GREATER HYDERABAD MUNICIPAL COPRPORATION

Proposal Document

Expression of Interest cum Request for Proposal

For

"Expression of Interest (EOI) cum bid invitation for Junction Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC"

EoI cum Bid NoticeNIT.No.48/EE/Cir-21/SLPZ/GHMC/2022-2023 dt.21.02.2023

Greater Hyderabad Municipal Corporation

O/o. Executive Engineer, Chandanagar Circle-21,

Serilingampally Zone, GHMC

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Section I: Schedule of Bid Process

Bidders are invited to submit their Bids on or before the time, date and at the office for submission as indicated below. The Bids submitted after this time and date or at any other office other than indicated herein below will not be considered under any circumstances; unless notified by the Authority with full information of the altered time, date and the office for submission. Bid document will be available at O/o the Executive Engineer, Chandanagar Circle-21, Serilingampally Zone, GHMC. Interested bidders can obtain document by payment of Rs.500/- in the form of Demand Draft in favour of the Commissioner, GHMC which is not refundable.

EoI cum Bid Notice NIT No.48/EE/Cir-21 /GHMC/2022-23, Date: 21.02.2023

1. Critical Date Sheet

S.No.	Event description	Date & Time
1.	RFP Start date (Date &Time)	23.02.2023@ 12.00 PM
2.	Bid Due date / Bid Submission date	02.03.2023@ 12.00 PM
3.	Address for communication & submission of Bid	The Executive Engineer, Greater Hyderabad Municipal Corporation CIRCLE OFFICE, CHANDANAGAR, CIRCLE-21, SERILINGAMPALLY ZONE , HYDERABAD
4.	Date & Time for opening of Technical Bid (Eligibility &Qualification Criteria)	02.03.2023@ 12.15 PM
5.	Date & Time of opening of Financial Bid	02.03.2023@ 12.30 PM
6.	Bid Security (Refundable)	**Rs. 25,000/ (Rupees Twenty-Five Thousand only)** in the form of demand draft drawn in favor of the **Commissioner, Greater Hyderabad Municipal Corporation** payable at Hyderabad and drawn on any scheduled bank.
7.	Proposal Validity Period	90 days from last date of proposal receipt

2. Two Bid System

The two-bid system will be followed for this RFP. In this system, the bidder shall submit his/her offer in two parts viz. Technical Bid and Commercial Bid.

The offers submitted shall be via hard copy in sealed envelopes at GHMC office only. Online submission of bids shall not be entertained and the bids shall be summarily rejected.

2.1. Part 1: "Technical Bid"

The technical bid shall contain the following documents:

a. Copy of Work Orders/ Contracts/ Agreements issued by / signed with Central/ State Government (Ministry / Department / Undertaking / PSU / Autonomous body/Reputed clients) or ULBs for similar assignments executed by the consultants. The similar assignment means consultancy service/ on-site support of all/ most of the requirement mentioned in terms of reference (ToR) of this tender document in a single project in India/ abroad. The eligibility criteria is also detailed in Section III.

   The consultants are required to submit supporting document for the experience i.e. Work Orders and Consultancy service completion report from the previous requisite clients etc. along with contact details of the end user. These documents would be subject to further verification by the client, if required. Submission of any false information would lead to forfeiture of EMD and permanent debarment of consultant.

b. Copy of all documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation shall be enclosed.

c. Copy of **GST** and **PAN**/ Registration certificate, as applicable shall be enclosed.

d. Copy of audited financial statements shall be attached.

e. Duly filled Technical Bid with valid signature of authorised person on each document of the bid submitted.

f. Proposal Form as per format given at **Annexure II** must be enclosed by the consultant along with Technical Bid.

g. Methodology proposed by the consultant for assignment specified in this tender document.

h. Key personnel to be deployed for the assignment as per the format given at **Annexure VI** along with qualification and relevant experience of each deployed key staff.

i. Signed copy of other related documents mentioned in the tender document but not listed here.

