

# GREATER HYDERABAD MUNICIPAL CORPORATION

## Proposal Document



Request For Proposal for “Empanelment of designers/architects for preparation of designs for beautification works, preparation of respective bid documents, BOQs and providing all necessary support in finalizing the agencies until execution of various proposed beautification projects”

**Bid NIT.No.13/SE(M)/SBZ/GHMC/2024-25 dt.06.08.24.**

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](http://www.ghmc.gov.in) under Download/Tender Notifications.

**Bid NIT.No.13/SE(M)/SBZ/GHMC/2024-2025 dt.06.08.2024.**

### 1. Critical Date Sheet

Sl.no	Event Description	Date & time
1.	RFP Start date (Date &Time)	07.08.2024 @ 04.00 PM [IST]
2.	Bid Due date / Bid Submission date	13.08.2024 @ 01.00 PM [IST]
3.	Address for communication & submission of Bid	The Superintending Engineer, Secunderabad Zone, GHMC, Zonal Commissioner Building, 2 <sup>nd</sup> Floor, Opp: City Civil Court, West Marredpally, Secunderabad-500026. Cell No.9989930374.
4.	Last date of receiving queries	<b>09.08.2024 from 12.00 PM to 3.00 PM</b>
5.	Date & Time for opening of Technical Bid (Eligibility &Qualification Criteria)	13.08.2024 from 3.00 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	180 days from last date of proposal receipt
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## 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 incorporated & registered in India under Companies Act 2013 and should have a minimum experience of 10 years in Real Estate consulting services in India. Applicant must provide certificate of incorporation as documentary proof of the same. Documents Required: Certificates of Registration/ Incorporation.
- 2.1.2. 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 5 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 three previous financial years.
- 2.1.3. The Bidder should submit Solvency Certificate for an amount of INR 20 lakhs 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 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 submitted.
- c) Copy of GST and PAN/ Registration certificate, as applicable shall be uploaded.
- 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 uploaded by the consultant along with Technical Bid.
- g) 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.
- h) 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 preparation of EOI/RFP documents for beautification projects and preparation of respective bid documents for the beautification projects, and for providing all necessary support in finalizing the agencies until execution of the projects

### 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 percentage of consultancy fee on estimated project cost (approved by the department). The applicant shall quote the consultancy fee for the entirety of services i.e, cost involved in designing various beautification projects, preparation of BOQs, preparation of respective bid documents, providing support in finalizing the agencies until execution of projects that may involve various site inspections, designing the project, preparation of layouts, plans, various structural drawings, preparation of working drawings and supervision of project. 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,

**BIDDER**

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**SUPERINTENDING ENGINEER  
SECUNDERABAD ZONE, GHMC**

Secunderabad Zone, GHMC.

E-mail: [sesbz.ghmc@gmail.com](mailto:sesbz.ghmc@gmail.com)

Cell: 9989930374.

## **Section II: Terms of Reference**

### **1. Introduction :-**

It is to submit that the Government of Telangana has instructed to take up beautification projects in GHMC to improve aesthetics of the city and for creating visually appealing urban environments by taking up certain beautification projects like, road side decorations which may include development of roads with cycle tracks, vehicular and cycle parking facilities, street furniture, signage, landscaping, construction of skywalks, mini stadiums, cultural centres, sport complexes and other civic buildings that showcase architectural beauty and design.

Accordingly, it was instructed to call Request For Proposals for Empanelment of consultancies for identification of various projects to be taken up at different locations, preparation of EOI/RFP documents and subsequent bid documents for faster and better execution of beautification projects.

### **2. Objective**

The objective of this RFP is intended for empanelment of designers/architects for designing various beautification projects which include detailed site investigations, preparation of plans, designs and estimates for the projects, preparation of respective bid documents for calling tenders, providing support in finalizing various agencies until execution of the projects. The eligible agencies are required to provide the services as per scope of work given below.

