compliance with specifications and their completion on time as per standards.
- iii) Quality Control and Assurance in day-to-day execution.
- iv) To assist EPC contractor for obtaining all necessary permissions / clearance / approvals. As a user agency this Department will initiate the proposals in respect of above

1.3 ELIGIBILITY AND OTHER REQUIREMENTS:

- a) Minimum Eligibility criteria are as under
 - i) **The Consultant will be a MORTH empanelled consultant.**
 - ii) **The firm should have successfully designed ROBs/Bridges/ Flyover and elevated approaches to ROBs/Bridges in any one financial year during last five financial years (2007-08 to 2011-12).**
 - iii) **The firm should have supervised the construction of at least one bridge/ROB/Flyover in any one financial year during last five financial years, (2007-08 to 2011-12).**
 - iv) **Required average annual turn over in any one financial year during the last Five financial years (2007-08 to 2011-12) of the firm (sole) should be at least Rs. 75 Lakhs.**
 - iv) **The Bidder shall produce PAN No. and copy of latest returns filed by them**
 - v) **The Bidder must produce proof of Service Tax registration.**
 - vi) **Equipment:** Each Bidder should demonstrate the availability of his own or leased equipment required for PMC

vii) **Financial standing:**

- a) **The firm should have completed at least one Project Management Consultancy work for the project executed under EPC costing not less than Rs.10.00 Crores in any one financial year of last five financial years (2007-08 to 2011-12).**

b) 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. In case of any nil statements, a Chartered Accountant shall certify the same accordingly. The Bidder shall furnish the financial statement for the latest financial year (2 to 3 months prior to Bid date) including the liabilities, contingent liabilities and projects in progress. If the Bidder is a company, audited annual reports of the financial years from **(2007-08 to 2011-12)** inclusive, along with the audit reports under the Companies Act shall be furnished. In case of Bidders other than companies, if the turnover in any of the above financial years exceeds Rs. 75 lakh per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than Rs.75 lakh. In the case of Bidders other than companies, if the turnover in any of the above financial years does not exceeds Rs.75 lakhs per annum, the following certificate shall be given by a Chartered Accountant for each 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 the 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."**

viii) The **Qualifying Marks** for Technical Qualification is as follows:

			Max Marks
1.	For MORTH Empanelled Consultants	-	15
2.	Experience of firm in providing PMC services for EPC projects costing Rs. 10 Crores or above.	a) 1 Project b) 2Projects c) More than two projects	- 15 - 20 - 25
3.	Specific experience of Consultants relevant to the agreement: i.e, PMC services for flyover /ROBs/ Bridges costing Rs10.00 Crores or above.	a)One work b) Two works	- 15 - 25
4.	Key professional staff qualification and competence for the assignment.	-	35
	1.The senior bridge construction engineer cum project manager shall have handled similar arrangements as a Team Leader/project manager and worked on at least one project of similar nature capacity of Project Manager and have 10 years or more experience in construction field pertaining to bridges/ROBs.. (Max 15 Marks weightage will be given for experience more than 10 years) a) 10 years experience – 10 marks + 1 mark extra for each year of experience over 10 years , there of subject to max-15 marks.		
	2.Quality Assurance and project engineer shall have minimum 5 years experience in the relevant field. (Max 5 Marks weightage will be given for experience more than 5 years) a) 5 years experience – 3 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.		
	3.Quality surveyor shall have minimum 5 years experience in relevant field. (Max 5 Marks weightage will be given for experience more than 5years) a) 5 years experience – 3 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.		
	4.Highway and construction engineer cum surveyor shall have 5 years experience in the relevant field. (Max 5 Marks weightage will be given for experience more than 5years) a) 5 years experience – 3 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.		
	5.Design Engineer shall have 5 years experience on the relevant field with knowledge of stand/stand pro and AutoCAD etc and M.Tech in structural engineering. (Max 5 Marks weightage will be given for experience more than 5years) a) 5 years experience – 3marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.		

Total Marks for above criteria 100

The minimum technical score required for opening financial bid will be 70 Marks

- ix) **Original Certificates:**Originals of the certificates shall be produced at the time of opening of Bids to verify the copies of statements and other information furnished along with bid.
- x) **History of litigation and criminal record:** If any criminal cases are pending against him/her/ partners at the time of submitting the Bid, the Bid will be summarily rejected. In this respect, the Bidder shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

In case, it is detected at any stage that the affidavit is false, he will abide by the action taken by the GHMC / A.P. Government without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him

- a) The Consultant shall furnish **1%** Earnest Money Deposit equivalent to **Rs.1.00 Lakhs** (Rs.one Lakh only) along with Tender documents in the form of a demand draft/ bank guarantee from a Nationalized Bank/ Scheduled Bank valid for 3 months.
- b) The bidder is required to pay a **Non refundable documentation Charge** amounting to **Rs10,000/-** (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 & **Sales tax (non refundable)** of **Rs. 1,250/-** (One Thousand Two Hundred and Fifty only) in the form of Demand Draft on any Indian National Bank/Scheduled Bank in favour of “**CTO, Basheerbagh, Hyderabad**”.
- c) 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
- d) Consultants have to submit their sealed Tenders on **07-02-2013** up to 3.00 PM for which **special box is provided in the office of the Superintending Engineer (Projects-I), GHMC, 6th floor, CC Complex, Tank Bund Road, Hyderabad which will be opened after 4.00 PM on the same day.**
- e). The Commissioner, GHMC reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.

