

**RFP (2<sup>nd</sup> Call)**

**APTIDCO – PMAY (U) –AHP- Curtailment of 7,496 units-Engagement of 3<sup>rd</sup> party for conducting verification on – 1. Value of work done  
2. Assessment of recovery cost from the workdone –in different ULBs of East & West Godavari Districts of Andhra Pradesh -Rajamahendravaram Circle.**

**RFP No.: 03/APTIDCO/DCTO/RJY/TPVS/2<sup>nd</sup> Call/2022-23,  
dated: 08.06.2022**



**Andhra Pradesh Township & Infrastructure  
Development Corporation Ltd.,**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**Tender Notice**

**RFP No.:03/APTIDCO/DCTO/RJY/TPVS/2<sup>nd</sup> call/2022-23,  
dated: 08.06.2022**

**Name of Work: "APTIDCO – PMAY (U) –AHP- Curtailment of 7,496 units- Engagement of 3<sup>rd</sup> party for conducting verification on – 1. Value of work done 2. Assessment of recovery cost from the work done –in different ULBs of East & West Godavari Districts of Andhra Pradesh - Rajamahendravaram Circle".**

The RFP can be downloaded on APTIDCO website from 09.06.2022 @14:00 Hrs to 16.06.2022 @14:00 Hrs. Due date for submission of Bid (Hard Copy Only) is 16.06.2022 @ 16.00 Hrs, Technical bid opening on 17.06.2022 @11.30 Hrs. Please refer to [www.aptidco.com](http://www.aptidco.com) for details.

For further clarifications, contact with  
Deputy Chief Technical Officer,  
APTIDCO, Rajamahendravaram

Sd/-  
Managing Director  
APTIDCO, Vijayawada

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Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**ANDHRA PRADESH TOWNSHIP & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LIMITED**

**(APTIDCO)**

**Rajamahendravaram -**

**NOTICE INVITING TENDERS (NIT)**

**RFP No.: 03/APTIDCO/DCTO/RJY/TPVS/2<sup>nd</sup> call/2022-23, dated: 08.06.2022**

1.	Department Name	:	Andhra Pradesh Township & Infrastructure Development Corporation (APTIDCO)
2.	Tender Number	:	NITNo.:12/Dy.CTO/RAJAMAHENDRAVARAM/APTIDCO/ 2022-23 dt: 08.06.2022.
3.	Tender Subject	:	APTIDCO – PMAY (U) –AHP- Curtailment of 7496 units- Engagement of 3 <sup>rd</sup> party for conducting verification on – 1. Value of work done 2. Assessment of recovery cost from the work done –in different ULBs of East & West Godavari Districts of Andhra Pradesh - Rajamahendravaram Circle
4.	Form of Contract	:	L.S.
5.	Authority	:	(“herein after referred as <b>Client/Authority</b> ”)
6.	Bid Validity	:	90 days from the date of Bid submission
7.	Bid Security	:	Rs. 17,900
8.	BID processing fee	:	Rs. 5,000
9.	Download start date & Time	:	09.06.2022 @ 14: 00 Hrs.
10.	Schedule download closing Date & time	:	16.06.2022@ 14:00 Hrs
11.	Proposal submission closing Date & time	:	16.06.2022@ 16:00 Hrs
12.	Technical Proposal Opening Date (Technical Bid stage)	:	17.06.2022@ 11:30 Hrs

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13.	Financial Bid Opening Date (Financial Bid stage)	:	21.06.2022 @ 15:00 Hrs
14.	Place of Proposal receiving and opening Bid	:	O/o DEPUTY CHIEF TECHNICAL OFFICER- APTIDCO Circle, Housing Board Colony, Lalacheruvu, Rajamahendravaram - 533 106
15.	Officer Inviting Proposal	:	DEPUTY CHIEF TECHNICAL OFFICER – APTIDCO, Rajamahendravaram
16.	Address	:	O/o DEPUTY CHIEF TECHNICAL OFFICER- APTIDCO, Housing Board Colony, Lalacheruvu, Rajamahendravaram - 533 106
17.	Contact Details	:	Mr. B Srinivasa Rao Deputy Chief Technical Officer, Rajamahendravaram Phone no: 9701249966 Email id: aptidcoserajahmundry@gmail.com

Note:	BID SECURITY SHALL BE PAID IN Demand Draft, IN FAVOUR OF MANAGING DIRECTOR, APTIDCO, VIJAYAWADA
	Bid Security (EMD) EMD of unsuccessful bidder shall be returned upon signing of agreement by successful bidder. EMD of successful bidder shall be adjusted against Performance security.

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## **Volume – I Scope of Services.**

### **1. Introduction**

The Government of Andhra Pradesh established `Andhra Pradesh Township & Infrastructure development Corporation as nodal agency for the development of urban Infrastructure in the State of Andhra Pradesh.

APTIDCO will provide physical infrastructure that is of global standards with most efficient utilities - environmentally sustainable, functionally smart and technology driven. It will also amalgamate the local cultures, historical roots, involve peoples' aspirations and a robust socio-economic plan to spur rapid and sustainable economic growth that is inclusive. This mix of modernity with continuity will develop.

With the objective of construction of EWS houses under PMAY-HFA(U) in different ULBs in Andhra Pradesh, act has been passed by the GoAP for construction of EWS houses under PMAY-HFA(U) in different ULBs for state of Andhra Pradesh and establishment of the Andhra Pradesh Township & Infrastructure Development Corporation (APTIDCO) for the purposes of planning, Coordination, execution, supervision, financing, and for promoting and securing the planned Development of the infrastructure in the Urban local bodies of Andhra Pradesh.

It is to inform that the Andhra Pradesh Township Infrastructure Development Corporation has taken up EWS houses under AHP-PMAY (u) in the State of Andhra Pradesh. So far 3,13,832 EWS units were grounded and in this 51,616 units which are at basement level and below basement level are proposed for Curtailment and proposal was submitted to Government of Andhra Pradesh to bear the Sunken cost.

In this connection the Government has requested to submit the certain information on the Sunken Cost. Hence, it is proposed to obtain the information through 3rd party Agencies on the value of work that is executed for the curtailed units to be assessed and to Exploring the possibilities of recovery of the cost by all means and assess the cost that can be achieved from the work done and be certified as 3rd Party.

APTIDCO – PMAY (U) –AHP- Curtailment of 7496 units-Engagement of 3rd party for conducting verification on – 1. Value of work done 2. Assessment of recovery cost from the work done –in different ULBs of East & West Godavari Districts of Andhra Pradesh - Rajamahendravaram Circle

#### **1.1 Third Party Verification.**

1. Site Visits & inspections, verification of records, quantities of work done & cost, recording of Photographic images.
2. What are the Sunken costs which are irrecoverable.
3. Cost of the irrecoverable sunken cost.
4. Approximate cost of the recoverable sunken cost.
5. What action is being proposed to recover the recoverable sunken cost.

#### **1.2 Roles and Responsibilities**

##### **A. APTIDCO Level**

APTIDCO Engineering staff will facilitate for conducting the 3<sup>rd</sup> party verification for curtailed units at site as and when requested by the 3<sup>rd</sup> party agency.

##### **B. 3<sup>rd</sup> party Agency Level**

Procurement of machinery, equipment and appointing required technical persons for conducting 3<sup>rd</sup> party verification for getting the required information duly verifying the records of the works including measurement books, bills and furnishing the required data and reports as per the formats given in the reports.

#### **1.3 Selection Process**

Third Party Verification Agencies (TPV) should be selected by through open and transparent bidding process.

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1. TPV should have experience of similar kind or works.
2. TPV deploys optimum number of experts as per the need of the projects.
3. Deployed experts have experience of similar kind of projects and expertise in the concerned sectors.
4. No Conflict of interest prevails in the engagement.
5. The terms of Reference (TOR) are as per the prescribed Scope & Deliverables.

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#### 1.4 Curtailment of Dwelling Units (DUs)

It is to inform that the Andhra Pradesh Township Infrastructure Development Corporation has taken up EWS houses under AHP-PMAY (u) in the State of Andhra Pradesh. So far 3,13,832 EWS units were grounded and in this 51,616 units which are at basement level and below basement level are proposed for Curtailment and proposal was submitted to Government of Andhra Pradesh to bear the Sunken cost. The list of units curtailed agency wise, ULB wise, category wise list is enclosed.

<b>APTIDCO - Curtailed Units List</b>									
Sl. No	Name of the package	Name of the District	Name of the ULB	Name of the Location	Name of the Agency	Total No. of Units Curtailed			
						300 SFT	365 SFT	430 SFT	Total Units
1	2	3	4	5	6	7	8	9	10
1	Construction 9560 EWS flats at Patrivalasa in Srikakulam District, Sonianagar and Saripalli in Vizianagaram District and Agnampudi, Chinamushidiwada, Sankaram (Anakapalli), Satyanarayanapuram (Anakapalli), Parawada and Rathicheruvu in Visakhapatnam District (Phase-I).	Vizianagaram	Vizianagaram	Sariapalli	VNCJ V	64	-	32	96
			Vizianagaram	Sonianagar	VNCJ V	160	-	-	160
						<b>224</b>	<b>-</b>	<b>32</b>	<b>256</b>
2	Construction of 19242 EWS Flats of Rajamahendravaram and Kakinada and Municipalities of Mandapeta, Peddapuram, Amalapuram, Pithapuram, Samalkota and Ramachandrapuram in East Godavari District (Phase-I).		Kakinada	Parlovapeta	NCC	448	-	216	664
						<b>448</b>	<b>-</b>	<b>216</b>	<b>664</b>

