

NATIONAL COMPETITIVE BIDDING

**GREATER HYDERABAD MUNICIPAL CORPORATION HYDERABAD
SECTION I**

NOTICE INVITING TENDER

Tender Notice No. 09/SE/(SRDP/P-WZ)/GHMC/2022-23(Recall)

Dated: 03-12-2022

Tender Type: Open and EPC

Name of Work: Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.

| | | |
|-----|-------------------------|---|
| 1. | Department Name | Greater Hyderabad Municipal Corporation, Hyderabad |
| 2. | Circle / Division Name | Superintending Engineer (SRDP/P-WZ), GHMC / Executive Engineer Project Division –WZ-I, GHMC |
| 3. | Tender Number | 09/SE(SRDP/P-WZ)/GHMC/2022-23(Recall) Dated: 03-12-2022 |
| 4. | Tender Subject | Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC. |
| 5. | Consultancy Charges | Consultancy Charges to be quoted by the contractor. |
| 6. | Period of Completion | 6 Months |
| 7. | Form of Contract | Lumpsum |
| 8. | Tender Type | Open |
| 9. | Tender Category | Consultancy Services for Civil Works |
| 10. | Bid Security | Rs. 1.00 Lakh |
| 11. | Bid Security Payable to | EMD to be paid in the shape of Online payment /Challan Generation / unconditional and irrevocable Bank Guarantee drawn in favour of the Commissioner, Greater Hyderabad Municipal Corporation, Hyderabad, obtained from Nationalised/Scheduled Commercial Bank. |
| 12. | Tender Fee | (0) INR |
| 13. | Tender Fee Payable | Not Applicable |
| 14. | Transaction Fee | Rs. 10,000+ GST @ 18% |
| 15. | Process Fee Payable to | Charges payable to Service Provider All the bidders/suppliers will pay the transaction fee Rs.10,000+ GST @ 18% Mode of payment : e-payment The transaction fee of Rs.10,000/- + GST @ 18% has to be paid through electronic gate way payment system to TSTS by each participating bidder at the time of Bid submission. |
| 16. | Start Date | 05-12-2022 from 4.00 PM |

| | | |
|-----|---|--|
| 17. | Pre-Bid meeting Date | 14-12-2022 at 3.00 PM Location: In the chambers of the Chief Engineer(Projects), GHMC 6th Floor, CC Complex, Tank Bund, Hyderabad. |
| 18. | Uploading of Replies to pre-bid queries | 17-12-2022 at 3.00 PM |
| 19. | Download End Date | 02-01-2023 upto 2:00 PM |
| 20. | Last Date & Time for receipt of Bids | 02-01-2023 upto 3:00 PM |
| 21. | Technical Bid Opening | 02-01-2023 after 3:30 PM |
| 22. | Price Bid Opening | 04-01-2023 after 4:00 PM |
| 23. | Currency of payment | All payments to be made by the Client will be in INR only |
| 24. | Place of Price Bid Opening | Office of the Superintending Engineer (SRDP/P-WZ) GHMC, Hyderabad. |
| 25. | Officer Inviting Bids/ Contract Person | Superintending Engineer(SRDP/P-WZ), Hyderabad. |
| 26. | Address / E-mail ID | Superintending Engineer(SRDP/P-WZ), GHMC, Hyderabad sesrdppwz@gmail.com |
| 27. | Contact Details/ Telephone, Fax | Sri. S. Venkataramana Superintending Engineer (SRDP/P-WZ), GHMC, Hyderabad PH No: 9989930405 |

The interested bidders may download the **RFP** document from the **e procurement** web site www.tender.telangana.gov.in. For any further information please contact **Superintending Engineer (SRDP/P-WZ), GHMC / Executive Engineer Project Division –WZ-I, GHMC** on any working day.

1.1 Introduction of the Project:

Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and on (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.

1.1.1 The consultants who are involved in preparation of feasibility studies or Detailed Project Report (DPR) for the SRDP/CRMP programmes not eligible to participate in the BME tender

1.1.2 The consultant has to prepare the Assessment study Report for the subject work duly utilizing the data available with the GHMC for the following flyovers / grade separators taken up under Strategic Road Development Program (SRDP) and also major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.

A. Flyovers / Grade separators taken up under Strategic Road Development Program (SRDP)

1. Biodiversity junction -L1 Flyover
2. Biodiversity junction L2 Flyover
3. Mindspace junction Underpass
4. Mindspace junction Flyover
5. Ayyappa society junction underpass,
6. Rajiv Gandhi Statue Junction Flyover,
7. Road No.45 flyover
8. Durgam cheruvu Flyover,
9. OU colony (Shaikpet) Flyover
10. Balanagar Flyover
11. Chintalkunta Junction VUP
12. Kamineni junction LHS Flyover
13. Kamineni junction RHS Flyover
14. LB nagar junction LHS Flyover
15. LB nagar junction RHS Flyover
16. LB nagar junction VUP
17. Bairamalguda junction LHS Flyover
18. Bairamalguda junction RHS Flyover.
19. Bhadurpura Flyover
20. Owaisi junction Flyover
21. Nagole Junction Flyover
22. Khaitalapur Flyover
23. Kothaguda, Kondapur Flyover.
24. RUB Hitechcity
25. RUB Tukaramgate
26. Panjagutta steel Bridge 1
27. Panjagutta steel Bridge 2
28. Shilpa Layout flyover Phase-I
29. RUB Uttam nagar
30. RUB Uppuguda

B. The Comprehensive Road Maintenance Program (CRMP) corridors are as follows:

| <u>Sl. No.</u> | <u>Name of the Corridor</u> |
|----------------|--|
| 1 | Lakdikapul – via Khajaguda Jn - Nanakramguda-13.5 Km |
| 2 | Khajaguda Jn - JNTU - Allwyn X- Road-14 Km |
| 3 | Khajaguda – Lingampally-10.6 Km |
| 4 | KBR Park- Punjagutta _ HPS- Habsiguda X Road-15.3 Km |
| 5 | IS Sadan – Aramgarh-Rethibowli- 20.40 Km |
| 6 | Chaderghat – Chintalkunta Jn-8.9 Km |
| 7 | Nayapul - M.J. Market - Ameerpet – Kukatpally - Balanagar Y junction- JNTU-14.2 Km |
| 8 | Balanganar Y Jn- Narsapur X Roads – Gajularamaram-12.7 Km |
| 9 | Trimulgiri jn – ECIL X Roads – Moulali – Tarnka Jn -14.2 Km |
| 10 | KBR Park– Road No. 36 Jubilee Hills – Cyber Tower via 100 ft road- 6.9 Km |

Therefore the available data shall be utilized for preparation of BME Report for the subject work for assessment of environmental benefits due to construction of flyovers / grade separators under SRDP and major corridors developed and maintained under CRMP in GHMC.

The interested bidders can visit the Office of Executive Engineer (Projects-WZ-I), GHMC, H.O., CC Complex, 6th Floor, Tank Bund, Hyderabad on any working day for collecting the soft copies of available data.

1.2 The objectives and description of the services are:

- Identify and list the potential socio-economic and environmental benefits that could be realized through the construction of flyovers, grade separators under SRDP and major corridors under CRMP:
 - i) **Public opinion** with regard to completed flyovers, grade separators under SRDP and major corridors under CRMP and assessment of rate of increase in productivity due to reduction in travel time, idling time, fuel economy etc.
 - ii) **Improvement of living conditions and reduction in health-related problems** in case of both commuters and residents in the zone of influence of the flyover / grade separator under SRDP and major corridors under CRMP due to reduction in air pollution and noise pollution etc.
 - iii) Collect and analyze data on **transport services including passenger and traffic count** with focus on volume of traffic, freight and passenger, seasonal variations in traffic flows, patterns of ownership in the transport sector, transport costs and determine the travel and transit time to education, health facilities and other facilities such as markets.
 - iv) Collect and assess pre-project and post-project data from respondents (households, traders, business ventures) **to determine both economic and non-economic attributes** including the level and characteristics of employment or business income. Study the available documents and extract pre-project data for identified indicators, if such data is insufficient for the assessment, accordingly suggest and firm up a suitable methodology in consultation with GHMC and extract requisite data from primary or secondary sources.
 - v) Collect and analyse the **level of staffing and entry-exit data of staffs** in educational, health and financial facilities in the zone of influence.
 - vi) Assess **market infrastructures** and collect information on locational spread of markets, size of the market in terms of the numbers of buyers and traders; and turnover, physical infrastructure of shops and trade outlets, composition of goods and services traded, in the zone of influence.
 - vii) **Emission load estimation** - The emissions generated from each category of the vehicles, viz. 2, 3 & 4 wheelers, LCVs and Heavy vehicles shall be estimated under two scenarios; one considering there is no flyover / grade separator and the other with the flyover / grade separator under SRDP and before and after improving major corridors under CRMP. The emission factors / norms suggested by Central Pollution Control Board (CPCB) shall be used in accordance with Bharat Stage emission standards to estimate the emission load in terms of the four major pollutants, i.e., CO, HC, NOx and PM that are known to have serious health implications.
 - viii) **Traffic Volume count** - The traffic movement at both the ends of the flyover / grade separator , approach intersections and major corridors shall be counted with video recording on an hourly basis for a period of 24 hours, on typical

working day. The traffic count locations shall be marked and indicated along with their details on a plan.

- ix) **Origin & Destination surveys (OD surveys):** conducting OD surveys with manually for selected samples to cover about 5% sample of the traffic volume.
- x) **Travel time and vehicle speed** - The time taken to travel from and back via the major road corridors and on the flyovers shall be determined during morning peak traffic times, using an electronic timer. The time taken for going from one point to another shall be recorded three times each on both the sides of the main road and over the flyover. The observations shall be taken on three different working days using different 4-wheelers, driven by different drivers. The time lost in idling due to traffic signal at each of the junctions for each observation shall be recorded. The recorded travel time and estimated average vehicle speed for each of the observations taken on the three days shall be plotted. The standard deviation shall be estimated and the 95% upper and lower confidence limits (UCL and LCL) of the observations shall also be determined and indicated on the plots.
- xi) **Fuel Consumption** - The average fuel economy and fuel consumption during idling conditions for different categories of vehicles shall be presented. The amount of fuel lost as well as the annual cost associated with the loss of fuel during idling shall also be estimated.
- xii) Assess the temporary as well as permanent impact on the employment, livelihood, businesses due to the civil works and related activities.

