

GREATER HYDERABAD MUNICIPAL COPRPORATION

Proposal Document



Request for Proposal For “**Construction of Pre-cast Rain Water Holding structures at various Major water logging points in GHMC, Empanelment of Agencies**”

Bid Short NIT.No.11/SE(M)/SBZ/GHMC/2024-25 dt.25.07.24.

Greater Hyderabad Municipal Corporation

O/o. Superintending Engineer,

Secunderabad Zone, GHMC.

DISCLAIMER

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

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by and interested party upon the statements contained in this RFP.

The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assess mentor assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to shortlist any interested party and the Authority reserves the right to reject all or any of the submissions without assigning any reasons whatsoever.

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

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 Superintending Engineer, Secunderabad Zone, GHMC. Also available at website www.ghmc.gov.in under Download/Tender Notifications.

Bid NIT.No.11/SE(M)/SBZ/GHMC/2024-2025 dt.25-07-2024.

1. Critical Date Sheet

Sl.no	Event Description	Date & time
1.	RFP Start date (Date &Time)	26.07.2024 @ 04.00 PM [IST]
2.	Bid Due date / Bid Submission date	02.08.2024 @ 01.00 PM [IST]
3.	Address for communication & submission of Bid	The Superintending Engineer, Secunderabad Zone, GHMC, Zonal Commissioner Building, 2 nd Floor, Opp: City Civil Court, West Marredpally, Secunderabad-500026. Cell No.9989930374.
4.	Last date of receiving queries / Pre-bi Meeting	30.07.2024 @ 3.00 PM
5.	Date & Time for opening of Technical Bid (Eligibility &Qualification Criteria)	02.08.2024 after 2.00 PM [IST] onwards
6.	Date & Time of opening of Financial Bid	To be intimated later.
7.	Bid Security (Refundable)	Rs.50,000/- [Rupees Fifty Thousand Only] should be paid in the form of demand draft drawn in favour of the Commissioner, GHMC payable at Hyderabad and drawn on any scheduled bank.
8.	Application Fee [Non Refundable]	Rs.2,000/- [Rupees Two Thousand Only] should be paid in the form of demand draft drawn in favour of the Commissioner, GHMC payable at Hyderabad and drawn on any scheduled bank.
9.	Proposal Validity Period	90 days from last date of proposal receipt

2. Conditions of Eligibility

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

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

- 2.1.1. The Applicant must be a registered firm / contractor in any Government Organizations in India and should have a minimum experience of 10 years in Construction Industry of structures either cast-in-situ or precast, and minimum of 2 years experience in precast construction in India. Documents Required: Appropriate Firm Registration certificates.
- 2.1.2. The average annual turnover of the company in the last 5 consecutive financial years preceding the Proposal Due Date (PDD) as per the audited balance sheets shall be atleast INR 4 crores. Please note: Turnover from Tax, Audit, Insurance, Accountancy, Assurance, Forensic Accountancy, Risk Advisory, etc. business shall not be considered as relevant Turnover experience. Documents Required: Certificate from statutory auditor/ CA audited financial statements for the five previous financial years.
- 2.1.3. The Bidder should submit Solvency Certificate for an amount of INR 1.00 Crore issued by Nationalized / Scheduled Commercial Bank. The date of issue of certificate should be within three months of tender closing

3. 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.

3.1. Part 1: Technical Bid

The technical bid shall contain the following documents:

- a) Copy of Experience certificates of works issued by / signed with Central/ State Government (Ministry / Department / Undertaking / PSU) or ULBs for similar assignments executed by the agencies. The similar assignment means construction activities 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 agencies are required to submit supporting document for the experience i.e. Experience certificates 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 agency.
- b) Necessary documents on plant availability(pre-cast structures) from concerned Executive Engineer shall be uploaded, details such as location of casting yard, availability of machinery for transport of precast structures, placing in position of precast structures etc shall be submitted.
- c) Copy of all documents related with Firm Registration/ Contractor registration copy shall be submitted.
- d) Copy of GST and PAN/ Registration certificate, as applicable shall be uploaded.
- e) Copy of audited financial statements shall be attached.
- f) Duly filled Technical Bid with valid signature of authorised person on each document of the bid submitted.

- g) Proposal Form as per format given at Annexure II must be uploaded by the agency along with Technical Bid.
- 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.