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3	Construction of 1910 EWS DUs/Flats area of 300 Sft), 2386 EWS DUs/Flats area of 365 Sft) and 477 DUs/Flats area of 430 sft), (Total 4773 EWS DUs/Flats) at Srikakulam, Amudalavalasa, and Rajam ULBs in Srikakulam District (Phase-II).	Srikakulam	Patrunivalasa	Patrunivalasa II	VNC	192	96	480	768
			Rajam	Kancharam	VNC	624	144	-	768
						<b>816</b>	<b>240</b>	<b>480</b>	<b>1,536</b>
4	Construction of 3070 EWS DUs/Flats area of 300 Sft), 3839 EWS DUs/Flats area of 365 Sft) and 768 EWS DUs/Flats area of 430 Sft) (Total 7677 EWS DUs/Flats) at Saluru, Nellimarla, Parvathipuram and Bobbili U	Vizianagaram	Nellimarla	Nellimarla	VNC	96	-	48	144
			Bobbili	Bobbili	VNC	-	480	288	768
			Saluru	Saluru	VNC	-	48	144	192
			Parvathipuram	Parvathipuram	VNC	-	-	336	336
						<b>96</b>	<b>528</b>	<b>816</b>	<b>1,440</b>
5	Construction and handing over of 3022 EWS DUs/flats of 300 Sft), 3780 EWS DUs/flats area of 365 Sft) and 758 EWS DUs/flats area of 430 Sft), (Total 7560 EWS DUs/flats) at Rajamahendravaram, Peddapuram and Mandapeta of East Godavari District (Phase-II).	East Godavari	Rajamahendravaram	Bommuru II	KPC	-	240	-	240
			Mandapeta	Gollapuntala II	KPC	96	-	-	96
						<b>96</b>	<b>240</b>	<b>-</b>	<b>336</b>
6	Construction of 6,992 EWS DUs/Flats area of 300 Sft), 8,740 EWS DUs /flats area of 365 Sft) and 1,748 EWS DUs/flats area of 430 Sft) (Total 17,480 EWS DUs/flats) at Burma Camp, Suddagadda, ASR Colony, Kondakoppaka (Anakapalli), Duvvada, Bhanoji Thota, Kapuluppada, Padmanabha Nagar, T.R Mutyamamba Colony, AKC Colony, Pydimamba Colony, Atchamnaidu Lova, Rajiv Colony, Bhanoji Nagar, Chilakapeta,	Visakhapatnam	GVMC	Bhanojithota	TATA	96	-	-	96
			GVMC	Kondakoppaka	TATA	264	-	-	264
			GVMC	Padmanabha Nagar	TATA	48	-	-	48
			GVMC	Kommadi -II	TATA	144	-	-	144
			Narsipatnam	Narsipatnam	TATA	-	240	384	624

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	Adarshagramam, Sea Horse Colony, Gowri Nagar, GVMC, Chinamushidivada, Balance Phase I in GVMC area, Narsipatnam (Baligattam) and Yelamanchili ULBs of Visakhapatnam District (Phase-II).		Yelamanchili	Yelamanchili	TATA	96	-	-	96
						<b>648</b>	<b>240</b>	<b>384</b>	<b>1,272</b>
7	Construction of 5738 EWS DUs/ Flats area of 300 Sft), 7177 EWS DUs/Flats area of 365 Sft) and 1437 EWS DUs/Flats area of 430 Sft), (Total 14352 EWS DUs/Flats) in Srikakulam District, Appikonda, Chimalapalli, Ferry Road, Kothapalem, Kranthi Nagar, Lankelapalem, Mulagada, Nadipuru, Narava, Pulagavanipalem 1 & 2, Sankethapuram, Trinadhapuram, Velampeta, Viman Nagar, Yedugullu, Yedulla Narava and Yellapuvanipalem in GVMC area (part) of Vishakapatnam District (Phase-III).	Srikakulam	Ichapuram	Ichapuram	TATA	336	144	144	624
			Palasa	Palasa	TATA	480	432	144	1,056
		Visakhapatnam	GVMC	Appikonda	TATA	96	-	-	96
			GVMC	Mulagada	TATA	48	-	-	48
			GVMC	Nadipur	TATA	96	-	-	96
					<b>1,056</b>	<b>576</b>	<b>288</b>	<b>1,920</b>	
8	Construction of 9749 EWS DUs/Flats area of 300 Sft), 12186 EWS DUs/Flats area of 365 Sft) and 2437 EWS DUs/Flats area of 430 Sft) (Total 24,372 EWS DUs/Flats) at Bakkannapalem, Kapuluppada, Kommadi (3 locations), Chinnagadhili, Vemulavalasa (2 locations), Pardesipalem, Madhurawada, Sangivalsa (2 locations) in GVMC area (Part) of Visakhapatnam District (Phase-III).	Visakhapatnam	GVMC	Cheemalapalli-II	L & T	96	-	-	96
			GVMC	Pardesipalem	L & T	96	-	-	96
						<b>192</b>	<b>-</b>	<b>-</b>	<b>192</b>

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9	Construction of 821 EWS DUs/flats area of 300 Sft), 1026 EWS DUs/flats area of 365 Sft) and 205 EWS DUs/flats area of 430 Sft), (Total 2052 EWS DUs/flats) at Ramachandrapuram ULB in East Godavari District (Phase-III).	East Godavari	Ramachandrapuram	Kothuru I (Ph-III)	KPC	-	192	768	960
						-	<b>192</b>	<b>768</b>	<b>960</b>
10	Investigation, Survey, Planning, Design, Construction and handing over of 22,035 EWS Flats in G+3 pattern with Monolithic concrete construction (Shear Wall technology) including Internal infrastructure facilities such as water supply, sanitary, electrification with two years of defect liability period under EPC system in Palakol, Bhimavaram and Tadepalligudem Municipal areas of West Godavari District. (Phase-I)	West Godavari	Palakol	Penukul apadu Pedagaruvu	L & T	352	-	288	640
						<b>352</b>	-	<b>288</b>	<b>640</b>
11	Investigation, Survey, Planning, Design, Construction and Handing over of 15302 EWS Flats in G+3 pattern with Monolithic concrete construction (shear wall technology) including internal infrastructure facilities such as water supply, sanitary, electrification with two years of defect liability period under EPC system in Guntur, Chilakaluripeta, Sattenapalli, Ponnur and Tenali Municipal areas in Guntur District	Guntur	Guntur	Vengalypalem I	S & P	-	288	-	288
			Sattenapalli	Sugali Colony	S & P	288	128	64	480
						<b>288</b>	<b>416</b>	<b>64</b>	<b>768</b>

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12	Investigation, Survey, Planning, Design, Construction and handing over of 12768 EWS DUs/flats (5,107 Flats of super built up area of 300Sft 6,384 flats of super built up area of 365Sft and 1,277 flats super built up area of 430 Sft) in G+3 pattern with Monolithic concrete construction (shear wall technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, electrification under PMAY (HFA) with 2 years defect liability period under EPC system at Machilipatnam, Gudivada and Pedana ULBs of Krishna District”	Krishna	Machilipatnam	Gosangam	KMV	-	-	96	96
			Machilipatnam	Rudravaram	KMV	-	816	960	1,776
						-	<b>816</b>	<b>1,056</b>	<b>1,872</b>
13	APTIDCO - Investigation, Survey and Planning Design, construction and handing over of 5,326 EWS DUs (each of Super built up area of 300 sqft), 6657 EWS DUs (each of Super built up area of 365 sqft) and 1331 EWS DUs (each of Super built up area of 430 sqft) (total 13,314 EWS DUs/flats) in G+3 pattern with Monolithic Concrete construction (shear wall technology ) and with suitable foundation as per soil conditions including internal infrastructure facilities such as water supply sanitary and electrification under PMAY (HFA) at Nuziveedu ,Tiruvuru, Jaggaiahpet, Nandigama and Vuyyuru ULBs IN Krishna District.	Krishna	Nuziveedu	M.R. Apparao colony	L & T	48	-	-	48
			Tiruvuru	PT Kotturu	L & T	192	48	-	240
			Nandigama	Hanumanthupalem	L & T	576	192	384	1,152
						<b>816</b>	<b>240</b>	<b>384</b>	<b>1,440</b>
14	Investigation, survey, planning, design, construction and handing over of 8,917 EWS DUs/	Guntur	Guntur	Vengalypalem II	S & P	-	144	96	240

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	flats (each of super built-up area of 300 sft), 11,147 EWS DUs / flats (each of super built-up area of 365 sft) and 2,2230 DUs / flats (each of super built-up area of 430sft) (Total 22,294 EWS DUs) in G+3 Pattern with Monolithic concrete construction (shear wall technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, Electrification under PMAY (HFA) with 2 years defect liability period under EPC System at Guntur, Chilakaluripeta, Repalle, Vinukonda, Piduguralla, Macherla, Tadepalli & Tenali ULBs in Guntur District and Markapur & Ongole ULB's in Praka	Prakasam	Chilakal uripet	Purushot tapatna m II	S & P	48	-	144	192
			Tenali	Pooley Colony	S & P	192	-	-	192
			Pidugur alla	Kondam odu	S & P	-	816	-	816
			Macherl a	Gorrilam andhi	S & P	96	288	-	384
			Ongole	Chintala	S & P	-	48	48	96
						<b>336</b>	<b>1,296</b>	<b>288</b>	<b>1,920</b>
15	Investigation, Survey, Planning, Design, Construction and handing over of 8,889 EWS DUS/flats (each of super builtup area of 300sft), 11,112 EWS DUs/flats(each of super builtup area of 365sft) and 2,221 EWS DUs/flats (each of super builtup area of 430sft), (Total 22,222 EWS DUs /flats )in G+3 pattern with Monolithic concrete constructions (shear wall Technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as Water supply, sanitary and electrification under PMAY (HFA) with 2 years defect liability period under EPC system at Narasapuram, Tanuku, Jangareddygudem, Nidadavole, Kovvur, and Eluru ULBs in West Godavari District. (Phase-II)	West Godavari	Jangare ddygude m	Markand eyapura m	S & P	192	-	-	192
			Nidadav olu	Tirugude m	S & P	96	-	-	96
			Kovvuru	Pedathal lapunta	S & P	-	-	336	336
			Eluru	Madepall i, Ponangi road & Kotturu road	S & P	768	960	2,544	4,272
						<b>1,056</b>	<b>960</b>	<b>2,880</b>	<b>4,896</b>

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16	APTIDCO - Investigation, Survey, Planning, Design, construction and handing over of 5,973 EWS DUs/Flats (each super built up area of 300 Sft.), 7,466 EWS DUs/Flats (each super built up area of 365 Sft.) and 1,493 EWS DUs/Flats (each super built up area of 430 Sft.) (Total 14,932 EWS DUs/Flats in G+3 pattern with Monolithic Concrete construction ( Shear Wall Technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as Water Supply, Sanitary and Electrification under PMAY HFA with 2 years defect liability period under EPC System at Nuziveedu & Jaggaiahpet ULBs in Krishna District, Mandadam, Undavalli & Nowluru ULB s in Guntur District and Kandukuru, Kanigiri, Markapur, Giddalur & Addanki ULBs in Prakasam District.	Prakasam	Markapur	Pedanagulavaram Road	L & T	768	-	240	1,008
			Kandukuru	Uppuchervu	L & T	336	-	-	336
			Giddaluru	Modempalli	L & T	-	-	144	144
			Addanki	Singarakonda	L & T	96	-	-	96
		Krishna	Jaggaiahpet	Gurukulapathasala II	L & T	-	-	240	240
					<b>1,200</b>	<b>-</b>	<b>624</b>	<b>1,824</b>	
17	APTIDCO - PMAY (U) - AHP-Investigation, Survey, Planning, Design, Construction and handing over of 5,862 EWS flats (each of super built-up area of 300Sft), 7,328 EWS flats (each of super built-up area of 365Sft.) and 1,466 EWS flats (each of super built-up area of 430 Sft), (Total 14,656 EWS flats) in G+3 pattern with Monolithic concrete construction (shear wall technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, electrification under PMAY (HFA) with 2 years defect liability period under EPC system at Ongole & Ongole (yarajarla) ULB's in Prakasam District	Prakasam	Ongole	Koppolu	L & T	-	432	1,344	1,776