2.2. Part 2: “Financial Bid”

The Bidder shall submit the financial bid as per the format mentioned in the RFP document in a separate sealed cover quoting the lumpsum consultancy fee for “Consultant Architect / Structural Engineer for Junction Improvement works in Chandanagar Circle-21, Serilingampally Zone, GHMC”

The applicant shall quote the consultancy fee for the entirety of services. If any applicant has not quoted any rate, their bid will summarily be rejected.

GHMC reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject the tender without giving any notice or assigning any reason. The decision of the Commissioner, GHMC in this regard shall be final and binding on all. Any updates, Corrigendum, etc. against the above RFP shall be published on the GHMC official website only. Those shall not be published in any other newspaper or media thereafter.

3. Contact information

For any further information please contact the official provided below on any working day:

- The Executive Engineer,
- Greater Hyderabad Municipal Corporation
- CIRCLE OFFICE, CHANDANAGAR, CIRCLE-21,
- SERILINGAMPALLY ZONE , HYDERABAD
- E-mail: eec21.ghmc@gmail.com

— END OF SECTION I —

Section II: Terms of Reference

1. Introduction

GHMC, the urban local body for Hyderabad, has its head office at Tank Bund

The objective of seeking Expression of interest is to Engage Architectural Consultant Firms Registered Under Council of Architect, Hyderabad, to provide consultancy services for "Consultant Architect / Structural Engineer for Junction Improvement works in Chandanagar Circle-21, Serilingampally Zone, GHMC"

The duly filled up application in prescribed format for engagement of architect for "Consultant Architect / Structural Engineer for Junction Improvement works in Chandanagar Circle-21, Serilingampally Zone, GHMC" is to be sent to the undersigned super-scribing on the top of the envelop" Engaging of ***Expression of Interest (EOI) cum bid invitation for Junction Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC***".

2. Objective

The broad objective of this RFP is to Engage Architectural Consultant/Structural Engineer Firms Registered Under Council of Architect, Hyderabad, to provide consultancy services for "***Expression of Interest (EOI) cum bid invitation for Junction Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC***" which is sustainable and to provide technical assistance during the construction phase to GHMC.

3. Brief Scope of Work

Broadly the selected firm shall provide the following services:

1) SCOPE OF WORK:

The detailed scope of work for the project include the following:

<u>Stage 1: Concept design</u>

A. Site Visits & Reconnaissance survey:

A. Site visits shall be carried out by the team to gain an understanding of the scale, site topography, traffic movements, environment, site connections, and civic infrastructure and the issues and potential on site.

B. Videography and photo documentation of the existing features on site shall be conducted.

B. Topographic Survey:

C. A detailed total station based topographic survey shall be carried out which shall identify all landscape, streetscape, and built form –on 100m on all sides from junction including 50m along the major side roads

C. Activity analysis

D. Mapping landmarks, land uses and activities around the junctions to analyze areas of conflict and user patterns.

E. Mapping the existing movement patterns.

F. Mapping of pedestrian movement and safety issues at the current pedestrian crossings.

G. Propose a revised design for the vehicular and pedestrian movement based on the survey and best practices.
H. Temporary and permanent traffic measures for the improvement of the junction.

D. Preparation of Concept Drawings:

I. Prepare a concept design for the junction that is consistent with the survey and follows relevant Indian Roads Congress standards.
J. The concept designs shall capture the vision and objectives set by the consultant to create landmark intersections for the city

The concept report including the above details shall be submitted for vetting and approval from the concerned authorities.

Stage 2: Detailed design development and tender drawings BOQ.

Based on the approval of the concept design, the consultant shall prepare the detailed design drawings for the junction area including the tender stage drawings**.**

A. Preparation of Concept Drawings:

- Modify the concept designs incorporating required changes and comments by concerned authorities and develop more detailed drawings/ designs.
- Prepare and submit detailed drawings of the different street features with dimensions and all details and required sections.
- Prepare and submit plans for street features or any special elements as per design.
- Finishes and materials details with images/catalogs to explain the same
- Based on approvals, preparation of the drawings required for the tendering process.

B. Submission of the estimate.

- The consultant shall submit the necessary Tender drawings as well as material specifications and quantities of the different elements as per design and the detailed estimate (including BOQ).

