HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

FOR

PROVIDING CONSULTANCY SERVICES FOR AUGMENTATION AND UPGRADEATION OF EXISTING 5 MLD, 20 MLD AND 30 MLD CAPACITIES OF SEWAGE TREATMENT PLANTS TO 10 MLD, 40 MLD AND 60 MLD CAPACITIES WITH TERTIARY TREATMENT INCLUDING O&M OF 20 YEARS AROUND HUSSAIN SAGAR LAKE INCLUDING ASSOCIATED INFRASTRUCTURE AT HYDERABAD

Office of the Chief Engineer
7th Floor, East Wing, Swarnajayanthi Commercial Complex,
Ameerpet, Hyderabad-500038.

December 2021
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SECTION 1:- GENERAL

Hyderabad Metropolitan Development Authority intends to obtain the services of a reputed consultant having relevant experience and resources of consultancy in the field of sewage treatment for “Providing Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&M of 20 Years around Hussain Sagar Lake Including Associated Infrastructure at Hyderabad”.

It is proposed to take up the works through Hybrid Annuity Model (HAM) on Design, Finance, Build, Own, Operate and Transfer (DFBOOT). The existing three STPs were constructed under the Hussain Sagar Lake Project through JICA ODA loan, and were commissioned during the 2012 – 2014 period. These STPs were designed to treat the sewage for improving the water quality of the Hussain Sagar Lake.

The 20 MLD STP constructed under the Hussain Sagar Lake Project (HSLP) is located near the Khairatabad flyover opposite to IMAX theatres. This STP is an upgrade of the earlier 20 MLD STP built on extended aeration process. The STP receives sewage from interception and diversion (I&D) works constructed on Balkapur Nalla and also from a man-hole on Duplicate A Main that runs through the STP premises. During the upgrade, the earlier STP was retrofitted to achieve biological nutrient removal through A2O process, and tertiary membrane filtration was installed to polish the secondary effluent achieve very low BOD, TSS and TP for direct discharge into the lake. The treated water from this STP is also supplied to various parks around the Hussain Sagar Lake for horticulture purpose.

The 30 MLD STP constructed under the HSLP is located near the Patigadda area of Necklace Road. This is a greenfield STP constructed under the HSLP, and receives sewage from interception and diversion (I&D) works constructed on Picket Nalla. The treatment process at the STP is the modified JHB process, and the secondary effluent is filtered through sand filters for polishing for discharge into Picket Nalla while flows into the Hussain Sagar Lake.

The 5 MLD STP constructed under the HSLP is upstream in Kukutpally area, which is part of the Hussain Sagar Lake’s catchment area. This STP employs oxidation ditch process with lamella plate settlers as secondary clarifiers, and discharges secondary effluent into the IDL Cheruvu (Rangadaminini Lake).

The design influent and effluent qualities for these three STPs are tabulated below.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Sewage</th>
<th>Final Effluent</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Total suspended solids</td>
<td>200 – 300 mg/L</td>
<td>&lt; 2 mg/L</td>
</tr>
<tr>
<td>b) Total BOD$_5$ @ 20°C</td>
<td>150 - 300 mg/L</td>
<td>&lt; 2 mg/L</td>
</tr>
<tr>
<td>c) Total COD</td>
<td>200 – 650 mg/L</td>
<td>&lt; 70 mg/L</td>
</tr>
</tbody>
</table>
Design water quality for 30 MLD STP

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Sewage</th>
<th>Final Effluent</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Total suspended solids</td>
<td>200 – 300 mg/L</td>
<td>&lt; 5 mg/L</td>
</tr>
<tr>
<td>b) Total BOD$_5$ @ 20°C</td>
<td>150 - 300 mg/L</td>
<td>&lt; 5 mg/L</td>
</tr>
<tr>
<td>c) Total COD</td>
<td>200 – 650 mg/L</td>
<td>&lt; 70 mg/L</td>
</tr>
<tr>
<td>d) Total Kjeldahl Nitrogen</td>
<td>35 – 70 mg/L (average 55 mg/L)</td>
<td>&lt; 10 mg/L</td>
</tr>
<tr>
<td>e) Total Phosphorus</td>
<td>6 - 10 mg/L (average 7 mg/L)</td>
<td>&lt; 0.5 mg/L</td>
</tr>
</tbody>
</table>

Design water quality for 5 MLD STP

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Sewage</th>
<th>Final Effluent</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Total suspended solids</td>
<td>200 – 300 mg/L</td>
<td>&lt; 30 mg/L</td>
</tr>
<tr>
<td>b) Total BOD$_5$ @ 20°C</td>
<td>150 - 300 mg/L</td>
<td>&lt; 20 mg/L</td>
</tr>
<tr>
<td>c) Total COD</td>
<td>200 – 650 mg/L</td>
<td>&lt; 70 mg/L</td>
</tr>
<tr>
<td>d) Total Kjeldahl Nitrogen</td>
<td>35 – 70 mg/L (average 50 mg/L)</td>
<td>&lt; 10 mg/L</td>
</tr>
<tr>
<td>e) Total Phosphorus</td>
<td>6 - 10 mg/L (average 7 mg/L)</td>
<td>Not specified</td>
</tr>
</tbody>
</table>

Drawings and other information for these STPs can be made available to interested bidders.

With increasing population and water supply in Hyderabad, the sewage flow has increased and so the HMDA is planning to double the capacities of these three STPs to further reduce the pollution of the Hussain Sagar Lake.

This Bid document includes the following documents:
Section 1 - General
Section 2 - Information to Consultants
Section 3 - Bid Data Sheet
Section 4 –Technical Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract

Bidder’s proposal shall be valid for 180 days from the date of submission of the bid. If need be, the Consultant will be requested to extend the validity of his proposal on expiry of the prescribed validity period, on the originally quoted price, without any change.

All the bidders/suppliers will pay the transaction fee Rs.10,000+ GST @ 18% in favour 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.

Any bid not accompanied by both the EMD and Transaction fee will be rejected by the employer as “non responsive”

Earnest money for the bid is Rs. 3,60,000/- (Rupees Three Lakh Sixty thousand only). The earnest money shall be released after award of work.

The Consultant shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the awarded cost, in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract, (not withstanding and/or without prejudice to any other provisions in the Contract) within 15 days of issue of Letter of Intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 5 days on written request of the Consultant stating the reason for delays in procuring the Guarantee to the satisfaction of Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee from a scheduled bank of India as per the format attached herewith.

The Performance Guarantee shall be initially valid up to 60 days beyond the Stipulated Date of Completion. In case the time for completion of works gets enlarged, the Consultant shall get the validity of Performance Guarantee extended within 30 days of receiving such notice from Engineer-in-Charge to cover such enlarged time plus 60 days. The Performance Guarantee shall be returned to the Consultant after completion of the project.

Hyderabad Metropolitan Development Authority reserves the right to reject any or all bids without assigning any reason.

Tenderer 5

Chief Engineer, HMDA
SECTION 2 :- INFORMATION TO CONSULTANTS

1. INTRODUCTION

Hyderabad Metropolitan Development Authority (hereinafter called "the Client") intends to procure Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&M of 20 Years around Hussain Sagar Lake Including Associated Infrastructure at Hyderabad. The consultant for the project would be appointed as per the criteria mentioned in this Bid document, and in accordance with the method of selection indicated in the Bid Data Sheet.

2. ELIGIBILITY CRITERIA

The Consultant (single firm/joint venture/consortia) of total members not exceeding 2 Nos. shall meet the following Technical and Financial requirement otherwise their proposal will be rejected. Parent company experience will be considered eligible to meet the Technical Requirement.

A) Technical Requirement

(a) General Experience

The Consultant shall have an experience of preparation of Detail Project Report (DPR), and Project Management Consultancy (PMC) in the last seven years as on the date of publication of NIT with Three works of similar nature of minimum 55 MLD cumulative capacity WWTP/STP with Single Project of 30 MLD capacity.

Similar experience means DPR and PMC for construction of a sewage treatment plant with tertiary treatment. Experience of only completed projects will be considered.

(b) Specific Experience

(i) The Consultant shall have experience of DPR for construction of a Sewage Treatment Plant with biological process and tertiary filtration treating sewage for the purpose of Recycle & Reuse of minimum 5 MLD capacity.

(ii) The Consultant shall have experience of at least one STP project on HAM / PPP mode.

Experience of only completed projects will be considered / DPR approved by Client for implementation.
B) Financial Requirement
   i) The agency shall have average annual turnover of Rs. 25 crores for the last three years i.e. 2020-21, 2019-20 & 2018-19.
   ii) The Net worth of the bidder should be positive on or before the date of bidding.
   iii) The lead consultant shall have to be profitable and shall not have incurred loss in the last three financial years.
   iv) The average annual turnover and balance sheet should be certified by the Chartered Accountant / Statutory Auditor.
   v) The Lead Member shall contribute the Eligibility / Financial requirement of not less than 51% and Joint Venture partner shall contribute a minimum of 25% of Eligibility / Financial Requirement.