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						-	432	1,344	1,776
18	Investigation, survey planning, and handing over of 5392 EWS DUs/Flats (each of super built up area 300sft) and 6742 EWS DUs/flats(each of super built up area 365sft), and 1348 EWS DUs/fats (each of super built up area of 430sft) (Total 13,482 DUs/flats) at Sullurupet, Gudur, Kavali, Venkatagiri, Atmakur and Naidupet of Nellore District (Phase-II District)	Nellore	Kavali II	Jammala palem	NCC	1,344	192	288	1,824
			Naidupeta	Biradawada	NCC	624	48	-	672
			Sullurupeta	Mannrupoluru	NCC	-	192	-	192
			Venkata giri	Chevi redy palli	NCC	48	288	384	720
			Atmakur	Nellore Palem	NCC	192	192	96	480
						2,208	912	768	3,888
19	Investigation, survey planning, and handing over of 8080 EWS DUs/Flats (each of super built up area 300sft) and 10100 EWS DUs/flats(each of super built up area 365sft), and 2020 EWS DUs/fats (each of super built up area of 430sft) (Total 20,200 DUs/flats) HFA) at Nellore Municipal corporation of Nellore District (Phase-II)	Nellore	Nellore	Allipuram	NCC	48	-	864	912
			Nellore	Kallurupalli	NCC	-	192	432	624
						48	192	1,296	1,536
20	Investigation, survey planning, and handing over of 4045 EWS DUs/Flats (each of super built up area 300sft) and 5056 EWS DUs/flats(each of super built up area 365sft), and 1011 EWS DUs/fats (each of super built up area of 430sft) (Total 10112 DUs/flats) at Nellore Municipal corporation of Nellore District (Phase-III)	Nellore	Nellore	Venkateswara puram-II	NCC	-	-	96	96
			Nellore	Irukalamma Temple II	NCC	240	-	48	288
						240	-	144	384
21	Investigation, Survey, Planning, Design, Construction and handing over of 6,082 EWS	Chittoor	Srikalahasthi II	S.W. Hostel	NCC	-	528	336	864

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DUs/flats (each of super builtup area of 300Sft), 7,603 EWS DUs /flats (each of super builtup area of 365Sft.) and 1,520 EWS DUs / flats (each of super builtup area of 430 Sft), (Total 15,205 EWS DUs/flats) in G+3 pattern with Monolithic concrete construction(Shear wall Technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, electrification under PMAY (HFA) Phase III with 2 years defect liability period under EPC system at Srikalahasthi, Chittoor, Puttur, Madanapalli, Punganur, Nagari and Palamaneru ULBs of Chittoor District. (Phase II)	Chittoor	Murukumbattu	NCC	-	384	288	672	
	Puttur	Nandimangalam	NCC	192	144	240	576	
	Nagari	Nagarajukuppam	NCC	144	240	144	528	
	Punganur	Ethuru	NCC	-	432	192	624	
	Madanapalli	Venkappakota	NCC	-	720	336	1,056	
	Palamaneru	Gadduru	NCC	240	-	-	240	
				<b>576</b>	<b>2,448</b>	<b>1,536</b>	<b>4,560</b>	
Investigation, Survey, Planning, Design, Construction and handing over of 2,003 EWS DUs/flats (each of super builtup area of 300Sft), 7,011 EWS DUs /flats (each of super builtup area of 365Sft.) and 1,002 EWS DUs / flats (each of super builtup area of 430 Sft), (Total 10,016 EWS DUs/flats) in G+3 pattern with Monolithic concrete construction(Shear wall Technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, electrification under PMAY (HFA) Phase III with 2 years defect liability period under EPC system at Kadapa & Proddutu of YSR Kadapa District, Srikalahasthi of Chittoor District and Tadipatri of Ananthapur District. (Phase I)	Chittoor	Srikalahasthi I	Rajiv Nagar	NCC	448	-	320	768
	YSR Kadapa	Kadapa	Chinnac howk	NCC	1,088	-	-	1,088
		Proddatur	Korrappadu road	NCC	480	288	1,152	1,920
	Ananthapuram	Tadipatri I	Gannevaripalli	NCC	512	-	192	704

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						<b>2,528</b>	<b>288</b>	<b>1,664</b>	<b>4,480</b>
23	Investigation, Survey, Planning, Design, Construction and handing over of 1,794 EWS DUs/flats (each of super builtup area of 300Sft), 2,244 EWS DUs /flats (each of super builtup area of 365Sft.) and 449 EWS DUs / flats (each of super builtup area of 430 Sft), (Total 4,487 EWS DUs/flats) in G+3 pattern with Monolithic concrete construction(Shear wall Technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, electrification under PMAY (HFA) Phase III with 2 years defect liability period under EPC system at Tirupati ULB of Chittoor District and Pulivendula and Mydukur ULBs of YSR Kadapa District (Phase III)	Chittoor	Tirupathi	Kothur	SIMP	336	336	528	1,200
		YSR Kadapa	Pulivendula	Kadairi road	SIMP	720	-	-	720
						<b>1,056</b>	<b>336</b>	<b>528</b>	<b>1,920</b>
24	Investigation, Survey, Planning, Design, Construction and handing over of 5,284 EWS DUs/flats (each of super builtup area of 300Sft), 6,607 EWS DUs /flats (each of super builtup area of 365Sft.) and 1,322 EWS DUs / flats (each of super builtup area of 430 Sft), (Total 13,213 EWS DUs/flats) in G+3 pattern with Monolithic concrete construction(Shear wall Technology) and with suitable foundations as per soil conditions including Internal Infrastructure facilities such as water supply, sanitary, electrification under PMAY (HFA) Phase II with 2 years defect liability period under EPC system at Kadapa, Rajampeta, Rayachoti, Jammalamadugu, Proddutur, Yerraguntla, Pulivendula and Badvel	YSR Kadapa	Proddatur	Korrappa du road	NCC	384	480	1,248	2,112
			Kadapa	Chalama reddy palli	NCC	-	144	-	144
			Rajampeta	Boyanapalli	NCC	240	96	-	336
			Rayachoti	Sibyala	NCC	336	432	-	768
			Yerraguntla	Yerraguntla road	NCC	-	96	96	192
			Badvel	Madakal avaripalli	NCC	480	-	144	624

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	ULBs of YSR Kadapa District.( Phase - II )								
						<b>1,440</b>	<b>1,248</b>	<b>1,488</b>	<b>4,176</b>
25	Investigation, Survey, Planning, Design, Construction and handing over of G+3 Houses under PMAY (U) ( Nandyal)& Yemmiganur 3505 Unit(Phase-II)	Kurnool	Yemmiganur	Sivanna Nagar	S & P	-	-	144	144
					S & P	-	-	<b>144</b>	<b>144</b>
26	Investigation, Survey, Planning, Design, Construction and handing over of G+3 Houses under PMAY (U) AHP ( Dhone, Yemmiganur, Allagadda) 5090 (Phase-III)	Kurnool	Allagada	Chinthakuntla village	S & P	96	192	96	384
					S & P	<b>96</b>	<b>192</b>	<b>96</b>	<b>384</b>
27	Construction and handing over of 24497 EWS DUs/flats in G+3 pattern including Internal Infrastructure facilities under PMAY (HFA) Phase II with 2 years defect liability period under EPC system at at Tadipatri, Dharmavaram, Gooty, Hindupur, Kadiri, Pamidi and Putt	Ananthapuram	Tadipatri II	Gannevaripalli	S & P	-	240	192	432
			Gooty	Nemthab ad Road	S & P	192	48	48	288
			Hindupur	Kotipi	S & P	384	960	192	1,536
			Kadiri	Hindupur Road	S & P	96	48	48	192
			Pamidi	V.K.A.Reddy Colony	S & P	-	720	144	864
			Puttparathi	Karnataka Nage Palli	S & P	288	288	-	576
						<b>960</b>	<b>2,304</b>	<b>624</b>	<b>3,888</b>

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28	Construction and handing over of 23408 EWS DUs/flats in G+3 pattern including Internal Infrastructure facilities under PMAY (HFA) Phase III with 2 years defect liability period under EPC system at Anantapuramu, Guntakal & Rayaduragm ULBs of Ananthapur District.”	Ananthapuram	Ananthapur	Pandameru	S & P	48	1,056	1,056	2,160
			Guntakal	Dhoniukkala	S & P	-	144	192	336
			Raydurgam	Mallapuramu	S & P	-	-	48	48
						<b>48</b>	<b>1,200</b>	<b>1,296</b>	<b>2,544</b>
<b>Total</b>						<b>16,824</b>	<b>15,296</b>	<b>19,496</b>	<b>51,616</b>

## 2. 0 Scope of the Project:

### 2.1 Project under the Scope of the 3RD PARTY VERIFICATION:

It is to inform that the Andhra Pradesh Township Infrastructure Development Corporation has taken up EWS houses under AHP-PMAY (u) in the State of Andhra Pradesh. So far 3,13,832 EWS units were grounded and in this 51,616 units which are at basement level and below basement level are proposed for Curtailment and proposal was submitted to Government of Andhra Pradesh to bear the Sunken cost.

In this connection the Government has requested to submit the certain information on the Sunken Cost. Hence, it is proposed to obtain the information through 3rd party Agencies on the value of work that is executed for the curtailed units to be assessed and to Exploring the possibilities of recovery of the cost by all means and assess the cost that can be achieved from the work done and be certified as 3rd Party.