NOTE:- The Technical Bid Evaluation shall be approved by an Evaluation Committee for finalising the RFP for empanelment of agencies for Construction of Pre-cast Rain Water Holding structures at various major water logging points in GHMC:

3.2.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 lump sum fee for the entire construction of precast Rainwater holding Structures with all the specifications and requirements. The applicant shall quote the cost for the entirety of services i.e, cost involved in various site inspections, designing, preparation of working drawings, supply, laying and commissioning of precast rain water holding structure. 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.

4. Contact information

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

The Superintending Engineer,

Secunderabad Zone, GHMC.

E-mail: sesbz.ghmc@gmail.com

Cell: 9989930374.

Section II: Terms of Reference

1. Introduction:-

GHMC has proposed to construct Rain Water Holding Structures of appropriate size near major water logging points so that surplus water can be diverted to these tanks and the same can be re-pumped into the drain in any dry day. These tanks shall act as Rain water Harvesting Structures also.

Further, as per the instructions of the Government to take up Rain water holding structures at many locations, it is proposed to construct minimum of 50 such structures with precast construction technology in a short period.

As such, this RFP is called for empanelment of agencies who can take up precast construction so that many more such structures can be taken up in GHMC area and beyond.

Objective: Request for Proposal are invited for Empanelment from any eligible contractors/firms to take up Construction of Precast concrete Rain water holding structure at major water logging locations in GHMC including supply, laying, installation and commissioning of Precast rain water holding structure as per the relevant drawing, specifications and other details. The eligible agencies are required to provide the services as per scope of work given below.

2. Scope of work

The scope of work on part of the AGENCY shall include construction of rain water holding structures using precast constructions to complete in a short period with the following items.

- a. Providing, laying and fixing Precast Concrete rain water holding structures of M-25 of dimensions for 1 lakh litres, 2 lakh litres, 5 lakh litres and 10 lakh litres rain water holding capacity.
- b. Manufacture, Supply and delivery of RCC Socket and Spigot pipes confirming to BIS 15/2003 with all necessary items for diversion of water
- c. Providing injection borewells for 6 1/2" including all charges etc complete with all necessary items for injection of water
- d. Supplying and fixing of iron grills with all necessary items for collection of storm water
- e. Supply and fixing of HDPE 100 grade pipes with required dia (>90mm dia) and all necessary items for inlet and outlets
- f. Supply and fixing of UPVC pipes with required specification (>160 mm dia 6kg/cm²) and all necessary items for diversion of water
- g. Providing submersible pumps of required HP to pump the water into the nearest drain in 6 hours.
- h. All necessary items for excavation and carting of materials

3. Detailed scope of work

1. The agency shall inspect various major water logging locations in GHMC, assess the rain water discharge and identify a feasible location for construction of precast rain water holding structure.

2. Four types of designs shall be prepared for storing i) 1 lakh litres of rain water holding structure ii) 2 lakh litres capacity of rain water holding structure, iii) 5 lakh litres capacity of rain water holding structure and iv) 10 lakh litres of rain water holding structures and the estimated cost for taking up 3 types of rain water holding structures shall be arrived and quoted in a lumpsum value. **(A sample design of tank is enclosed for reference)**

3. Bidders are requested to submit their Proposal indicating the complete construction cost for each type design (1 lakh litre, 2 lakh litre, 5 lakh litre and 10 lakh litre).

4. Bidders may quote for one or more types. However, the said proposals shall not be binding on GHMC unless accepted vide a Letter of Acceptance to the Bidder/Agency. The Proposal/Bids will be scrutinized by the evaluation committee.

5. Working drawings shall be submitted at the time of execution of work and the work shall be taken up as per the directions of Engineer-in-Charge.

6. The agency shall require studying the site conditions and proximity of site to take up the entire work without any delay.

7. The bidders shall comply with all codal provisions and the works shall be executed with quality assurance standards.

Section III: Eligibility and Evaluation

- i) The Applicant must be a registered contractor in any Government Organizations in India and should have a minimum experience of 10 years in Construction Industry of building structures either cast-in-situ or precast, and minimum of 2 years experience in precast construction in India. Documents required: Appropriate Firm Registration Certificates
- ii) The average annual turnover of the company in the last 5 consecutive financial years (FY2019-20, FY2020-21, FY2021-22, FY2022-23, FY2023-24,) preceding the Proposal Due Date (PDD) as per the audited balance sheets shall be atleast INR 4 crores. The turnover shall be from Civil engineering constructions both Cast-in-situ and Precast. Please note: Turnover from Tax, Audit, Insurance, Accountancy, Assurance, Forensic Accountancy, Risk Advisory, etc. business shall not be considered as relevant Turnover experience. Doc Req: Certificate from statutory auditor/ CA audited financial statements for the three previous financial years.
- iii) The Applicants should have at least (02) years of experience in taking up construction of precast structures with government entities/departments/reputed clients in India.