Stage 3: Issue of detailed working drawings and designs to the allotted Agency and Periodic site monitoring.

- Post the submission of the tender drawings and appointment of contractor, detailed working drawings for the junction design shall be prepared for execution on site.
- Issue good for construction drawings as required on site for execution.
- The consultant's representative shall undertake periodic site monitoring along with the Engineer-in charge to ensure compliance of the design by the contractor.
- The consultant shall also select the material as per the specifications and requirements of the design

Any issues or deviations arising at site shall be brought to the notice of the Engineer- in charge and addressed and any drawings required for the same shall be issued.

4. Team Structure

In order to carry out the work described above, GHMC requires the services of a professional planning and design team that includes full range of architectural, engineering, and is capable of supporting the project into complete design, bidding and construction.

The design team should have Principal Architect who should be an individual and have established record of experience leading a planning team. The consultant team must include building code support members, site design and engineering capability in civil, air conditioning and electrical.

The firm is expected to submit details of the following team members to showcase demonstrable experience in providing the services.

S.No	Positions	Qualification	Minimum Experience Requirement
1.	Principal Architect (Team Leader)	B. Arch -	Having experience of completing similar project as team leader. Experience more than 15 years in urban architecture.
2.	Architect – 1	B.Arch -	Having experience of more than 10 years in preparation of concept plan, structural design & drawing, services, ancillary works
3.	Quantity Surveyor	B.E – Civil Engineering	Having experience of more than 10 years in preparation of cost estimation based on current Schedule of Rates of TPHMED and Non-Schedule items if require based on market rate analysis
4.	Civil Engineer	B.E	Civil Engineering having more than 10 years of experience

5. Payment Terms

a. 10% of the fees shall be paid on submission of inception report.
b. 25% fees shall be paid on approval of Architectural drawings.
c. 25% fees shall be paid on Submission of Cost estimate, tender document
d. 20% of the fees shall be paid on Completion of 50% of work .
e. Balance 20% consultancy fee charges will be released after completion of the Junction Improvement work as per the design and estimate given by the agency subject to meeting the other conditions in the agreement related to the firm rendering the supervisory assistance services for ensuring architectural compliance of the model as designed by the firm.
f. Mandatory deductions will be affected as per the Govt norms in force for consultancy services.

6. Number of Drawings sets, etc. and Copy Right

All the estimates, details of quantities, detailed designs, reports and any other details envisaged under this Agreement, including drawing-architectural, structural, electrical, network or other services would be supplied by the Architects as indicated above, but not less than 5 sets of prints and one reproducible copy in A-1 size on Imperial size drawing sheets and tracing clots to the suitable scale as well invariably. All these drawings will become the property of the Authority and it will have the right to use the same anywhere else. The drawing cannot be issued to any other person, firm or authority or used by the Architects for any other project. No copies of any drawing or document shall be issued to anyone except the Authority without permission.

7. Project Timelines

The overall period of the engagement of the firm shall be twelve (12) months from the date of signing of agreement. The timelines and specific milestones are as detailed below:

#	Milestone	Timeline (T=0 Months)
1.	Survey, and inception report & Architectural drawings	T+0.5 month
2.	Cost estimate and tender document	T+1 months
3.	Project Supervision and Coordination	T+1 to T+12 months

— END OF SECTION II —

Section III: Eligibility and Evaluation

1. Eligible Consultants

i. Sole proprietorship, registered partnership firm, public limited company, private limited company, LLP, Agencies can submit the Bid. The firms and the companies should be registered in India.

ii. The invitation is open to all the architectural/ consultancy firm/ organization registered under relevant Acts/ Rules.

iii. The Applicant may be an independent single entity or a joint venture or a consortium/ association of entities. In case of a joint venture/ consortium the name of the entity that is the 'Lead Partner/Lead member' should be clearly stated in their bid.

iv. The Applicants should have at least five (05) years of experience in providing architectural design services to government entities/departments/reputed clients in India.

v. The Applicant shall have provided similar consultancy services for at least (1) work pertaining to construction of Modern infrastructures with minimum project cost of not less than Rs. 1.00 crore (Rupees one Crore only) in any one year during the last five (05) financial years preceding date of submission of proposal for Govt./ Semi Govt./ Corporate houses/reputed clients.