Hence it is proposed to asses the sunken cost duly appointing the consultancy agencies naming the work as “APTIDCO – PMAY (U) –AHP- Curtailment of 7496 units-Engagement of 3rd party for conducting verification on – 1. Value of work done 2. Assessment of recovery cost from the work done –in different ULBs of East & West Godavari Districts of Andhra Pradesh - Rajamahendravaram Circle

Scope of the work

S.No	Name of Work.	Estimate Cost Rupees (Without GST)
1.	<p>“APTIDCO – PMAY (U) –AHP- Curtailment of 7496 units-Engagement of 3rd party for conducting verification on – 1. Value of work done 2. Assessment of recovery cost from the work done – in different ULBs of East &amp; West Godavari Districts of Andhra Pradesh Rajamahendravaram Circle</p> <p style="text-align: center;"><b>Circle</b> 1) <b>Rajamahendravaram</b></p> <p style="text-align: center;"><b>Units</b> <b>7496</b></p>	<b>17,86,500</b>

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**I- Rajamahendravaram Circle**

<b>APTIDCO - Curtailed Units List</b>								
<b>Sl. No</b>	<b>Name of the District</b>	<b>Name of the ULB</b>	<b>Name of the Location</b>	<b>Name of the Agency</b>	<b>Total No.of Units Curtailed</b>			
					<b>300 SFT</b>	<b>365 SFT</b>	<b>430 SFT</b>	<b>Total Units</b>
1	2	3	4	5	6	7	8	9
<b>1</b>	East Godavari	Kakinada	Parlovapeta	NCC	448	-	216	664
		Rajamahendravaram	Bommuru II	KPC	-	240	-	240
		Mandapeta	GollapuntaII	KPC	96	-	-	96
		Ramachandrapm	Kothuru I (Ph-III)	KPC	-	192	768	960
<b>East Godavari Total Units</b>					<b>544</b>	<b>432</b>	<b>984</b>	<b>1,960</b>
<b>2</b>	West Godavari	Palakol	Penukulapadu Pedagaruvu	L & T	352	-	288	640
		Jangareddygudem	Markandeyapuram	S & P	192	-	-	192
		Nidadavolu	Tirugudem	S & P	96	-	-	96
		Kovvuru	Pedathallapunta	S & P	-	-	336	336
		Eluru	Madepalli, Ponangi road & Kotturu road	S & P	768	960	2,544	4,272
<b>West Godavari Total Units</b>					<b>1,408</b>	<b>960</b>	<b>3,168</b>	<b>5,536</b>
<b>Rajamahendravaram circle Total</b>					<b>1952</b>	<b>1392</b>	<b>4152</b>	<b>7496</b>

**3. Broad Objective of the 3<sup>rd</sup> party verification**

The Broad Objective of this Consultancy (the "Objective") is to assess the 1. Value of Work done  
2. Assessment of recovery cost from the work done by the Third Party verification for the curtailed units in the APTIDCO housing Project in a manner that would ensure:

1. Site Visits & inspections, verification of records, quantities of work done & cost, recording of Photographic images.
2. What are the Sunken costs which are irrecoverable.
3. Cost of the irrecoverable sunken cost.

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4. What are the sunken costs which are recoverable.
5. Approximate cost of the recoverable sunken cost.
6. What action is being proposed to recover the recoverable sunken cost.

#### **4. Key Deliverables:**

The Broad Objective of this Consultancy (the "Objective") is to assess the 1. Value of Work done 2. Assessment of recovery cost from the work done by the Third Party verification for the curtailed units in the APTIDCO housing Project in a manner that would ensure:

The report should have the following data in prescribed in annexures I to IV with proper documentation.

1. Block wise Valuation report (Annexure -I)
2. Detailed Inspection report on each housing block as per M-Book and field inspection for quantities. (Annexure -II)
3. Detailed report on value of work done for each block (Annexure -III)
4. Consolidated valuation report for housing package wise (Annexure - IV)
5. Package wise report on exploring the possibility of recovery cost and assesses the cost that can be achieved (Annexure -V)
6. Final report: (Annexure -VI)

#### **5. Duration – 2 Months**

The period of completion work is 2 months.

#### **6. Key Personnel**

- a. Required multi-disciplinary teams which have the necessary expertise for preparation reports as required has to be appointment in addition to their technical staff.

The details of technical staff they owned and proposed to keep for this services has to be submitted and proposed staff to be deputed or hired for the balance staff required and the details also be furnished along with their experience.

##### **6.2 Other terms pertaining to key Personnel**

- Age of the Key Personnel proposed should not be more than 62 (sixty two) Years on the last day of submission of proposal.
- The Key Personnel proposed above should be available for presentations/discussions/ meetings with the Client, State Government/APTIDCO in, Vijayawada before or after visits.
- A summary of experience (in one page) is to be provided by the consultant for each of the Key personnel.
- District wise separate team has to be deployed with one of the engineering staff to be kept in charge for that district and has to contact technical office for that district.

#### **7. Tests & Inspections:**

The agency has to verify the measurement books, estimates other records and verify the units at field and assess the 1. Value of Work done 2. Feasibility of assessment of recovery cost from the work done.

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**VOLUME II**  
**INSTRUCTIONS TO BIDDERS**

Contractor

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## **GENERAL**

### **1.1 Scope of Bid**

#### **1.1.1**

The Authority invites Bids for the Services described in these Bidding Documents, in accordance with the procedures, conditions and contract terms prescribed in the Bidding Document.

#### **1.1.2**

The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the BDS.

#### **1.1.3**

The schedule of bidding process is as specified in the BDS.

#### **1.1.4**

The successful bidder will be expected to complete its performance within the period stated in the BDS.

#### **1.1.5**

Bidder must be ready to accept the extension of the contract by a further period specified in the BDS on the same terms and conditions, if so desired by Authority.

#### **1.1.6**

The Official Website and the address of Authority's Office for the purpose of this Bidding Document shall be as specified in the BDS.

#### **1.1.7 Deleted**

#### **1.1.8**

The Bidding documents can be obtained from the official website of the Authority. In case the bidding documents are downloaded from the official website, a bank demand draft for an amount equal to the bid document price, drawn in favour of the Client, shall be submitted along with the bid, attached to the bid form.

#### **1.1.9**

Throughout these bidding documents, the definitions in the Conditions of Contract shall apply; Services refer to Activity Schedule; Authority refers to employer, buyer, Client and owner; and Contractor refers to supplier, seller, Service Provider and vendor.

#### **1.1.10**

Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

## **1.2 General Instructions**

#### **1.2.1**

Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking, as the case may be, from participating in any project and the ban subsists as on the date of Bid, would not be file to submit a Bid.

#### **1.2.2**

This Bidding Document is not transferable.

#### **1.2.3**

Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.

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#### 1.2.4

The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Bidding Document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

#### 1.2.5 Liability

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document, the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

#### 1.2.6

By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Authority's due date will relieve the Authority of any obligation to the Bidder, and a different Bidder may be selected.

#### 1.2.7

Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Authority.

#### 1.2.8

The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of noncompliance to the same. The Authority reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

#### 1.2.9

Responses received become the property of the Authority and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

#### 1.2.10 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Document, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### 1.2.11 Prohibited Practices

For the purposes of this bid the Authority,

- (a) defines "Prohibited Practice" to comprise of any or all of the following terms collectively
  - (i) **Corrupt practice** means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to 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 the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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) Save and except as permitted under the Clauses relating to Bid security/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the

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Selection Process or after the issue of the 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 consultant/ adviser of the Authority in relation to any matter concerning the Project;

**Fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (ii) **Coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
  - (iii) **Undesirable practice** means 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;
  - (iv) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and
  - (c) will black-list a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

#### 1.2.12 Cost of Bid

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### 1.2.13 Definitions and Acronyms

"ITB" means Instructions to Bidders,

"BDS" means Bid Data Sheet,

"Paragraph" or "Para" refers to the paragraph number in the ITB or BDS,

"Sub-para" or "Sub-paragraph" refers to the sub paragraph of a para of ITB or BDS,

"Clause" or "Sub-Clause" refer to those in General Conditions of Contract (GCC) or Special Conditions of Contract (SCC),

### 1.3 Eligibility

#### 1.3.1

This invitation for bids is open to service providers of specified in the BDS.

#### 1.3.2

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the BDS.

#### 1.3.3 Deleted

#### 1.3.4

A firm or other entity that is ineligible according to any of the provisions of this bidding documents, may also not participate as a Joint Venture partner, or as Sub-contractor for or supplier of goods,



works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

### **1.3.5**

Bidders shall provide such evidence of their continued eligibility satisfactory to the Client.

## **1.4 Qualifications**

### **1.4.1**

By submission of documentary evidence in its bid, the Bidder must establish to the Client's satisfaction:

- (a) that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification; (For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications;

**Joint Venture Biddings are not permitted.**

## **1.5 Instructions.**

### **1.5.1**

Bidders are encouraged to submit their respective Bids after visiting the site locations and ascertaining for themselves the site conditions, infrastructure and other available resources. The costs of visiting the site or sites shall be borne by the Bidder.

### **1.5.2**

It shall be deemed that by submitting a Bid, the Bidder has:

- (i) Made a complete and careful examination of the Bidding document;
- (ii) Received all relevant information requested from the Authority;
- (iii) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to sub-para in "General Instructions" paragraph ITB;
- (iv) Satisfied itself about all matters, things and information including matters referred to in, necessary and required for submitting an informed Bid, implementation of the Proposal in accordance with the Bidding Document and performance of all of its obligations there under;
- (v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any of the matters refer to General Instructions" paragraph ITB, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the bidder;
- (vi) Agreed to be bound by the undertakings provided by it under and in terms hereof.

### **1.5.3 Deleted**

### **1.5.4 Deleted**

## **2**

### **THE BIDDING DOCUMENTS**

#### **2.1 Contents of Bidding Documents**

##### **2.1.1**

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The Bidding Document comprise the documents listed in the BDS and addenda issued in accordance with "Amendment of Bidding Document" ITB.

### 2.1.2

The bidder is expected to examine the Bidding Document, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Bidding Document, or submission of a bid not substantially responsive to the documents in every respect, will be at the bidder's risk and may result in the rejection of its bid.

### 2.1.3

The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

## 2.2 Amendment of Bidding Document

### 2.2.1

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document details by the issuance of Addenda.

### 2.2.2

Any addendum issued hereunder will be in writing/updated in the official website.

### 2.2.3

In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## 3

### PREPARATION OF BIDS

#### 3.1 Language of bids

##### 3.1.1

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the bidder and the Authority shall be written in English Language.