SECTION II

INSTRUCTIONS TO BIDDERS

2.1 Introduction :

- 2.2 Greater Hyderabad Municipal Corporation (GHMC), “the Client” is desirous of obtaining Consultancy Services for Project Management Consultancy (PMC) for the works of “Consultancy Services for Proof checking construction supervision , Quality control and Assurance for the work of “Design and construction Grade separator at Tolichowki junction, Hyderabad” to be taken up by Greater Hyderabad Municipal Corporation (GHMC).

The objective and description of the services are:

- i) Assist in day-to-day, Proof checking of designs submitted by the EPC contractor, Monitoring of the projects, Progress Reporting and Updating of records on day-to-day basis.
 - ii) Assist in the Construction Supervision of above Project works executed through the EPC contractor to ensure compliance with specifications and their completion on time as per standards.
 - iii) Quality Control and Assurance in day-to-day execution.
 - iv) To assist EPC contractor for obtaining all necessary permissions / clearance / approvals. As a user agency this Department will initiate the proposals in respect of above
- 2.3 Scope of the work: Project Management Consultancy (PMC) services i.e, “Consultancy Services for Proof checking construction supervision, Quality control and Assurance for the work of “Design and construction of Grade separator at Tolichowki junction, Hyderabad”
- 2.4 The Greater Hyderabad Municipal Corporation has proposed to procure “Consultancy Services for Proof checking construction supervision, Quality control and assurance for the work of “Design and construction of Grade separator at Tolichowki junction, Hyderabad”
- 2.5 The following services are required to be attended by the **Project Management Consultant** (PMC) after receipt of the bids for the above works:
- 1. Proof checking of the EPC Contractors design and carryout construction supervision
 - 2. Supervision, quality control & assurance for all the project phases.

2.6 Therefore, to carry out above items, the GHMC has decided to appoint consultant firm for Project Management Consultancy (PMC) services. GHMC will expect the consultants to illustrate the interest and commitment to utilize the latest National and International Techniques in order to promote fast, efficient, economical and effective completion of the works. It is the intention of GHMC to be among the fore runners in applying Modern Construction techniques.

2.7 **Source of funds**

The work is funded by Greater Hyderabad Municipal Corporation.

3.0 **Eligibility and other Requirements**

A Eligibility criteria

Minimum Eligibility criteria are as under:

- i) **The Consultant will be a MORTH empanelled consultant**
- ii) **The firm should have successfully designed ROB/Bridges/ flyovers any one financial year during last five financial years (2007-08 to 2011-12).**
- iii) **The firm should have supervised the construction of at least one bridge/ROB and flyover in any one financial year during last five financial years (2007-08 to 2011-12).**
- iv) **Required average annual turn over in any one financial year during the last five financial years of the firm (sole) should be at least Rs. 75 lakhs**
- v) **The firm should be well versed with Project Management Consultancy works executed under EPC.**
- vi) **The Bidder must produce PAN No. and copy of latest returns filed by them.**
- vii) **The Bidder must produce proof of Service Tax registration.**
- viii) **Equipment:** Each Bidder should demonstrate the availability of his own or leased equipment required for PMC
- ix) **Financial standing:** 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. In case of any nil statements, a Chartered Accountant shall certify the same accordingly. The Bidder shall furnish the financial statement for the latest financial year (2 to 3 months prior to Bid date) including the liabilities, contingent liabilities and projects in progress. If the Bidder is a company, audited annual reports of the financial years **from 2007 - 2008 to 2011 - 2012** inclusive, along with the audit reports under the Companies Act shall be furnished. In case of Bidders other than companies, if the turnover in any of the above financial years exceeds Rs. 75 lakh per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than Rs.75 lakh. In the case of Bidders other than companies, if the turnover in any of the above financial years does not exceeds Rs.75 lakhs per annum, the following certificate shall be given by a Chartered Accountant for each year for the Profit and Loss Account and the Balance Sheet. **"We have audited the above Profit and Loss account/BalanceSheet 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 the 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."**

- ix) **Original Certificates:** Originals of the certificates shall be produced at the time of opening of Bids to verify the copies of statements and other information furnished along with bid.
- x) **History of litigation and criminal record:** If any criminal cases are pending against him/her/ partners at the time of submitting the Bid, the Bid will be summarily rejected. In this respect, the Bidder shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

In case, it is detected at any stage that the affidavit is false, he will abide by the action taken by the GHMC / A.P. Government without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him

- 3.1 Bidders shall not be eligible to Bid for works in GHMC in which any of his near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Engineering Section or a Senior Assistant and above in the Accounts / Audit / Administrative sections. Near relatives include

1. Sons, step-sons, daughters, step-daughters.
2. Sons-in-law and daughters-in-law.
3. Brothers-in-law and sisters-in-law.
4. Brothers and Sisters
5. Father and mother
6. Wife / Husband
7. Father-in-law and mother -in-law
8. Nephews, nieces, uncles, aunts
9. Cousins and in addition
10. Any person residing with the contractor, whether related or not.

- 3.2 **Other requirements:**

Even if the Bidder meets all the eligibility and qualification criteria, his Bid shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements or if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion financial failure and / or has participated in previous Bidding for the same works and had quoted unreasonably high Bid price/premium in addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his Bid, he will be blacklisted

4. **Cost of bidding**

The Bidder shall bear all expenses associated with the preparation and submission of his Bid and the GHMC shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the Biding process.

5. **Site visit**

The Bidder is advised to visit and examine proposed work sites and their surroundings and obtain all the information that may be necessary by themselves on their own responsibility for preparation of the Bids and quoting rates. The costs of any such visits shall be entirely at the Bidder's own expense.

B. Bidding Documents

6 Bid documents

A set of Bid documents issued for the purpose of Bidding includes the following, together with any addenda thereto which may be issued in accordance with Clause 8 and the proceedings of pre-Bid meeting issued in accordance with Clause 16.