Note: *The Applicants are required to submit supporting document for the past experience i.e. copy of the work order & completion report etc. These documents would be subject to further verification by the client, if required. Submission of any false information would lead to forfeiture of EMD and disqualification of the Applicant.*

vi. The Applicant should have Annual Average turnover of minimum Rs. 10 lakhs in last 3 (three) financial years ending March 31st, 2022.

vii. Applicant should be registered with Sales Tax/ Income Tax Department of Government of India and should possess a valid GST and PAN Registration/ Certificate.

viii. The Applicant must have operational office in Hyderabad.

ix. Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices.

Note: *GHMC reserves the right to award/ reject the orders to any consultant without assigning any reason thereof.*

2. Evaluation Criteria

The consultant must quote for all the assignment mentioned under terms of reference on a lumpsum cost basis.

i. The Evaluation Committee will evaluate the Technical Proposal using the evaluation parameters as laid under in Clause 1 of this RFP.

#	Evaluation parameter	Maximum Marks
E1	Turnover Annual Average turnover of minimum Rs. 10 lakhs in last 3 (three) financial years ending March 31st, 2022. INR 10 lakhs to INR 100 lakhs –5 marks	10

#	Evaluation parameter	Maximum Marks
	>INR 100 lakhs – 10 marks	
E2	Relevant Work Experience Minimum least five (05) years of experience in providing architectural design services to government entities/departments or any reputed clients in India (Minimum 2 projects – 2x10=10 marks)	20
E3	Relevant Work Experience Experience in works pertaining to consultancy for construction of infrastructures/buildings/sports complexes pertaining to any Govt./Semi Govt. entities with minimum project cost of each project not less than Rs. 1.00 crore (Rupees One Crore only) during the last five (05) financial years. (Maximum 2 projects – 2x10=20 marks)	20
E4	Proposed team structure, qualification and experience as per terms of reference (Maximum 4 resources – 4x5=20 marks)	20
E5	Understanding, draft design and proposed model suggested by the Firm to be evaluated by evaluation committee including: • Assessment of current situation • Attention to all main issues and other aspects not considered in TOR • Methodologies and Technical approach proposed • Compatibility of these methodologies with the proposed approach. • Comparison with International Standards • Innovative concept design **Note:** Presentation of concept may be sought and date shall be communicated in prior to applicants.	30
	Total (E1+E2+E3+E4+E5)	**100**

3. Submission of the RFP

a. The RFP shall be submitted along with the filled in formats provided as appendices to this document in two cover system i.e. (i) Technical Bid cover (ii) Financial Bid cover.

b. All envelopes shall be super scribed as **NAME OF THE BIDDER:……** and followed by **"consultancy services for "*Expression of Interest (EOI) cum bid invitation for Junction Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC*"**

c. The EOI shall be submitted on or before 12.00 Hrs (IST) on 02.03.2023

d. Submission by email or other electronic means will not be accepted. It is the responsibility of the interested party to ensure that it is delivered at prescribed address by the stated deadline through post/courier/ in person only. The Authority shall not be held responsible for any delay in delivery or lost in transit cases.

e. The RFP shall be submitted through offline mode only and addressed to:

The Executive Engineer,

Greater Hyderabad Municipal Corporation

CIRCLE OFFICE, CHANDANAGAR, CIRCLE-21,

SERILINGAMPALLY ZONE , HYDERABAD

E-mail: eec21.ghmc@gmail.com

f. Only complete EoI cum RFP response received on or before the due date and time shall be considered.

g. At any time prior to the deadline for submission of proposals, GHMC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document and the same will be enclosed in the GHMC website.

h. GHMC at its discretion may extend the deadline for the submission of proposals if the bid document undergoes changes during the bidding period, in order to give prospective consultants time to take into the consideration the amendments while preparing their revised proposals.

i. Bidders should keep viewing the above-mentioned websites for any corrigendum/ change. There wouldn't be any newspaper advertisement towards the same. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