#### 3.2 Documents Comprising the Bid

##### 3.2.1

The bid submitted by the Bidder shall comprise the following:

- (a) A Bid Form (**Form T1**) completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:
  - (i) Attachment **Form T2**: Bid Security furnished in accordance with "Bid Security" of ITB.
  - (ii) (a) Power of Attorney, duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder;
    - (b) The authorized person of the firm as to sign the Power of Attorney in the prescribed form as a part of contract agreement.
  - (iii) Attachment **Cost of Bidding Documents (Processing fee Rs. 5,000/-)** furnished in the form specified under sub-para 1.1.8 of "Scope of Bid" ITB, in the form of a receipt of Bid Price paid or in the form of a Demand Draft drawn in the favour of the Client (MD, APTIDCO). Should submit original Demand Draft.
- (b) The Technical part attachments consisting of the following:

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- (i) Attachment **Form T3: Bidder's Particulars and Eligibility Criteria** (in the format indicated in Volume II (iv)), duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies the eligibility criteria referred to in "Eligibility" 1.3 ITB and is otherwise eligible to perform the contract if its bid is accepted;
  - (ii) Attachment **Qualifications of the bidder** Documentary evidence establishing to the Authority's satisfaction, and in accordance with ITB "**Qualifications**", that the bidder has the requisite experience to qualify. The Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;
  - (iii) (**Qualification of the Bidder**)-Financial Viability, General Experience Record,, Similar Experience Record, Current Works in Progress
  - (iv) Attachment **Form T7**: Bid process checklist: checklist and declaration to be filled and signed by competent authority
  - (v) EMD in the shape of Demand Draft for **Rs.17,900** (should submit original Demand Draft)
  - (vi) Other Technical Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.
- (c) The Financial part attachments consisting of the following:
- (i) Attachment Form F1: The Price Bid Form and Form F2: Cost (in the format indicated in Volume II, duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of "Bid Prices" ITB.;

### 3.2.2

The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of "Contents of Bidding Documents" paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered.

#### **Note under financial BID :**

The Tenders/RFP quoted more than estimate value will be summarily rejected i.e., should quote within the consultancy estimated value

### 3.2.3 Deleted

### 3.2.4

The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

## 3.3 Bid Prices

### 3.3.1

Unless specified otherwise in the BDS, the contract shall be for all the services referred to in 1.1.1 "Scope of Bid" ITB, based on the price schedules submitted by the bidder as part of the financial bid.

**Quoted rate/fee shall be Exclusive of all GST.**

### 3.3.2

**The agency should quote the price for the services to be rendered as 3<sup>rd</sup> PARTY VERIFICATION per each district and its curtailed units.**

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**Payment will be released to the consultant against completion of each stage and submission reports is also indicated below:-**

### **Breakup of payment per Project**

	<b>APTIDCO - PMAY (U) -AHP- Curtailment of 7496 units- Engagement of 3rd party for conducting verification on - 1. Value of work done 2. Assessment of recovery cost from the work done -in different ULBs of East &amp; West Godavari Districts of Andhra Pradesh -Rajamahendravaram Circle</b>	
1	a) After submission of field Inspection reports (as per annexures 1 to 6 that district .	75% of the agreement rate for that district.
	b) Completion of the work submission of Third inspection reports (as per annexures 1 to 6 and final <b>THIRD PARTY VERIFICATION</b> reports as per package wise and required modifications, reports for approval of the Government in complete shape.	25% agreement rate for each Project.

#### **3.4 Bid Currency**

Prices shall be quoted in Indian Rupees.

#### **3.5 Validity of Bids**

##### **3.5.1**

Bids shall remain valid, at a minimum, for the period specified in the BDS after the deadline date for bid submission prescribed by the Client, pursuant to "Due Date for Submission of Bids" 4.1 of ITB. A bid valid for a shorter period shall be rejected by the Client as non-responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to 4.1.2 of "Due Date for Submission of Bids" para of ITB.

##### **3.5.2**

In exceptional circumstances, prior to expiry of the bid validity period, the Client may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in 3.5.3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to 3.6.2 of "Bid Security" para of ITB.

#### **3.6 Bid Security**

##### **3.6.1**

The bid security is required to protect the Authority against the risk of the bidder's conduct which would warrant the forfeiture of the security, pursuant to 3.6.6 of this paragraph ITB. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

##### **3.6.2**

The Bidder shall furnish as part of its Bid, a Bid Security. The

(a) DD

(b) the time period within which the bid security of the unsuccessful bidders will be returned are as specified in the BDS.

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**3.6.4**

The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in 3.6.6 of this para ITB. The Bidder, by submitting its Bid pursuant to this notification shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the bid data sheet in this Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

**3.6.5**

Unless executed or forfeited pursuant to 3.6.6 of this para ITB, Bid Securities, if any, will be returned, without any interest, as promptly as possible, and within the time period specified at 3.6.2 "Bid Security" ITB.,

- (a) all Bidders upon annulment of the bidding pursuant to "Authority's Right to Accept any Bid or Reject any or all Bids" ITB;
- (b) Bidders refusing a request to extend the period of validity of their bids pursuant to 3.5.2 "Validity of Bids" ITB;
- (c) The successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;
- (d) The unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

**3.6.6**

The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or under the Agreement, or otherwise, under the following conditions

- (a) In case of a **Bidder**
  - (i) If he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the 1.2.11 of "General Instructions" Para ITB, or
  - (ii) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;
- (b) In the case of **Selected Bidder**, if he **fails** within the specified time limit
  - (i) To sign and return the duplicate copy of LOA, or
  - (ii) To sign the Contract agreement pursuant to "Contract Signing" 6.5.1 ITB, or
  - (iii) To furnish the Performance Security within the period prescribed in the agreement, or
  - (iv) Having signed the Contract agreement, commits any breach thereof prior to furnishing the Performance Security.

**3.6.7**

If the successful Bidder fails to sign the Contract in accordance with "Contract Signing and Performance Security" para ITB; or furnish a performance security in accordance with "Contract Signing and Performance Security" 6.5 ITB; the Borrower may, black-list or debar the bidder for a period of time as stated in the BDS from participating in future bids of the Authority.

**3.6.8**

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, in any manner for matters related to or incidental to the implementation of this work during the Bidding Process or subsequent to the

- (i) Issue of the LOA or
- (ii) Execution of the Contract agreement.

In the event any such adviser is engaged by the Selected Bidder, after issue of the **LOA** or execution of the Contract Agreement, for matters related or incidental to the Scheme, then notwithstanding anything to the contrary contained herein or in the **LOA** or the Contract agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there

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under or otherwise, the **LOA** or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this bid notification. Nor will this disqualification apply where such adviser is engaged after a period of three years from the date of operation of this Proposal/Assignment.

### **3.7 Sealing and Marking of Bids**

#### **3.7.1**

The bidder shall seal the original copy of the bid duly marking the envelope as "**ORIGINAL**". **The technical bid and financial bid shall be in two separate envelopes. The financial bid cover should contain only financial proposal and balance documents kept in Technical Bid cover.** The envelopes shall then be sealed in an outer envelope.

#### **3.7.2**

The inner and outer envelopes shall

- (a) be addressed to the Authority at the address provided at 1.1.6 "Scope of Bid" paragraph ITB;
- (b) bear the name and identification of the contract as defined in the BDS; and
- (c) Provide a warning not to open before the specified time and date for bid opening.

#### **3.7.3**

In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to "Late Bids" 4.2 ITB, and for matching purposes under "Modifications, Substitution and Withdrawal of Bids" 4.3 ITB.

#### **3.7.5 Receipt of Bids**

The Authority shall receive Bids pursuant to this Bidding Document in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this bid notification, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified for submission of Bids (the "Bid Due Date") in the 1.2.3 "Scope of Bid" BDS.

## **4 SUBMISSION OF BIDS**

### **4.1 Due Date for Submission of Bids**

#### **4.1.1**

Bids must be received by the Authority at the address specified in "Sealing and Marking of Bids" 3.7 ITB, no later than the Bid Due Date. A receipt thereof should be obtained from the authorized person of the Authority.

#### **4.1.2**

The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with "Amendment of Bidding Documents" 2.3 ITB in which case all rights and obligations

### **4.2 Late Bids**

#### **4.2.1**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **5 .BID OPENING AND EVALUATION**

### **5.1 Opening of Bids**

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**5.1.2** Technical bids shall be opened initially for the pre qualification of bids.

**5.1.3** Bids that are not opened shall not be considered for further evaluation, under any circumstances.

**5.1.4** After the technical evaluation is completed, the financial bids of all the qualified bidders will be opened (in the presence of the qualified bidders) who are presented if no bidder presented the financial bids will be opened at the scheduled date and time.

## **5.2 Confidentiality**

### **5.2.1**

The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document or any information provided along therewith.

### **5.2.2**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities or any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### **5.2.3 Deleted.**

### **5.2.4**

Any effort by a bidder or its agents to influence the Authority's evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, may result in the invalidation of its bid and the forfeiture of its bid security, pursuant to 3.6.6 of "Bid Security" ITB.

## **5.3 Clarifications**

### **5.3.1**

To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with "Preliminary Examination of Bids" 5.4 ITB.

### **5.3.2**

If the Bidder does not provide clarifications sought for under 5.3 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **5.4 Preliminary Examination of Bids**

### **5.4.1**

Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

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- (a) it is complete;
- (b) the documents have been properly signed;
- (c) it is accompanied by the required bid securities;
- (d) it is substantially responsive to the requirements of the bid documents; and
- (e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to 5.4.4 of this para ITB.

#### **5.4.2**

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Client. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected this will be considered as invalidating its bid and the bid security may be forfeited pursuant to 3.6.6 of "Bid Security" para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/ items this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with 3.5.3 of this para ITB, the bid price will be adjusted for such omission in accordance with 5.5.2(c)(iv) "Evaluation and Comparison of Bids" para ITB for evaluation purposes only.

#### **5.4.4**

Prior to the detailed evaluation, the Client will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:

- (a) which affects in any substantial way the scope, quality, or performance of the contract;
- (b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority's rights or the bidders' obligations under the contract; or
- (c) the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

#### **5.4.5**

Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- (a) The Technical Bid is received in the form specified in "Documents Comprising the Bid" and "Sealing and Marking of Bids" 3.7 ITB;
- (b) It has been received by the Bid Due Date or its extended due date;
- (c) It contains all the information (complete in all respects) as requested in the Bidding Document;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

### **5.5 Evaluation and Comparison of Bids**

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**5.5.1**

The method of selection adopted is as given in **BDS**.

**5.5.2 Deleted.****5.5.3 Evaluation Process Flow**

This is a two-step selection process (in which the Bidder has to submit the bids in two separate envelopes at the time of submission of bids). The process is as given below.

**5.5.4 Evaluation of Eligibility Criteria**

- (a) Bids submitted by all the bidders would be scrutinized for eligibility as per the 'Eligibility Criteria' specified in "Eligibility" ITB. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- (b) Successful bids out of this stage would be considered for technical evaluation. Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria.

**5.5.5 Technical Evaluation**

- (a) The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.