3. COMPOSITION OF CONSULTANTS
   Each firm shall submit only one bid either alone or in association or Joint Venture or Consortium with any other firm for the above project. In case of JV or consortium, the firms shall submit memorandum of understanding clearly stating the responsibilities of each JV / consortium member. Both the members of the joint venture or the consortium, as the case may be, shall be jointly and severally responsible for the performance of the contract.
   In the proposal, the applicant must clearly indicate / state who the “Lead Member” is, if it is a joint venture / consortium. The Lead member should exhibit adequate experience in similar Projects.
   A power of attorney in the format provided with the bid documents, appointing a lead member by both the members and a power of attorney signed by the lead member, authorizing a person to sign the bid documents, shall also be submitted along with the proposal.

4. CONFLICT OF INTEREST
   Client requires that Consultants provide professional, objective, and impartial advice and at all times, and hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
   For this purpose, the Consultants shall not have any conflict of interest. For the purpose of the project the conflict of interest shall be defined as follows:
   - **Conflicting Assignments:** A Consultant (including its Personnel or any of its affiliates hired for any assignment by its nature, may be in conflict with this project assignment.
   - **Conflicting relationships:** A Consultant (including its Personnel or any of its affiliates) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract.

5. PREPARATION OF THE PROPOSAL
The consultant shall submit a technical and financial proposal, as specified in the Bid Data Sheet for consulting services.

The proposal shall be prepared in English language and as per the directions and formats given in this RFP document.

In preparing the Proposal, the consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested shall result in rejection of the Proposal.

The cost of the preparation of the proposal and any associated costs shall be borne by the Consultants and shall not be reimbursed by the Client under any circumstances.

The Consultants must familiarize themselves with the site conditions and take them into account in preparing the Proposals. To obtain firsthand information on the assignment and on the site conditions, the consultants are encouraged to pay a visit to the sites at their own cost before submitting the Proposal, and to attend a pre-bid conference as specified in the Data Sheet.

6. CONTENTS OF THE PROPOSAL
The proposal shall contain the following documents:

6.1 Technical Proposal
(A) The technical proposal shall contain the following documents:
   i. Covering letter
   ii. Copy of RTGS / NEFT/BG of tender processing fee
   iii. Copy of RTGS / NEFT/BG of Earnest money
   iv. Registration documents of the firm/firms such as Incorporation Certificate, PAN card, GSTIN
   v. Joint Venture agreement or the letter of association or the MoU as the case may be
   vi. Power of attorney for appointing the lead member on judicial stamp paper
   vii. (Form 4I)
   viii. Power of attorney for appointing the authorized signatory on judicial stamp paper (Form 4J)
   ix. Affidavit on non judicial stamp paper in original that the participating firms have not been blacklisted or debarred anywhere in India or abroad at the time of submission of the bid.
x. Affidavit on non judicial stamp paper in original that the participating firms have not any close relative in HMDA.

xi. Affidavit on non judicial stamp paper in original that the participating firms have gone through the NIT and RFP conditions and accept the same.

(B) Form 4B – Firm’s Relevant Experience- limited to 20 pages with project sheets (separately attached).

A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature for each assignment, the outline should indicate, inter alia, the profiles as principles or as joint venture and names of the staff provided, duration of the assignment, contract amount, and firm’s involvement. In case of a consortium or JV, a brief note on each of the consortium firm, their role etc. Bids of consortia which do not meet the requirements will not be considered for evaluation

(C) Form – 4C – Approach and Methodology- limited to 15 pages

The consultant shall submit the following in Form 4C:

i) Two pages of Executive Summary

ii) A crisp write-up to demonstrate their understanding of the Project requirements and constraints and to propose how these would be addressed. The proposal must be complete and comply with the scope and duties specified. The objective of the write-up is to enable the HMDA to evaluate the consultant’s understanding of the services to be performed and shall not be deemed to reflect the final scope of services.

(D) Form-4D-Firms Comments and suggestions on the Terms of Reference. (E)

Form-4E-Team composition and task assignments.

i) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member (Form 4E).

ii) CVs (maximum 5 pages each member) signed by the proposed key professional staff and/or the authorized representative submitting the proposal (Form 4F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

Tenderer

Chief Engineer, HMDA
iii) The consultant shall indicate how they intend to utilise the services of proposed personnel and complete the Project within the time frame indicated in Form 4G, Manning Schedule. A proposed implementation program for engagement of different experts of the project must be submitted in the format as per Form 4G.

iv) The consultant shall indicate how they intend to administer and complete the Project within the time frame indicated in Form 4H, Activity Schedule. A proposed implementation program (work plan) of the project must be submitted in the format as per Form 4H indicating proposed sequence of activities, whether independent, or in parallel to each other.

v) Quality Assurance plan for the project/service level agreement (limited to 2 pages).

vi) Any comments or suggestions on the Terms of reference, in Form 4D (limited to 1 page).

vii) Certificates or contact details from the client supporting the work done by the Consultants

The Technical Proposal shall not include any financial information.

6.2 Financial Proposal

The financial proposal should be accompanied by a covering letter and should include the total cost of the consultancy along with the breakup of all the costs associated with the assignment.

The financial quote should be inclusive of all the taxes and duties except Good and Services Tax (GST). The GST shall be reimbursed, at actual and at the prevailing rate.

7. LANGUAGE OF THE PROPOSAL

The language of the proposal shall be English.

8. CURRENCY OF THE PROPOSAL
The currency of proposal shall be Indian rupees.

9. CLARIFICATIONS AND MODIFICATION OF THE RFP DOCUMENTS
The consultants may request a clarification of any of the RFP documents. Any request for clarification must be sent in writing, e-mail to the Client’s address indicated in the Data Sheet. The response to the same, if required, shall be uploaded on website only.

The Client may amend the RFP by issuing an addendum in writing or by standard
electronic means in sufficient time before the submission of Proposals. The addendum will be binding on all the bidders.

10. **SEALING AND SUBMISSION OF THE PROPOSAL**

(i) The bid submitted by the bidder shall comprise of two separate parts: Technical Proposal and Financial Proposal. The entire bid is to be submitted online through e-tendering procurement system Government of Telangana that is https://tender.telangana.gov.in website. Online (e-tender) Technical Proposal shall also contain the details of the earnest money as per direction given on the website and online (e-tender). Financial Proposal shall contain the total cost of the consultancy assignment and the rates are to be quoted on the designed format of e-tendering procurement system on website only. HMDA shall not be liable for any matter in this regard.

(ii) All the bidders/suppliers will pay the transaction fee Rs.10,000+ GST @ 18% in favour 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.

(iii) The bid shall be accompanied by bid security/Earnest Money of total amount of Rs. 3,60,000/- (Rupees Three Lakh Sixty thousand only), which shall be deposited electronically on or before the last date and time of bid submission in HMDA EMD account. Bid submitted without EMD on the said link shall be liable for rejection.

(iv) In addition to online submission of bids, bidder shall also submit two hard copies of bidder’s Technical Proposal as uploaded by them during online submission of bid at the address given in Bid Data Sheet, within 48 hrs of opening of the Technical Proposal Part-A.

While submitting hard copies, bidder shall also submit an undertaking on the letter head confirming that "These hard copies contain all documents related to Technical Proposal Part-A as submitted by us during online bidding system for Providing Consultancy Services for augmentation and upgradation of 5 MLD, 20 MLD and 30 MLD STPs at Hussain Sagar Lake, Hyderabad. No additional papers have been submitted in hard copies, other than those documents submitted during online bidding." If there is any discrepancy between hard copies and soft copies submitted by bidder during online bidding, document submitted during online bidding shall be final and binding.
11. VALIDITY OF THE PROPOSAL

The proposals submitted by the Consultants shall be valid for a period of 180 days from the last date of submission of the proposals as indicated in the data sheet attached with the Bid documents.

12. OPENING OF THE PROPOSAL

12.1 Opening of the proposal

- The Consultant’s proposal shall be opened at the due date and time of opening of the proposals.
- The Technical Proposal Part-A shall be opened first and checked for responsiveness.
- A responsive proposal is one which is accompanied with the tender processing fee and bid security, sealed and duly signed on all the pages by the authorized signatory, fulfilling all the technical and financial requirements as per clause 2 (eligibility criteria) and contains all documents as requested by the Client.
- Only those proposals, which are responsive, shall be evaluated for proposal Part-B (Financial Proposal).

13. Evaluation of the Proposal

13.1 Evaluation of Technical Proposals

The evaluation of the Technical Proposals shall be carried out on the basis of their responsiveness to the eligibility criteria, evaluation criteria, sub criteria & point system and Terms of Reference as specified in the RFP. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected, if it does not fulfil the eligibility criteria and to achieve the minimum technical score indicated in the RFP. The financial proposal of non responsive bidders shall not be opened.

Criteria, sub-criteria, and point system for the Evaluation:

The key personnel for construction supervision shall be available as desired by HMDA and based on the requirement as per the progress of work, Deployment of man power requirement shall be decided by HMDA in consultation with consultant for effective project monitoring and also to optimize the deployment of key personnel. The extra man power and man months deployed shall be considered for extra payment to the consultant at the rate quoted for each individual expert in the breakup of price schedule and also in case early completion, the man months saving shall not be paid to the consultant at the rate quoted in the breakup of price schedule.
(i) **Experience (scanned copy of completion certificate from the client should be attached as supporting document)**

- a) The Consultant shall have an experience* of preparation of Detail Project Report (DPR) in the last seven years as on the date of publication of NIT with Three works of similar nature of minimum 55 MLD cumulative capacity WWTP/STP with a Single Project of 30 MLD capacity.