4. Technical Bid

The applicant shall submit the following documents in a sealed cover "Technical bid cover"

a. Covering Letter as per Annexure I

b. Details of the Applicant as per Annexure II

c. Financial Capacity of Applicant as per Annexure III

d. Prior Work Experience of Applicant as per Annexure IV and details of Work Experience as per Annexure V

e. Key staff deployed and qualifications as per Annexure VI

f. Approach and Methodology as per Annexure VII

g. Bid security of Rs.25,000/- (Rupees Twenty-Five thousand only) in shape of a Demand Draft drawn in favour of "The Commissioner, GHMC" payable at Hyderabad which shall be refundable. The Bid security is returned to those applicants who are not qualified at Technical Bid stage immediately after completion of the empanelment process and the Bid security of the empanelled applicants will be returned after completion of their agreement period.

5. Financial Bid

The Bidder shall submit the financial bid as per the Annexure VIII in a separate sealed cover quoting the **lumpsum cost** for "***Expression of Interest (EOI) cum bid invitation for Junction***

Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC" The applicant shall quote the consultancy fee for the entirety of services. If any applicant has not quoted the fee, their bid will summarily be rejected.

6. Selection criteria

i. An Evaluation Committee ("Committee") appointed by the Authority will examine the proposals submitted by the applicants based on the parameters as defined in the technical evaluation criteria.
ii. If the Committee so decides that a presentation by the Applicants on their submitted models is required to be given before the Committee, the same will be intimated to the applicant. The Committee reserves the right to waive-of any shortfalls during evaluation; accept the whole or part of or reject any or all responses to this Bid.
iii. The decision of the Committee is final and binding on all the applicants for selection of the models and no correspondence is entrained in this regard.
iv. The committee shall select the technical proposal (including proposed design, approach and methodology) based on this evaluation and the selected Applicants shall be deemed as Technically Qualified.
v. The Committee will evaluate the financial bid of only the Applicants who has qualified in technical evaluation.
vi. Mere submission of designs does not entitle the Applicants for qualifying in technical evaluation but the design shall be selected by the Committee as appropriate and adaptable for that category of the park.
vii. If the Committee so decides that a presentation by the Applicants on their submitted proposals is required to be given before the Committee, the same will be intimated to the applicant (at any time before Financial bid evaluation).

7. Issue of Letter of Award

After selection, a Letter of Intent (the "LOI") shall be issued to the Selected Applicant. The Selected Applicant shall, within 15 (fifteen) days from the date of the LOI shall submit the Letter of Acceptance (LOA)

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in above clause. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

8. Deadline for Submission of Bids

Bids must be submitted before the due date and time as specified in the critical date sheet.

GHMC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

9. Late Bids

The bid submission would not be possible after the deadline for submission of bids.

10. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document; GHMC interpretation of the clauses shall be final and binding on all parties.

Annexure I: Cover Letter

(On company Letter Head & to be signed by MD/ CEO/ Proprietor)

Date: / /2023

To

The Executive Engineer,

Chandanagar Circle-21,

Serilingampally Zone,

Greater Hyderabad Municipal Corporation, Hyderabad.

Dear Sir

Subject: **Submission of Proposal for "*Expression of Interest (EOI) cum bid invitation for Junction Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC*".**

Having examined the RFP, the undersigned, offers to submit the application in full conformity with the said RFP. I/We have read the provisions of RFP and confirm that these are acceptable to us.

I/We hereby declare that all the information and statement made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification at any stage of the selection process.

I/We understand that you are not bound to accept any proposal you receive. Also, at any stage, the process may be terminated without assigning any reason and without any liability to firms, whatsoever, it may be.

Thanking you. Yours faithfully

Signature:

In Capacity of ----------

Duly authorized to sign proposal for and on behalf of ----------

Place----------

Annexure II: Details of the Applicant

a)	Name of the Applicant (Legal Name)	
b)	Country of incorporation	
c)	Legal Status	
d)	Year of Establishment	
e)	Registration details	(Enclose certificate of Incorporation/ Registration etc. as applicable)
f)	Address for Communication	
g)	PAN Number	Copy to be enclosed
h)	GST Number	Copy to be enclosed
i)	Brief description including details of its main lines of business	
j)	Name, Address, E-mail id and Contact Number of the Authorized Signatory, who is authorized to respond to this EOI	
k)	Any other information	

For M/s _____ (Name of the Consultant)

Signature & company seal

Name

Designation

Email

Mobile No.