**(b) Technical bids would be evaluated based on the technical eligibility criteria.**

**5.5.6 Commercial Evaluation**

- (i) In this phase, the Commercial Bids of the Bidders, who are found technically qualified as stated above in previous phase, will be taken for commercial evaluation.
- (ii) The date for opening of commercial bids will be separately notified in the website of the Authority.
- (iii) The lowest quoted bid from qualified technically bids will be selected for recommendations for approval**

**5.5.7 Final Selection of the Eligible Bidder**

The Bidder will be selected subject to all the terms and conditions defined in this Bidding Document for further discussion prior to finalizing contract.

**6 POST QUALIFICATION AND AWARD OF CONTRACT****6.1 Post Qualification****6.1.**

The Client will determine at its own cost and to its satisfaction whether the Bidder (including for which the "Qualifications" Para of BDS permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with "Qualifications" of ITB.

**6.2 Authority's Right to accept any Bid or Reject any or all Bids****6.2.1**

Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

**6.2.2**

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons. The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:

- (a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or

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- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the LOA or has entered into the Contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder.

In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Agreement, or otherwise. In the event of the selected bidder being disqualified / rejected.

### **6.2.3**

The Bidder must submit the response exactly in the formats mentioned in this Bidding document and same should be precise. No irrelevant information shall be provided. All the credentials, claimed in the response, must be accompanied with necessary proofs. The

Authority would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.

### **6.2.4 Deleted.**

### **6.2.5**

Authority reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

### **6.2.6**

Conditional and qualified bid is liable for rejection as a non-responsive Bid.

### **6.2.7**

Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this document; And Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

### **6.2.8**

Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, Authority shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

### **6.2.9**

The Authority may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of the Authority contains any false or misleading claims or statements. The Authority shall not be liable to any person for excluding or rejecting any such proposals

## **6.3 Award Criteria**

### **6.3.1**

Subject to "Authority's Right to Accept any Bid or Reject any or all Bids" paragraph of ITB, the Authority will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Document and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in "Post Qualification" 6.1 of ITB.

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### 6.3.2

The Authority reserves the right at the time of award of the contract to increase or decrease the quantity of works and/or services specified in the Work, up to the percentage specified in the BDS, without change in the unit prices for such works and/or services, or other terms and conditions.

## 6.4 Award Notification, and Contract Signing

### 6.4.1 Award Notification

- (a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by Mail, confirmed by registered letter, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the contractor in consideration of the execution and completion of the contract.
- (b) The notification of award (hereinafter called "the Letter of Acceptance") will constitute the formation of the contract.
- (c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the bid due date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

## 6.5 Contract Signing, and Performance Security

### 6.5.1 Contract Signing

- (a) The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.
- (b) Within period prescribed at sub-paragraph 6.4.1(c) of this para of ITB of receipt of the LOA the bidder shall attend the office along with the required performance security and sign the contract agreement.

### 6.5.2 Performance Security

- (a) Within the period prescribed at sub-paragraph 6.4.1(c) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a performance security in accordance with the Conditions of Contract and in the form due date in the BDS or in another form acceptable to the Authority.
- (b) Failure of the successful bidder to comply with the requirements of 6.4 "Contract Signing and Performance Security" ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- (c) The Performance Security has to be paid at the time of agreement of **Rs.45,000/-** and be submitted in the shape of **Demand Draft** in favour of MD, APTIDCO in any national bank and kept for 1 year 2 months (i.e., 14 months).

## 6.6 Dispute Resolution Procedure

The method of dispute resolution is as indicated in the BDS and the Conditions of Contract.

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**VOLUME III**  
**BID DATA SHEET (BDS) AND**  
**FORMS**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**BID DATA SHEET****1.1.2**

**Title:** APTIDCO – PMAY (U) –AHP- Curtailment of 7496 units-Engagement of 3rd party for conducting verification on – 1. Value of work done 2. Assessment of recovery cost from the work done –in different ULBs of East & West Godavari Districts of Andhra Pradesh -Rajamahendravaram Circle – as defendant in Vol-1 Scope.

**Brief Description of Services:** The 3rd PARTY VERIFICATION duly conducting field inspections, verification records, and submit reports as per the APTIDCO requirement in the given format.

**1.1.3**

Schedule of Bidding process (with timelines wherever applicable)	Date & Time
Schedule download start date & Time	09.06.2022 @ 14:00 Hrs
Schedule download closing Date & time	16.06.2022 @ 14:00 Hrs
Proposal submission closing Date & time	16.06.2022@ 16:00 Hrs
Technical Proposal Opening Date (Technical Bid stage)	17.06.2022@ 11:30 Hrs
Financial Bid Opening	21.06.2022@ 15:00 Hrs

The RFP would be available at the APTIDCO website [www.aptidco.com](http://www.aptidco.com)

Any subsequent notifications, changes and amendments in the assignment/documents would be posted only on the website.

**1.1.4**

**Time period for completion of the project:** The Consultancy shall be for a period of 2 months from the “effective date” (Date of Signing of Contract). Subsequent extension of time period shall be as per clause 1.1.5 below.

**1.1.5**

**Extension of time period:** The contract shall be extended by a duration limited to of 2 months period, subject to approval by the Authority (MD).

**1.1.6****Authority's address:**

Andhra Pradesh Township & Infrastructure Corporation Ltd (APTIDCO),

O/o DEPUTY CHIEF TECHNICAL OFFICER- APTIDCO,  
# 113-3-643, AP Housing Board Colony,  
Lalacheruvu,  
Rajamahendravaram -533 106  
Andhra Pradesh, India

**Website:** [www.aptidco.com](http://www.aptidco.com)

**1.1.7**

**Website:** [www.aptidco.com](http://www.aptidco.com)

**1.1.8**

**Bid Processing Fee:** Rs. 5,000/- in the shape of D.D. drawn in the name of Managing Director, APTIDCO.

**1.2 Deleted**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

### 1.3. Eligibility Requirement for Third Party Verification.

1. Government Engineering Colleges/Universities/ IIT/Government of Andhra Pradesh Agencies/ Government of India consulting Agencies/ GoI Undertakings consulting agencies.
2. Technical:
  - i. Firm should have minimum 3 years continuous experience in the last 5 years.
  - ii. Firm should have extended 3rd Party Verification service for similar nature of works like conducting Q.C verification, DPR preparation, execution in civil works for the consultation charges value of Rs. 9.00 Lakhs each to minimum of 2 projects.
  - iii. Firm should have minimum of 6 member Engineers / experts.
3. Financial:
  - i. The firm should have turnover about Rs.18.00 Lakhs in any one year for the last 5 years certified by Chartered Accountant.
  - ii. The firm should have rendered 3rd Party Verification service for similar nature of works like conducting Q.C verification, DPR preparation, execution in civil works for the consultation charges value of Rs. 18.00 Lakhs in any one financial year for the last 5 years.
4. PAN card copy, Submission of latest Income Tax returns filed along with proof of receipt.
5. GST registration Certificate and latest GST clearance/VAT clearance certificate.
6. EMD of **Rs. 17,900/-** should be submitted in the form of Demand Draft (original).
7. Processing Fee – Rs. 5,000/- be submitted in the form of Demand Draft (original).

**Note: Technical and financial Experience should be in works taken in State Government/ Central Government/Govt. undertakings are only considered for eligibility. Experience Certificate be enclosed with authorities signature and seal.**

#### 1.3.2.4 Price Bid Proposal:

The agency should quote the price for the services to be rendered as 3rd Party Verification district wise excluding GST.

The payment will be done as per the progress of work and as per no. of units done in that ULB and proportionate amount quoted for that district and for the no. of units curtailed in that district to the Project cost Brake up payment.

#### 1.3.2.5 Deleted

#### 2.1.1

**Bidding Documents:** Refer to "Bid Forms"

#### 2.1.2

**Period of validity:** The bid validity date, as extended, if applicable shall be 90 days.

#### 2.1.3

- (a) **Amount of Bid Security** is Rs. 17,900/-
- (b) **Form of Bid Security** shall be Demand Draft in favour of Managing Director, APTIDCO from a scheduled Bank.
- (c) **Period of validity** the bid validity date 3 months from the date of submission.
- (d) **The time period** within which the bid security of the unsuccessful bidders will be returned is 120 day or finalization of bids whichever is earlier.

#### 2.1.4(a)

For the purposes of this bid the Authority will blacklist a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

### **Opening of Bids**

**Time and Date:** Refer to 1.1.3

**Place:**

Andhra Pradesh Township & Infrastructure Corporation Ltd (APTIDCO),  
O/o DEPUTY CHIEF TECHNICAL OFFICER- APTIDCO,  
# 113-3-643, AP Housing Board Colony,  
Lala Cheruvu,  
Rajamahendravaram -533 106  
Andhra Pradesh, India

### **3.0**

#### **3<sup>rd</sup> PARTY VERIFICATION Services:**

This termed as "**3<sup>rd</sup> PARTY VERIFICATION Fee**" would cover all the expenses pertaining to the delivery of services including, but not limited to, cost of key personnel, TA, DA sub-consultants, cost of support staff and out-of-pocket expenses.

The agency should quote the price for the services to be rendered as 3<sup>rd</sup> PARTY VERIFICATION per district and its curtailed units.

#### **3.1.1**

Minimum qualification criteria: Refer to 1.3.1 of BDS

#### **3.1.2 (a)**

**Time period for signing the contract:** The Bidder to sign the contract agreement within a period of 14 days from the date of issue of LOA.

**Tender who have quoted more than estimate rate will not be considered and it will be rejected.**

Contractor

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APTIDCO Circle, Rajamahendravaram

**BID FORMS**

**Form T1: Letter of BID**

(On Bidder's letter head)

Date:.....  
...

Name of Contract:.....

To:

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [specify scope of the contract] under the above named Contract in full conformity with the said bidding documents for the sum specified in financial bid form or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide a performance security in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [ specify number ] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [ ] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

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

(Signature)

In the capacity of

(Position)

Duly authorized to sign this bid for and on behalf of

(Name of bidder)

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram



**Form T2: Bid Security – Demand Draft in the name of MD,APTIDCO to be submitted.**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**Form T3: Bidder's Particulars and Eligibility Criteria**

Title of Bidder	
Whether bidder is applying as Sole Firm.	
Name of the Company	
Registered office of the Company	
Firms Registration Number and Validity:	
Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):	
Registered address:	
Year of Incorporation:	
Year of commencement of Company/ Agency	
Brief description of the Company including details of its main lines of business	
Name, designation, address and phone numbers of authorized signatory of the Bidder	
Name: Designation: Company: Address:	
Company:	
Phone No.:	
Address:	
E-mail address:	

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APTIDCO Circle, Rajamahendravaram

**2. Please State the following correctly:**

(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes/No
(iii) Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last five years?	Yes/No

**Note: If answer to any of the questions at (i) to (iv) is yes, the Bidder is not eligible for this Work.**

**3. Documents required**

The below documents have to produced by the bidder.