  Similar experience means DPR for construction of a sewage treatment plant with tertiary treatment.

  As per Technical Requirements-General Experience

- (i) The Consultant shall have experience of DPR for construction of a sewage treatment plant with biological nutrient removal and tertiary membrane filtration treating sewage for the purpose of Recycle & Reuse (5 marks)

- (ii) The Consultant shall have experience of at least one STP project on HAM / PPP mode. (5 marks x 2 Projects)

  As per Technical Requirements- Specific Experience

(ii) **Financial Capability of the firm in terms of Average annual Turnover in previous 3 FYs**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Max. Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Minimum 25 Crore</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>b. Between 25 crores and 27.5 crores</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>c. More than 27.5 Crores</td>
<td>5</td>
</tr>
</tbody>
</table>

(iv) **Key Experts qualification and competence for the Assignment**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Team Leader</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>b. Dy. Project Manager</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>c. PPP Expert</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>d. Financial Expert</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>e. Legal Expert</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>f. Contract Specialist</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>g. Sr. Engineer Process</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>h. Sr. Engineer Civil</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>i. Sr. Engineer (Mechanical)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>j. Sr. Engineer Electrical &amp; Instrumentation</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>k. Structural Engineer</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>l. Waste Water Expert</td>
<td>5</td>
</tr>
</tbody>
</table>

Evaluation sub criteria of CVs of Key Staff
(v) Adequacy of the proposed methodology and work plan in responding to the Term of reference

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Understanding of the scope of work and write up on the approach and methodology</td>
<td>5</td>
</tr>
<tr>
<td>b. Work Plan</td>
<td>3</td>
</tr>
<tr>
<td>c. Manpower deployment schedule</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Points for criteria (i) to (iv)</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

The minimum technical score (St) required to qualify is : 70

However the bidder should mandatorily meet the technical experience and financial criteria as specified under clause no 2 without which the bidder will not be considered eligible for technical bid evaluation and financial bid opening.

Additional professional staff mobilized may be deployed adequate number of supporting staff for this project without extra cost and the supporting staff will not be considered for technical evaluation.

* Experience from Government Projects** in India will only be considered. The bidder shall submit the experience certificates issued by the Executive Engineer/ Project Director / General Manager or any other equivalent competitive authority and countersigned by Next higher authority of the respective department.

**Definition of Government Projects: All such Projects where the Project Authority is Central or State Or Local Governments or Public Sector Units (PSUs) promoted by Central or State or Statutory Organisations/ Authorities created by Central /State Governments

13.2 Opening of Financial Proposals

After the technical evaluation, the Client shall notify those bidders whose Proposals did not achieve the minimum qualifying marks or were considered non-responsive to the RFP. The Client shall simultaneously notify the bidders who have secured the minimum qualifying marks, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. Bidder’s attendance at the opening of Financial Proposals is optional.
Financial Proposals shall be opened in the presence of the bidders representatives who choose to attend. The name of the bidders and their technical scores shall be announced. The Financial Proposal of the bidders who meet the minimum qualifying mark will then be opened, and their quoted total prices shall be announced and recorded.

13.3 Evaluation of Financial Proposals

The client will review the detailed content of each Financial Proposal and the congruency of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure these are complete (i.e., whether bidders have priced all items of the corresponding Technical Proposal and in compliance with the requirements set forth in the Data Sheet.

The lowest evaluated Financial Proposal \( F_m \) will be given the maximum financial score \( S_f \) of 100 points. The financial scores \( S_f \) of the other Financial Proposals will be computed as indicated the formula below:

\[
S_f = 100 \times \frac{F_m}{F}
\]

Where \( S_f \) is the financial score
\( F_m \) is the lowest price
\( F \) the price of the proposal under consideration

Suppose the three bids received are: #1, #2 & #3

Technical Scores \( S_t \): #1 80, #2 83, #3 90

The financials of the three bids are as: #1=Rs.90, #2= Rs.100 and #3=Rs.110. Financial scores \( S_f \) are:

\[
\begin{align*}
#1 & : 100 \\
#2 & : 100 \times \frac{90}{100} = 90 \\
#3 & : 100 \times \frac{90}{110} = 81 \\
\end{align*}
\]

Proposals will be ranked according to their combined technical \( S_t \) and financial \( S_f \) scores using the weights as under:

\[
T = \text{weight given to the technical proposal} = 0.8 \\
P = \text{weight given to the financial proposal} = 0.2, \text{ such that} \\
T + P = 1
\]
The proposals would be ranked as per the combined score \( S \) as under:

\[
S = S_t \times T + S_f \times P
\]

- #1: \( S = 64 + 20 = 84 \)
- #2: \( S = 66.4 + 18 = 84.4 \)
- #3: \( S = 72 + 16.2 = 88.2 \)
The firm achieving the highest combined technical and financial score will be invited for negotiations. In the above example #3 bid has achieved the highest score i.e. 88.2 and hence will be invited for negotiations.

14. Negotiations

14.1 General

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

14.2 Technical negotiations

The technical negotiations will not substantially alter the Terms of Reference attached to the RFP and the Technical Proposals submitted by the Consultant. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

15. Award of Contract

The Client shall award the Contract to the selected Consultant and notify the other Consultants who have submitted proposals that they were unsuccessful.

16. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

17. Payments

This is a “lump sum” contract however, Payment for Draft DPR, Final DPR, bid document

Tenderer

Chief Engineer, HMDA
preparation, evaluation of bids etc. shall be released as per price breakup mentioned in the RFP. Consultants will be liable to pay all applicable taxes, duties, fees and levies except Goods and Services Tax (GST) which will be reimbursed at actual. The Payment term / schedule is given in the table under “D. Deliverables” in Section 5.

18. CORRUPT OR FRAUDULENT PRACTICES

The Client requires that the Consultants observe the highest standards of ethics during bidding and execution of this Contract. In pursuance with this policy, the client:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:
   (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to Client or any of their employees, influence in the bidding process or in Contract execution; and
   (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(b) Will reject the offer of the consultant for the work, if the Client determines that the Consultant(s) has engaged in corrupt or fraudulent practices.

(c) Will declare a Consultants ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Consultants has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
### SECTION 3 : BID DATA SHEET

<table>
<thead>
<tr>
<th></th>
<th><strong>Name of the Client</strong></th>
<th><strong>Details</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Hyderabad Metropolitan Development Authority, Chief Engineer, 7th Floor East Wing, Swarnajanyanti Commercial Complex, Ameerpet, Hyderabad</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Name of the Project</strong></td>
<td>Providing Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&amp;M of 20 Years around Hussain Sagar Lake</td>
</tr>
<tr>
<td>3</td>
<td><strong>Method of Selection</strong></td>
<td>Quality and Cost Based Selection (QCBS) Quality – 80% : Cost – 20%</td>
</tr>
<tr>
<td>4</td>
<td><strong>Estimated duration of the Project</strong></td>
<td>The project duration shall be 30 months, with initial 3 months for preparation of DPR, next 3 months for tendering, and balance 24 months for construction and commissioning</td>
</tr>
<tr>
<td>5</td>
<td><strong>Name and address of the Client’s official for clarification, inquiry and submission of proposals</strong></td>
<td><strong>Chief Engineer</strong> O/o Chief Engineer, 7th Floor East Wing, Swarnajanyanti Commercial Complex, Ameerpet, Hyderabad</td>
</tr>
<tr>
<td>6</td>
<td><strong>E.M.D. to be paid in the shape of online payment/challan / B.G in favour of METROPOLITAN COMMISSIONER, HMDA obtained from Nationalized Bank / Scheduled Bank.</strong></td>
<td>Rs. 3,60,000/- (Rupees Three Lakh Sixty thousand only)</td>
</tr>
<tr>
<td>7</td>
<td><strong>Number of copies of the proposal to be submitted</strong></td>
<td>2 copies (in addition to on-line submission)</td>
</tr>
<tr>
<td>8</td>
<td><strong>Pre-bid meeting</strong></td>
<td>Pre-bid meeting to be held on 12.01.2022 at 11:30 AM in the chamber of <strong>Chief Engineer, 7th Floor East Wing, Swarnajanyanti Commercial Complex, Ameerpet, Hyderabad</strong></td>
</tr>
<tr>
<td>9</td>
<td><strong>Starting date of submission of Proposals</strong></td>
<td>03.01.2022 at 6.30 PM</td>
</tr>
<tr>
<td>10</td>
<td><strong>Last date of submission of proposals</strong></td>
<td>21.01.2022 up to 3.00 PM</td>
</tr>
<tr>
<td>11</td>
<td><strong>Date and time of opening of tenders</strong> a) <strong>Technical proposal</strong> b) <strong>Price Bid</strong></td>
<td>21.01.2022 at 3.30 PM Will be notified later</td>
</tr>
</tbody>
</table>

Tenderer 19

Chief Engineer, HMDA
a) The bidders need to contact the Chief Engineer, HMDA for information on e-procurement.

b) The intending bidders need to register on the electronic procurement market place of Government of Telangana that is https://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) Such uploaded documents need to be attached to the tender while submitting the bids.