Annexure III: Financial Capacity

(On company Letter Head)

S. No.	Particulars	Turnover (INR)
(a)	2021-22	
(b)	2020-21	
(c)	2019-20	
	Average Turnover for last 3 FYs	

(The bidder to attach audited annual report, balance sheets, profit and loss account and audit reports certified by C.A.)

Name

Designation

Email

Mobile No.

Annexure IV: Applicant Experience

(On company Letter Head)

S. No.	Client	Project Name	Project value(INR)	Consultancy Fees (INR)	Date of Initiation	Completion date	Documentary proof attached
1.							
2.							
3.							
4.							

Signature:

Name

Designation

Email

Mobile No.

Annexure V: Details of Work Experience

S. No.	Particulars	Details
(a)	Name of the Project	
(b)	Type of Project	
(c)	Type of the Client (if applicable)	Government/ PSU/ Private firm
(d)	Name of Client	
(e)	Project area	
(d)	Project cost	
(e)	Development model	
(f)	Requirements from Client	
(g)	Payment terms	
(h)	Key features	
(i)	Project Photos/ Drawings	
(j)	Developed Area Chart	

Note: Applicants are required to submit supporting documentary proofs such as Agreement/ Work Order& Completion certificates.

Applicant may fill separate sheet for each project.

Annexure VI: Key staff deployed and qualifications

Consultant to share the structure of team to be deployed, CVs of proposed team in line with Terms of Reference and Evaluation Criteria as per Section II, Clause 5.

The CVs shall be in the following format:

Name of Staff – Position proposed				
1.Name of staff	:			
2.Date of birth	:		3. Nationality:	
4.Education	:	**College/University**	**Degree obtained**	**Date/Year of obtainment**
4.Membership of professional associations	:			
5.Other training	:			
6.Countries of work experience	:			
8. Language		**Language**	**Read**	**Write**	**Speak**
9. Employment record		**From ____ to _____**			
		Employer		**Position held**	
10. Work undertaken that best illustrates capability to handle the tasks assigned					

Certification:

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

[Signature of Staff Member or Authorized Representative of the Consultant/Firm]

Date:

Annexure VII: Design, Approach and Methodology

(To be a maximum of 10 pages)

The Applicant shall detail and describe the proposed design, concept plan, approach and methodology for execution in this annexure which shall be evaluated as per the Evaluation Criteria mentioned in Section III, Clause 2.

Annexure VIII: Financial Bid

(On company Letter Head & to be signed by MD/ CEO/ Proprietor)

Date: / /2023

To

The Executive Engineer

Chandanagar Circle-21, SLPZ

Greater Hyderabad Municipal Corporation

Dear Sir

Subject: **"*Expression of Interest (EOI) cum bid invitation for Junction Improvements on CRMP roads-Preparation of DPRs for taking up traffic junction improvement at Hitex Junction(3 way) incorporating pedestrian friendly crossing in Chandanagar Circle-21, Serilingampally Zone, GHMC*"**

1. We have examined the details given in Request for Proposal provided by GHMC, for the Selection of Consultant(s) for subject work. Our fee for the Scope of Services described in the RFP amounts to _____.

2. We undertake, if our Bid is accepted, to commence the works as soon as is reasonably possible after the receipt of the GHMC's notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of 90 days after the deadline date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Thanking you. Yours faithfully

Signature:

In Capacity of ----------

Duly authorized to sign proposal for and on behalf of ----------

Place----------

Section IV: General Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.

b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.

c) "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.

d) "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.

e) "GC" means the General Conditions of Contract.

f) "Local Currency" means Indian Rupees.

g) "Member", in case the Consultant/ Firm consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant/ Firm's Right and Obligations towards the Employer under this Contract.

h) "Party" means the Employer or the Consultant/ Firm, as the case may be, and Parties means both of them.

i) "Personnel" means Persons hired by the Consultant/ Firm or by any Sub Consultant/ Firm as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.1 of GC.

j) "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.

k) "Services" means the Work to be performed by the Consultant/ Firms pursuant to this Contract as described in Terms of Reference.

l) "Sub Consultant/ Firm" means any Entity to which the Consultant/ Firm subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.

m) 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant/ Firm, or a Sub Consultant/ Firm.