:

1. Registration document / Certificate of Incorporation –

The relevant documents have to be attached and ticked above.

2. PAN card copy, Submission of latest Income Tax returns filed along with proof of receipt.
3. GST registration Certificate and latest GST clearance/VAT clearance certificate.
4. Certificate for the points given in Vol- I , 1.3 selection process.
5. Technical and Financial eligibility certificates and their consolidated statements.
6. T3, T4 & T5 should be enclosed duly filling required information and signed.

**4. Details of Demand Draft/ DD:**

- (a) Towards the Bid Security amount Rs. 17,900/-: In the Shape of Demand Draft addressed to the Managing Director, APTIDCO.
- (b) Towards the Bid processing fees Rs. 5,000/- : In the Shape of Demand Draft addressed to the Managing Director, APTIDCO.

Date:

Signature and Seal of Authorized

Person

Place:

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**Form T4: Experience Record (Technical & Financial)**

Name of Bidder	
Use a separate sheet for each contract	
1	Number of contract
	Name of contract
	Client certificate provided?
2.	Name of Client
3	Client's Address
4	Project name
5	Contractor role (check one)
6	Details for submitted Building projects (to cover all details as sought in the RFP) - Built up Area - Evidence of Built up Area (reference to client certificate / document)
7	Amount of the total/contractor/ (at completion, or at date of award for current contracts)
8	Total contract: Rs.
9	Date of award/Completion
10	Contract was completed months ahead/behind original schedule (if behind, provide explanation)
11	Contract was completed Rs ..... Lumpsum under/over original contract amount (if over, provide explanation)
12	Indicate the approximate present total contract value of work undertaken if any, and the nature of such work.

**\* Experience certificate be enclosed with client authorities signature and seal duly showing the requirements of eligibility as shown in Vol – II, 1.3 eligibility requirement.**

**\* Note: Technical and financial Experience should be in works taken in State Government/ Central Government/Govt. undertakings are only considered for eligibility.**

Contractor

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APTIDCO Circle, Rajamahendravaram

## Form T5: Personnel Capabilities

### Name of the Bidder

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1	Title of position
	Name of prime candidate
2	Title of position
	Name of prime candidate
3	Title of position
	Name of prime candidate
4	Title of position
	Name of prime candidate

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APTIDCO Circle, Rajamahendravaram

**Form T6: Bid process checklist**

A	<b>Provided Client certificates required for eligibility?</b>
B	<b>Provided Client certificates required for qualification?</b>
C	<b>Provided CVs of Key Personnel duly signed by Authorized signatory?</b>

I hereby agree that I have submitted all the requisite documents for the bid process evaluation. I understand that the Technical evaluation Committee is not liable to provide any score for any criteria that is not substantiated and supported by Client certificates or other documents specified.

Authorized  
signatory

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**Form F1: Price Bid Form**

[Location, date]

To:

Sir,

We the under signed, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our attached financial proposal is for the rate per the District and its curtailed units 3<sup>rd</sup> Party Verification is exclusive of the GST, etc. Period of 3<sup>rd</sup> Party Verification.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e.,[date].

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized signatory:

Name and Title of Signatory:

Name of Firm:

Address:

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

**Form F2: Cost**

Name of the Bidder:

Authorized Signatory of the Bidder:

Third Party Verification System

S. No.	Description of item	Unit	Rs. /- per each district and its curtailed units	
			Estimate Rate	Quoted Rates (in Rs.) In figures & words
		District (no.of curtailed units)	—	
	APTIDCO - PMAY (U) -AHP- Curtailment of 7496 units-Engagement of 3rd party for conducting verification on - 1. Value of work done 2.	East Godavari District (1960 units)	4,81,500	
	Assessment of recovery cost from the work done -in different ULBs of East & West Godavari Districts of Andhra Pradesh -Rajamahendravaram Circle	West Godavari District (5536 units)	13,05,000	

**Note :**

**The Tenders/RFP quoted more than estimate value will be summarily rejected i.e., should quote within the consultancy estimated value**

**Price Bid**

3<sup>rd</sup> Party Verification rate has to quote for the District (no. of curtailed units)

Quoted rate/fee shall be exclusive of GST. The GST will be paid as per the prescribed % of Government.

Signature

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram



**VOLUME IV**  
**CONDITIONS OF CONTRACT**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

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Contractor

Deputy Chief Technical Officer  
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**CONTRACT FOR PROVISION OF SERVICES**  
**[INSERT: THE NAME OF THE SERVICES]**

Between

Andhra Pradesh Township & Infrastructure Development Corporation Ltd.

And

[Insert: name of Consultant(s)]

Dated: \_\_\_\_\_.

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made the [insert: ordinal] day of [ insert: month ], [ insert: year ]. BETWEEN

1. (insert: Name of Client), a (insert: name of Client) of the Government of Andhra Pradesh, and having its principal place of business at (insert: address of Client) (hereinafter called "the Client"), and

2. (insert: name of Consultant], a corporation incorporated under the laws of [insert: country of Consultant] and having its principal place of business at [insert: address of Consultant] (herein after called "the Consultant").

Or

WHEREAS

(A) The Client desires to engage the Consultant to provide the following Services [insert: brief description of the Services] "the Services" or "the Work"; and

(B) The Consultant, having represented to the Client that they have the required infrastructures, professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement;

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (iii)) The following documents shall constitute the Contract between the Client and the Consultant, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) [Add here: any other documents]

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Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## 1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

## 1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

## Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1(a) (xi) and GCC Clause "Price") The Client hereby agrees to pay to the Consultant the Contract Price in consideration of the performance by the Consultant of its obligations under the Contract. The Contract Price shall be [insert: amount in words], [insert: amount in figures], as specified in the Price Schedule. The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, excluding the GST taxes.

## Article 3. Effective Date

3.1 Effective Date (Reference GCC Clause 1.1 (e) (vi)) The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- a) This Contract Agreement has been duly executed for and on behalf of the Client and the Consultant;
- b) The Consultant has submitted to the Client the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;
- c) Specify here: any other conditions, for example, opening/confirmation of letter of credit. Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Consultant, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

## Article 4. Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

### APPENDIXES

Appendix 1. The Work (Description of the Services/Requirements implementation schedule)

Appendix 2. Project Plan (delivery schedule to be included)

Appendix 3. Personnel

Appendix 4. Deleted

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Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

Appendix5.Deleted

Appendix 6. Price Schedules

IN WITNESS WHEREOF the Client and the Consultant have caused this Agreement to be duly executed by their authorized representatives the day and year first above written. For and on behalf of the Client

Signed:

in the capacity of [ insert: title or other appropriate designation ] in the presence of  
For and on behalf of the Consultant

Signed:

in the capacity of [ insert: title or other appropriate designation ] in the presence of

CONTRACT AGREEMENT dated the [insert: number] day of [insert: month], [insert: year]  
BETWEEN [insert: name of Client], "the Client" and [insert: name of Consultant], "the  
Consultant"

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## **General Provisions and Interpretation**

### **1.1 Definitions**

#### **1.1.1 General**

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

- (i) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract SCC, as they may be issued and in force from time to time.
- (ii) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (iii) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (iv) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (v) "Contract Price" means the price payable to the Consultant as specified in the Contract agreement, Subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- (vi) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
- (vii) "Day" means a working day unless indicated otherwise.
- (viii) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1
- (ix) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (x) "Foreign Currency" means any currency other than the currency of the Client's country.
- (xi) "GCC" means these General Conditions of Contract.
- (xii) "Government" means the Government of the Andhra Pradesh or Government of India.
- (xiii) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (xiv) "Local Currency" means the currency of the Client's country.
- (xvi) Deleted.
- (xvii) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (xviii) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (xix) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix 1 hereto.
- (xx) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

- (xxi) "Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.
- (xxii) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned

### 1.1.3 Scope

- (i) "Confidential Information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Consultants, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).
- (ii) "Deliverables" means the products, infrastructure and services specifically developed for "Andhra Pradesh Township & Infrastructure Development Corporation" and agreed to be delivered by the Consultant in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.
- (iii) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Consultant is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Consultant's Equipment.
- (iv) "Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flowcharts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.
- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Consultant under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.
- (vi) "Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.
- (vii) "The Project Plan" means the document to be developed by the Consultant and approved by the Client, pursuant to GCC 6.1, based on the requirements of the Contract and the Preliminary Project Plan included in the Consultant's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with GCC 6.1 Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (viii) "Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.
- (ix) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.
- (x) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into



computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

- (xi) "Consultant's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Consultant.

#### **1.1.4 Activities**

- (i) "Delivery" means the transfer of the Goods or Services from the Consultant to the Client specified in the Contract.
- (ii) "Personnel" means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

#### **1.1.5 Place and Time**

- (i) "Day" means calendar day of the English Calendar.
- (ii) "Week" means seven (7) consecutive Days, beginning Monday.
- (iii) "Month" means calendar month of the English Calendar.
- (iv) Title means twelve (12) consecutive Months.
- (v) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1
- (vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Client and Consultant in relation to the Work, as specified in the SCC.
- (vii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

## **1.2 Interpretation**

### **1.2.1 Contract Documents**

Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

### **1.2.2 Governing Law**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.2.3 Governing Language**

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

### **1.2.4 Relation between the parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.2.5 Singular and Plural**

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

### **1.2.6 Headings**

The headings shall not limit, alter or affect the meaning of this Contract. Persons Words importing persons or parties shall include firms, corporations, and government entities.

### **1.2.7 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.

### **1.2.8 Amendment**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

### **1.2.9 Independent Consultant**

The Consultant shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete Monitoring of the Consultant and shall not be deemed to be employees of the Client, and nothing contained in the Contract or in any Subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Client.

### **1.2.11 Location**

The Services shall be performed at such locations as are specified in Appendix 1 here to and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

### **1.2.12 Non waiver**

- (a) Subject to GCC 1.2.12 (b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### **1.2.13 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **1.2.14 Fairness And Good Faith**

- (a) Good Faith

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

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 "Dispute Settlement" 1.5 clause GCC hereof.

### **1.3 Representatives**

**(a) Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

**(b) Trust of Member in charge**

In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

#### **1.3.1 Project Manager**

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Client shall appoint and notify the Consultant in writing of the name of the Project Manager. The Client may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Consultant without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Consultant. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Client on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Client pursuant to "Notices" 1.4 Clause GCC.