Note: Bidder must submit documentary evidences such as Experience certificates/ Certification issued by Statutory Auditor/C.A. Experience without necessary proof will not be considered. Ongoing assignments shall be considered for evaluation

- iv) Applicant should be registered with Sales Tax/ Income Tax Department of Government of India and should possess a valid GST and PAN Registration/ Certificate.
- v) The Applicant must have a casting yard of precast structures in or around Hyderabad. The bidder should furnish self declaration on Rs.100/- Non-Judicial Stamp Paper regarding the availability of all machinery and equipment and the working condition of the plant (pre-cast structures).Details such as location of casting yard shall be submitted.
- vi) Availability of machinery for transport of precast structures, placing in position of precast structures etc with the agency shall be submitted.
- vii) Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices
- viii) The Bidder should submit Solvency Certificate for an amount of INR 1. Crores issued by Nationalized / Scheduled Commercial Bank. The date of issue of certificate should be within three months of tender closing.
- ix) Signed copies of all other related documents mentioned in the Tender document shall be submitted

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

BID EVALUATION :- The Technical Bid Evaluation shall be approved by the following members constituted in the Evaluation Committee for finalising the RFP for Construction of Precast Rain Water Holding structures at various major water logging points in GHMC:

- a) The Engineer-in-Chief, GHMC
- b) The Superintending Engineer, Secunderabad Zone
- c) The Superintending Engineer, QCC Division

1. 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.

All envelopes shall be super scribed as NAME OF THE BIDDER:... and followed by name of work

- b) The bid shall be submitted on or before 2.8.2024 1.00 PM
- c) 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.

- d) The RFP shall be submitted through offline mode only and addressed to:

The Superintending Engineer,
Secunderabad Zone, GHMC.
Zonal Office Building, 2nd Floor,
Opp: City Civil Court, West Marredpally,
Secunderabad-500026.
E-mail: sesbz.ghmc@gamil.com
Cell: 9989930374.

- e) Only complete RFP response received on or before the due date and time shall be considered.
- f) 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 uploaded in the GHMC website.
- g) 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 agencies time to take into the consideration the amendments while preparing their revised proposals.
- h) 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.

2. 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. Work Experience of Applicant as per Annexure IV
- e. Availability of plant and machinery as per Annexure V
- f. Processing Fee Rs.2,000/- [Rupees Two Thousand Only] paid through Demand Draft drawn in favour of the Commissioner, GHMC from any scheduled bank.
- g. Bid Security Rs.50,000/- [Rupees Fifty Thousand Only] paid through Demand Draft drawn in favour of the Commissioner, GHMC from any scheduled bank.

3. Financial Bid

The Bidder shall submit the financial bid as per the Annexure VI in a separate sealed cover quoting the lumpsum cost for “_____” The applicant shall quote the construction cost for the entirety of services. If any applicant has not quoted the fee, their bid will summarily be rejected.

Note: Lumpsum construction cost shall be quoted in denomination of Lakhs

Comparison of Bids and Award Criteria.

1. Ranking will be done as per the Estimate cost quoted by bidders for each type of the structure (1 Lakh Litre, 2 lakh litre capacity, 5 lakh litre capacity and 10 lakh litre capacity Rain water Holding structures). Agency quoting lowest cost which meets the Eligibility Criteria and submits required documents while accepting terms and conditions of RFP may be empanelled for award of work.
2. In case same cost is quoted by more than one agency, empanelment will be considered based on financial strength i.e. higher average Annual Turn Over of last three financial years.
3. Other agencies (L-2, L-3 and so on) who fulfil eligibility criteria, may also be considered for Empanelment if they agree to accept lowest amount quoted by L1 agency for that particular type of structure.
4. Agencies so empanelled may be considered for award of work at the discretion of competent authority of GHMC. More than one agency can be empanelled for taking up the above works at different locations to ensure completion of work within specified period.

AWARD OF CONTRACT :-

1. GHMC reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to Empanelment, without incurring any liability, whatsoever to the affected Bidder or Bidders.
2. GHMC is not bound to award each and every work to the empanelled agencies. The proposals being invited are non-binding and without any commitment of award of work.