Section I:	Notice Inviting Bid
Section II:	Instructions to Bidders
Section III:	General Conditions of Contract
Section IV:	Terms of reference
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
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

The Bidder is expected to examine carefully all instructions, terms of reference, Bid conditions, forms appended to Bid, addenda in the Bid documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk.

7. Clarification of Bid documents

Bidders shall carefully examine the Bid documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find any discrepancy in or omission from the specification or any other of the Bid documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by fax to the authority given in Clause 18 (iii).

8. Amendment of Bid documents

- 8.1 At any time prior to the dead line for submission of Bids, the GHMC may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Bidders, modify the Bid documents by issuing an Addendum.
- 8.2 Such addenda will be sent in writing or fax to all prospective Bidders who have purchased the Bid documents and will be binding upon them. Prospective Bidders shall acknowledge receipt of each addendum by cable and confirm in writing. The addendum shall form part of their Bids. Bidder shall give a certificate in the affidavit as described in Schedule L.

- 8.3 In order to afford prospective Bidders reasonable time to take such addenda into account in preparing their Bids, the GHMC at its discretion, will extend the dead line for the submission of Bids in accordance with Clause 19.

C. Preparation of Bids

9. Language of the documents

All documents relating to the Bid shall be in the English language.

10. Documents comprising the bid

10.1 The Bid to be prepared by the Bidder shall comprise the following

- a) Earnest Money Deposit.
- b) All documents indicated in Clause 6 issued to the Bidder by the Superintending Engineer, (Projects-I), GHMC, Hyderabad.

11. Bid Prices

11.1 Unless stated otherwise in the Bid documents, the Contract shall be for the whole of the work and the Bidder shall quote his willingness to execute the works in Indian Rupees at the Lump sum amount. This quoted amount shall include Banker charges, Service Tax, overheads and all other incidental charges complete for the work.

11.2 The Lump sum amount quoted by the Bidder shall be firm.

12. Bid Validity

12.1 Bids shall remain valid and open for acceptance for a period of 120 days after the date of Bid opening prescribed in Clause 22.

12.2 In exceptional circumstances, prior to expiry of the original Bid validity, the GHMC may request the Bidder for a specified period of extension of validity. The request for any extension and the responses thereto, shall be in writing or cable. A Bidder may refuse the request without forfeiting his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his EMD.

12.3 A Bidder who withdraws his Bid without a valid reason (to be decided by the authority competent to accept the Bid) shall be disqualified for bidding further works in the GHMC.

13 Format and signing of Bids

13.1 The Bidder shall prepare one copy of the documents comprising the Bid.

13.2 The copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the Bid. All pages of the Bid where entries or amendment have been made shall be initialed by the person or persons signing the Bid.

13.3 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.

- 13.4 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.

14. Deleted

15. a) Documentation charges

The bidder is required to pay a non refundable documentation Charge amounting to **Rs 10,000/-** (Rupees Ten Thousands 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 and Fifty only) in the form of Demand Draft on any Indian National Bank/Scheduled Bank in favour of **“CTO, Basheerbagh, Hyderabad”**.

15 b) Earnest Money Deposit

- 15.1 The Tenderer shall furnish, Earnest Money Deposit equivalent to **Rs. 1.00 Lakhs** (Rs.one Lakh only) along with Bid documents. This EMD can be in the form of:

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

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

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

The E.M.D. shall be forfeited.

- (a) If the Bidder withdraws the Bid during the validity period of Tender.
- (b) In the case of a successful tenderer, if he fails to sign the Agreement for whatever the reason.

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

16 Pre-Tender Meeting: Not Applicable

17 Signing of Tenders.

- 17.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.

- 17.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.

- 17.3 No alteration which is made by the Tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will be void.

D Submission of Bids

18 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 at clause 1.3 of Notice inviting Bid under Section I.

Part 2: Envelope –B containing Financial bid of only those firms, who fulfill minimum eligibility criteria prescribed at clause 1.3 of 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 **07-02-2013 up to 03.00 PM** for which **special 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 Sub-clause 1.3 (e) of Notice inviting bid under Section I)

- a. 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.

19 Deadline for submission of Bids

- 19.1 Bids shall be received in the office of the officer designated in sub-clause 1.3 (e) under Section I by **03.00 PM on 07-02-2013**. They may be deposited in the Bid box provided at the address mentioned in clause 18.(a) 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.
- 19.2 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.
- 19.3 The Bid should be in the prescribed form as described in Clause 10.
- 19.4 The GHMC may, at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with Clause 8, 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.

20 Late Bids

Any Bid received after the deadline for submission of Bid as stated in Clause 19, or as subsequently extended by the GHMC, will be returned to the Bidder unopened.

21 Modification and withdrawal of Bids

21.1 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.

21.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked "Modification" or "Withdrawals" as appropriate and delivered in accordance with Clause 18.

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

21.4 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 pursuant to Clause 14.

E. Bid opening and evaluation

22 Bid opening

22.1 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 **07-02-2013 3.00 PM on** _____ 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.

22.2 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.

22.3 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.

22.4 The Bid shall be rejected if:

- i) The EMD as per Clause 15 B is not enclosed.
- ii) If the PAN is not enclosed
- i) Price bid containing financial proposal is not enclosed
- ii) Project Experience Record is not enclosed
- iii) Methodology of Work 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.

23 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.

24 Determination of responsiveness

- 24.1 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.
- 24.2 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).