   The e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating departments for supply of specified goods and services.
SECTION 4 :- TECHNICAL PROPOSAL FORMS

4A. Technical Proposal submission form.
4B. Firm’s references.
4C. Description of the methodology and work plan for performing the assignment.
4D. Firms Comments and suggestions on the Terms of Reference
4E. Team composition and task assignments.
4F. Format of Curriculum Vitae of proposed key professional staff.
4G. Format of Manning Schedule
4H. Activity (work) schedule and their networking.
4I. Format for power of attorney for appointing the lead Member.
4J. Format for power of attorney for appointing the authorized signatory
4K. Performa of Bank Guarantee for Performance Guarantee (to be submitted after issue of Letter of Intent)
4A. Technical Proposal Submission Form

Date: ______________

To
Chief Engineer
Hyderabad Metropolitan Development Authority,
Hyderabad
Telangana.

Dear Sir

Subject: Providing Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&M of 20 Years around Hussain Sagar Lake Including Associated Infrastructure at Hyderabad

We, the undersigned, offer to provide the consulting services for ______________ in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal,

We are submitting our Proposal alone/ in association/ Joint Venture/ Consortium with sub-Consultants (and we will be the lead member of the JV/Consortium – this is to be included if the submission is JV/Consortium).

We hereby declare that
(i) All the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
(ii) If our proposal is accepted, to commence the works within one week of signing the Contract Agreement to commence
(iii) We agree to abide by this proposal for a minimum period of 180 days from the last date fixed for submission of the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
(iv) All the members of our consortium or JV shall be jointly and severally liable for the purpose of the Contract.
(v) We understand you are not bound to accept any Proposal you receive.
(vi) If our proposal is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Yours sincerely,

Authorized Signature [In full and initials]: ________________________________ Name and
Title of Signatory: ________________________________ Name of Firm: __________
Address: ________________________________
4B. Firm’s References

Relevant Services Carried Out in the Last Seven Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Key professional staff Provided by Your Firm/entity(profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff-Months; duration of assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion (Month/Year):</td>
</tr>
<tr>
<td>Name of Associated Consultants, if any:</td>
<td>No. of Months of Key professional staff, provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>

Firm’s Name:  

---
4C. Description of the Methodology and Work Plan for Performing the Assignment
4D. Comments and Suggestions of Consultants on the Terms of Reference

1.

2.

3.

4.

5.
4E. Team Composition and Task Assignments

Technical Staff

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>6</td>
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</tbody>
</table>
4F. Format of Curriculum Vitae (CV) for Proposed Key professional staff

Proposed Position: ____________________________________________________________

Name of Firm: ______________________________________________________________

Name of Staff: ______________________________________________________________

Profession: ________________________________________________________________

Date of Birth: ___________________________ Nationality: __________________________

Years with Firm/Entity: ______________________________________________________

Membership in Professional Societies: __________________________________________

Countries of work experience:

(i) ______________________________________________________________________

(ii) ______________________________________________________________________

(iii) _____________________________________________________________________

Detailed Tasks Assigned: ______________________________________________________

____________________________________________________________________________

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on
assignment.]

____________________________________________________________________________

Education:

[Summarize college/university and other specialized education of staff member, giving names of
schools, dates attended, and degrees obtained. Use about one quarter of a page]

____________________________________________________________________________

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held
by staff member since graduation, giving dates, names of employing organizations, titles of positions
held, and locations of assignments. For experience in last ten years, also give types of activities
performed and client references, where appropriate. Use about three-quarters of a page.]

____________________________________________________________________________

Tenderer 27 Chief Engineer, HMDA
1.1.1 Details of assignments which best illustrate the relevant experience:

[Give a list of 5 demonstrative projects]

Relevant Experience:

[Give list of five most relevant previous assignments worked in the past 15 (Fifteen) years and give dates and locations. Describe degree of responsibility held by the staff member in each of these assignments. Use about half a page for each assignment.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

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

Date: __________________________

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: __________________________________________
Full name of authorized representative: ________________________________
### 4G. Format of Manning Schedule

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Months (in the form of a Bar Chart)</th>
<th>Number of Months</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td></td>
<td>1 2 3 4 5 30</td>
<td>Subtotal (1)</td>
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<td>2.</td>
<td></td>
<td></td>
<td>1 2 3 4 5 30</td>
<td>Subtotal (2)</td>
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<td>3.</td>
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<td></td>
<td>1 2 3 4 5 30</td>
<td>Subtotal (3)</td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td>1 2 3 4 5 30</td>
<td>Subtotal (4)</td>
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Signature: __________________________________________
(Authorized Representative)
Full Name: __________________________________________
Title: ______________________________________________
Address: ____________________________________________
## 4H. Activity (Work) Schedule

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>12th</th>
<th>24th</th>
<th>30th</th>
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</table>

Note: Separate sheet if required may be attached.
41. Format for Power of Attorney for Appointing the Lead Member

[On Requisite Stamp Paper]

KNOW ALL MEN by these presents that we, .. [Name of the company], a company incorporated under the Companies Act, 1956, having its Registered Office at. /.. [Address of the Company] (hereinafter referred to as “Company”)

WHEREAS the Company along with ___________ and ___________ (give name and registered office address) is forming a joint venture/ consortium to submit a Technical and Financial Proposal in response to the Request for Proposal (“RFP”) for “Providing Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&M of 20 Years around Hussain Sagar Lake Including Associated Infrastructure at Hyderabad” the Company is submitting a Technical and Financial proposal on behalf of the Consortium/ Joint Venture for the “Project” to the Hyderabad Metropolitan Development Authority (HMDA) (the Client) and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint M/s ___________ (name of Company, registered office address) as the Attorney of the Company.

NOW KNOW YE ALL BY THESE PRESENTS, that _______ [name of company] do hereby nominate, constitute and appoint … [name the lead member company].. as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

a. To act as the Lead Member of the Joint Venture/ Consortium for the Purposes of the Project;

b. In such capacity, to act as the Company’s official representative for submitting the Technical and Financial bid for the Project and other relevant documents in connection therewith.

c. To sign all papers for bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

d. To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary

e. To sign and execute contracts relating to the Project including variation and modification thereto

f. To represent the Company at meetings, discussions, negotiations and presentations with competent Authorities and other Project related entities;

g. To receive notices, instructions and information for and on behalf of the Company;

h. To execute the Concession Agreement for and on behalf of the company

i. To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

AND the Company hereby covenant with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

Tenderer

Chief Engineer, HMDA
IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this [day, month & year]

<table>
<thead>
<tr>
<th>Tenderer</th>
<th>32</th>
<th>Chief Engineer, HMDA</th>
</tr>
</thead>
</table>

The common seal of [name of the company] was hereunto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on __ day __ of ________, 2021 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company of [name of the company]

The common seal of [name of the company]

----------------------------------

[name & designation of the person]
4J. Format for Power of Attorney from the Lead Member Appointing Designated Person

[On Requisite Stamp Paper]

KNOW ALL MEN by these presents that we, ... [name of the company], a company incorporated under the Companies Act, 1956, having its Registered Office at ... [Address of the Company] (hereinafter referred to as “Company”):

WHEREAS the Company has been authorized by _________ and _________ (give names and registered office addresses), vide its respective Power of Attorney, to act as the Lead Member of the Consortium/ Joint Venture bidding for the Project.

WHEREAS in response to the Request for Proposal (RFP) for “Providing Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&M of 20 Years around Hussain Sagar Lake Including Associated Infrastructure at Hyderabad” the Company is submitting a Technical and Financial proposal on behalf of the Consortium/ Joint Venture for the “Project” to the Hyderabad Metropolitan Development Authority (HMDA) (the Client) and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint Mr. _________ son of _________ resident of ____________, holding the post of ____________ as the Attorney of the Company.

NOW KNOW YE ALL BY THESE PRESENTS, that _________ [name of the lead member company] do hereby nominate, constitute and appoint [name & designation of the person] as its true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company is its name and on its behalf, that is to say:

a. To act as the Company’s official representative for submitting the Technical and Financial Bid for the said Project and other relevant documents in connection therewith.

b. To sign all papers for all bids, offers, project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

c. To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary

d. To sign and execute contracts relating to the Project, including variation and modification thereto

e. To do all such acts, deeds and things in the name on behalf of the company as necessary for the purpose aforesaid.

The common seal of [name of the company] was hereunto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on __ day __ of ________, 2021 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company of [name of the company]

The common seal of [name of the company]

___________________________________________
[name & designation of the person]
4K. Performa of Bank Guarantee for Performance Guarantee

Ref: Bank Guarantee No..........................
Date.............

To:
Chief Engineer
Hyderabad Metropolitan Development Authority,
Hyderabad
Telangana.

Dear Sir,

1. In consideration of Hyderabad Metropolitan Development Authority (Govt. of Telangana), having its Registered Office at O/o Chief Engineer, 7th Floor East Wing, Swarnajayanthi Commercial Complex, Ameerpet, Hyderabad (hereinafter referred to as the “Client” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated .................. (hereinafter called the “Contract” which expression shall include all the amendments thereto) with M/s. ..........................................................having its Head/Registered Office at..........................(hereinafter referred to as the “Consultant” (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the Contractor resulting in a contract bearing No................. dated............... Valued at for ........................................ (scope of work) .................. and the Company having agreed that the Contractor shall furnish to the Company a performance guarantee for the faithful performance of the entire contract to the extent of 3% (three percent) of the contract price, i.e. Rs................. (in word) we ................. (bank).......................... having its Registered Office at........................... (hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Company any money or all moneys to the extent of Rs........................ (Rupees ..................................................) in aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Consultant. Any such demand made, by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Client in writing.