1.2. Law Governing the Contract

These standard conditions shall be governed by and construed in accordance with the laws of India. The Courts in Telangana shall have the exclusive jurisdiction to entertain and decide any petition, application, suit etc. pertaining to the present project and any subject thereof.

1.3. Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4. Notices

- Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions 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 to such party at the mentioned address.
- A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

1.5. Location

The Services shall be performed in the Greater Hyderabad Municipal Corporation Area

1.6. Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant/ Firm may be taken or executed by the Officials specified in the Contract.

1.7. Taxes and Duties

The Consultant/ Firm, Sub Consultant/ Firm and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price. 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 incurred by the Consultant/ Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/ Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in GC 6.2.

1.8. Limit of scope of work

Employer may limit scope of work to any stage / components and the payments shall be done up to that completion of services till that stage**.**

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the GC.

2.2. Commencement of Services

The Consultant/ Firm shall begin carrying out the Services from the Effective Date, or at such other Date as may be specified by the Employer.

2.3. Expiration of Contract

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

2.4. Modification

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, “Force Majeure” means an Event which is beyond the Reasonable Control of a Party, and which makes a Party’s Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The Failure of a Party to fulfil any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

2.5.3. Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure and as approved by the Competent authority of GHMC.

2.6. Suspension

The Employer may by Written Notice of Suspension to the Consultant/ Firms, suspend all Payments to the Consultant/ Firm hereunder if the Consultant/ Firm fail to perform any of his 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 Consultant/ Firm to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant/ Firm of such Notice of Suspension. Employer shall pay Consultant/ Firms for all work-in-progress, Services already performed, and expenses incurred by Consultant/ Firms up to and including the effective date of the Suspension of this Agreement.

2.7. Termination

2.7.1. By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ Written Notice of Termination to the Consultant/ Firms, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant/ Firm does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.

b. If the Consultant/ Firm (or any of their Members) becomes insolvent or bankrupt.

c. If, as the result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or

d. If the Consultant/ Firm, 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

   i. “Corrupt Practice” means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.

   ii. “Fraudulent Practice” means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultant/ Firms (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2. By the Consultant/ Firm

The Consultant/ Firm may terminate this Contract, 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 (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant/ Firm pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty-five (45) days after receiving Written Notice from the Consultant/ Firm 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 with in forty five (45) days (or such longer period as the Consultant/ Firm may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant/ Firm’s Notice specifying such Breach.

c. If, as the Result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days).

   However, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if Consultant reasonably determines that Consultant can no longer provide the Services in accordance with applicable law or professional obligations.

2.7.3. Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

a. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.

b. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.

c. Any Right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant/ Firm 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/ Firm and Equipment and Materials furnished by the Employer, the Consultant/ Firm shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5. Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant/ Firm.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.

b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultant/ Firm

3.1. General

The Consultant/ Firm shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant/ Firm 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/ Firms or Third Parties.

3.2. Conflict of Interests

3.2.1. Consultant/ Firm not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant/ Firm pursuant to Clause 6.0 shall constitute the Consultant/ Firm's Sole Remuneration in connection with this Contract or the Services, and the Consultant/ Firm shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultant/ Firms shall use their best Efforts to ensure that the Personnel, any Sub Consultant/ Firms, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Consultant/ Firm, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant/ Firm shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant/ Firm in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

3.2.3. Consultant/ Firm and Affiliates not to engage in certain Activities

The Consultant/ Firm agrees that, during the Term of this Contract and after its Termination, the Consultant/ Firm and his Affiliates, as well as any Sub Consultant/ Firm and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4. Prohibition of Conflicting Activities

Neither the Consultant/ Firm nor his Sub Consultant/ Firms nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract.