25 Checking for and correction of Errors

- 25.1 Bids determined to be substantially responsive will be checked by the Superintending Engineer (Projects-I), GHMC for any discrepancy between the Bid amount in figures and in words. Should any discrepancy be found the Bid amount in words will govern.
- 25.2 Any Bid amount that is found to be incorrect as described in the above Sub-clause will be recorded and attested by the Superintending Engineer (Projects-I), GHMC at the time of opening the Bid. With the concurrence of the affected Bidder, the corrected Bid amount shall be considered binding. If the Bidder does not accept the corrected Bid premium / discount, the Bid will be rejected.

26 Evaluation and Comparison of Bids

- 26.1 The GHMC will evaluate and compare only those Bids, which have been determined to be substantially responsive to the requirements of the Bid documents in accordance with clause 25.
- 26.2 Comparison of the substantially responsive Bids by the GHMC shall comprise comparison of the Bid amount for each Bid following any corrections required as described in Clause 25.2.
- 26.3 Evaluation of the Bids shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the Bids which may effect the execution of the works in the manner and / or the time specified, and their relationship to the Bid amount offered. Such deviations or reservations will not be permitted, and such Bid shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of Bids.

26.4 Negotiations

- 26.4.1 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.

- 26.4.2 Negotiations will include a discussion on the Technical and Financial Proposals, the proposed methodology (work plan), and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out and agree final Terms of Reference. The agreed work plan and final Terms of Reference will then be incorporated and form part of the Contract. Special attention will be paid to optimizing the required outputs from the firm and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 26.4.3 The financial negotiations will include a clarification of the firm's tax liability in India (if any), and how it will be reflected in the Contract and will reflect in the agreed technical modifications in the cost of the services.
- 26.4.4 The negotiations will conclude with a review of the draft form of the contract. After completion negotiations, the GHMC and the firm will sign the agreed Contract.

F. Award of contract

27 Award Criteria

Subject to clause 31, the Superintending Engineer (Projects-I) / Engineer-in-Chief, GHMC / Commissioner, GHMC / Bid Committee / Council of GHMC / Govt., of A.P. as the case may be will award the contract to the Bidder whose Bid has been determined to be qualified and substantially responsive to the Bid documents and who has submitted the best Bid according to the comparison and evaluation process described in Clause 28. Normally this shall be the Bidder offering the lowest Bid sum .

28 Department's (GHMC'S) Right to accept any Bid and to Reject any or all Bids.

Notwithstanding Clause 30, the Superintending Engineer (Projects-I) / Engineer-in-Chief, GHMC / Commissioner, GHMC as the case may be, reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all the Bids at any time or any stage prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of its action.

29 Process to be Confidential

- 29.1 After the opening of Bids as per Clause 22, information relating to examination, clarification, evaluation and comparison of Bids and recommendations, concerning to the award of contract shall not be disclosed to the Bidders or any other persons not officially concerned with the process until the award of the Contract to the successful Bidder has been announced.
- 29.2 Any effort by any Bidder to influence the officials of GHMC in the examination, clarification, evaluation and comparison of Bids, and in any decisions concerning award of a contract, may result in the rejection of the Bidder's Bid.

30 Notification of Award

- 30.1 Prior to the expiration of the Bid validity period prescribed in Clause 13 the Superintending Engineer (Projects-I) / Engineer-in-Chief, GHMC / commissioner, GHMC will notify the successful Bidder by fax, letter or in some other written form, that his Bid

has been accepted. This letter hereinafter and conditions of contract called “Letter of Acceptance”, will confirm the Bid amount which will apply to the works and the request to submit a security deposit to the GHMC as specified in Clause 34.

- 30.2 The Letter of acceptance will constitute notification of the intention of the employer to enter into a contract with the Bidder for the execution of the works.

31 Signing of Agreement

- 31.1 At the same time as the Superintending Engineer (Projects—I) / Engineer-in-Chief / commissioner, GHMC notifies the successful Bidder that his Bid has been accepted, the GHMC will send the Bidder the form of Agreement, incorporating all the agreement conditions between the parties provided in the Bidding Document, viz., the Terms of Reference, Conditions of Contract etc.
- 31.2 Within 7 days of receipt of Form of Agreement, the successful Bidder shall sign the form and return it to GHMC.

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 2.1;
- (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; “Locan 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 4-2(a).
- (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

1.6.1 *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

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

1.7 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.

1.8 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.

1.9 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.

1.10 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. Commencement, Completion, Modification and Termination Of Contract

2.1 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.

2.2 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.

2.3 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.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 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.

2.5 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.

2.6 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.

2.7 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.

2.9 Termination

2.9.1 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 GC 2.9.1, 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 2.8 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 8 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.

2.9.2 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 GC 2.9.2, 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 8 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.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 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 3.3 hereof,
- (iii) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or 2.9.2 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 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause GC 6 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 2.9.1 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.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause 2.9.2 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 8 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. Obligations of The Consultants

3.1 General

3.1.1 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, signages, lifts and fire fighting arrangements, landscaping, parking, water supply and treatment of water etc, including site visits as and when required during the execution.

3.1.2 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.

3.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultant's 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.

3.2.2 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.

3.2.3 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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

3.8 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.

3.9 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.

3.10 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.

3.11 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.

4. Consultants' Personnel

4.1 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.

4.2 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.

5. Obligations of the Employer

5.1 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;

5.2 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.

5.3 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.

6 Time Schedule:

7. Payments to the Consultant

Billing and payments in respect of the Contract shall be made as stated in schedule in 2.3.12 under TOR. All payments shall be made in Indian Rupees.

7.1 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.

8. Fairness and good faith

8.1 Good Faith

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

8.2 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. 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.

10. Settlement of Disputes

10.1 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.

10.2 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.

10.3 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 within 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 within 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.