2. The Client shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Consultant, or vary the terms of the Contract. The Client shall have
the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of
power vested in them or of any right which they might have against the Consultant and to
exercise the same at any time in any manner and either to enforce, or to forbear from enforce,
any covenants contained or implied in the contract between the Client and the Consultant or any
other course or remedy or security available to the Company. The Bank shall not be released of
its obligations under these presents by any exercise by the Client of its liberty with reference to
matters aforesaid or any of them or by reason of any other act or forbearance of other act or
forbearance of other acts of Client or any other indulgence shown by the Client or by any other
matter or thing whatsoever, which under law would, but for this provision, have the effect of
relieving the Bank.

3. The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee
against the Bank as a principal debtor, in the first instance, without proceeding against the
Consultant and notwithstanding any security or other guarantee that Client may have in relation
to the Consultant’s liabilities.

4. The Bank further agrees that the guarantee herein contained shall remain in full force during
the period that is taken for the performance of the contract and it shall continue to be
enforceable till all the dues of the Client under or by virtue of this contract have been fully paid
and claim satisfied or discharged or till the Client discharges the Guarantee in writing.

5. We further agree that as between us and Client for the purpose of this Guarantee any notice
given to us by the Client and any amount claimed in such notice by the Client that the money is
payable by the Consultant and any amount claimed in such notice by the company shall be
conclusive and binding on us notwithstanding any difference between the Client and the
Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
We further agree that this Guarantee shall not be affected by any change in our Constitution or
that of the Consultant or in the Constitution of the Client. We also undertake not to revoke this
Guarantee during its currency or till the Client discharges the Guarantee in writing.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is
limited to Rs........................... (Rupees ..................................................) in aggregate and it
shall remain in full force upto and including 60 (sixty) days after
............................ unless extended further, from time to time, for such period as may be instructed in
writing by the Consultant on whose behalf this Guarantee has been given, in which case it shall
remain in full force upto and including 60 (sixty) days after extended date. Any claim under this
Guarantee must be received by us before the expiry of the 60
(sixty) days from ................................ or before the expiry of the 60 (sixty) days from the extended date. If no such claim has been received by us within the 60 (sixty) days after the said date/extended date, the Client’s right under this guarantee will cease. However, if such a claim has been received by us within and upto 60 (sixty) days after the said date/extended date, all the Client’s rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated this ....................... Day of ....................2022

Yours faithfully,

Signature
Name and designation_____________________
Name of the branch_______________________
Attorney as per power of Attorney No..........................Dated:.................

**********************
Note: This Guarantee/Undertaking is required to be stamped as an agreement according to the stamp duty prescribed in the Bank’s state.
PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS …………………………………………………………… (Name of the Consultant) (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 …………………………….. / (name of the designated PAO) in ……………………………………………………………………………………………………………………………………………………….. for which payment will and truly to be made to the said Department, the Bank binds itself, hissuccessors and assigns by these presents.

SEALED with the Common Seal of the Bank this …………… day of ……………..200….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 to submit the hard copies of the document as per document issued by Department if selected

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 owning 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 Tenderers 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 for the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.

Signature of Bank Manager
[Authorised to Sign]
SECTION 5 :- TERMS OF REFERENCE

The scope of services has broadly been divided into following indicative tasks and activities to provide a broad idea of the total assignment. The Consultants shall in addition to the services specified below shall do and perform all acts, matters and things which are usually done and performed by the Consultants according to the practice of their profession in relation to the works and matters aforesaid including the provision of advice upon any instance which the Employer may from time to time require in planning the project and in carrying out the works relating thereto.

The scope of consultancy services shall be divided into following 3 stages, namely:

A. Introduction :
Hyderabad Metropolitan Development Authority intends to obtain the services of a reputed consultant having relevant experience and resources of consultancy in the field of sewage treatment for “Providing Consultancy Services for Augmentation and Upgradation of Existing 5 MLD, 20 MLD and 30 MLD Capacities of Sewage Treatment Plants to 10 MLD, 40 MLD and 60 MLD Capacities with Tertiary Treatment Including O&M of 20 Years around Hussain Sagar Lake Including Associated Infrastructure at Hyderabad”.

It is proposed to take up the works through Hybrid Annuity Model (HAM) on Design, Finance, Build, Own, Operate and Transfer (DFBOOT). The existing three STPs were commissioned during the 2012 – 2014 period, and were designed to treat the sewage for improving the water quality of the Hussain Sagar Lake. With increasing population and water supply in Hyderabad, the sewage flow has increased and so the HMDA is planning to double the capacities of these three STPs to further reduce the pollution of the Hussain Sagar Lake.

B. Scope of Consultancy Services:

The scope of services has broadly been divided into following indicative tasks and activities to provide a broad idea of the total assignment. The Consultants shall in addition to the services specified below shall do and perform all acts, matters and things which are usually done and performed by the Consultants according to the practice of their profession in relation to the works and matters aforesaid including the provision of advice upon any instance which the Employer may from time to time require in planning the project and in carrying out the works relating thereto.

The scope of consultancy services shall be divided into following 4 stages, namely:

Stage 1 - Preparation of Inception Report, Topographic survey of proposed site and alignment of sewers / pumping mains that may be required as part of associated infrastructure, Preparation of Feasibility Report, Preparation of Detailed Project Report for augmentation and upgradation of the STPs, Cost Estimates for calling tenders on HAM Model .

Stage 2 - Preparation of tender document on hybrid annuity based Public Private Partnership (PPP) model.

Stage 3 - Assistance in Invitation of Bids, Evaluation of Technical and Financial bids, Recommendation of award of contract,

Stage 4 - Assistance in construction management of the works.
STAGE 1: DEVELOPMENT OF FEASIBILITY REPORT AND DETAILED PROJECT REPORT

Consultancy scope during Stage 1 consists of following scope:-

a) Inception Report

The Inception Report shall include the detailed work plan which shall contain the final detailed time-task-schedule charts listing all the tasks in a bar chart format and also include supporting text describing the basis for the program.
The Inception Report shall also indicate the tentative contents of each of the reports to fully address the TOR. The Inception Report shall also describe the approach and methodology, work plan and data collection methodology to be adopted for the project.

b) Data Collection and Review

The consultant shall collect and review of reports of the three existing STPs, Plant performance report, details of all process units.

c) Basic Feasibility Study and Conceptual Design

Basic Feasibility Report shall include the understanding of the project objectives and Brief description of treatment technologies available for Biological Nutrient Removal, Suspended Solids removal (tertiary level), and Disinfection, Treatment technologies comparison, Life Cycle Cost Analysis and alternatives to achieve the desired Class 'C' surface water quality prescribed by the Central Pollution Control Board. Feasibility Report shall also include the conceptual design of the final alternative selected.

d) Detailed Project Report

Detailed Project report shall include the detailed design for process upgradation of treated effluent to Class 'C' water of the three STPs, cost estimates for undertaking the bidder on HAM model of works but not limited to the planning and design of the proposed units and hydraulic flow diagram.

STAGE 2: PREPARATION OF TENDER DOCUMENT

The Consultant shall prepare the tender document on hybrid annuity based Public Private Partnership (PPP) model and assist in the invitation of tender for the works. Consultants shall prepare a comprehensive Pre-qualification document with clear evaluation criteria to shortlist the optimum number of appropriate and suitable contractors.
STAGE 3 : CLARIFICATION, EVALUATION AND RECOMMENDATION OF TENDER FOR AWARD, AND CONSTRUCTION MANAGEMENT

(a) Drafting of response to technical, financial, commercial and any other queries submitted by the tenderers.
(b) Evaluate tenders received, draft tender clarifications and recommend the award of tender.
   The evaluation process shall include but not limited to the following:
   a) Verify the compliance of tenders with technical, commercial, financial.
   b) Review of technical proposals submittal in the tender.
   c) Review of technical and financial competency of tenderers to design, build operate the proposed project.
(c) Advise the HMDA on any financial, commercial and technical matters that may arise.
(d) Assist HMDA in finalization of tenders and concluding agreement.
(e) Prepare a draft and subsequently detailed Tender Evaluation and Recommendation Report.
(f) Provide construction management staff for review of contractor’s designs and recommended for appraisal, monitoring quality and progress of construction work, resolve contractual issues, submit monthly progress reports, assist HMDA in overall management of the construction works, monitoring and review of commissioning of the works.