1. The consultants have to design various beautification projects to be taken up in different locations of GHMC.
2. They need to assess the feasibility of projects in terms of execution and economical aspects.
3. The proposal needs to consider the requirements of the local stakeholders and be respectful of the contextual needs of the site.
4. In order to provide a holistic infrastructure and a public asset, the proposal should be discussed with the authority and all related line agencies/ stakeholders. The consultant would be required to coordinate for the necessary data that is essential for the preparation of the Detailed Project

Report. Authority shall extend administrative support as required for necessary data collection.

5. The consultant will be required to prepare the comprehensive plan with detailed designs, infrastructure layouts and integrate the development with other existing infrastructure.
6. The consultant can propose and design beautification projects such as but not limited to beautification of parks, junctions, medians street furniture, landscaping, walkways, musical fountains, development of various waterfronts that showcase architectural beauty and design.
7. The proposed project components shall be in accordance with NGT, MORTH, MOEF, IS codes, and other applicable regulations.
8. To prepare a Detailed Project Report (DPR) for the overall development. The DPR should contain the Project Site Plan, detailed design, section drawings at regular intervals, material specifications, and detailed estimates with bill of quantities, etc.
9. The consultant shall prepare the operation and maintenance plan if any for relevant beautification projects
10. To support to get the necessary Administrative and Technical sanctions from the respective authorized agencies and assist authority to get necessary approvals, clearances, and licenses from concerned statutory bodies.
11. Assist in floating RFP/Tender document and subsequently to appoint implementing agency with necessary handholding support during project implementation, etc.

### **3. Various Aspects to be considered before designing the project:-**

#### **3.1 Community Involvement:**

- Involve the local community such as residents, businesses, and other stakeholders in finalizing a project

#### **3.2 Sustainability:**

- Incorporate sustainable and environmentally friendly practices in beautification efforts by using eco-friendly materials, and energy-efficient lighting. Consider long-term maintenance and ensure that the chosen elements are durable and require minimal upkeep.

#### **3.3 Preservation of Cultural Heritage:**

- Preserve and highlight cultural and historical landmarks. Incorporate elements that celebrate the city's identity and heritage.

#### **3.4 Maintenance Plan:**

- Develop a comprehensive maintenance plan to ensure that the beautified areas remain well-kept and attractive over time.

#### **3.5 Accessibility:**

**BIDDER**

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**SUPERINTENDING ENGINEER  
SECUNDERABAD ZONE, GHMC**



- Ensure that beautification projects enhance accessibility for all residents, including those with disabilities i.e, plan for pedestrian-friendly spaces, accessible pathways, and public transportation options.

### **3.6. Artistic Expression:**

- Encourage public art installations and murals to add vibrancy and creativity to the cityscape.

## **4. Detailed Scope of Services**

### **STAGE 1 (PROJECT INCEPTION)**

#### **1.1.1 Site Visits, Data Collection:**

1. The Consultant Team shall make field visits to the proposed project areas and carry out a reconnaissance survey to ascertain the physical aspects of the Site, characteristics, terrain, etc.
2. Collect all necessary secondary data to carry out the Study. The Client shall provide assistance to obtain the necessary data.
3. Carryout Stake holder Consultations (Client and other Stake holders) to understand Client's Vision, Expectations, and priorities for the project, understand the budget and brainstorm initial ideas.
4. Assess the environmental and social aspects of the Site that would have a bearing on the project planning, implementation, and operation.

#### **1.1.2. Benchmarking study**

The Consultant shall carry-out a bench marking exercise of similar projects taken up across India and other countries and relevant ideas shall be incorporated while preparation of Concept Master plan.

***At the end of this stage, the consultant shall submit Inception report comprising of approach and methodology as per scope of work, work plan, , Detailed Site Analysis. Literature review/ case studies and summary of findings, Report presenting detailed assessments shall be carried out capturing key takeaways for the preparation of beautification projects.***

### **STAGE 2 (CONCEPT MASTERPLAN REPORT)**

#### **1.2.1 Field Surveys, & Geo- Tech Investigations:**

1. The consultant shall evaluate the requirement of geo-technical investigations and carryout the geo- technical investigations to evaluate various soil/rock parameters which will help in design of foundations.

### 1.2.2 Landscape and Place making Programming

The consultant shall carry out required site assessment, develop a programming strategy, create design guidelines, and prepare an implementation plan.