11. FORECLOSURE

- 11.1 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.**
- 11.2 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.**
- 11.3 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

“Consultancy Services for Proof checking construction supervision, quality control and assurance for the work of “Design and construction of Grade separator at Tolichowki junction, Hyderabad under Engineering Procurement and Construction systems”

1. The Project:

GHMC intends to procure the **Project management Consultancy** services of a consulting firm to, proof checking of the designs submitted by the EPC contractor at various appropriate stages and project Construction, Supervision and Quality Control Assurance. The consultant should act as employer’s Representative to the EPC/Turn key contractor.

2. The Proposed Services

Objectives

The main objective of the Service shall be proof checking of the Contractors design and carryout construction supervision and Quality Control Assurance. Through all the project phases, GHMC will expect the consultants to illustrate the interest and commitment to utilize the latest national and International techniques in order to promote fast, efficient, economical and effective completion of the works. It is the intention of GHMC to be among the fore runners in applying modern construction techniques.

Description of Assignment

The services of the consultant are required during the construction phase for construction, supervision and Quality Control Assurance. Proof checking of Contractors design and Quality Assurance & Project Management.

Detailed scope of Services

2.3.1 Proof checking of contractor’s Design

The services will include, but not limited to the following:

1. Proof checking the Contractor’s architectural & structural designs as per relevant and acceptable standards along with recommendation for approval. Proof checking involves checking the designs of General Arrangement Drawings, levels, finishes, etc.
2. Check the Structural Analysis & Designs of Foundations, Super structure including Columns, Trusses, Purlins & Bracings etc.,
3. Check the Design of lighting scheme, Electrical Network, drainage system, landscaping, Mechanical Works and Effluent Treatment Plants and other connected works for the effective functioning of the slaughter house.

4. Checks the Construction Methodology & Programme of the contractor, Contractor's Equipment, Fabrication Units and give recommendation for acceptable systems.
5. The proof consultant shall ensure durability, serviceability, structural adequacy, conformation to the design standards, aesthetics ease of construction for each structural and services components before recommending the same for approval.
6. After scrutiny, the corrected design and drawings shall be cleared within two weeks of submission by contractor subject to compliance of all points and issue the drawings good for construction / manufacture appropriately.
7. Any component which requires redesigning on account of exigencies of the site like redesigning the foundations for utilities etc., duration of work shall be approved as expeditiously as possible.
8. The consultant shall attend all the review meetings conducted by GHMC from time to time without any extra cost and shall also be available for any clarifications.
9. Proof checks the 'As-Built' drawings submitted by contractors including tender evaluation including tender evaluation.
10. The Consultant shall bring out such issues related to construction which may lead to difficulties, litigation, delays etc.,
11. Highlight design issues impinging on aesthetics, Visual appeal, functional problems etc.,

2.3.2.1 Criteria for Designs / Proof Checking

The designs evolved by the Contractors shall conform to the following criteria:

1. To have good constructability, amenable for speedy construction and efficient functional operation.
2. To be economical & sustainable.
3. To be flexible to take care of existing services where they cannot be shifted
4. To be innovative with good aesthetics and in harmony with the environment.
5. To take into cognizance all the necessary requirements of Environmental Impact Assessment of the Pollution Control Board.
6. Scheme to be traffic-friendly, with least disturbance to traffic and public during construction
7. To be based on proven experience for other similar projects constructed on a fast-track basis
8. To have scope to innovate for achieving speedier construction.

2.3.2 Services: Construction, supervision, and Quality Control Assurance & Project Management

2.3.3 Scope of Work for Construction, supervision and Quality Control Assurance & Project Management

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works including quality control assurance. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The services will include, but not be limited, to the following:

- a) Represent the interest of the GHMC vis-à-vis the Contractor in any matter related to the construction contract and the proper execution thereof
- b) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.
- c) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
- d) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation work or expenses or other similar matters.
- e) Compute quantities of approved and accepted work materials check, certify and make recommendations on the contractor's monthly and final payment certificates. All payments shall be checked and countersigned by the Consultant
- f) Prepare and submit monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.
- g) Propose and present for approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time for completion of the project, and prepare all relevant specifications and other details.
- h) Maintain representatives at the site in such manner that adequate supervision of construction works and quality control assurance is undertaken at all times when the Contractor is working be it day or night. This shall also include for fabrication works at the manufacturer's workshops / factories etc.
- i) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the contract Documents, ground survey controls, quality control, testing and other matters related to contract compliance and progress of the project.
- j) Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work to ensure effective execution.
- k) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

- l) Review and approve the Contractor's working drawings, and drawings for temporary works, approval of bar bending schedule, test procedures etc.,
- m) Assess the requirement of material and personnel to speed up construction, erection of equipments, testing & commissioning as per schedule.
- n) Perform all survey measurements of completed or partial works where required for the determination of quantities.
- o) Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and terms and conditions incorporated in the contract. All local materials & equipments incorporated and their source are also to be approved and 'As-Built' drawings to be prepared for all works.
- p) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.
- q) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate for substantial completion.
- r) Scrutinize the "As built drawings" submitted by the Contractor and submit to the Client one complete set of reproducible as well as in a compact disc. This shall also include for Operation & Maintenance manuals for the Mechanical & Electrical equipments.
- s) Perform all other tasks not specifically mentioned above but which are necessary and essential to successfully supervise and control all construction & erection activities in accordance with the terms of the contract.
- t) The consultant shall supervise during the construction period of the assigned for the work, ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised at all stages of construction and fabrication viz. Approval of materials, including prescribing for tests periodically and acceptability criteria and workmanship at all steps of execution of individual items of work.
- u) The consultant shall ensure proper laboratory tests on materials for construction such as cement, steel, bricks and other materials etc. Essential gauges, instruments etc. should be arranged to be calibrated periodically. The consultants shall maintain necessary records and obtain data in support of the same. The consultants shall ensure all field laboratory tests on materials for construction as well as partially or completely erected structures etc. are carried out by contractors and maintain adequate records thereof.
- v) The consultant shall suggest to client modifications if any, due to site conditions and advising regarding cost variations on account of extra items and escalation excesses on the contract value etc.