Notification of Empanelment:-

1. GHMC will notify the successful Bidder(s) in writing, by registered/speed post or by email etc. that its Bid for the work, which have been selected by it has been accepted, indicating essential details such as contract value.
2. The successful bidder must execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within seven days from the date of issue of Notification of Empanelment and start the work from the date of signing of contract agreement.

Deadline for Submission of Bids

Bids must be submitted offline/hard copy 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 in the GHMC website only.

4. Late Bids

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

5. 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 Superintending Engineer,
Secunderabad Zone, GHMC.
E-mail: sesbz.ghmc@gmail.com
Cell: 9989930374 / 8008066855.

Dear Sir,

Subject: Submission of Proposal for “Construction of Precast Rain water holding structures in various major water logging locations in 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)	Registration details	(Enclose certificate of Registration)
c)	Address for Communication	
d)	PAN Number	Copy to be enclosed
e)	GST Number	Copy to be enclosed
f)	Name, Address, E-mail id and Contact Number of the Authorized Signatory, who is authorized to respond to this RFP	
g)	Any other information	

For M/s _____(Name of the Agency)

Signature & company seal

Name Designation Email Mobile No.

Annexure III : Financial Capacity of the Applicant

S. No.	Financial Year	Annual Turnover (<u>INR Crore</u>)
1.	<u>2019-20</u>	
2.	<u>2020-21</u>	
3.	<u>2021-22</u>	
4.	<u>2022-23</u>	
5.	<u>2023-24</u>	

Certificate from the Statutory Auditor

This is to certify that[name of the Applicant] has received the payments shown above against the respective three financial years from India operations in consultancy services for Government / Public Sector/private sector.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

Note:

Please do not attach any printed Annual Financial Statement.

Annexure IV: Details of Work Experience

S. No.	Particulars	Details
(a)	Name of the Project	
(b)	Type of the Client (if applicable)	Government/ PSU/ Private firm
(c)	Name of Client	
(d)	Project area	
(e)	Project cost	
(f)	Project Photos/ Drawings	

Note: Applicants are required to submit Experience certificates as supporting documentary proofs.

Applicant may fill separate sheet for each project.

Annexure V: Precast Concrete unit/plant and Machinery Certificate

The bidder should give a declaration on a non judicial stamp paper of Rs.100/- that he/she is having own/leased along with proof of ownership/lease of the required equipment/ machinery on critical equipment

Sl. No	Plant and Machinery
1	Precast concrete unit/ plant consisting of precast wall panels with pallet system, slip formers, Prestressing system, etc all necessary machinery
2	EOT cranes of capacity 10 MT
3	Automatic Concrete batching plant of capacity 30 cum per hour
4	QA/ QC laboratory
5	Pan Vibrators
6	Sufficient stacking arrangements at plant

Annexure VI: Financial Bid

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

Date:

To

The Superintending Engineer,
Secunderabad Zone, GHMC.
E-mail: sesbz.ghmc@gmail.com
Cell: 9989930374.

Dear Sir,

We have examined the details given in Request for Proposal provided by GHMC, for the Selection of agencies for subject work. Our cost for the Scope of work described in the RFP amounts to

SL. No	Item Description	Amount (in Lakhs)
1	Construction of Precast Rain water holding structure at major water logging points in GHMC with a tank capacity holding 1 lakh litres of rain water including site inspection, design, preparation of working drawings and construction of structure with all the necessary arrangements to collect the rain water, hold and divert them to the nearest drain in specified time.	
2	Construction of Precast Rain water holding structure at major water logging points in GHMC with a tank capacity holding 2 lakh litres of rain water including site inspection, design, preparation of working drawings and construction of structure with all the necessary arrangements to collect the rain water, hold and divert them to the nearest drain in specified time.	
3	Construction of Precast Rain water holding structure at major water logging points in GHMC with a tank capacity holding 5 lakh litres of rain water including site inspection, design, preparation of working drawings and construction of structure with all the necessary arrangements to collect the rain water, hold and divert them to the nearest drain in specified time.	
4	Construction of Precast Rain water holding structure at major water logging points in GHMC with a tank capacity holding 10 lakh litres of rain water including site inspection, design, preparation of working drawings and construction of structure with all the necessary arrangements to collect the rain water, hold and divert them to the nearest drain in specified time.	