1. Programming Strategy: Develop a programming strategy that identifies the landscape and place making elements required to enhance the physical environment of the proposed site. The strategy should include recommendations for the types of spaces, amenities, and activities.
2. Design Guidelines: The guidelines should address issues such as materials, colors, textures, and lighting.
3. Implementation Plan: Develop an implementation plan that outlines the steps required to implement the programming strategy, including timelines, budgets, and responsibilities.

### 1.2.3 Preparation of Concept Master plan:

A summary of site particulars, planning and design principles, development strategies, and most importantly “lessons learned” from the benchmarking studies (covering 2-3 relevant case samples from India and around the world, highlighting the key features of each) will be incorporated in the Visioning Strategy.

1. The Consultant shall prepare the Conceptual Master Plan considering the Vision for the project, client requirements, best planning principles, project needs and the project setting/environment, etc. The Conceptual Master Plan shall propose various components that can be setup at the project site through a land use zoning plan and address the needs of the project components both in terms of access to physical/social infrastructure, as well as the physical environment needs.
2. Formulate Project Concept which shall bring a unique and distinct identity to the location, improves aesthetics, and boost its Tourism Potential.
3. The Consultant shall prepare and present **2(Two)** Conceptual Site Master Plan options.
4. Design options for strengthening and beautification of approach road to Project Areas.
5. Prepare block cost estimates for project development covering infrastructure.

*The salient features of each of the options shall be listed out, to differentiate / compare the options with objectivity. The Client shall select few projects out of the proposed projects by the consultant for further detailing or the consultant may require preparing other proposals if submitted proposals are not deemed fit by the government.*

***At the end of this stage, the consultant shall submit Concept Plans of various projects with Block Cost Estimates, Revenue Streams, Project salient features, Financial Feasibility, Phasing and Strategy Plan, monitoring framework, operation, and maintenance plan, etc.***

### **STAGE 3(DETAILED PROJECT REPORT)**

#### **1.3.1 Preparation of Detailed Master plan and Bill of Quantities (BOQ)**

Consultant shall prepare the Detailed Master Plan for the selected Conceptual Master Plan of a project covering the following -

1. Comprehensive Site Master Plan illustrating all the necessary infrastructure proposed for the project as well as existing.
2. The Consultant shall prepare detailed designs and good for construction drawings of the proposed components as per the detailed Master Plan.
3. The consultant shall furnish line estimates of cost for all the identified components.
4. Provide necessary assistance to GHMC by providing project drawings, presentations, 3D Walk through and other details.
5. The detailed designs for each component shall be supported with Good for Construction Drawings along with detailed technical specifications. The consultant shall prepare the final Bill of Quantities (BoQ) based on latest Schedule of Rates (SOR), prepare rate analysis for all non-SOR items and assist GHMC in obtaining government approvals for the execution of the projects.

***At the end of this stage, Detailed Project Report comprises of Feasibility Report, Conditional assessment report, Detailed Drawings, Estimation, Financial Feasibility, 3D views, Walkthrough, BOQ, Final Bid Document along with Transaction Advisory for appointing contractor for project implementation.***

### **STAGE 4 – DESIGN SUPERVISION - HANDHOLDING DURING PROJECT IMPLEMENTATION INCLUDING SELECTION OF OPERATING AGENCY**

1. Technical assistance during tendering and Implementation.
  2. GFCs of approved design with all construction details of various elements of proposed projects
  3. Assist the GHMC to obtain approval for Tender document, Tender drawings, Agreement and method of placing the Contract
  4. On receipt of tenders by GHMC, assisting GHMC in evaluation of technical and commercial bids, and in selecting a contractor / concessionaire to undertake the Project
  5. Provide periodic supervision during construction (including provision of working drawings and instructions to all the contractors).
  6. The consultant should handhold client and do necessary changes in drawings, estimations, elevations as required during project implementation along with as built drawings .
  7. Assist GHMC to monitor the project implementation till completion of the project and submission of as-built drawings
2. Payment Milestones & deliverables  
The Consultant is expected to submit the following deliverables:

Sl.no	Deliverable	Timeframe	Payment arrived as quoted percentage of consultancy fee on estimated project cost (project approved by the department)
	Zero date	LOA (T)	
1	Stage 1 - Submission of Inception report and conceptual plans for various proposals	T+2 week	0%
2	Stage 2 – Submission of DPR of selected project	T+6 week	30%
3	Stage 3.1 – Submission of Detailed design and drawings for approval	T+9 week	20%
4	Stage 3.2 – Submission of BOQs and relevant tender documents for calling tenders	T+12 week	20%
5.	Stage 4 – Design Supervision ( in 4 parts)	9-12 months	30%

### 3. 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 consultants 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 cloths 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 consultants for any other project. No copies of any drawing or document shall be issued to anyone except the Authority without permission.

### Section III: Eligibility and Evaluation

#### 1. Pre-qualification Criteria:

- 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. Copy of registration with MOA to be submitted
- iv. The Applicant must be incorporated & registered in India under Companies Act 2013 and should have a minimum experience of 10 years in Real Estate consulting services in India. Applicant must provide certificate of incorporation as documentary proof of the same. Doc Req: Certificates of Registration/ Incorporation.
- v. 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 3 crores. 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.
- vi. Considering the nature of the project, we expect single organisation to take the full responsibility of the project and delivery thus JV/Consortium will not be allowed for this project.
- vii. The Applicants should have at least five (05) years of experience in providing architectural design services to government entities/departments/reputed clients in India.
- viii. The Applicant shall have experience in Concept plan preparation for beautification projects in the last 5 years preceding date of submission of proposal for Govt./ Semi Govt.

Note: Bidder must submit documentary evidences such as work order/completion certificate/ Certification issued by Statutory Auditor/C.A. clearly stating the requirements considered under evaluation. Experience without necessary proof will not be considered. Ongoing assignments shall be considered for evaluation

- ix. Applicant should be registered with Sales Tax/ Income Tax Department of Government of India and should possess a valid GST and PAN Registration/ Certificate.
- x. The Applicant must have operational office in Hyderabad.
- xi. 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. Detailed Evaluation Criteria

The technical evaluation will be undertaken in 3 stages –

- 1) Minimum Qualifying criteria: the applicant would need to qualify this criteria to be eligible to be evaluated and proceeded to next stage.
- 2) Technical criteria: minimum of 70 marks.
- 3) Financial criteria

**Technical Experience and Presentation:** Technical scoring will be provided as per the Criteria defined below.

**Financial Evaluation:** Price bids will be opened and evaluated as per RFP terms. Ranking will be done as per the percentage quoted on the Estimated project cost (project approved by the authority) for taking up beautification projects in GHMC including identification of various locations for taking up proposed projects, detailed site investigation for assessing feasibility of taking up proposed projects, preparation of plans, designs and estimates for the projects, preparation of respective bid documents for the proposed beautification projects, providing support in finalizing various agencies and utilizing design and supervision services until execution of the projects.

The Authority will carry out evaluation of Technical Bids, based on the point / marks system as specified in the Table below. Each pre-qualified bid shall be attributed a Technical Score. The applicant is also required to give a presentation detailing various aspect as per the details included in the Table below. Marks out of 100 shall be awarded as per the Technical Bid Evaluation and the presentation before the Evaluation Committee.:

The minimum required credential / experience of proposed key staff is as given below:

<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>Experience on Eligible Assignments</b>	<b>Marks</b>
Team Leader	Masters in Urban Design or Landscape Architecture with Bachelor in Architecture	10 years	He should have led the eco-tourism assignment or similar planning projects in India & abroad by Central Government /State Government / Public Sector Undertaking (PSU)/Private Sector. Minimum 7 relevant assignments.	<b>15</b>
Landscape Architect	Masters in Landscape Architecture with Bachelor in Architecture	5 years	Should have experience of similar planning projects in India by Central Government /State Government / Public Sector Undertaking (PSU)/Private Sector. Minimum 5 relevant assignments.	<b>5</b>
Horticulture Expert	Graduate in relevant field	5 years	Should have experience of similar planning projects in India by Central Government /State Government / Public Sector Undertaking (PSU)/Private Sector.	<b>5</b>