- w) The consultant shall help the employer to ensure regular and timely flow of working drawing / instructions.
- x) The consultant shall undertake verification of work on completion and submitting certificate of completion of work along with completion report in 5 copies. The project Manager will prepare the necessary certificate and furnish the same to the GHMC.
- y) The consultant shall carry out verification, by taking and recording joint measurements of the final bill to be submitted by the Contractor & preparation and finalization of final bills as per the terms and conditions of Contract Agreement and issue certificate for release of final payments by the GHMC.
- z) The consultant shall advise the client with regard to extra claim / disputes if any till the issues are settled. The consultant will also be required to brief the legal adviser/legal consultant of the client on issues pertaining to the work as necessary.
- aa) The consultant's special responsibility is of giving approval to the Quality Management plan prepared by the contractor and ensuring compliance with its requirements during the execution of the contract. Additional actions listed in following scope for generating such Quality Management requirement functions. The Quality Management plan shall consist of the following points in general.
 1. Prepare a manual containing Quality Management plan including Quality Control procedures and check lists for approval to materials and methods at various stages of construction and evolve a system for maintaining records for work and test results.
 2. Following approval to the Quality Management plan by GHMC the consultant will instruct the contractor in its day to day implementation including advising on the organization of laboratory and equipment requirements at site and in the manufacturer's factories and demonstrate the different work procedures and maintenance of records.
 3. Checking on the Contractors construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during construction.
 4. Monitoring the implementation of the Quality Management System and various other suggestions made by the Officer of the GHMC during periodical visits, compiling and analyzing the test results and advising on necessary remedial / corrective Action in time.
 5. Furnishing monthly reports on monitoring of quality control to the GHMC covering the above mentioned aspects and any other important points relevant to the quality of work.
 6. Submitting a final report on quality aspects of the entire job on its completion.

2.3.4 Actions requiring specific approval of GHMC.

The Consultant will be required to obtain the specific approval of GHMC before taking any of the following actions.

- a) Approving subcontracting of any parts of the works.
- b) Certifying additional cost,
- c) Determining the extension of time,
- d) Issuing a variation order, except:
- e) In an emergency situation as reasonably determined by the Engineer and intimated within 12 Hrs. to GHMC in writing.
- f) When there is no financial implication.
- g) Issue variation in work quantities, fixing rates or prices etc.,
- h) Any deviation in the contract agreement.

2.3.5 Liaison Meetings

Liaison meetings shall be held between the GHMC and the Contractor at monthly intervals, The meetings would be attended by members of the supervision staff as necessary and would have the objective of exploring on the contents of the progress reports, discussing any problems and financial matters.

2.3.6 Reports and Time Schedule

1. Reports

The Consultant shall submit all data, drawings, maps plans, documents, tender reports, photographs & videos at different stages of pre-construction, during construction (at intervals not greater than fortnight) and after construction and presentation both in hard and soft copies in English and in MS-WORD / MS-EXCEL / AS – ACCESS / AUTOCAD / POWERPOINT & similar format. Each of the reports will be presented to the GHMC Committee as an audio – Visual presentation when required.

2.3.7.1 Schedule of Reports

The Consultant shall prepare and submit (5) copies of the following report on commencement of Services.

- | | |
|-------------------------------|---|
| a) Inception Report | - Two Weeks after mobilization of EPC Contractor |
| b) Monthly – Progress Report | - By the first weekend of each month except the month following the inception Report. |
| c) Quarterly Progress Reports | - By the first weekend of the first month of the following quarter (in lieu of the monthly progress report) |
| d) Final Report | - One (1) month after completion of the works (provisional acceptance). |

Contents of Reports

a. Inception Report.

The Inception Report shall cover the following:

- Reviewing Contractor's mobilization work plan.
- Setting out Guidelines for Administering, Monitoring and Evaluating the Progress of the project.
- Mode of Co-operation with the GHMC & others like HUDA, APSRTC, HMWSSB, BSNL, APCPDCL concerned and any other related organization. (s).
- Detailed timetable for all activities.
- Detailed Material movement matrix for shuttering, staging, Cement, Steel, permanent equipments and place of storage, testing & commissioning etc.,
- Detailed Requirement of equipments for the conduct of work.
- Detailed requirement of Manpower by contractor including unskilled labour.
- Details of fabrication, erection and testing arrangements
- Phasing of Utility shifting when required.
- Implementation methods for all the utility works.

b. Monthly Progress Reports

The Monthly Progress Reports shall be brief and concise and provide means for closely monitoring project progress and forecasting construction costs, and shall cover the following.

- Main activities, undertaken and events for the period and Progress Report.
- On the activities the Contractor and supervision staff.
- Monitoring and evaluation of project progress.
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.

c. Quarterly Progress Reports

Quarterly Progress Report shall summarize activities and work progress achieved in the last three months will be submitted in lieu of the monthly progress report for that particular month.

d. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, As-Built Drawings, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, equipment details operational guidelines, etc., shall become the property of the GHMC. The Consultant shall receive from contractor and provide one reproducible copy each of construction and as-built drawings along with operation & maintenance manuals..