G. Team Composition and Man Months required :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Position</th>
<th>Minimum Qualification</th>
<th>Estimated Man Months Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader</td>
<td>Expert must be a Graduate Engineer in Civil / Environmental Engineering and having 20 years of overall experience out of which about 8 years should be in similar projects as a Team Leader or Deputy Team Leader.</td>
<td>6</td>
</tr>
<tr>
<td>2.</td>
<td>Dy. Project Manager</td>
<td>Expert must be a Graduate Engineer in Civil Engineering and having 15 years of overall experience out of which about 6 years should be in similar projects as a Team Leader or Deputy Team Leader or Resident Engineer.</td>
<td>30</td>
</tr>
<tr>
<td>3.</td>
<td>PPP Expert</td>
<td>Expert must be Post Graduate in Management / CA / CFA or equivalent and having 15 years of overall experience out of which atleast 8 years should be in PPP / Project Structuring / Strategy / Project Management / Bid Advisory with experience is wastewater reuse.</td>
<td>6</td>
</tr>
<tr>
<td>No.</td>
<td>Role</td>
<td>Qualification</td>
<td>Experience Requirement</td>
</tr>
<tr>
<td>-----</td>
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<td>--------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4.</td>
<td>Financial Expert</td>
<td>Expert must be Post Graduate in Management / CA / CFA or equivalent and having 15 years of overall experience out of which atleast 8 years should have undertaken financial modeling and analysis / financial structuring / valuation in sector of wastewater reuse.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Legal Expert</td>
<td>Expert must be a Graduate in Law and having 15 years of overall experience out of which atleast 8 years should be in preparation of draft concessional agreement and contractual documents in sector of wastewater reuse.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Contract Specialist</td>
<td>Expert must be a Graduate Engineer in Civil / Public health / Environment Engineering / Mechanical and over 15 years of overall experience and with minimum 5 years in similar sector.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Sr. Engineer Process</td>
<td>Expert must be an Engineer with Post Graduation in Civil / Environmental / Chemical Engineering and having 15 years of overall experience out of which atleast 8 years should be in similar projects as Process Design Engineer.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Sr. Engineer Civil</td>
<td>Expert must be a Graduate Engineer in Civil Engineering and more than 15 years of overall experience out of which 5 years should be in similar projects.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Sr. Engineer (Mechanical)</td>
<td>Expert must be a Graduate in Mechanical Engineering with more than 10 years of overall experience in supervising &amp; installation of mechanical equipment's out of which 5 years should be in similar projects.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Sr. Engineer Electrical &amp; Instrumentation</td>
<td>Expert must be a Graduate in Electrical Engineering with more than 10 years of overall experience in supervising electrical installations and instrumentation out of which 5 years should be in similar projects.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Structural Engineer</td>
<td>Expert must be a Civil Engineer in the field of Structural Design with Post Graduation in Structural Engineering and more than 15 years of overall experience out of which 5 years should be in similar projects.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Quantity Estimator</td>
<td>Expert must be a Graduate in Civil Engineering with more than 5 years of post-qualifying experience in similar project.</td>
<td></td>
</tr>
</tbody>
</table>
Additional professional staff mobilized may be deployed adequate number of supporting staff for this project without extra cost and the supporting staff will not be considered for technical evaluation.

In addition to the above team and man month deployment, the following field activities are also required to be taken up by the Consultant at the proposed site.

   i)  Topographic Survey
   ii) Geotechnical investigation

**H. Deliverables till Award of Contract:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Deliverable</th>
<th>Payment Schedule (%) of DPR &amp; Tendering phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Inception Report</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Feasibility Report</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Submission of Detailed Project Report</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>Submission of Tender Document and Suggestive Cost</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>Submission of Technical and Financial Evaluation of the Bids received</td>
<td>10%</td>
</tr>
<tr>
<td>6</td>
<td>Approval by HMDA and Award of Work</td>
<td>10%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Deliverable</th>
<th>Payment Schedule (%) of Construction Management phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Feasibility / Inception Report</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td>Construction management services such as design review, construction supervision</td>
<td>70% (In proportion to the Contractor’s payment)</td>
</tr>
<tr>
<td>3</td>
<td>Commissioning of the STPs</td>
<td>15%</td>
</tr>
</tbody>
</table>

**I. Period of the assignment :**
The project duration shall be 30 months, with initial 3 months for preparation of DPR, next 3 months for tendering, and balance 24 months for construction and commissioning. The deployment of Experts & Man Power extra, if required as per the Project progress, the agency shall provide accordingly and payment for extra man months shall be paid accordingly as per remuneration mentioned at Key Personel – Financial Proposal form. and also any deductions in man months payments shall not be considered.
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”, “HMDA” 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, HMDA or Employer.

   i. “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 State.

1.1 **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.

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

1.3 **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 Chief Engineer,  
Hyderabad Metropolitan Development Authority,  
7th Floor East Wing, Swarnajayanthi Commercial Complex,  
Ameerpet, Hyderabad – 500038

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.

1.4 **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.

1.5 **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.

1.6 **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 HMDA and the consultant.

Tenderer 46

Chief Engineer, HMDA
1.7 Taxes and Duties

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

2. Commencement, Completion, Modification and Termination Of Contract

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. 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 Majuere 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 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.

a. 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.

b. 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 2.8.1, 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 10© 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 2.8.2, terminate this Contract.
b. 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;
c. 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;
d. 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
e. if the Employer fails to comply with any final decision reached as a result of pursuant to Clause GC 10(c) hereof.

2.8.3 Cessation of Rights and Obligations
Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except
i. such rights and obligations as may have accrued on the date of termination or expiration,
ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof,
iii. any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services
Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 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 2.8.1 or 2.8.2 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 2.8.1 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 2.8.1 or in Clause 2.8.2 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 10(c) 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 without any additional cost. Notwithstanding any approvals of the client, the consultant shall remain fully responsible for quality and correctness 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 3.2.3 hereof shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to engage in certain Activities

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

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

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

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

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

3.5 Insurance to be taken out by the Consultant
The Consultant shall take out and maintain, at their own cost, insurance against the risks, and for the coverage,

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. Employers 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 clause 2.3.6 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 Resident Engineer shall take charge of the performance of such Services.

5. Obligations of the Employer

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

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

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

6. Time Schedule as mentioned in TOR

1. 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: Deleted
7.3 Liquidated Damages: Deleted

7.4 Mobilization Advance: No Mobilization Advance will be paid.

2. 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 10(c) hereof.

9. Secrecy and Confidentiality
   Your 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 with in a period of
thirty days after being requested or if the Consultant is dissatisfied with the notice of the decision of the Executive Engineer, the Consultant may within Thirty days after receiving the notice of decision appeal to the Superintending Engineer of the Employer who shall afford an opportunity to the Consultant to be heard and to offer evidence in support of his appeal, the Superintending Engineer of the Employer shall give notice of his decision within a period of thirty days after the Consultants has given the said evidence in support of his appeal, subject to arbitration. As herein after provided. If the Superintending Engineer fails to give notice of his decision in writing within a period of thirty days after being requested or if the Consultants is dissatisfied with the notice of the decision of the Superintending Engineer, the Consultant may within thirty days after receiving the notice of decision appeal to the Chief Engineer of the Employer, who shall afford an opportunity to the Consultant to be heard and to offer evidence in support of his appeal, the Chief Engineer of the Employer shall give notice of his decision within a period of thirty days after the Consultant has given the said evidence in support of his appeal, subject to arbitration as hereinafter provided. Such decision of the Chief Engineer of the Employer in respect of every matter so referred shall be final and binding upon the Consultant and shall forthwith be given effect to by the Consultant, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Chief Engineer of the Employer has given written notice of his decision to the Consultant and no claim to arbitration, has been communicated to him by the Consultant within a period of thirty days from receipt of such notice, the said decision shall remain final and binding upon the Consultant. If the Chief Engineer of the Employer shall fail to give notice of his decision, as aforesaid, within a period of thirty days after being requested as aforesaid, or if the Consultant be dissatisfied with any such decision, then and in any such case the Consultant within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. Except as otherwise providing in the contract, any dispute and differences arising out of or relating to the contract shall be referred to adjudication as follows:

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

(a). Claims upto 50,000/- in Value : Chief Engineer,
HMDA 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 within 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.*
FINANCIAL PROPOSAL

Format for financial proposal of the firm

Date

The Chief Engineer,
7th Floor, East Wing,
Swarnajayanthi Commercial Complex,
Ameerpet, Hyderabad
Telangana, INDIA– 500082,

sub: Providing consultancy services for augmentation and upgradation of existing 5 mld, 20 mld and 30 mld capacities of sewage treatment plants to 10 mld, 40 mld and 60 MLD Capacities with Tertiary Treatment including O &M of 20 years around Hussain sagar lake including associated infrastructure at Hyderabad

Sir:

As a part of the Proposal for providing consultancy services for the subject Project, we hereby submit the following consultancy charges to the Hyderabad Metropolitan Development Authority.

1. The amount mentioned below is inclusive of all taxes except GST which will be paid separately as per the rates in vogue.

<table>
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<th>(Quote in Figures)</th>
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<td>Rs. in Words - Rupees..................</td>
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We abide by the above quote, terms and conditions of the document, if HMDA selects us as the consultant for this particular project.