Integration of other

- a. ongoing projects and
- b. future infrastructural schemes such as Metro Rail, BRTS, as per the CTS Master Plan

GHMC intends to appoint a Consultant for preparation of BME Report including detailed traffic survey, collecting public opinion etc. at all the flyovers / grade separators taken up under SRDP and major corridors under CRMP in GHMC. The Consultant shall perform all the duties as per TOR given.

1.3 ELIGIBILITY AND OTHER REQUIREMENTS:

The tender particulars along with details of eligibility and qualification for the consultancy assignment are as under:

| NIT NO. | Name of the Work | Eligibility |
|---|---|---|
| Tender Notice No: 09/ SE(SRDP/P-WZ)/ GHMC / 2022-23 (Recall), Dt:03-12-2022 | Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and on (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC | i) At least One similar BME study in the overall experience of the firm . ii) Specific experience in at least one evaluation projects (socio-economic or transport indicators) in the overall experience of the firm iii) The required average annual turnover during the last 5 financial years should be at least Rs. 100 Crores Per annum. |

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

1.3.2 The Consultant firm should have a turnover in the same name and style in any one of the financial years during the last five financial years and updated by giving 10% simple weightage per year to bring them to 2022-2023 price level. Sub contractors / GPA holders experience shall not be taken into account.

1.3.2a The consultants who are involved in preparation of feasibility studies or Detailed Project Report (DPR) for the SRDP/CRMP programmes not eligible to participate in the BME tender

1.3.3 **The points assigned to Technical Evaluation criteria are:
Evaluation of Technical Proposals**

- i) In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, Site Appreciation proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration.
- ii) Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one

Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the GHMC, would score 70% or above.

iii) The scoring criteria to be used for evaluation shall be as follows:

| Sl. No. | Criteria | Sub-criteria | Maximum Score |
|------------|--|---|---------------|
| I | Specific experience of the Consultant (as a firm) relevant to the Assignment | | 35 |
| (a) | At least one similar BME projects in the overall experience of firm. | | 15 |
| (b) | Specific experience in at least one project in socio-economic impact studies in the overall experience of firm. | | 10 |
| (c) | Specific experience in at least two or more projects in socio- economic impact studies in the overall experience of firm. | | 10 |
| II | Proposed methodology and work plan in response to the terms of reference | | 25 |
| (a) | Technical Approach and Methodology | Responding to all requirements of the ToR | 3 |
| | | Quality of approach and methodology | 5 |
| | | Structured listing of services easily to follow, interlinked and following a logical sequence | 5 |
| | | Ability to identify difficult issues, response | 5 |
| (b) | Work Plan | Task adequately weighted (input, time) | 5 |
| | | Balance key and non-key experts | 2 |
| III | Qualification and experience of key experts proposed for the assignment | | 40 |
| | Total | | 100 |

| Sl. No. | Position | Score |
|--------------|--|-----------|
| 1. | Team Leader (Monitoring and Evaluation Specialist) | 15 |
| 2. | Transportation Specialist | 10 |
| 3. | Transport Economist | 10 |
| 4. | Social Development Specialist | 5 |
| Total | | 40 |

| S.No | PARAMETER | MAXIMUM MARKS | CRITERIA |
|------|--|---------------|--|
| | Relevant Experience of the Key Personnel | 40 | <p>30% is for Minimum Educational Qualification;</p> <p>30% Minimum years of experience,</p> <p>20% of the maximum marks for each Key Personnel shall be awarded for a minimum of one number of Eligible Assignments the respective Key Personnel has worked on.</p> <p>The remaining 20% shall be awarded for the total number of additional eligible assignments particularly undertaken for the preparation of a feasibility report and / or Detailed Project Reports/BME projects for Major Highway Projects in Urban areas/ Railway/Metro projects over and above the eligible one assignment.</p> |
| 1 | Team Leader (Monitoring and Evaluation Specialist) | 15 | <p>She/he should at least have a Master's degree from a recognized university in Economics or Statistics or development studies and should have more than 15 years of post-qualification experience. She/he should have worked on at least</p> <ul style="list-style-type: none"> • one study on socio-economic impact assessment of infrastructure projects and • One study on benefit monitoring and evaluation of infrastructure projects • proficiency in establishing approach for undertaking BME of projects, preparing questionnaire for data collection, sample selection for surveys, undertaking public consultations, etc. <p>Should also be conversant with insights of large scale data collection, specifically using digital data collection methods, data coding, cleaning, analysis and interpretation.</p> |
| 2 | Transportation Specialist | 10 | <p>She/he should have a post-Graduation degree in Transportation Engineering/ Transportation Planning with at least 15 years of overall experience in roads and transport infrastructure facilities. Out of this, should have worked on urban transport infrastructure facilities' planning and traffic assessment thereon for at</p> |

| | | | |
|---|-------------------------------|-----------|--|
| | | | least 5 years, with at least one major comprehensive transportation study to his/her credit. |
| 3 | Transport Economist | 10 | She/he should have a Post-Graduate degree in Economics or equivalent with at least 15 years of experience in similar kind of evaluation works, especially related to roads and road transport infrastructure projects. |
| 4 | Social Development Specialist | 05 | She/he should have a Master's degree in Sociology/Social Science with at least 10 years of experience in similar kind of evaluation works. She/he should be knowledgeable about the gender equity and social inclusion (GESI) aspects. |
| | Total | 40 | |

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

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

1.3.4 Hard Copies: All the bidders shall produce hard copies of all the uploaded documents (Technical bid documents only) at the time of opening of technical bids.

1.4 History of litigation and criminal record: If any criminal cases are pending against him/her/ partners at the time of submitting the Bid, the Bid will be summarily rejected. In this respect, the Bidder shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

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

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

1.6 The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document with in 15 days from the receipt of the Letter of Acceptance.

- 1.7 The Bid Security will be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity. Or
 - (b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
 - (c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
 - (d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time.
- 1.8 The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. For a given EPC Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms scoring the qualifying marks (minimum **70%**) as mentioned in RFP shall only be considered for further evaluation. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated.
- 1.9 The total time period for the assignment as Consultant will be for **6 Months**
- 1.10 Consultants may apply as a sole firm only. Joint Venture with other consultants is not acceptable. If the consultant submits bids as sole applicant and also in JV / Association with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.
- 1.11 The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission as per procedure under e-tendering. The technical proposal is also required to be submitted in a hard bound form exactly as per submission made online with all pages numbered serially along with an index of submission. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Employer may reject the Proposal.
- 1.12 Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
- 1.13 **Procedure for Bid Submission:** The bidder shall submit his response through bid submission to the tender on e-procurement platform at www.tender.telangana.gov.in by following the procedure given below.
The bidder would be required to register on the e-procurement market place www.tender.telangana.gov.in or <http://tender.telangana.gov.in> and submit their bid online.
The bidders shall submit their eligibility and qualification documents, **Technical bid**, **Financial bid** etc., in the standard formats prescribed in the Tender documents, displayed in e-procurement web site. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility/criteria/ technical

bids in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him owing responsibility for their correctness / authenticity. The Technical bids of the bidders will be evaluated based on the certificates / documents uploaded online only towards the qualification criteria furnished by the bidders. The detailed procedure for bid submission is described in bid document.

1.14 **Registration with e-procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s. Vupadhi Techno Services Pvt. Ltd., www.tender.telangana.gov.in or <http://tender.telangana.gov.in>.

1.15 **Digital Certificate authentication:**

The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders need to obtain Digital Certificates from TSTS:

For obtaining Digital Signature Certificate, Please Contact:

Telangana State Technology Services Limited :

BRKR Bhavan, B-Block

Tank bund road

Hyderabad – 500 022

Phone: 91-40-23220305

Fax: 91-040-23228057

1.16 **Submission of Hard Copies**

Only the successful tenderer shall hand over the original copies of all the uploaded documents, DDs/BG towards EMD/Performance Guarantee, prior to entering into agreement as per G.O.Ms. No. 174 Dt: 01-09-2008 of I & CAD (PW-Reforms) Department to the Chief Engineer(Projects), Greater Hyderabad Municipal Corporation, Hyderabad or his authorized representative directly or through his agent or by Registered post or by Courier service. The department will not take any responsibility for any delay or non-receipt.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hard copies submission to avoid any discrepancy. The bidder has to attach the required documents after uploading the same as required by Tender Inviting Authority in its tender conditions.

1.17 **Deactivation of Bidders:**

a) The successful bidders found defaulting in submission of hard copies of original DD/BG for EMD/Performance Guarantee, Transaction fee and other uploaded documents to the Tender Inviting Authority before concluding the agreement will be suspended/ disqualified from participating in tenders on e-procurement platform for a period of 12 months

b) Bidders need to register on the electronic procurement market place of Government of Telangana i.e. www.tender.telangana.gov.in On registration on the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online.

c) While registering on the e-procurement market place, Bidders need to scan and upload the required documents as per the Tender requirement on to their profile.

- d) The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements up loaded by him before concluding agreement.
- e) The tenderers shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.
- f) Steps for registering and submission of bids are described in details in the “Bidders Training Booklet” available with the Department as well as at the above web site.

1.18 General Terms & Conditions

To qualify for consideration of award of contract each tenderer should fulfill the following criteria.

1. The details and certificates are to be furnished as per the proforma available in the tender schedules.
2. The tenderer should have the key and critical equipment (either owned or leased) as mentioned in the tender document.
3. The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD/Performance Guarantee, if he is found to have misled or furnished false information in the forms/statements/ certificates submitted in proof of qualification requirements.
4. Even while execution of the work, if found that the contractor had produced False/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD /Performance Guarantee, and all the amounts due to him.
5. The domestic bidders will have to furnish Power of Attorney in appropriate format in Non-judicial stamp paper of appropriate value duly Notarized for submission of the bid, for negotiating with Client and for signing the Agreement. The successful bidder shall have to submit a fresh Power of Attorney duly notarized for transacting or business relating to execution of work immediately after signing of Agreement.