3.3. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

3.4. Insurance to be taken out by the Consultant/ Firm

The Consultant/ Firms (a) shall maintain professional indemnity insurance to cover professional liability up to fee value of this project.

3.5. Consultant/ Firm's Actions requiring Employer's Prior Approval

The Consultant/ Firm shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant/ Firm and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant/ Firm shall remain fully Liable for the Performance of the Services by the Sub Consultant/ Firm and its Personnel pursuant to this Contract.

b. Appointing such Members of the Personnel not listed by name in Annexure V ("Key Staff Deployed and Qualifications"),

3.6. Reporting Obligations

The Consultant/ Firm shall submit to the Employer the Reports and Documents specified in RFP in the Form, in the Numbers, and within the Periods set forth in the RFP.

3.7. Documents prepared by the Consultant/ Firm to be the Property of the Employer

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services shall remain with Consultant .Notwithstanding the delivery of any Services, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Employer Information reflected in them).

3.8. Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant/ Firm by the Employer or purchased by the Consultant/ Firm 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/ Firm shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant/ Firm, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

4. Consultant/ Firm's Personnel and Sub Consultant/ Firms

4.1. Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant/ Firm's Key Personnel are described in the RFP. The Key Personnel and Sub Consultant/ Firms listed by Title as well as by Name in Annexure V are hereby approved by the Employer.

4.2. Removal and / or Replacement of Personnel

a. If for any Reason beyond the Reasonable Control of the Consultant/ Firm, it becomes necessary to replace any of the Key Personnel, the Consultant/ Firm shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.

b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant/ Firm shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.

c. The Consultant/ Firm shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5. Obligations of the Employer

5.1. Assistance and Exemptions

Unless otherwise specified in the RFP, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.

b. Assist the Consultant/ Firm and the Personnel and any Sub Consultant/ Firms employed by the Consultant/ Firms for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.

c. Provide to the Consultant/ Firm, Sub Consultant/ Firms and Personnel any such other Assistance as may be specified in the RFP.

5.2. Services and Facilities

The Employer shall make available to the Consultant/ Firm and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in RFP at the time and in the manner specified, provided that if such Services, Facilities and Property shall not be made available to the Consultant/ Firms as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant/ Firm for the Performance of the Services, (ii) the Manner in which the Consultant/ Firm shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultant/ Firms as a result thereof.

6. Payment to the Consultant/ Firm

6.1. Remuneration

The Consultant/ Firm's Total Remuneration shall be quoted in lumpsum including all Staff Costs, Sub Consultant/ Firms' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant/ Firm in carrying out the Services described in Terms of Reference. Except as provided in Clause 5.2, the Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2. Contract Price

The Contract Price shall be set forth based on the Financial proposal submitted by the Consultant.

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that 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 Clause 12.

8. Good Faith

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

9. Limitation of Liability

The Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid/limited to the amount of fees for the Services that directly caused the loss in connection with claims arising out of this Contract or otherwise relating to the Services. 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.

To the fullest extent permitted by applicable law and professional regulations, Employer shall indemnify Consultant against all claims by third parties (including the Employer's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Employer or at Employer request. Employer shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report.

10. Exclusions

As part of the Contract, the Consultant/Firm is not expected to provide any accounting, legal or tax advice or prepare any branding or marketing material, engineering drawings and estimates, brand logo other than when the Consultant/Firm or any third party is appointed to do so under a separate contract. In the case that a third party is appointed, the Consultant/Firm is expected to do the Project Management for the same.

11. Payment Schedule

Payment will be made as specified in the Terms of Reference.

12. Arbitration

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

If the Executive Engineer fails to give notice of his decision in writing with in a period of thirty days after being requested or if the Consultant is dissatisfied with the notice of the decision of the Executive Engineer, the Consultant may 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 herein after 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/- and upto 50,000/- in Value	:	Chief Engineer 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 Consultants 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.

13. Foreclosure

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.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.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.

— END OF SECTION IV —