We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the last date of submission of tenders or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorised Signatory)(Name, Title, Address, Date)

Note: 1. Break up for the financial proposal will be submitted as per the scope of the work.
2. The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the firm’s proposal.
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<th>S.No</th>
<th>KEY PERSONNEL Mentioned at Section 5 (Stage 3-G)</th>
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FORM OF AGREEMENT

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Preparation of Feasibility Report and DPR for Project

This AGREEMENT (hereinafter called the “Agreement”) is made on the

............... day of the month of ........... 20..., between, on the one hand, the President of India acting through ......................... (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ................................. (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

The Authority vide its Request for Proposal for Preparation of DPR (hereinafter called the “Consultancy”) for the ................. Project (hereinafter called the “Project”);

the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated

............... (the “LOA”); and

in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1.GENERAL

1.1 Definitions and Interpretation

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

“Additional Costs” shall have the meaning set forth in Clause 6;

“Agreement” means this Agreement, together with all the Annexes;

“Agreement Value” shall have the meaning set forth in Clause 6;

“Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

“Confidential Information” shall have the meaning set forth in Clause 3.3;

“Conflicts of Interest” shall have the meaning set forth in Clause
3.2 read with the provisions of RFP;

“Dispute” shall have the meaning set forth in Clause 9.2.1;

“Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

“Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;

“Government” means the Government of ;

“INR, Re. or Rs.” means Indian Rupees;

“Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;

“Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;

“Personnel” means persons hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;

“Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;

“RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;

“Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

“Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and

“Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

Agreement;
Annexes of Agreement; (c) RFP; and

(d) Letter of Award.

Tenderer

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Chief Engineer, HMDA
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 Authority and the Consultant. The Consultant shall, subject to this Agreement, 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 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant’s Representative set out below in Clause 1.20 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due,
air mail or by courier, be sent by e-mail to the number as the Consultant may from time
to time specify by notice to the Authority;
in the case of the Authority, be given by e-mail and by letter delivered by hand and be
addressed to the Authority with a copy delivered to the Authority Representative set
out below in Clause
1.20 or to such other person as the Authority may from time to time designate by
notice to the Consultant; provided that if the Consultant does not have an office in the
same city as the Authority’s office, it may send such notice by e-mail and by registered
acknowledgement due, air mail or by courier; and

any notice or communication by a Party to the other Party, given in accordance
herewith, shall be deemed to have been delivered when in the normal course of post it
ought to have been delivered and in all other cases, it shall be deemed to have been
delivered on the actual date and time of delivery; provided that in the case of e-mail, it
shall be deemed to have been delivered on the working days following the date of its
delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the
provisions of RFP and at such locations as are incidental thereto, including the offices of
the Consultant.

1.9 Authority of Member-in-charge- Deleted

In case the Consultant consists of a consortium of more than one entity, the Parties
agree that the Lead Member shall act on behalf of the Members in exercising all the
Consultant’s rights and obligations towards the Authority under this Agreement,
including without limitation the receiving of instructions and payments from the
Authority.

1.20 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted
to be executed, under this Agreement by the Authority or the

specified in this Clause 1.10.

The Authority may, from time to time, designate one of its officials as the Authority
Representative. Unless otherwise notified, the Authority Representative shall be:

.........

.........

Tel: ........ Mobile: ........ Email: ........
The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

........

........

Tel: .......... Mobile: .......... Email: .........

Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2.0 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within immediately after entering into the agreement, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expires upon the Completion of Services including assistance during Bid Process (Intermittent feedback as and when required) and up to the end of completion of Civil Contract works or 5 years after approval of DPR whichever is earlier.

2.5 Entire Agreement
This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

Definition

For the purposes of this Agreement, “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 or other industrial action are within the any other action by government agencies.

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-Consultant 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 Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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 Agreement.

Tenderer 68 Chief Engineer, HMDA
Measures to be taken

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

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 14 (fourteen) 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.

The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, 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.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement By the Authority

The Authority may, by not less than 30 (thirty) days’ written notice of termination to the Consultant, such notice to be given after the occurrence of any of the
events specified in this Clause 2.9.1, terminate this Agreement if:

the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

By the Consultant

The Consultant may, by not less than 30 (thirty) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant’s notice specifying such breach;

as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.
Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement 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, or which expressly survive such Termination;

(ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant’s obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant’s Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

Cessation of Services

Upon termination of this Agreement 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 Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

Payment upon Termination

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

remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant’s personnel.

Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause
2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

Standards of Performance

The Consultant shall perform the Services and carry out its 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 Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

Applicable Laws

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

3.2 Conflict of Interest

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof 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, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services.
provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

after the termination of this Agreement, such other activities as may be specified in the Agreement; or

at any time, such other activities as have been specified in the RFP as Conflict of Interest.

Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its 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.

The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the
date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(iii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information...
provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;

was obtained from a third party with no known duty to maintain its confidentiality;

is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

Liability of the Consultant

The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority’s property, shall not be liable to the Authority:

for any indirect or consequential loss or damage; and

for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in
accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

Insurance to be taken out by the Consultant

(a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant’s, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

The Parties agree that the risks and coverages shall include but not be limited to the following:

Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 15 crore;

employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.
Accounting, inspection and auditing

The Consultant shall:

keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and

permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

Consultant’s actions requiring the Authority’s prior approval

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

appointing such members of the Professional Personnel as are not listed in Annex–2.

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 Authority 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 Agreement; or

any other action that is specified in this Agreement.

Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall

Documents prepared by the Consultant to be property of the Authority

All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents.

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Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

CONSULTANT’S PERSONNEL

General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.
Deployment of Personnel

The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant’s Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

Approval of Personnel

The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority’s consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is
proposed to be substituted. In case of a second substitution, such reduction shall be equal to
50% (fifty per cent) of the total remuneration specified for the Key Personnel who is
proposed to be substituted.

Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or
vacation leave except as specified in the Agreement, and the Consultant’s remuneration
shall be deemed to cover these items. All leave to be allowed to the Personnel is
excluded from the man days of service set forth in Annex-2. Any taking of leave by any
Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of
the Authority, and the Consultant shall ensure that any absence on leave will not delay
the progress and quality of the Services.

Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant’s Personnel shall be
responsible for the coordinated, timely and efficient functioning of the Personnel. In
addition, the Consultant shall designate a suitable person as Project Manager (the
“Project Manager”) who shall be responsible for day to day performance of the Services.

OBLIGATIONS OF THE AUTHORITY

Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to
ensure that the Government shall:

provide the Consultant, its Sub-Consultants and Personnel with work permits and such
other documents as may be necessary to enable the Consultant, its Sub-Consultants or
Personnel to perform the Services;

facilitate prompt clearance through customs of any property required for the Services;

and

issue to officials, agents and representatives of the Government all such instructions as
may be necessary or appropriate for the prompt and effective implementation of the
Services.

Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded
access to the site of the project in respect of which access is required for the
performance of Services; provided that if such access shall not be made available to
the Consultant as and when so required, the Parties shall agree on (i) the time extension,
as may be appropriate, for the performance of Services, and (ii) the additional payments,
if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with
respect to taxes and duties which increases or decreases the cost or reimbursable
expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

PAYMENT TO THE CONSULTANT

Cost estimates and Agreement Value

An abstract of the cost of the Services payable to the Consultant is setforth in Annex-5 of the Agreement.

Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”). The Parties agree that the Agreement Value is Rs. ........... (Rupees. ..................), which does not include the Additional Costs specified in Annex-5 (the “Additional Costs”).

Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

Mode of billing and payment

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

The Consultant shall be paid for its services as per the Payment Schedule of this Agreement, subject to the Consultant fulfilling the following conditions:

No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

The Authority shall pay to the Consultant, only the undisputed amount.

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The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

The final payment of 15% under this Clause shall be made only after the Completion of Services including assistance during Bid Process (Intermittent feed back as and when required) and up to the end of completion of Civil Contract works or 5 years after approval of DPR whichever is earlier.

Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within contract period after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

15% (fifteen per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon Completion of Services including assistance during Bid Process (Intermittent feed back as and when required) and up to the end of completion of Civil Contract works or 5 years after approval of DPR whichever is earlier.

All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

LIQUIDATED DAMAGES AND PENALTIES

Liquidated Damages

Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

Encashment and appropriation of Performance Security
The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2. Penalty for deficiency in Services
In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

FAIRNESS AND GOOD FAITH

Good Faith

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

Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

Settlement of disputes:

16.1 If any dispute of difference of any kind whatsoever arises between the department and the Consultant in connection with, or arising out of the Contract, 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 Engineer-in-charge who shall, within a period of thirty days after being requested by the Consultant to do so, give written notice of his decision to the Consultant. Upon receipt of the written notice of the decision of the Engineer-in-Charge the Consultant shall promptly proceed without delay to comply with such notice of decision.
16.2 If the Engineer-in-Charge 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 Engineer-in-Charge, the Consultant may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the consultant to be heard and to offer evidence in support of his appeal, the Department 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 Department 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 Department 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 Department 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 detailed below:

SETTLEMENT OF CLAIMS:

Settlement of claims for Rs. 50,000/- and below by Arbitration.

All disputes or difference arising of or relating to the contract shall be referred to the adjudication as follows:

a) Claims up to a value of rupees 10,000 / - : Superintending Engineer, HMDA.

b) Claims above value of rupees 10,000/- and up to rupees 50,000/- : Superintending Engineer,HMDA.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof. The arbitrator shall state his reasons in passing the award.

Claims above Rs.50,000 / -.

All claims of above Rs.50,000/- are to be settled by a Civil Court of Hyderabad jurisdiction by way of Civil suit and not by arbitration.

A reference for adjudication under this clauses shall be made by the consultant within six months from the date of intimating the consultant of the preparation of final bill or his having accepted payment which ever is earlier
SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:

Authority and consultants:

- Potential consultant should not be privy to information from the Authority which is not available to others;
- potential consultant should not have defined the project when earlier working for the Authority;
- potential consultant should not have recently worked for the Authority overseeing the project.