1.19 Special Conditions

1. Transaction Fees: The transaction fee of **Rs.10,000/- +GST @ 18 %** has to be paid through electronic gate way payment system to TSTS., by each participating bidder at the time of Bid submission.
2. e-procurement Corpus fund: An e-procurement corpus fund of **Rs.10,000/-** administered by TSTS has to be paid by the successful bidder in the shape of Demand Draft in favour of Managing Director, **Telangana State Technological Services** at the time of concluding the Agreement.
3. The e-procurement application is PKI enabled and supports the digital certificates issued by TSTS, for signing the bids at the time of submission by contractor. The contractor has to procure digital certificates issued by TSTS Ltd., Hyderabad as per the procedure. Digitally signed bids are to be submitted electronically through e-procurement, without which the tender will not be considered for opening the Price Bid.
- 4) The bidders intend to know the procedure of bid submission on e-procurement platform; suitable training will be given by M/s. Vupadhi Techno Services Pvt Ltd., 1st Floor, Ramky Grandiose, Sy. No. 136/2 & 4, Gachibowli, Hyderabad.
- 5) Government reserves the right to cancel/alter the bid conditions at any time.

- 6) The bidder should submit a copy of valid Service Tax/ GST registration certificate issued by the Service Tax/GST registration authority.
- 7) In case of discrepancy between the price quoted online and in supporting documents uploaded, then the price quoted in the template provided online only would be the considered for evaluation.
- 8) Bidders may be required by the Employer to justify, to the Employer's satisfaction, their bid price.

SECTION II

INSTRUCTIONS TO BIDDERS

1. **Introduction** : Greater Hyderabad Municipal Corporation (GHMC), “the Client” is desirous of obtaining **Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and on (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.**

1.1 The objective and description of the services are: As per TOR

- 1.2 **Scope of the work: Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and on (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.**

1.3 Therefore, to carry out above items, the GHMC has decided to appoint consultant firm for assessment of socio-economic & environmental benefits due to construction of flyovers / grade separators completed under Strategic Road Development Program (SRDP) in the City of Hyderabad. GHMC will expect the consultants to illustrate the interest and commitment to utilize the latest National and International Techniques in order to promote fast, efficient, economical and effective completion of the works. It is the intention of GHMC to be among the fore runners in applying Modern Construction techniques which mitigate the effects of air pollution due to traffic congestion.

2 Source of funds

The work is funded by Greater Hyderabad Municipal Corporation.

3 Eligibility and other Requirements

A Eligibility criteria – Refer clause 1.3 of Section –I

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

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

3.2 Other requirements:

Even if the Bidder meets all the eligibility and qualification criteria, his Bid shall be summarily rejected if he is found to have misled or made false representation in the

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

4. **Cost of bidding**

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

5. **Site visit**

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

B. Bid Documents

6. **Bid documents**

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

Section I: Notice Inviting Bid

Section II: Instructions to Bidders

Section III: General Conditions of Contract

Section IV: Terms of reference

Section V: Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement, Form of General Power of Attorney, GPA Affidavit, Affidavit

Section VI: Schedules of Supplementary Information

Annexure-A – Check list

Statement-I - At least One similar BME study in the overall experience of the firm

Statement-II - Specific experience in at least one evaluation projects (socio-economic or transport indicators) in the overall experience of the firm

Statement-III - Deleted

Statement-IV – Annual Turn over

Statement-V- Existing Commitments

Statement-VI – Critical Equipment.

Statement-VII – Key personal

Statement-VIII - Litigation History.

Statement-IX- Deleted.

Data Sheet – I - Bidder's Appreciation of the Project

Data Sheet – II - Bidder's Organizational Setup for the Project

Data Sheet – III - Management of Design and Engineering Services

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

7. Clarification of tender documents

In case any clarification is required by the bidder, he may obtain it personally or in writing well in advance from the GHMC. Clarification for which written request has been received at least 3 days prior to Technical Bid opening only will be answered

8. Amendment of Bid documents

At any time prior to the dead line for submission of Bids, the GHMC may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Bidders, modify the Bid documents by issuing an Addendum. The addendum will be kept in website ie., www.tender.telangana.gov.in

C. Preparation of Bids

9. Language of the documents

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

10. Documents comprising the tender

The tender to be prepared by the bidder shall comprise of the form of tender and appendices thereto, the Bid Security, the information on technical man power to be available on this work and other such relevant information and any other material required to be completed and submitted in accordance with the instructions to bidders embodied in tender document. The forms and the data provided in this document shall be used without exception.

11. Tender prices

- i. The bidder shall quote his offer as Lump sum at appropriate place on e-procurement platform as per procedure. Negotiations are not permitted at any stage in respect of price bid.
- ii. The lump sum price quoted by the bidder shall include all the costs as per defined scope of work. The lumpsum offer shall provide for all superintendence, labour, material, plant, equipments and all other things required for work including all Government Taxes and duties and all other Government levies and recoverable / reimbursable amounts .

11.1 Tender validity

Validity of the tender will be **180 days** from the date fixed for opening of the tenders and thereafter until it is withdrawn by notice in writing duly addressed to the authority opening the tender. Such withdrawal after **180 days** shall be effective from the date of receipt of notice by the Employer.

12. Format and signing of tenders

- 12.1 The uploaded bid documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.
- 12.2 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the GHMC, or as necessary to correct errors made by the

- bidder, in which case all such corrections shall be initialed by the person or persons signing the bid.
- 12.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be printed below their signatures.
- 12.4 Only one Bid shall be submitted by each Bidder. No Bidder shall participate in the Bid of another for the same contract in any capacity whatsoever.
13. Deleted
- 14 Bid Security deposit, its forfeiture and penal action**
- 14.1 The bidder shall furnish as a part of his tender Bid Security for **Rs. 1.00 Lakh** valid for 180 days.
- 14.2 The Bid Security to be furnished shall be in the form of Online payment /Challan Generation/ Irrevocable and unconditional Bank guarantee valid for 180 days obtained from any scheduled commercial Bank/ Nationalized Bank as per the proforma given drawn in favour of Commissioner, Greater Hyderabad Municipal Corporation, Hyderabad. The format of Bank Guarantee is given as Annexure B.
- 14.3 Any tender not accompanied by the Bid Security will stand rejected.
- 14.4 Deleted.
- 14.5 “Forfeiture of Bid security”: If after submitting the tender, the bidder withdraws his offer or modifies the same or if after acceptance of his tender fails or neglects to furnish the Performance security, without prejudice to any rights and powers of the Employer here under or in law, the employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder. The employer shall also have right to forfeit the full amount of Bid security if the contractor fails to submit the performance guarantee within 21 days from the receipt of LOA issued.
- 14.6 In the event of tender being not accepted the amount of Bid Security deposited by the bidder, shall unless it is prior thereto to forfeit under provisions of sub clause 14 above, be refunded to him on passing of receipt thereto without any interest.
- 14.7 Transaction fee: Charges payable to Service Provider:
All the bidders/suppliers will pay the transaction fee Rs.10,000+ GST @ 18% in favor of TSTS.
- Mode of payment :** The transaction fee of Rs. **10,000/- + GST @ 18%** has to be paid through electronic gate way payment system to TSTS., by each participating bidder at the time of Bid submission.
- 14.8 Any bid not accompanied by both the EMD/Performance Guarantee, and Transaction fee will be rejected by the employer as “non responsive”
- 14.9 The Successful bidder has to pay the e-procurement corpus fund of Rs.10,000/- through D.D. Drawn in favour of TSTS, Hyderabad at the time of concluding agreement and hand over the D.D. to the Commissioner, GHMC, Hyderabad enters the agreement with successful bidder.

15 Pre-tender meeting

15.1 In the chambers of the Chief Engineer (Projects), GHMC 6th Floor, CC Complex, Tank Bund, Hyderabad.

16. Amendments to tender document

At any time prior to the dead line for submission of tender, the GHMC may for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder modify the tender document by issuance of an addendum. The addendum will be kept in website www.tender.telangana.gov.in.

17. Submission of tenders

(b) Bidders need to register on the electronic procurement market place of Government of Telangana i.e., "www.tender.telangana.gov.in". On registration on the e-Procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online.

(c) While registering on the e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.

(d) The technical bid evaluation of the bidders will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by the bidders.

Only the successful tenderer shall hand over the original copies of all the uploaded documents, Online payment /Challan Generation /BG towards Bid Security prior to entering into agreement as per G.O.Ms. No. 174 Dt: 01-09-2008 of I & CAD (PW-Reforms) Department to the Chief Engineer(Projects), Greater Hyderabad Municipal Corporation, Hyderabad or his authorized representative directly or through his agent or by Registered post or by Courier service. The department will not take any responsibility for any delay or non-receipt.

i. The successful bidder shall furnish the original hard copies of all the documents / certificates/statements uploaded by him before concluding the agreement.

ii. The bidders shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from canceling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.

iii. The successful bidders found defaulting in submission of hard copies of original Online payment /Challan Generation /BG for EMD/Performance Guarantee, Transaction fee and other uploaded documents to the Tender Inviting Authority before concluding the agreement will be suspended/ disqualified from participating in tenders on e-procurement platform for a period of 12 months. The suspension of bidder shall be automatically enforced by the e-procurement system, as per G.O.Ms.No.245, dated 30-12-2005, I & CAD Department.

iv. Steps for registration and submission of bids are described in detail in the "Bidders Training Booklet" available with the department as well as at the above web site.

18. The GHMC may, at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with Clause 16, in which case all rights and obligations of the GHMC and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.
19. Deleted
20. Bid opening and evaluation
21. **Tender opening**
Tender opening will be as per the e-procurement procedures.
22. **Tender liable for rejection**
The tender is likely to be rejected if on opening it is found that –
- a) The bidder has not strictly followed the procedure laid down for submission of tender.
 - b) The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
 - c) Additions, corrections or alteration are made by the bidder on any page of the tender document.
 - d) Any page or pasted slips are missing.
 - e) The bidder has not signed the tender.
 - f) The bidder has specified any additional condition.
 - g) The bidder has not attached the addendum to the main tender
- h) In case the technical proposal of bidder who has quoted lowest price and who has satisfied other criteria is not conforming to the stipulations made, the bidder without revising the cost shall modify the same to conform to the above stipulations. If the bidder refuses to modify this then the tender shall be treated as non responsive and rejected.**
- i) The bidder has quoted financial offer anywhere other than specified in Financial Bid.
23. **Clarification of tenders**
To assist in examination, evaluation of tenders the GHMC may ask bidders individually for clarification of their offer including break down of costs, reasons in case of very high/very low offer. Such request shall be in writing and the response shall also be in writing.
24. **Correction of errors**
If there is any discrepancy between the offer quoted in figures and in words, the rate quoted in words will be treated as the offer.
25. **Evaluation and comparison of tenders**
- a. The GHMC will evaluate and compare only those Bids, which have been determined to be substantially responsive to the requirements of the Bid documents in accordance with clause 10 & Clause 6.