2.3.8 Services during the Defects Liabilities Period after Construction of different components in this work.

During this period, the Consultant shall undertake the following:

- a) Inspection of works prior to the expiry of Contractor's defects liability period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to GHMC the date of the Final Inspection of Works.
- b) Carrying out final inspection of works together with representatives of the GHMC and the Contractors.
- c) Preparation and issuance of the Defects Liability Certificate.
- d) Preparation of Final Payment Certificate.

2.3.9 Time Schedule

The Project Management Consultancy should be operated concurrently till the Completion, Commissioning and trial run period of the project.

2.3.10 Professional Staff.

Key Professional Staff:

The construction of approaches will be taken in phase manner spread over 18 months. The key personnel for construction supervision shall be available for entire duration of the project as follows:

1. Senior Bridge Construction Engineer cum Project Manager
 2. Quality Assurance and Project Engineer
 3. Quantity surveyor
 4. Highway construction Engineer cum Surveyor-I
 5. Design Engineer.
-
1. The senior bridge construction engineer cum project manager shall have handled similar arrangements as a Team Leader/project manager and worked on at least one project of similar nature in capacity as project manager and have 10 years or more experience in construction field pertaining to bridges/ROBs/Flyovers.
 2. Quality Assurance and project engineer shall have minimum 5 years experience in the relevant field.
 3. Quality surveyor shall have minimum 5 years experience in relevant field.
 4. Highway and construction engineer cum surveyor shall have min 5 years or more experience in the relevant field.
 5. Design Engineer shall have min 5 years or more experience on the relevant field with knowledge of AutoCAD etc and M.Tech in structural engineering.

All the Key Professionals are to be at least holders of a university degree in their respective field.

As far as possible the staff certified shall be permanent staff of the bidder on his payment.

Additional professional staff mobilised will be an additional qualification.

2.3.11 Specific Responsibilities of the Consultant

1. The consultant shall assist the designated GHMC Officer in 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. All such information, data & reports shall be treated as confidential.
2. The Consultant should independently set up office facilities, survey equipments, secretarial services, and assistance in checking field survey, testing and other inputs required for their services.
3. The Team Leader shall visit the work site personally as per the exigencies of work on an average once in a week for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications / directions.
4. The Resident Engineer available at each site shall receive instructions on behalf of the consultants that may be given from time to time either by the GHMC or the inspecting officers duly authorized by GHMC.
5. The consultant shall ensure that the contractor attends to all observations made during the periodic visits by the various inspecting officers about the quality of work.
6. The consultant shall deploy staff, transport at the each site of work for supervision and exercising adequate and constant day to day technical supervision over the construction and manufacture of equipments including checking layout, requirements of material and their procurement, checking the quality conforming to approved specifications and accepted standards. The consultant shall deploy such staff as is required keeping the quantity and quality of work to be executed.
7. Any approval / concurrence by the client to consultant's instruction, preliminary or detailed Engineering, Design, Drawings and estimates shall in no way absolve the consultant to ensure sound construction and performance as per the specifications of the scheme as a whole. The appointment of any Engineering staff by the client at the site of the work shall not in any way diminish the responsibility of the consultants in this respect.
8. The Consultants shall scrutinize and shall certify that the work measured and recommended for payments is fully consistent with the types, quality and specifications prescribed in the agreement entered into with the contractor(s). In the matter of approving such bills, the consultant shall conform to the rules and instructions issued by the GHMC from time to time. The consultants shall be deemed to guarantee the correctness, scrutinized & checked / issued by them with regard to the quality control of the work is concerned. The GHMC or its authorized representative (s) may also check the complete measurements and bill as felt necessary as per instructions issued by the client from time to time.

9. The consultant shall agree for supervision of the work and also for checking of measurement of hidden items to be done jointly by the consultant's staff and contractor or his authorized representative.

2.3.12 Obligations of the Client

1. Documents

The GHMC shall provide the consultant with copies of all data and reports available and considered relevant to the execution of the Consultant's work. The Engineer-in-Chief, GHMC will approve the salient details of the project as deemed necessary from time to time.

2. Liasion and Access.

The GHMC shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The Consultant shall be given unhindered access to the relevant agencies in order to carry out the Execution of work.

2.3.12 **Payment Terms:** To be indicated by the bidder.

It is estimated that period of Eighteen (18) calendar months will be needed for the supervision of the work.

The fees payable shall remain unchanged for the time period of ± 1 month of 18 months i.e, if work gets completed before 19 months but after 17 months, the fees stipulated shall remain unchanged and the consultants will be paid full fees.

Fees to be quoted shall be for two phases as below:

Phase I: Proof Checking of Designs and Drawings -----.

Phase II : Project Management -----

Total Fees Payable to the consultant (i.e, Total for Phase I & II):-----

The consultants will be paid fees as detailed below:-

Phase-I : Proof Checking of Designs and Drawings:

1. Proof Checking of Foundations designs - 30% fees for phase-I and reinforced Earth Works
2. Proof Checking of Substructure - 30% fees for Phase-I
3. Proof Checking of Superstructure - 30% of fees for phase-I
4. Miscellaneous items - 10% of fees for phase-I

Phase-II : Project Management:

Total agreed fee for the project Phase-II shall be paid in the following manner.

- a) 50% in 18 equal monthly installments
- b) 45% in relation with the value of work done by the contractor.
- c) 5% on completion of the defect liability period of the contractor.

In addition to the above, statutory Service Tax which ever is applicable will be reimbursed.