Note: Amount quoted in denomination of Lakhs

1. 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.
2. 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.
3. 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.
4. 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 -----

BIDDER

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**SUPERINTENDING ENGINEER
SECUNDERABAD ZONE, GHMC**

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 work, 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 Agency/ 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 Agency/ Firm’s Right and Obligations towards the Employer under this Contract.
- h) “Party” means the Employer or the agency, as the case may be, and Parties means both of them.
- i) “Personnel” means Persons hired by the Agency/ Firm or by any Sub Agency/ 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 Contract may be amended or supplemented.
- k) “Services” means the Work to be performed by the Agency/ Firms pursuant to this Contract as described in Terms of Reference.
- l) “Sub Agency/ Firm” means any Entity to which the Agency/ 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 Agency/ Firm, or a Sub Agency/ 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 Agency/ Firm may be taken or executed by the Officials specified in the Contract.

1.7.Taxes and Duties

The Agency/ Firm, Sub Agency/ 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 Agency/ Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency/ 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 Agency/ 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 Agency/ Firms, suspend all Payments to the Agency/ Firm hereunder if the Agency/ 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 Agency/ Firm to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Agency/ Firm of such Notice of Suspension. Employer shall pay Agency/ Firms for all work-in-progress, Services already performed, and expenses incurred by Agency/ 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 Agency/ 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 Agency/ 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 Agency/ Firm (or any of their Members) becomes insolvent or bankrupt.
- c) If, as the result of Force Majeure, the Agency/ 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 Agency/ 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 Agency/ 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 Agency/ Firm

The Agency/ 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 Agency/ 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 Agency/ 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 Agency/ Firm may have subsequently approved in Writing) following the Receipt by the Employer of the Agency/ Firm’s Notice specifying such Breach.
- c) If, as the Result of Force Majeure, the Agency/ Firm is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days).

However, Agency may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if Agency reasonably determine that Agency 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 Agency/ 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 Agency/ Firm and Equipment and Materials furnished by the Employer, the Agency/ 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 Agency/ 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 Agency/ Firm

3.1.General

The Agency/ 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 Agency/ 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 Agency/ Firms or Third Parties.

3.2.Conflict of Interests

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

The Remuneration of the Agency/ Firm pursuant to Clause 6.0 shall constitute the Agency/ Firm's Sole Remuneration in connection with this Contract or the Services, and the Agency/ 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 Agency/ Firms shall use their best Efforts to ensure that the Personnel, any Sub Agency/ 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 Agency/ Firm, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Agency/ 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 Agency/ Firm in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

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

The Agency/ Firm agrees that, during the Term of this Contract and after its Termination, the Agency/ Firm and his Affiliates, as well as any Sub Agency/ 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 Agency/ Firm nor his Sub Agency/ 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 Agency 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 Agency 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 Agency/ Firm

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

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

The Agency/ 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 Agency/ 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 Agency/ Firm shall remain fully Liable for the Performance of the Services by the Sub Agency/ 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 Agency/ 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 Agency/ 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 Agency own in performing the Services shall remain with Agency .Notwithstanding the delivery of any Services, Agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Agency 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 Agency/ Firm by the Employer or purchased by the Agency/ 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 Agency/ Firm shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the

Agency/ 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. Agency/ Firm's Personnel and Sub Agency/ 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 Agency/ Firm's Key Personnel are described in the RFP. The Key Personnel and Sub Agency/ 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 Agency/ Firm, it becomes necessary to replace any of the Key Personnel, the Agency/ 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 Agency/ 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 Agency/ 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 Agency/ Firm and the Personnel and any Sub Agency/ Firms employed by the Agency/ 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 Agency/ Firm, Sub Agency/ 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 Agency/ 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 Agency/ Firms as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Agency/ Firm for the Performance of the Services, (ii) the Manner in which the Agency/ Firm shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Agency/ Firms as a result thereof.

6. Payment to the Agency/ Firm

6.1. Remuneration

The Agency/ Firm's Total Remuneration shall be quoted in lumpsum including all Staff Costs, Sub Agency/ Firms' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Agency/ 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 Agency.

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 Agency, 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 Agency, 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.

10. Exclusions

As part of the Contract, the Agency/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 Agency/Firm or any third party is appointed to do so under a separate contract. In the case that a third party is appointed, the Agency/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 Agency in connection with, or arising out of the Agency, 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 Agency to do so, given written notice of his decision to the Agency. Upon receipt of the written notice of the decision of the Executive Engineer the Agency 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 Agency is dissatisfied with the notice of the decision of the Executive Engineer, the Agency 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 Agency 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 Agency 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 Agency is dissatisfied with the notice of the decision of the Superintending Engineer, the Agency 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 Agency 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 Agency 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 rendered till the date of termination. The agency shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.