- b. Evaluation of the Bids shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the Bids which may effect the execution of the works in the manner and / or the time specified, and their relationship to the Bid amount offered. Such deviations or reservations will not be permitted, and such Bid shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of Bids.

26 **Award criteria**

Subject to clause 25, the employer will award the contract to a bidder whose tender has been technically qualified in technical evaluation as per clause 1.3 of Notice Inviting Tender and found to satisfy all requirements of tender document and who has offered the lowest price.

The criteria for arriving the lowest price is, the sum of price quoted for **A+B** i.e.,

A. Flyovers/grade separators under SRDP and

B. Major corridors under CRMP

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

Notwithstanding Clause 26, the Superintending Engineer (Projects-WZ) / Chief Engineer(Projects), GHMC / Commissioner, GHMC as the case may be, reserves the right to accept or reject any Bid, and to annul the Biding process and reject all the Bids at any time or any stage prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of its action.

28 **Process to be Confidential**

28.1 After the opening of Bids information relating to examination, clarification, evaluation and comparison of Bids and recommendations, concerning to the award of contract shall not be disclosed to the Bidders or any other persons not officially concerned with the process until the award of the Contract to the successful Bidder has been announced.

28.2 Any effort by any Bidder to influence the officials of GHMC in the examination, clarification, evaluation and comparison of Bids, and in any decisions concerning award of a contract, may result in the rejection of the Bidder's Bid.

29 **Notification of award**

Prior to the expiration of tender validity period or any such extended period, the employer will notify the successful bidder in writing by a registered letter that his tender has been accepted. This letter (herein after and in conditions of contract called letter of acceptance) shall name the sum which the employer will pay to the Contractor in consideration of the execution, completion and maintenance of the work by the Contractor as prescribed in the Contract. This notification of award will constitute formation of contract.

Upon furnishing the performance security by the successful bidder the order to start work will be given. The work order shall be accompanied by a true copy of the agreement bearing the number under which it is registered in the office of the Chief Engineer (Projects), GHMC, and Hyderabad.

30. Performance guarantee/EMD

The successful bidder whose tender has been accepted will have to pay 2.5% of the **accepted tender amount** as performance security/EMD in any of the following forms. The performance guarantee shall be either in the form of demand draft or in the form of unconditional and irrevocable bank guarantee issued by a Nationalized Banks of India or any scheduled Bank in favour of **Commissioner, GHMC**, Hyderabad. The period of validity for the performance security shall be upto the date of official completion of work certified by the employer.

31. Signing of agreement

Upon furnishing the Performance guarantee “and balance EMD to make it 2.5% of contract price including the initial Bid Security /EMD/Performance Guarantee”, the contractor will be invited to conclude the agreement and on execution of agreement, the Bid security shall get adjusted with the total EMD as specified in the contract.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- (a) “Applicable Law means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Agreement” means the Agreement signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 2 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “Employer”, “GHMC” means Government of Telangana
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India or the Government of Telangana as the case may be.
- (g) “Local currency” means Indian Rupees;
- (h) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Local Personnel” means such persons who at the time of being so hired had their domicile inside India; and “Key Personnel” mean the personnel referred to in Clause GC 4-2(a).
- (j) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) “Commissioner/Superintending Engineer” means the Commissioner / Superintending Engineer, GHMC or Employer.
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (m) “Sub-Consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.

(o) “Technical Proposal” means the technical proposal submitted by the consultant and accepted by the Employer.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

Employer: The Commissioner,
Greater Hyderabad Municipal Corporation,
Tank Bund Road,
Hyderabad,

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

1.7 Location

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

1.8 Authority of Member in Charge

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

1.9 **Authorized Representatives**

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

1.10 **Taxes and Duties**

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

2. **Commencement, Completion, Modification and Termination of Contract**

2.1 **Effectiveness of Contract**

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

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

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

2.3 **Commencement of Services**

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

2.4 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.8.6 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

2.5 **Entire Agreement**

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

2.6 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 2.0 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

(i) Definition

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

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

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

ii) No Breach of Contract

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

iii) Measures to be taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Payments

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

v) **Consultation**

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

vi) **Suspension**

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

vii) **Extension of Time**

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

2.8 **Termination**

2.8.1 **By the Employer**

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- (g) if the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the borrower of the benefits of free and open competition.

2.8.2 By the Consultants

The Consultant, may by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract.

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

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8.6 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,
- (iii) any right which a Party may have under the Applicable Law.

28.4 Cessation of Services

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

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of The Consultants

3.1 General

3.1.1 Standard of Performance

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

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

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to engage in certain Activities

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the contract.

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultant

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

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultant' Actions requiring Employer's prior Approval

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

Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employers prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; and

3.8 Specific Responsibilities of the Consultant

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

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

3.9 Reporting obligations

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

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

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

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

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

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

3.11 Equipment and Materials furnished by the Employer.

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

4. Consultants' Personnel

4.1 General

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

4.2 Resident Project Manager

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

5. Obligations of the Employer

5.1 Assistance and Exemptions

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

6 Time Schedule:

7. Payments to the Consultant

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

7.1 Mode of Billing and Payment

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

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

7.2 Retention:

a. The department shall retain from each payment due to the consultant @ the rate of 7.5% of bill amount until Completion of the whole of the Works.

b. Deleted

c. On completion of the whole of the Works 7.5% of the total amount retained including 2.5 % EMD/Performance Guarantee, is repaid to the Consultant

7.3. Liquidated Damages:

a. If the consultant fails to attend project management work as per the scope within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Employer/ Employer's representative may without prejudice to any other method of recovery will deduct as detailed below for the period of delays subject to a maximum of 10% of the contract value as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

b. The liquidated damages will be @ Rs.50/- per lakh of balance project management work per each day for the period of delay which is shortfall for that mile stone will be levied in accordance with the approved construction programme.

c. The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

7.4 Removal and/or Replacement of Key Personnel

The consultant can replace any key personnel at any time with equal or more competent and experienced personnel during the implementation of the contract with prior approval of GHMC authorities. Replacement of key personnel should be avoided as far as possible and can be allowed only in exceptional cases.

7.5 Mobilisation Advance: No Mobilisation Advance will be paid.

8. Fairness and good faith

a) 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.

b) Operation of the Contract

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

9. Secrecy And Confidentiality

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

10. Settlement of Disputes

a) Amicable Settlement

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

b) Dispute Settlement

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

c) 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 matter so referred shall be final and binding upon the Consultant and shall forthwith be given effect to by the Consultant, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Chief Engineer of the Employer has given written notice of his decision to the Consultant and no claim to arbitration, has been communicated to him by the Consultant within a period of thirty days from receipt of such notice, the said decision shall remain final and binding upon the Consultant. If the Chief Engineer of the Employer shall fail to give notice of his decision, as aforesaid, within a period of thirty days after being requested as aforesaid, or if the Consultant be dissatisfied with any such decision, then and in any such case the Consultant within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. Except as otherwise providing in the contract, any dispute and differences arising out of or relating to the contract shall be referred to adjudication as follows:

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

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

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

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

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

11. FORECLOSURE

- a. The Employer may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.**
- b. Up on termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Employer.**
- c. The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.**

SECTION IV

TERMS OF REFERENCE

Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and on (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC

A. Strategic Road Development Program (SRDP)

Greater Hyderabad Municipal Corporation (GHMC), is a Local Body responsible for the planned growth of the city and provides for basic civic services like roads, water supply & sewerage, health & sanitation, storm water disposal etc. Previously, the major road network system in Hyderabad city was characterized by inadequate carriageway width, improper drainage facilities and pedestrian footpaths, traffic management, lack of efficient mass transport system etc., consequently resulting in increasing pressure on the exiting road network. Accordingly, the Government of Telangana initiated the Strategic Road Development Program (SRDP) in 2015 to cope up for the future traffic demand based on Comprehensive Transportation Study (CTS) for Hyderabad Metropolitan Area (HMA-2041) carried out during 2011. Stemming from these strategic studies, several infrastructure development projects were planned, many of which are completed and several other projects are in advanced stages of completion as well as procurement.

Under the SRDP, flyovers and grade separators have been constructed **over signalized junctions at Biodiversity junction, Mindspace junction, Ayyappa society junction, Rajiv Gandhi Statue Junction, Road No.45, Durgam cheruvu, OU colony (Shaikpet), Kothaguda, Balanagar, Owaisi junction, Chintalkunta Junction, Kamineni junction, LB nagar junction, Bairamalguda junction, Nagole, Khaithlapur, shilpa Layout and Panjagutta junction steel bridges etc., in the city of Hyderabad, Telangana state.** The construction was featured with suitable grade separation scheme in the form of grade separators/interchanges at major junctions, bottlenecks, religiously sensitive places, burial ground locations etc., along the selected Major Highway Corridors thereby resulting in reduced traffic congestion, enhanced mobility, reduced travel time, improved safety etc., along the entire corridor.

B. Comprehensive Road Maintenance Program (CRMP)

The main objective of the Comprehensive Road Maintenance Program (CRMP) is that the main road stretches in GHMC area are kept always in absolutely spotless and perfect condition without any pot holes and bad patches, and with all the required safety interventions like lane marking, Zebra crossing, road studs/cateyes, signages etc.,

Comprehensive Maintenance of major roads by the contractors for 5 years will reduce the procedural delays caused by the regular tender procedures every year for attending to various repair works on important stretches and immediate grievance redressal.

Details of the Project:

Government accorded administrative sanction for an amount of Rs. 1839.00 Cr. for maintenance of 811.96 km main roads (3 lane and above width) covering total GHMC area with a total of 525 stretches under 7 packages for 5 years.

The agencies are given the responsibility of overall upkeep and maintenance of all the road stretches in traffic worthy condition. A total length of 681.223 km is re-carpeted till date along with maintenance of footpaths, central median, kerb painting, lane marking, sweeping and greenery maintenance.

In order to ensure pedestrian and commuter safety, a total of 2425 No. of signage boards have been erected along with 756.51 km lane marking and 1423 No. of zebra crossings. The CRMP agencies have established control rooms to attend the complaints from citizens in the respective zones and till date 2071 grievances have been attended.

Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.

The construction of suitable grade separation scheme in the form of grade separators/interchanges includes at major junctions, bottlenecks, religiously sensitive places, burial ground locations etc., along the selected Major Highway Corridors so as to reduce the traffic congestion, to improve the mobility, reduce the travel time, to improve the safety etc., along the entire corridor.

4.1.1 The consultant has to prepare the Detailed Project Report covering the assessment study of socio-economic & environmental benefits for the subject work duly utilizing the data available with the GHMC for the following projects i.e.,

A. Flyovers / Grade separators taken up under Strategic Road Development Program (SRDP)

1. Biodiversity junction -L1 Flyover
2. Biodiversity junction L2 Flyover
3. Mindspace junction Underpass
4. Mindspace junction Flyover
5. Ayyappa society junction underpass,
6. Rajiv Gandhi Statue Junction Flyover,
7. Road No.45 flyover
8. Durgam cheruvu Flyover,
9. OU colony (Shaikpet) Flyover
10. Balanagar Flyover
11. Chintalkunta Junction VUP
12. Kamineni junction LHS Flyover
13. Kamineni junction RHS Flyover
14. LB nagar junction LHS Flyover
15. LB nagar junction RHS Flyover
16. LB nagar junction VUP
17. Bairamalguda junction LHS Flyover
18. Bairamalguda junction RHS Flyover.
19. Bhadurpura Flyover
20. Owaisi junction Flyover
21. Nagole Junction Flyover
22. Khaitalapur Flyover
23. Kothaguda, Kondapur Flyover.
24. RUB Hitechcity
25. RUB Tukaramgate
26. Panjagutta steel Bridge 1
27. Panjagutta steel Bridge 2
28. Shilpa Layout flyover Phase-I
29. RUB Uttam nagar
30. RUB Uppuguda

B. The Comprehensive Road Maintenance Program (CRMP) corridors are as follows:

| <u>Sl. No.</u> | <u>Name of the Corridor</u> |
|----------------|--|
| 1 | Lakdikapul – via Khajaguda Jn - Nanakramguda-13.5 Km |
| 2 | Khajaguda Jn - JNTU - Allwyn X- Road-14 Km |
| 3 | Khajaguda – Lingampally-10.6 Km |
| 4 | KBR Park- Punjagutta _ HPS- Habsiguda X Road-15.3 Km |
| 5 | IS Sadan – Aramgarh-Rethibowli- 20.40 Km |
| 6 | Chaderghat – Chintalkunta Jn-8.9 Km |
| 7 | Nayapul - M.J. Market - Ameerpet – Kukatpally - Balanagar Y junction |
| 8 | Balanger Y Jn- Narsapur X Roads – Gajularamaram-12.7 Km |
| 9 | Trimulgiri jn – ECIL X Roads – Moulali – Tarnka Jn -14.2 Km |
| 10 | KBR Park– Road No. 36 Jubilee Hills – Cyber Tower via 100 ft road- 6.9 |

Therefore the above available data shall be utilized for preparation of Detailed Project Report for assessment of socio-economic & environmental benefits due to construction of flyovers / grade separators under SRDP and major road corridors under CRMP for assessment of benefits.

The consultants who are involved in preparation of feasibility studies or Detailed Project Report (DPR) for the SRDP/CRMP programmes not eligible to participate in the BME tender

The interested bidders can visit the Office of Executive Engineer (Projects-WZ-I), GHMC, H.O., CC Complex, 6th Floor, Tank Bund, Hyderabad on any working day for collecting the soft copies of available data.

4.2 OBJECTIVES & DESCRIPTION OF ASSIGNMENT

Objectives

Government of Telangana intends to assess and evaluate the benefits accrued from construction of these grade separators / flyovers and major corridors. Further, as most of them have been constructed for last 2-3 years and are operational, a benefit monitoring and evaluation also needs to be carried out for them. Government of Telangana, plans to entrust this evaluation study to consultants having adequate experience in conducting similar studies and advice the government regarding the overall direct and indirect, impacts due to the construction of specific flyovers and grade separators.

Scope of Work

The study shall explore and come up with a quantified information on the magnitude of benefits ensued from the construction of flyovers, grade separators and major corridors. This shall include

- (i) the preparation and analysis of benchmark (baseline) information on persons and population groups benefiting from the infrastructure development and also assess the impacts on affected population,
- (ii) evaluation of project impact after completion when all project facilities and services have been fully developed.

The specific tasks include:

- Establish a project influence area or the ‘zone of influence’ of the flyovers/grade separators and major corridors, chosen for detailed and intensive evaluation, and establish a baseline. Assess the impacts when the project opened to traffic, assess those benefits as of now and as forecasted for the future.

Zone of influence is basically the perceived impact area, in terms of the traffic, pedestrian footfall, commercial establishments and other facilities within the vicinity of the flyover. The Consultant should consider a range of 100–200 meter radius from the flyover depending on the respective socio-economic and traffic indicators.

- Develop the monitoring and evaluation methodology to ensure relevant qualitative and quantitative data are collected. Data shall be collected from commuters, institutional level respondents (education, health, banking, market) and also from vehicle owners and operators.
- Develop a sampling methodology in discussion with GHMC. This shall involve collection and analysis of data with respect to ‘treatment’ and ‘control’ groups of population respectively.
- Develop suitable training material for enumerators ensuring quality of data collection using multiple data collection tools.

- Provide training to enumerators, field supervisors, data managers on the administration of the questionnaire.
- Identify and list the potential socio-economic and environmental benefits that could be realized through the construction of flyovers, grade separators:
 - i) **Public opinion** with regard to completed flyovers, grade separators under SRDP and major corridors under CRMP and assessment of rate of increase in productivity due to reduction in travel time, idling time, fuel economy etc.
 - ii) **Improvement of living conditions and reduction in health-related problems** in case of both commuters and residents in the zone of influence of the flyover / grade separator under SRDP and major corridors under CRMP due to reduction in air pollution and noise pollution etc.
 - iii) Collect and analyze data on **transport services including passenger and traffic count** with focus on volume of traffic, freight and passenger, seasonal variations in traffic flows, patterns of ownership in the transport sector, transport costs and determine the travel and transit time to education, health facilities and other facilities such as markets.
 - iv) Collect and assess pre-project and post-project data from respondents (households, traders, business ventures) **to determine both economic and non-economic attributes** including the level and characteristics of employment or business income. Study the available documents and extract pre-project data for identified indicators, if such data is insufficient for the assessment, accordingly suggest and firm up a suitable methodology in consultation with GHMC and extract requisite data from primary or secondary sources.
 - v) Collect and analyse the **level of staffing and entry-exit data of staffs** in educational, health and financial facilities in the zone of influence.
 - vi) Assess **market infrastructures** and collect information on locational spread of markets, size of the market in terms of the numbers of buyers and traders; and turnover, physical infrastructure of shops and trade outlets, composition of goods and services traded, in the zone of influence.
 - vii) **Emission load estimation** - The emissions generated from each category of the vehicles, viz. 2, 3 & 4 wheelers, LCVs and Heavy vehicles shall be estimated under two scenarios; one considering there is no flyover / grade separator and the other with the flyover / grade separator under SRDP and before and after improving major corridors under CRMP. The emission factors / norms suggested by Central Pollution Control Board

(CPCB) shall be used in accordance with Bharat Stage emission standards to estimate the emission load in terms of the four major pollutants, i.e., CO, HC, NO_x and PM that are known to have serious health implications.

- viii) **Traffic Volume count** - The traffic movement at both the ends of the flyover / grade separator , approach intersections and major corridors shall be counted with video recording on an hourly basis for a period of 24 hours, on typical working day. The traffic count locations shall be marked and indicated along with their details on a plan.
- ix) **Origin & Destination surveys (OD surveys):** conducting OD surveys with manually for selected samples to cover about 5% sample of the traffic volume.
- x) **Travel time and vehicle speed** - The time taken to travel from and back via the major road corridors and on the flyovers shall be determined during morning peak traffic times, using an electronic timer. The time taken for going from one point to another shall be recorded three times each on both the sides of the main road and over the flyover. The observations shall be taken on three different working days using different 4-wheelers, driven by different drivers. The time lost in idling due to traffic signal at each of the junctions for each observation shall be recorded. The recorded travel time and estimated average vehicle speed for each of the observations taken on the three days shall be plotted. The standard deviation shall be estimated and the 95% upper and lower confidence limits (UCL and LCL) of the observations shall also be determined and indicated on the plots.
- xi) **Fuel Consumption** - The average fuel economy and fuel consumption during idling conditions for different categories of vehicles shall be presented. The amount of fuel lost as well as the annual cost associated with the loss of fuel during idling shall also be estimated.
- xii) Assess the temporary as well as permanent impact on the employment, livelihood, businesses due to the civil works and related activities.

Surveys: For the socio-economic survey, the minimum sample size following the standard sampling estimate is required.

Traffic Surveys: Minimum of 1 Midblock counts, 1 Turning Movement counts, Travel time and Speed in peak and off peak of one round, 1 OD at each location to be done.

4.3 Duration

The proposed study shall be completed in a period of Six (6) months from the date of signing the contract.

4.4 Deliverables

Inception Report: Consultant will present the BME Plan which shall include the sampling methodology, details of treatment and control group along with the firmed-up zone of influence in consultation with GHMC. Overall work plan and time line shall be given in the Inception Report which is due within one month from the commencement of work.

Interim Report: Consultant will document an interim report covering the progress in 4 months from the day of commencement of work. This shall include the details of training to enumerators and the data management measures adopted. The challenges faced in implementing the BME Plan and the alternate approaches adopted in consultation with the GHMC shall be presented in the Interim Report.

Draft BME Report: The findings of the data analyzed with respect to various socio-economic and environmental indicators will be presented. The draft BME report will comprehend the qualitative and quantitative data collected as part of the study, and is due within 6 months from the commencement of work.

Final BME Report: The comments and suggestions from the GHMC on the draft BME Report will be incorporated in the Final BME Report. The Final BME Report is due within 6 months of the commencement of the work.

NOTE: GHMC reserves the right to close the contract at any of the above stage if it is found that further work is not necessary. Payment will be made for the stage of work carried out by the consultant.