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments	Marks
			Minimum 3 relevant assignments.	
Urban designer	Bachelor in Architecture. Masters is preferable	5 years	Should have experience of similar planning projects in India by Central Government /State Government / Public Sector Undertaking (PSU)/Private Sector. Minimum 3 relevant assignments.	5
Infrastructure Engineer	Bachelor in Civil Engineering	5 years	Should have experience of similar planning projects in India by Central Government /State Government / Public Sector Undertaking (PSU)/Private Sector. Minimum 3 relevant assignments.	5

**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 Pre-cast Rain Water Holding structures at various major water logging points in GHMC:

- a) Engineer-in-Chief, GHMC
- b) Superintending Engineer, Secunderabad Zone
- c) Chief City Planner, GHMC

**Comparison of Bids and Award Criteria.**

1. Ranking will be done as per the percentage quoted on the Estimated project cost (project approved by the authority) for taking up beautification projects in GHMC including identification of various locations for taking up proposed projects, detailed site investigation for assessing feasibility of taking up proposed projects, preparation of plans, designs and estimates for the projects, preparation of respective bid documents for the proposed beautification projects, providing support in finalizing various agencies and utilizing design and supervision services until execution of the projects. 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 percentage is quoted by more than one agency, empanelment will be considered based on financial strength i.e. higher average Annual Turn Over of last five financial years.

3. Other agencies (L-2, L-3 and so on) that fulfil eligibility criteria may also be considered for Empanelment if they agree to accept lowest service charges quoted by L1 agency.
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 Biding 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.

**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.

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 13.08.2024 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, 2<sup>nd</sup> Floor,



Opp: City Civil Court, West Marredpally,  
Secunderabad-500026.  
E-mail: [sesbz.ghmc@gamil.com](mailto: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 consultants 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.

#### 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. Processing Fee Rs.2,000/- [Rupees Two Thousand Only] paid through Demand Draft drawn in favour of the Commissioner, GHMC from any scheduled bank.
- h. Bid Security Rs.50,000/- [Rupees Fifty Thousand Only] paid through Demand Draft drawn in favour of the Commissioner, GHMC from any scheduled bank.

#### 5. Financial Bid

The Bidder shall submit the financial bid as per the Annexure VIII in a separate sealed cover quoting the percentage of consultancy fee on the estimated cost of project. 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. 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.

**7. Late Bids**

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

**8. 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: / /2024

To

The Superintending Engineer,  
Secunderabad Zone, GHMC.  
E-mail: [sesbz.ghmc@gmail.com](mailto:sesbz.ghmc@gmail.com)  
Cell: 9989930374 / 8008066855.

Dear Sir,

Subject: **Submission of Proposal for “Empanelment of designers/architects for preparation of designs for beautification works, preparation of respective bid documents, BOQs and providing all necessary support in finalizing the agencies until execution of various proposed beautification projects”.**

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 of the Applicant

S. No.	Financial Year	Annual Turnover (INR Crore/ US \$ in million)
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)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

**Note:**

Please do not attach any printed Annual Financial Statement.

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.							

Annexure V: Details of Work Experience

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
(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	:				
7.Language		Language	Read	Write	Speak
8.Employment record		From _ to ____			
		Employer		Position held	
9.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 VIII: 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](mailto: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	Percentage on amount of estimated cost of project
1	Empanelment of designers/architects for preparation of designs for beautification works, preparation of respective bid documents, BOQs and providing all necessary support in finalizing the agencies until execution of various proposed beautification projects	
	<b>Percentage on Amount of Estimated Cost of Project (in words)</b>	

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 180 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 -----

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 Contract 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 determine 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.

## 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 within a period of thirty days after being requested or if the Consultant is dissatisfied with the notice of the decision of the Executive Engineer, the Consultant may within Thirty days after receiving the notice of decision appeal to the Superintending Engineer of the Employer who shall afford an opportunity to the Consultant to be heard and to offer evidence in support of his appeal, the Superintending Engineer of the Employer shall give notice of his decision within a period of thirty days after the Consultants has given the said evidence in support of his appeal, subject to arbitration.

As 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 rendered till the date of termination. The consultant shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.