Consultants and concessionaires/contractors:

- No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
- no consultant should be involved in owning or operating entities resulting from the project; or
- no consultant should bid for works arising from the project. The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, need to be avoided. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

Tenderer 85 Chief Engineer, HMDA
Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.
### Annexure C

Information on litigation history in which Tenderer is the Petitioner.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Case No. / Year</th>
<th>Court where filed.</th>
<th>Subject Matter / Prayer in the case.</th>
<th>Respondents i.e., SE / CE</th>
<th>Present Stage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
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<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

Signature of the Tenderer

### Annexure D

I / We .......................................................... have gone through carefully all the Tender conditions and solemnly declare that all the submissions made by us are genuine and I / we 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 / We hereby declare that, I / We have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State due to any reasons.

Signature of the Tenderer
Curriculum Vitae (CV) of Key Personnel

Proposed Position:

Name of Personnel:
  Date of Birth:

Nationality:

Educational Qualifications:

Employment Record:
(Starting with present position, list in reverse order every employment held.)

List of projects on which the Personnel has worked

Name of project    Description of responsibilities

Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel) Place........................................

(Signature and name of the authorised signatory of the Applicant)

Notes:

Use separate form for each Key Personnel

Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
APPENDICES
APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant’s letter head)(Date and Reference) To,

..............................

..............................

..............................

Sub: Appointment of Consultant for preparation of Feasibility Report for the Project

Dear Sir,

With reference to your RFP Document dated ............... , I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the .................

Project. The proposal is unconditional and unqualified.

All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

Tenderer

90

Chief Engineer, HMDA
I/We declare that:

I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;

I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors-Managers/employees.
I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

The Bid Security of Rs. .................. (Rupees ........................................) in the form of a Demand Draft is attached, in accordance with the RFP document.

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached. In the event of my firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

21 I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully, (Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)
## Particulars of the Applicant

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title of Consultancy:</strong></td>
<td>PREPARATION OF FEASIBILITY REPORT</td>
</tr>
<tr>
<td><strong>Title of Project:</strong></td>
<td>............... Project</td>
</tr>
<tr>
<td><strong>State whether applying as Sole Firm or Lead Member of a consortium:</strong></td>
<td>Sole Firm or Lead Member of a consortium</td>
</tr>
<tr>
<td><strong>State the following:</strong></td>
<td></td>
</tr>
<tr>
<td>Name of Company or Firm:</td>
<td></td>
</tr>
<tr>
<td>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</td>
<td></td>
</tr>
<tr>
<td>Country of incorporation: Registered address:</td>
<td></td>
</tr>
<tr>
<td>Year of Incorporation:</td>
<td></td>
</tr>
<tr>
<td>Year of commencement of business: Principal place of business:</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Company including details of its mainlines of business</td>
<td></td>
</tr>
<tr>
<td>Name, designation, address and phone numbers of authorised signatory of the Applicant:</td>
<td></td>
</tr>
<tr>
<td>Name: Designation: Company: Address: Phone No.: E-mail address:</td>
<td></td>
</tr>
<tr>
<td>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</td>
<td></td>
</tr>
<tr>
<td>Name of Firm:</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>Legal Status and country of incorporation</td>
<td></td>
</tr>
<tr>
<td>Registered address and principal place of business.</td>
<td></td>
</tr>
</tbody>
</table>

For the Applicant, (in case of a consortium, for each Member), state the following information:

In case of non Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address(es) in India.

Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?

Yes/No

Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?
<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>If yes, does the Applicant (and other Member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a consultant/adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</td>
</tr>
<tr>
<td>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>If yes, does the Applicant agree that it will only be acceptable Consultant, if those contractors, manufacturers and supplier disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or service for any other part of the Project) other than that of the Consultant?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>If yes, have any undertakings been obtained (and annexed) from su contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/adviser for the Authority only?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>(Signature, name and designation of the authorised signatory) For and on behalf of</td>
</tr>
<tr>
<td>...........................................................................................................................................</td>
</tr>
<tr>
<td>Tenderer 95</td>
</tr>
<tr>
<td>Chief Engineer, HMDA</td>
</tr>
</tbody>
</table>
Power of Attorney

Know all men by these presents, we, ........................................ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms........................................

son/daughter/wife and presently residing at ..........................................., who is presently employed with us and holding the position of ................... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Feasibility Report for the ........................................ Project,

proposed to be developed by the (the Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ........................................ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ...................................... DAY OF .................................., 20........

Witnesses:1. 2. Notarised

(Signature, name, designation and address)

Accepted

(Signature, name, designation and address of the Attorney)

Tenderer 96 Chief Engineer, HMDA
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.
Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Annual turn over (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2018-19</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2019-20</td>
<td></td>
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<tr>
<td>3.</td>
<td>2020-21</td>
<td></td>
</tr>
</tbody>
</table>

Certificate from the Statutory Auditor

This is to certify that .......................(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

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

Note: Please do not attach any printed Annual Financial Statement.
Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.
APPENDIX-I  Form-8

Abstract of Eligible Assignments of the Applicant

(Refer Clause 3.1.4)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Project</th>
<th>Name of Client</th>
<th>Estimated capital cost of Project (in Rs. crore/ US$ million)</th>
<th>Payment of professional fees received by the Applicant (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
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<td>4</td>
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</tbody>
</table>

The Applicant should provide details of only those projects that have been undertaken by it under its own name. The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the clients.

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

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

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
Appendices

APPENDIX-I Form-9

Abstract of Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

Name of Key Personnel:

Designation

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Project$</th>
<th>Name of Client</th>
<th>Estimated capital cost of project (in Rs. cr./)</th>
<th>Name of firm for which the Key Personnel worked</th>
<th>Designation of the Key Personnel on the assignment</th>
<th>Date of completion of the assignment</th>
<th>Man days spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
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<td>10</td>
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</tr>
</tbody>
</table>

Use separate Form for each Key Personnel.

The names and chronology of projects included here should conform to the project-wise
details submitted in Form-11 of Appendix-I.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Applicant:</td>
</tr>
<tr>
<td>Name of the Project:</td>
</tr>
<tr>
<td>Length in km or other particulars</td>
</tr>
<tr>
<td>Description of services performed by the Applicant Firm:</td>
</tr>
<tr>
<td>Name of client and Address: (indicate whether public or)</td>
</tr>
<tr>
<td>Name and telephone no. of client’s representative:</td>
</tr>
<tr>
<td>Estimated capital cost of the Project</td>
</tr>
<tr>
<td>Payment received by the Applicant (in Rs. crore):</td>
</tr>
<tr>
<td>Start date of the services (month/year):</td>
</tr>
<tr>
<td>Finish date of the services (month/year):</td>
</tr>
<tr>
<td>Brief description of the Project:</td>
</tr>
</tbody>
</table>

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of Key)

Note:
Use separate sheet for each Eligible Project. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
Form-11

Eligible Assignments of Key Personnel
(Refer Clause 3.1.4)

<table>
<thead>
<tr>
<th>Name of Key Personnel:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation of Key Personnel:</td>
<td></td>
</tr>
<tr>
<td>Name of the Project:</td>
<td></td>
</tr>
<tr>
<td>Length in km or other particulars</td>
<td></td>
</tr>
<tr>
<td>Name of Consulting Firm where employed:</td>
<td></td>
</tr>
<tr>
<td>Description of services performed by the Key Personnel (including designation):</td>
<td></td>
</tr>
<tr>
<td>Name of client and Address:</td>
<td></td>
</tr>
<tr>
<td>(indicate whether public or</td>
<td></td>
</tr>
<tr>
<td>Name and telephone no. of client’s representative:</td>
<td></td>
</tr>
<tr>
<td>Estimated capital cost of the Project</td>
<td></td>
</tr>
<tr>
<td>Start date of the services (month/year):</td>
<td></td>
</tr>
<tr>
<td>Finish date of the services (month/year):</td>
<td></td>
</tr>
</tbody>
</table>

Brief description of the Project:

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of Key Personnel)
Notes:

Use separate sheet for each Eligible Project.

The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

Curriculum Vitae (CV) of Key Personnel

Proposed Position:

Name of Personnel:

Date of Birth:

Nationality:

Educational Qualifications:

Employment Record:

(Starting with present position, list in reverse order every employment held.)

List of projects on which the Personnel has worked

Name of project  Description of responsibilities

Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel) Place............................................

(Signature and name of the authorised signatory of the Applicant)

Notes:

Use separate form for each Key Personnel

The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant along with the seal of the firm. Photocopies will not be considered for evaluation.
### Form-13

**Deployment of Personnel**

<table>
<thead>
<tr>
<th>Tenderer</th>
<th>Project Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>105</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Week Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Chief Engineer, HMDA
<table>
<thead>
<tr>
<th>Tenderer</th>
<th>106</th>
<th>Chief Engineer, HMDA</th>
</tr>
</thead>
</table>

**Appendices**

| Chief Engineer, HMDA | 106 | Tenderer |

**Total Man days**
APPENDIX-I Form–14

Survey and Field Investigations

Week
APPENDIX-II Form-3

| A I. Remuneration for Resident Professional Personnel (including all personal) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | |

| A II. Remuneration for Resident Support Personnel (including all personal allowances) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | |

| B I. Remuneration for Expert Personnel (including all personal allowances) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| **Total:** | | | |

Estimate of Personnel Costs