4.5 **SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.**

The feasibility reports shall be prepared in all respects within a period of **6 (Six) months**, and during this period the consultants shall submit a number of progress reports, working papers & draft and final reports for the consideration of the client.

| Sl. No. | Deliverable | Time from LOA | Percentage of Contract Price |
|---------|------------------|---------------|------------------------------|
| 1) | Inception Report | 1 month | 25% |
| 2) | Interim Report | 3 months | 30% |
| 3) | Draft BME Report | 5 months | 25% |
| 4) | Final BME Report | 6 months | 20% |

4.4 **SPECIFIC RESPONSIBILITIES OF THE CONSULTANT**

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

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

.5

Payments shall be made according to the following schedule :

| Sl No | Activity/Report | Payment Schedule |
|--------------|------------------------|-------------------------|
| 1 | Inception Report | 25% |
| 2 | Interim Report | 30% |
| 3 | Draft BME Report | 25% |
| 4 | Final BME Report | 20% |
| | Total | 100% |

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

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

4.7 FINAL OUT PUT

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

During the study period the consultant shall make the submittals, as indicated

- i) Inception Report shall consist of Project Appreciation, Methodology of work, work program, etc.,
- ii) Draft BME Report shall be a complete report containing all the information required in the tasks listed in the scope of work above, and support calculations, designs, drawings and maps (Plans). The findings of this report shall be presented in a workshop / presentation (MS PowerPoint).
- iii) BME report shall be the report incorporating all comments of the Department and feasibility reports for individual Roads shall consist of all information mentioned in the scope of work.

Drawings

Deleted

4.6 REVIEW AND MONITORING OF CONSULTANTS WORK

The Consultants shall present the BME Report to the Superintending Engineer, GHMC who will review the technical details on behalf of the GHMC and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted. All the deliverables submitted by the consultant will be reviewed by GHMC and the comments given by GHMC will have to be incorporated by the consultants.

The Superintending Engineer, GHMC or his representative will function as a study contract coordinator to oversee the study and provide a principal point of contact with the consultant on behalf of the clients. The consultant will provide all facilities and equipment necessary for the conduct of the study. On completion of the study, all data collected during the study, software packages used and developed during the study by the consultant along with the user manuals will become the property of the client. The consultants shall provide all the maps, data, collected, analyzed, drawing prepared in hard as well as soft copy (CD – ROM) with proper labeling and documentation.

4.7 KEY PROFESSIONALS FOR THE REQUIRED SERVICES

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

1. Team Leader (Monitoring and Evaluation Specialist)
2. Transportation Specialist
3. Transport Economist
4. Social Development Specialist

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

4.8 Local office

On entrustment of work, within a week days the consultant shall establish a local office (if not existing already) at Hyderabad headed by the Resident Project Manager. The office must be equipped with all necessary office equipment, furniture, phone and fax facility. The Resident Project Manager must not leave headquarters without prior intimation to the client.

4.9 Interaction with GHMC

1. During entire period of services, the Consultant shall interact continuously with GHMC and provide any clarification as regards methods being followed and carry out modification as suggested by GHMC. A programme of various activities shall be provided to GHMC and prior intimation shall be given to GHMC regarding start of key could be arranged in time.
2. Power Point presentations at least on 5 (five) occasions will have to made to various Officers of GHMC/GOVT etc. The cost of making such presentation shall also be included in the proposal.
3. The GHMC officers and other Government offices may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works. Consultant shall be present on such occasion. No extra fee is payable.
4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property. Officials of GHMC and other Government officials may visit the site during the preparation of DPR. Consultant shall be present on such occasion. No extra fee is payable.

4.10 Facilitation by the GHMC

GHMC will provide support to the selected Consultant for the timely conduct of the proposed assignment. GHMC will have dedicated Officer for overall facilitation with relevant stakeholders including communicating to police department, transport department, shop-keepers, other stakeholders for the requisite survey and consultations at the project sites.

FORM OF PRICE BID

To,

The Commissioner,
Greater Hyderabad Municipal Corporation,
Hyderabad.

Sir:

Sub: Consultancy services for preparation of Benefit Monitoring and Evaluation (BME) report of the Flyovers / Grade Separators constructed under Strategic Road Development Program (SRDP) over signalized junctions (28 Structures) and on (10) major corridors developed and maintained under Comprehensive Road Maintenance Program (CRMP) in GHMC.

We, the undersigned, offer to provide the consultancy services for the above in accordance with your bid document date : **03-12-2022**, and our bid (technical and financial bids). Our attached financial bid is for the sum of **Rs. _____/- (Rupees _____ only)**. This amount is inclusive of all taxes except service tax/ GST which will be paid separately as per the rates in vogue.

A. For flyover / grade separator/RUB/ ROB under SRDP

| S.No | Item | Total Number of flyovers / grade separators/ ROB/ RUB | Rate per flyover / grade separator/RUB/ ROB (Rupees in Figures) | Rate per flyover / grade separator/RUB/ ROB (Rupees in words) | Amount (Rupees in Figures) | Amount (Rupees in words) |
|------|--|---|---|---|----------------------------|--------------------------|
| I | Benefit Monitoring and Evaluation (BME) of the flyovers / grade separators constructed under SRDP over signalized junctions at 1. Biodiversity junction -L1 Flyover 2. Biodiversity junction L2 Flyover 3. Mindspace junction Underpass 4. Mindspace junction Flyover 5. Ayyappa society junction underpass, 6. Rajiv Gandhi Statue Junction Flyover, 7. Road No.45 flyover | 30 | Rupees _____ only) | (Rupees _____ only) | (Rupees _____ only) | (Rupees _____ only) |

| | | | | | | |
|---|--|--|--|--|--|--|
| 8. Durgam cheruvu Flyover, 9. OU colony (Shaikpet) Flyover 10. Balanagar Flyover 11. Chintalkunta Junction VUP 12. Kamineni junction LHS Flyover 13. Kamineni junction RHS Flyover 14. LB nagar junction LHS Flyover 15. LB nagar junction RHS Flyover 16. LB nagar junction VUP 17. Bairamalguda junction LHS Flyover 18. Bairamalguda junction RHS Flyover. 19. Bhadurpura Flyover 20. Owaisi junction Flyover 21. Nagole Junction Flyover 22. Khaitalapur Flyover 23. Kothaguda, Kondapur Flyover. 24. RUB Hitechcity 25. RUB Tukaramgate 26. Panjagutta steel Bridge 1 27. Panjagutta steel Bridge 2 28. Shilpa Layout flyover Phase-I 29. RUB Uttam nagar 30. RUB Uppuguda | | | | | | |
|---|--|--|--|--|--|--|

*The above flyovers / grade separators/ROB/RUB/Underpass shown is tentative. Actual payment will be for actual flyovers / grade separators/ROB/RUB/Underpass arrived during detailed survey at the unit rate quoted above.

*Any extra flyovers / grade separators/ROB/RUB/Underpass to be taken up in addition to the stated flyovers / grade separators/ROB/RUB/Underpass shown in above table, the unit rate quoted will be considered. For any reduction in flyovers / grade separators/ROB/RUB/Underpass the deduction will be applied as per the unit rates quoted above

B. For Major corridors under CRMP

| S.No | Item | Approximate Total length of 10 Corridors in KM | Rate per KM (Rupees in Figures) | Rate per KM (Rupees in words) | Amount (Rupees in Figures) | Amount (Rupees in words) |
|--|--|--|---------------------------------|-------------------------------|----------------------------|--------------------------|
| I | Benefit Monitoring and Evaluation (BME) of the major corridors under CRMP | 105.20 | Rupees _____ | (Rupees _____) | (Rupees _____) | (Rupees _____) |
| | 1.Lakdikapul – via Khajaguda Jn - Nanakramguda-13.5 Km | | | | | |
| | 2.Khajaguda Jn - JNTU - Allwyn X- Road-14 Km | | | | | |
| | 3.Khajaguda – Lingampally-10.6 Km | | | | | |
| | 4.KBR Park- Punjagutta _ HPS- Habsiguda X Road-15.3 Km | | | | | |
| | 5.IS Sadan – Aramgarh- Rethibowli- 20.40 Km | | | | | |
| | 6.Chaderghat – Chintalkunta Jn-11.30 Km | | | | | |
| | 7.Nayapul - M.J. Market - Ameerpet – Kukatpally - Balanagar Y junction- JNTU-14.2 Km | | | | | |
| | 8.Balanga Y Jn- Narsapur X Roads – Gajularamaram-12.7 Km | | | | | |
| | 9.Trimulgiri jn – ECIL X Roads – Moulali – Tarnka Jn -14.2 Km | | | | | |
| | 10.KBR Park– Road No. 36 Jubilee Hills – Cyber Tower via 100 ft road- 6.9 Km | | | | | |
| Length of 10 corridors = 133.10 Km Deducting Length of structures including approaches = (-) 27.9 Km Net Length of corridors = 105.20 Km | | | | | | |

*The above Length of the corridors shown is tentative. Actual payment will be made for length covered during detailed survey at the unit rate quoted above.

*Any extra length to be taken up in addition to the stated length shown in above table, the unit rate quoted will be considered. For any reduction in length the deduction will be applied as per the unit rates quoted above.

Total quoted fee (A+ B) is **Rs.** _____ **/- (Rupees only).** Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

SECTION V

Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, Form of Agreement

Form of Letter of Acceptance

From:

To

Gentlemen,

Sub: - Bid for..

Ref: - Your Bid for the above work

* * * * *

Kindly refer to your letter No. dated. forwarding your Bid in response to Invitation to Bid No.....
You are hereby informed that the referenced Bid is accepted.

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

The Contract will be governed by the Conditions of Contract as set out in the Bid documents subject to modifications accepted by the Superintending Engineer, (Projects-WZ), GHMC. Please return this copy duly accepted and signed.

Yours sincerely,

(Signature)

Accepted

Signature, Name & Designation
Seal of Firm

Annexure-B
FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

_____”

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

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

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

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

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

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

Station

Name of the Bank

Form of Agreement

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a) this Form of Agreement;
- b) Section I: Notice Inviting Bid
- c) Section II: Instructions to Bidders
- d) Section III: General Conditions of Contract
- e) Section IV: Terms of reference
- f) Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement.
- g) Section VI: Schedules of Supplementary Information
 - Schedule A - Form of Bank Guarantee for EMD
 - Schedule B - Income Tax PAN No.
 - Schedule C - Project Experience Record
 - Schedule D - Methodology of Work
 - Schedule E - Activity Schedule
 - Schedule F - Equipment
 - Schedule G - Bio-data of Technical Personnel for the work
 - Schedule H - Record of arbitration and Litigation
 - Schedule I - History of Criminal cases
 - Schedule J - Form of General Power of Attorney
 - Schedule K - GPA Affidavit
 - Schedule L - Affidavit

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. in consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provision of the Contract.