Remunerations Payable during extended Period:

The formula for calculating the fee payable for the extended period per month and also the rebate to be given to be paid as per the following.

$$\frac{1.15 \times 85}{100 \times 18} \times \text{Total Remuneration} \times \frac{\text{Value of Balance works to be completed.}}{\text{Total value of EPC Contract.}}$$

Rebate for earlier completion:

In case the construction works gets completed in less than 18 months (x being less than 18 months) then the total rebate to be given by the consultant shall be:

$$\frac{\text{Total remuneration}}{18} \times (18-x) \times \frac{40}{100}$$

Note: Deduction as admissible will be made towards the central/state Government Taxes, duties etc.,

4.The **Qualifying Marks** for Technical Qualification is as follows:

			Max Marks
1.	For MORTH Empanelled Consultants	-	15
2.	Experience of firm in providing PMC services for EPC projects costing Rs. 10 Crores or above.	a) 1 Project b) 2 Projects c) More than two projects	- 15 - 20 - 25
3.	Specific experience of Consultants relevant to the agreement: i.e, PMC services for flyovers /ROBs/ Bridges costing Rs10.00 Crores or above.	a)One work b) Two works	- 15 - 25
4.	Key professional staff qualification and competence for the assignment.	-	35
	1.The senior bridge construction engineer cum project manager shall have handled similar arrangements as a Team Leader/project manager and worked on at least one project of similar nature in capacity of Project Manager and have 10 years or more experience in construction field pertaining to bridges/ROBs/flyovers. (Max 15 Marks weightage will be given for experience more than 10 years) a) 10 years experience – 10 marks + 1 mark extra for each year of experience over 10 years, there of subject to max-15 marks.		

2. Quality Assurance and project engineer shall have minimum 5 years experience in the relevant field.

(Max 5 Marks weightage will be given for experience more than 5 years) a) 5 years experience – 3 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.

3. Quality surveyor shall have minimum 5 years experience in relevant field.

(Max 5 Marks weightage will be given for experience more than 5 years) a) 5 years experience – 3 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.

4. Highway and construction engineer cum surveyor shall have 5 years experience in the relevant field.

(Max 5 Marks weightage will be given for experience more than 5 years) a) 5 years experience – 3 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.

5. Design Engineer shall have 5 years experience on the relevant field with knowledge of stand/stand pro and AutoCAD etc and M.Tech in structural engineering.

(Max 5 Marks weightage will be given for experience more than 5 years) a) 5 years experience – 3 marks + 1 marks extra for each year of experience over 5 years , there of subject to max-5 marks.

Total Marks for above criteria 100

The minimum technical score required for opening financial bid will be 70 Marks.

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

SECTION – V
Price Bid

From

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

Sir,

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 – V
FORMAT FOR FINANCIAL BID

FROM:

TO:

The Superintending Engineer,
(Projects-I), GHMC

Sir:

Subject: Hiring of Project Management Consultancy Services for

Project management Consultancy services for, Proof Checking, Construction, Supervision and Quality Control Assurance for the work of “Consultancy Services for Proof checking and construction supervision for the work of “ Design and construction of Grade separator at Tolichowki, Hyderabad” - Reg

We, the undersigned, offer to provide the Project Management consultancy services for the above in accordance with your bid document dated [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.

(Phase-I in figures/ words)	(Phase-II in figures/ words)	Total in figures/ words Phase-II	Total
A	B	A+B	
Proof checking of Designs and drawings	Project Management (Construction, Supervision, Quality control & Annurance)		

Total quoted fee is Rs. _____ (In words _____).

Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date].

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

We remain,

Yours sincerely,

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

Form of Bid

To
The Superintending Engineer
(Projects-I), GHMC

.....

Sir,

I / We, do hereby Bid and, if this Bid be accepted undertake to execute the following consultancy works, viz **Consultancy Services for Proof checking and construction supervision for the work of “ Design and construction of Grade separator at Tolichowki, 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, I/We have carefully followed the invitation to Bids and Instructions to Bidders and have read the Conditions of Contract, Terms of Reference and that I / We have made physical inspection of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the Contract, and in the Terms of Reference; and distinctly agree that I/We will not hereafter make any claim or demand upon the GHMC / Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

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

enter into the required agreement as defined in the Bid documents I / We
... .. agree the forfeiture of the earnest money. Any notice required to be served
on me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or
forwarded to 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 eh 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 ad 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 of _____ 20_____

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

Name of witness _____ Address _____

(Signature of Witness)
GHMC

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, _____ branch 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

Consultant

- 47 -

Superintending Engineer
(Projects-I), GHMC

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 Contractor 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

Name.....

On behalf of the Contractor

On behalf of the Contractor

In the presence of:

In the presence of:

.....

.....

Name

Name

Address.....

Address.....

SECTION VI

Schedules of supplementary information

SCHEDULE – A

PROFORMA
IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE
FOR EARNEST MONEY DEPOSIT

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

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

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

THE CONDITIONS of this obligation are:-

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

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

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

DATE..... SIGNATURE OF THE BANK

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

(Signature, Name and Address)

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

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

PROFORMA

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE FOR BALANCE “E.M.D.”

_____ (name & address of Department)

WHEREAS _____

_____ (name and address of Contractor) (hereinafter called “the Contractor”)
has undertaken, in pursuance of Contract No. _____ dated: _____ to execute the
work of _____ [name of work];

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Commercial Bank for the sum specified therein as balance EMD / EMD for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid upto i.e., until 28 days from the date of expiry of the Defects Liability period.

Signature & seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

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. 40/- lakhs 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. 40 lakhs.

In case of Bidders other than the companies, if the turn over in any of the above financial years does not exceed Rs. 40 Lakhs 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	31-03-2011	31.03.10	31.03.09	31.03.2008	31.03.2007
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	2010-11	2009-10	2008-09	2007-08	2006-07
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 :

1.

Name of Partner

1.

Signatures

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 Bidding 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 Bidding 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 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 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 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 VII

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

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