5. the Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the time and in the manner prescribed by the Contract.

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

Signed, Sealed And Delivered.

By the said

By the said

Name

Name.....

On behalf of the Contractor

On behalf of the Contractor

In the presence of:

In the presence of:

.....

.....

Name

Name

Address.....

Address.....

SECTION VI

Schedules of supplementary information

SCHEDULE – A

PROFORMA
IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE
FOR EARNEST MONEY DEPOSIT

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

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

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

THE CONDITIONS of this obligation are:-

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

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

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

DATE..... SIGNATURE OF THE BANK

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

(Signature, Name and Address)

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

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

PROFORMA

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

_____ (name & address of Department)

WHEREAS _____

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

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

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

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

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

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

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

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

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

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

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

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

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

Note:

If the Bidder is a company, annual reports of the financial year 2011 to 2016, along with audited report under the companies act shall be furnished.

In case the Bidders other than the companies, if the turnover in any of the above financial years exceeds Rs. 40/- lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44 AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs. 40 lakhs.

In case of Bidders other than the companies, if the turn over in any of the above financial years does not exceed Rs. 40 Lakhs per annum, the following certificate shall be given by the Chartered Accountants for every year for the Profit and Loss Account and the Balance sheet. "We have audited the above Profit and loss account / Balance sheet of _____ as on _____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and profit and loss account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit."

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

| BALANCE SHEET (Rs. Lakhs) | | | | | |
|--|------------|----------|----------|----------|----------|
| Liabilities | 31-03-2022 | 31.03.21 | 31.03.20 | 31.03.19 | 31.03.18 |
| 1.Paid up Capital | | | | | |
| 2.Reserves and Surplus | | | | | |
| 3.Borrowings: | | | | | |
| 3.1 Term loan from Fis | | | | | |
| 3.2 Working Capital Loans | | | | | |
| 3.3 Other Loans | | | | | |
| 3.4 Interest Accrued & Due on Loans | | | | | |
| Sub – total | | | | | |
| 4. Current Liabilities & Provisions | | | | | |
| 4.1 Creditors for Materials | | | | | |
| 4.2 Advances on Contracts | | | | | |
| 4.3 Provisions | | | | | |
| Sub Total | | | | | |
| TOTAL | | | | | |
| Assets | | | | | |
| 5. Fixed Assets - Gross Block | | | | | |
| Less Cumulative Depreciation | | | | | |
| Net Fixed Assets | | | | | |
| 6. Capital Work-in-Progress | | | | | |
| 7. Investments | | | | | |
| 8.Current Assets, Loans, Advances | | | | | |
| 8.1 Inventories | | | | | |
| 8.2 Sundry Debtors | | | | | |
| 8.3 Cash and Bank Balance | | | | | |
| 8.4 Loans and Advances | | | | | |
| Sub-Total | | | | | |
| 9.Expenses and losses to the Extent not written off | | | | | |
| TOTAL | | | | | |
| Financial Indicators: | | | | | |
| *Networth | | | | | |
| *Current Ratio | | | | | |
| *Liquid Ratio | | | | | |
| *Capital Employed | | | | | |
| *Debt : Equity Ratio | | | | | |

| PROFIT&LOSS ACCOUNT | | | | | |
|--|---------|---------|---------|---------|---------|
| (Rs.Lakh) | | | | | |
| INCOME | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 |
| 1.Income From Operations | | | | | |
| 2.Other Income | | | | | |
| TOTAL | | | | | |
| EXPENDITURE | | | | | |
| 3.Materials | | | | | |
| 4.Salaries and Wages | | | | | |
| 5.Administrative ad Other Exp. | | | | | |
| 6.Interest | | | | | |
| 7.Depreciation | | | | | |
| 8.Deferred Revenue Exp.w/o | | | | | |
| 9.Other Expenses w/o | | | | | |
| 10 TOTAL Expenditure | | | | | |
| 11. Profit Before Tax | | | | | |
| 12.Less Income tax | | | | | |
| 13. Profit After Tax | | | | | |
| 14. Prior Period Adjustments | | | | | |
| 15.Extra-ordinary Items | | | | | |
| 16.Profit Available For Appropriations | | | | | |
| 17. Less Dividend | | | | | |
| 18.Retained Profit | | | | | |
| Financial Indicators : | | | | | |
| *Profit Before Tax To : | | | | | |
| Capital Employed (%) | | | | | |
| Net Worth (%) | | | | | |
| Sales (%) | | | | | |
| Earning Per Share (Rs.) | | | | | |
| *Cash Generated from Operations | | | | | |

**FORMS OF TENDER
QUALIFICATION INFORMATION
Annexure –A**

CHECKLIST TO ACOMPANY THE TENDER

| Sl. No | Description | Submitted | Page No. |
|--------|--|-----------|----------|
| 1 | 2 | 3 | 4 |
| 1 | | | |
| 2 | Copy of PAN Card, and Copy of Latest valid Income Tax returns and annual audited balance sheet for the last five financial years (2016-17 to 2020-21) submitted along with proof of receipt. | Yes / No | |
| 3 | Copy of Proof of Registration under Service Tax/GST. | Yes / No | |
| 4 | At least One similar BME study in the overall experience of the firm . | Yes / No | |
| 5 | Specific experience in at least one evaluation projects (socio-economic or transport indicators) in the overall experience of the firm | Yes / No | |
| 6 | Deleted | Yes / No | |
| 7 | Details of Annual Turnover for the last 5 years form consultancy business in Statement – IV with supporting certificates and Audited Financial statements for 5 years. | Yes / No | |
| 8 | Details of existing commitments i.e., works on hand in Statement-V with Supporting Certificates. | Yes / No | |
| 9 | Availability of critical equipment in Statement – VI. | Yes / No | |
| 10 | Availability of Key personnel in Statement-VII. | Yes / No | |
| 11 | Litigation history in Statement –VIII. | Yes / No | |
| 12 | Statement-IX | Deleted | |
| 13 | Proof of liquid assets in the shape of Solvency certificates etc., for the required amount. | Yes / No | |
| 14 | List of certificates enclosed for the above items. | Yes / No | |

Notes:-

1. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.

2) The information shall be filled-in by the Tenderer in the checklist and **Statements I to IX**, and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted online by the tenderer.

DECLARATION

I _____ have gone through carefully all the Tender conditions and solemnly declare that I _____ will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I _____ hereby declare that, I _____ have not been blacklisted / debarred / Suspended / demoted in any department in Telangana/Andhra Pradesh or in any State due to any reasons in the last 5 (five) years.

Signature of the Tenderer

STATEMENT – I

Details of experience in at least One similar BME projects in the overall experience of firm.

| Sl. No | Name of the work | Address of Agt. Concluding Authority | Agreement No. & dated. | Value of Contract |
|--------|------------------|--------------------------------------|------------------------|-------------------|
| 1 | 2 | 3 | 4 | 5 |

| Stipulated period of completion | Actual date of completion | Valid of work done year wise during the last ten years (1 to 10) | | | | | | | | | | Total value of work done |
|---------------------------------|---------------------------|--|---|---|---|---|---|---|---|---|----|--------------------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| 6 | 7 | | | | | | | | | | | |

Work orders/ Agreement /evidence for completion of works like Bills etc., issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent.

Signature of the Tenderer

STATEMENT – II

Specific experience projects in socio- economic impact studies in the overall experience of firm

| Sl. No | Name of the work | Address of Agt. Concluding Authority | Agreement No. & dated. | Value of Contract |
|--------|------------------|--------------------------------------|------------------------|-------------------|
| 1 | 2 | 3 | 4 | 5 |

| Stipulated period of completion | Actual date of completion | Valid of work done year wise during the last ten years (1 to 10) | | | | | | | | | | Total value of work done |
|---------------------------------|---------------------------|--|---|---|---|---|---|---|---|---|----|--------------------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| 6 | 7 | | | | | | | | | | | |

Work orders/ Agreement /evidence for completion of works like Bills etc., issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent

Signature of the Tenderer

STATEMENT – III

Deleted

STATEMENT – IV

Details of Annual Turnover for the last 5 financial years form consultancy business

| Sl. No. | Financial Year | Value in Rs. |
|---------|----------------|--------------|
| 1. | 2017-18 | |
| 2. | 2018-19 | |
| 3. | 2019-20 | |
| 4. | 2020-21 | |
| 5. | 2021-22 | |

- Work orders/ Agreement /evidence for completion of works like Bills etc., issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent
- Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Returns.

Signature of the Tenderer

STATEMENT – V
Details of Existing Commitments.

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

A) Existing Commitments on ongoing works:

| Sl.No | Name of work | Address of Agt. Concluding authority | Agt. No. & Date | Value of contract | Stipulated period of completion | Value of work done so far. | Balance Value of works to be completed | Anticipated date of completion | Updated value of balance work |
|-------|--------------|--------------------------------------|-----------------|-------------------|---------------------------------|----------------------------|--|--------------------------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

Work orders/ Agreement /evidence for completion of works like Bills etc., issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent .

Signature of the Tenderer

B) Details of works for which Tenders are submitted [awarded / likely to be awarded]

| Sl. No. | Name of work | Address of Agt. Concluding authority | Estimated value of work | Stipulated period of completion | Date on which tender was submitted | Present stage of Tender. |
|---------|--------------|--------------------------------------|-------------------------|---------------------------------|------------------------------------|--------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

Signature of the Tenderer

STATEMENT - VI
Availability of Critical Equipment

The tenderer should furnish the information required below, regarding the availability of the equipment, required for construction / quality control

| Sl. No. | Details of Equipment | Number required | | |
|---------|----------------------|-----------------|--------|----------------|
| | | Owned | Leased | To be procured |
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

Signature of the Tenderer

A declaration regarding the equipment owned shall be produced by the Tenderer on a non-judicial stamp paper of Rs. 100/- as below;

DECLARATION

“I _____ do hereby solemnly affirm and declare that I /we own the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

| Sl. No. | Details of each Equipment | Year of purchase | Regn. Number | Capacity | Any other data. | Is it in working condition |
|---------|---------------------------|------------------|--------------|----------|-----------------|----------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

Signature of the Tenderer

STATEMENT – VII
Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

| Sl. No | Name | Designation | Qualification | Total Experience | Working with the Tenderer since. |
|--------|------|-------------|---------------|------------------|----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |

Signature of the Tenderer

STATEMENT – VIII

Information on litigation history in which Tenderer is the Petitioner.

| S. No | Case No. / Year | Court where filed. | Subject Matter / Prayer in the case. | Respondents i.e., SE / CE | Present Stage. |
|-------|-----------------|--------------------|--------------------------------------|---------------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Signature of the Tenderer

STATEMENT – IX
Deleted

Signature of the Tenderer

DATA SHEET –1

Bidder's Appreciation of the Project

This should also consist of a report on the Bidder's appreciation of the project, which should include a section on the site inspection carried out prior to bidding, and demonstrate awareness and understanding of all the principle technical and logistic aspects related to project construction.

DATA SHEET –2

Deleted

DATA SHEET –3

Deleted

SCHEDULE – C

Project Experience Record

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

SCHEDULE – D

METHODOLOGY OF WORK

SCHEDULE – E

ACTIVITY SCHEDULE

SCHEDULE – F

EQUIPMENT

SCHEDULE – G

BIO-DATA OF TECHNICAL PERSONNEL OF THE WORK

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

SCHEDULE – H
Record of arbitration & litigation

The Consultant shall record chronologically any disputes he has had with any of his previous Clients during the last 5 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

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

Name :
Signature:
Seal of Company

Date:
Designation:

SCHEDULE – I

History of criminal cases

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

Name : _____

Signature : _____

Date : _____

(Seal)

Designation : _____

SCHEDULE – J
FORM OF GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We S/o.
..... Aged about Years, R/O.

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

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

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

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

| <u>WITNESSES</u> : | Name of Partner | Signatures |
|---------------------------|-----------------|------------|
| 1. | 1. | 1. |
| | 2. | 2. |
| | 3. | 3. |

2. Date :

SCHEDULE – K

Deleted

SCHEDULE – L
AFFIDAVIT

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

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

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

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

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

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

- i. dated _____
- ii. dated _____
- iii. dated _____

(Add if the addenda issued are more than 3)

6. Further I/We _____ certify that no near relatives (as defined in It 3.1) are working in the GHMC.

8. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse GHMC any excess amount claimed by me / us over and above my / our entitlement.

Dated this day of 20 ..

Signature in the capacity of duly authorized to sign the

Tender for and on behalf of

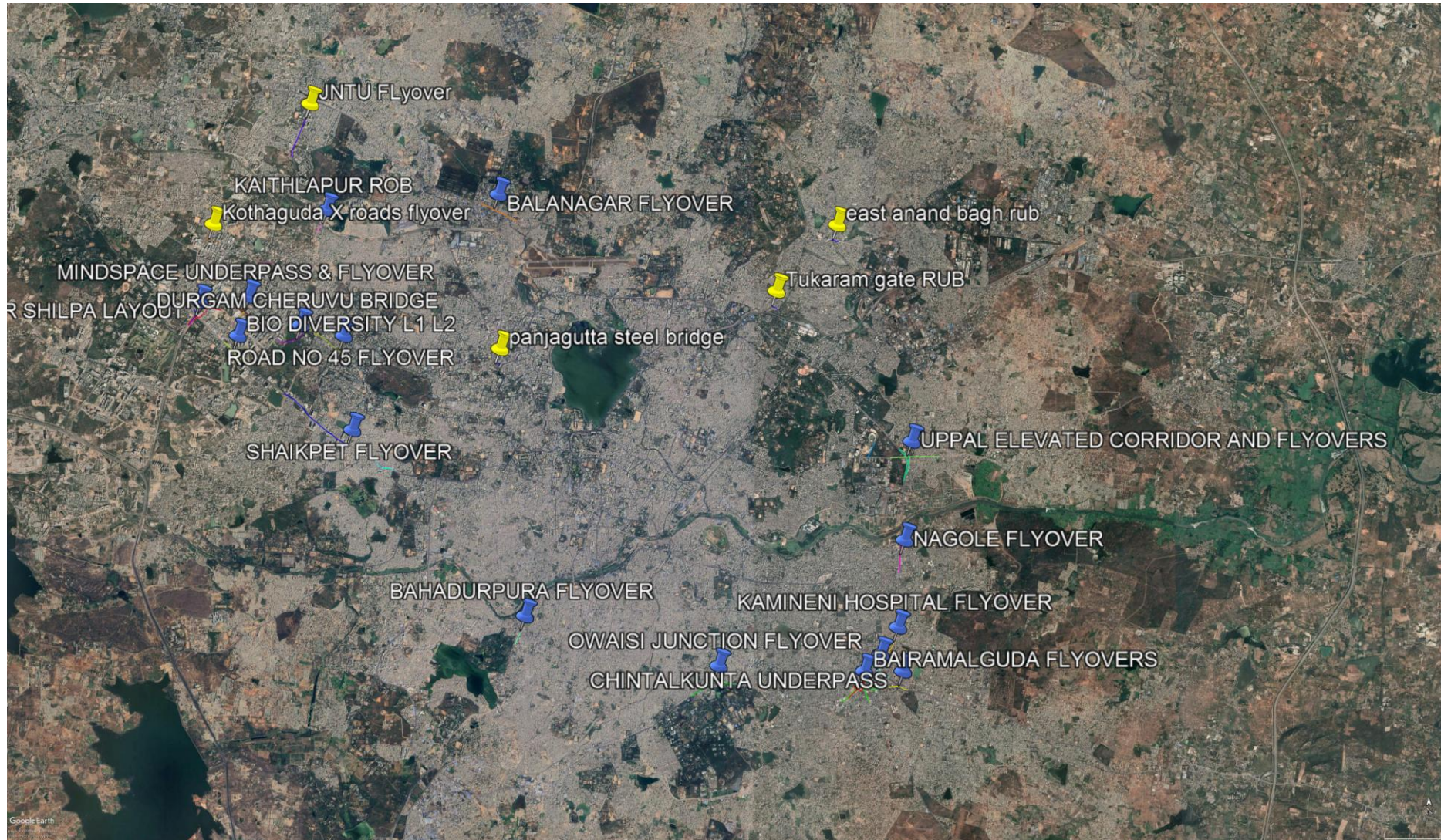
.....

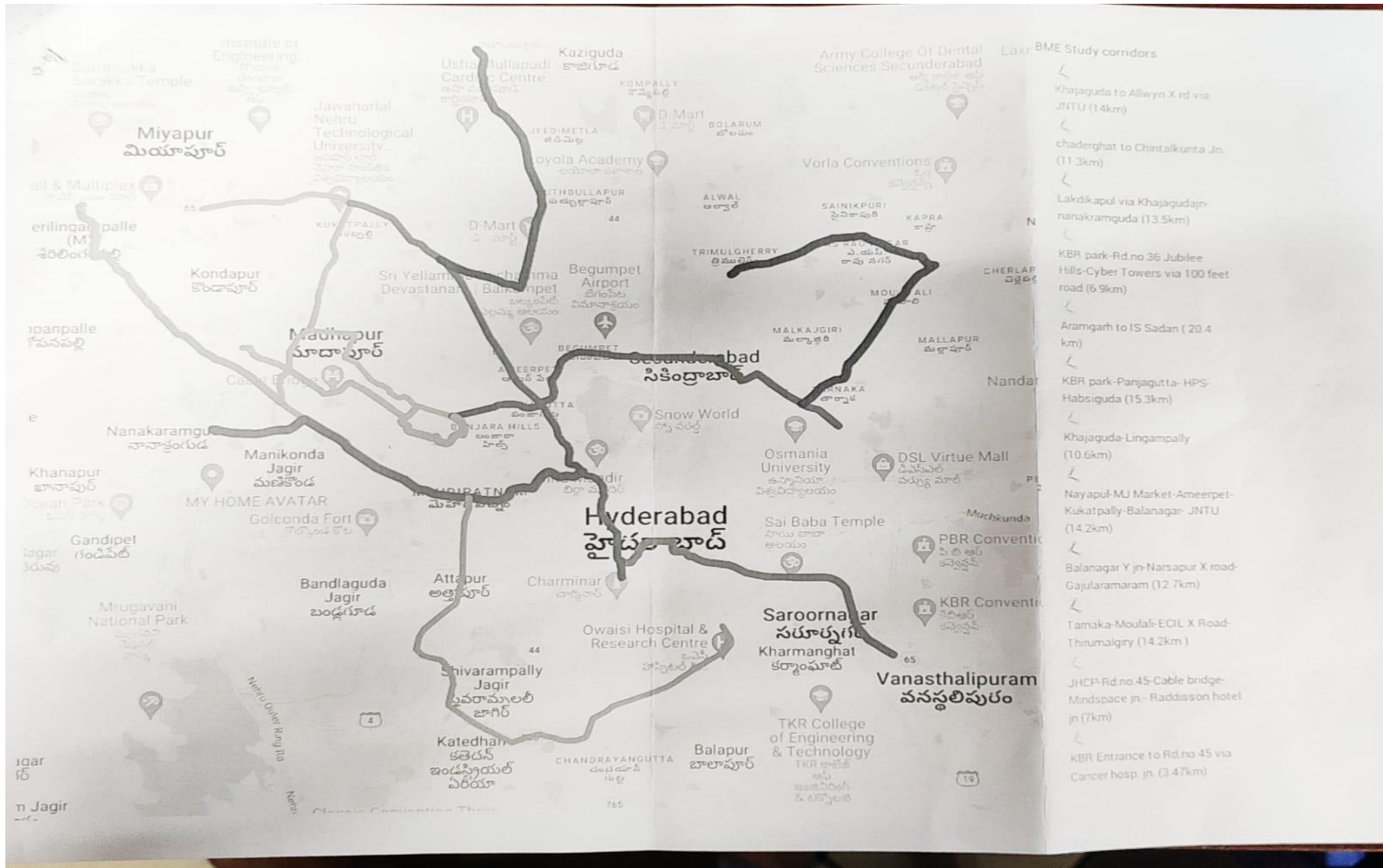
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :





Consultant

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 Superintending Engineer
 (SRDP/P-WZ), GHMC