#### **1.3.2 Consultant's Representative**

- (a) If the Consultant's Representative is not named in the Contract, then within fourteen [14] days from the Effective Date, the Consultant shall appoint the Consultant's Representative and shall request the Client in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Consultant's Representative. If the Client does not object to the appointment within fourteen [14]\* days, the Consultant's Representative shall be deemed to have been approved. If the Client objects to the appointment within fourteen [14] days giving the reason therefore, then the Consultant shall appoint a replacement within fourteen [14] days of such objection in accordance with the Sub-Clause 1.3.2(a) of this Clause GCC.
- (b) Subject to the extensions and/or limitations specified in the SCC (if any), the Consultant's Representative shall have the authority to represent the Consultant on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Consultant pursuant to "Notices" 1.4 Clause GCC.

- (c) The Consultant shall not revoke the appointment of the Consultant's Representative without the Client's prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Consultant shall appoint another person of equal or superior qualifications as the Consultant's Representative, pursuant to the procedure set out in 1.3.2(a) of this Clause GCC.
- (d) The Consultant's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Consultant's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause 1.3.2(e)) of this Clause GCC shall be deemed to be an act or exercise by the Consultant's Representative.

### **1.3.3 Objections and Removals**

If the Client finds that any of the staff/Engineering has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of staff/Engineering is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed staff/Engineering shall possess better qualifications and experience and shall be acceptable to the Client.

#### **Replacement**

Except as the Client may otherwise agree,

- (i) The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

### **1.4 Notices**

#### **1.4.1**

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause 1.4.3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

- (a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2\*) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.
- (b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10\*) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.
- (c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- (d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

#### **1.4.2**

Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

#### **1.4.3**

Pursuant to "Representatives" 1.3 Clause GCC, notices from/to the Client are normally given by, or addressed to, the while notices from/to the Consultant are normally given by, or addressed to, the Consultant's Representative, or in its absence its deputy if any. If there is no appointed or Consultant's Representative (or deputy), or if their related authority is

limited by the sub-clause 1.3.1 or "Representatives" 1.3.2(b) of "Representatives" 1.3 Clause of SCC for GCC, or for any other reason, the Client or Consultant may give and receive notices at their fallback addresses. The address of the and the fallback address of the Client are as specified in the SCC or as subsequently established/amended. The address of the Consultant's Representative and the fallback address of the Consultant are as specified in SCC of the Contract Agreement or as subsequently established/amended.

## **1.5 Dispute Settlement**

### **1.5.1 Dispute and Mutual Consultation**

The Parties shall seek to resolve any dispute amicably by mutual consultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen [14\*] days after receipt. If that Party fails to respond within fourteen [14\*] days, or the dispute cannot be amicably settled within fourteen [14\*] days following the response of that Party.

### **1.5.2 Arbitration**

(a) Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## **1.6 Copyright, Confidential Information and Ownership**

### **1.6.1 Copyright**

As applicable, the Client's and Consultant's rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Client. The Consultant shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Client may consider necessary or desirable to perfect the right, title, and interest of the Client in and to those rights. In respect of such deliverable, the Consultant shall ensure that the holder of a moral right in such an item does not assert it, and the Consultant shall, if requested to do so by the Client and where permitted by applicable law, ensure that the holder of such a moral right waives it.

### **1.6.2 Confidential Information**

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

### **1.6.3**

For the purposes of sub-clause 1.6.2 of this clause GCC, the Consultant is also deemed to be the Receiving Party of Confidential Information generated by the Consultant itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Consultants, employees, or other contacts of the Client or the Client's use of the deliverables.

### **1.6.4**

### **1.6.5**

The ownership of the deliverables and other Services or Goods shall be transferred to the Client at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

## **GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS**

### **2.1 Time Guarantee and Liquidated Damages Trigger**

#### **2.1.1 Guarantee**

The Consultant guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 6.1, or within such extended time to which the Consultant shall be entitled under GCC Clause 3.1.5 (Extension of Time).

#### **2.1.2 Triggering of Liquidated Damages**

**Deleted**

### **2.2 Service Conformity Guarantee and Performance Security Trigger**

#### **2.2.1**

The Consultant guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Client's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The Consultant acknowledges that GCC Clause 6.2.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.

#### **2.2.2**

If, for reasons attributable to the Consultant, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Consultant shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Consultant shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.

#### **2.2.3**

If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 4.3, and forfeiture of the Consultant's Performance Security in accordance with GCC Clause 4.3 in compensation for the extra costs and delays likely to result from this failure.

### **2.3 IPR Warranty and Indemnity**

#### **2.3.1 IPR Warranty**

The Consultant hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Client to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Consultant shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.

#### **2.3.2 IPR Indemnity**

**Deleted**

### 2.3.3

Such indemnities shall not apply if any claim of infringement

- (a) Is asserted by a parent, subsidiary, or affiliate of the Client's organization;
- (b) Is a direct result of a design mandated by the Client's Requirements and the possibility of such infringement was duly noted in the Consultant's Proposal or Bid;

### 2.3.4

If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in Sub-clause 2.3.2 of this clause GCC, the Client shall promptly give the

Consultant notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Consultant fails to notify the Client within twenty-eight [28\*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Consultant has so failed to notify the Client within the twenty-eight [28\*] days, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim and shall be reimbursed by the Consultant for all reasonable expenses incurred in so doing. **Unless otherwise specified in the SCC**

### 2.3.5

The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Consultant in connection with this Contract by the Client or any persons (other than the Consultant) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the Consultant's breach of sub-clause of this clause GCC. Such indemnity shall not cover

## 2.4 Limitation of Liability

### 2.4.1

- (a) Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- (b) The Consultant shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the Client; and the Consultant shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.
- (c) The aggregate liability of the Consultant to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Consultant to indemnify the Client with respect to intellectual property rights infringement.

### 2.5 Deleted

## **2.6 Deleted.**

## **2.7 Force majeure**

### **2.7.1**

"Force Majeure" means an event which is beyond the reasonable Monitoring of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or 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 Experts, Sub-consultants or agents or employees, or
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

### **2.7.2 No Breach of Contract**

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

### **2.7.3 Measures to be Taken**

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen [14\*] calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 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.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either

- (a) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC Clause 1.5.

### **2.7.4**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram



The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 3.1.6.

#### **2.7.5**

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract;
- (b) (Subject to GCC Clauses Clause 3.1.3, and Clause 3.1.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

#### **2.7.6**

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty [60\*] days or an aggregate period of more than one hundred and

twenty [120\*] days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other. **Unless otherwise specified in the SCC.**

#### **2.7.7**

In the event of termination pursuant to GCC Clause 3.1.6, the rights and obligations of the Client and the Consultant shall be as specified in GCC "Termination" Clause 3.2.

#### **2.7.8**

Notwithstanding GCC Clause 3.1.5, Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Contract.

## **TERM, TERMINATION AND MODIFICATION OF CONTRACT**

### **3.1 Term**

#### **3.1.1 Effectiveness of contract**

This Contract shall come into force from the date of agreement concluded.

#### **3.1.2 Commencement of Services**

The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

#### **3.1.3**

The Consultant shall commence work within the period specified at Sub-clause 3.1.2 of this clause GCC, and the Consultant shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

#### **3.1.4**

The Consultant shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Consultant shall be entitled under GCC Clause 3.1.5(Extension of Time).

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

### **3.1.5 Extension of time**

The time(s) specified in the Schedule of Implementation shall be extended if the Consultant is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following

- (a) Any occurrence of Force Majeure as provided in GCC Clause "Force Majeure" 2.7;
- (b) Default of the Client; or
- (c) Any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant.

### **3.1.6**

Except where otherwise specifically provided in the Contract, the Consultant shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance.

As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client's estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 1.5.

### **3.1.7**

The Consultant shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## **3.2 Termination Deleted**

## **3.3 Modification**

### **3.3.1 Permitted Modifications**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation 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 or variation made by the other Party.

In cases of substantial modifications or variations, the prior written consent of the Authority's is required.

### **3.3.2 Introducing a Change**

Client shall have the right to propose, and subsequently require, the Project Manager to order the Consultant from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called "Change"), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Consultant.

### **3.3.3**

The Consultant may from time to time during its performance of the Contract propose to the Client (with a copy to the Project Manager) any Change that the Consultant considers

necessary or desirable to improve the quality or efficiency of the Service. The Client may at its discretion approve or reject any Change proposed by the Consultant.

### **3.3.4**

Notwithstanding Sub-clause 3.3.2 and Sub-clause 3.3.3 of this clause GCC, no change made necessary because of any default of the Consultant in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.

### **3.3.5 Assignment**

Neither the Client nor the Consultant shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Consultant shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

## **PAYMENT**

### **4.1 Price**

The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

### **4.2 Payment Terms**

#### **4.2.1**

The Contract Price shall be paid in Indian Rupees as specified in the SCC.

a) Retention:

- i) The department shall retain from each payment due to the contractor @ the rate of 7.5% of bill amount until completion of the whole of the works.
- ii) On completion of the whole of the works (5%) of the total amount retained will be re-paid to the consultant/contractor and balance (2 ½%) will be paid after 1 year subject to condition if any defects are not found in the consultancy.

b) Income Tax will be deducted from the bills as per norms.

c) GST will paid extra.

#### **4.2.2 Deleted.**

#### **4.2.3 Deleted.**

#### **4.2.4 Deleted**

#### **4.2.5 Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension.

- (i) Shall specify the nature of the failure, and
- (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **4.3 Securities**

### **4.3.1 Issuance of Securities**

The Consultant shall provide the securities specified below in favour of the Client at the times and in the amount, manner, and form specified below.

### **4.3.2 Deleted**

### **4.3.3 Performance Security**

- (a) The Consultant shall, within fourteen [14\*] days of the LOA and award, conclude the agreement for agreed.
- (b) The security shall be a Demand Draft in the form provided in performance security in the shape of Demand draft in favor of MD/APTIDCO has to be submitted, or it shall be in another form acceptable to the Client.
- (c) The security shall automatically become null and void once all the obligations of the Consultant under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Consultant no later than twenty-eight (28) days after its expiration.

## **4.4 Deleted**

## **RESPONSIBILITIES**

### **5.1 Consultant's Responsibilities**

#### **5.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

The Consultant shall employ and provide such qualified and experienced person/engineering as are required to carry out the Services.

The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**5.1.2 Deleted.**

**5.1.3 Deleted**

**5.1.4 Deleted.**

**5.1.5 Deleted.**

**5.1.6 Deleted.**

**5.1.7 Deleted.**

Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**7.1.8 Deleted**

7.1.9

**5.2 Client's Responsibilities**

Unless otherwise specified in the SCC, the Client shall use its best efforts to

**5.2.1 Deleted**

**5.2.2 Deleted**

**5.2.3 Deleted**

**5.2.4 Deleted**

**5.2.5 Deleted**

**5.2.6 Deleted**

**5.2.7 Access to facilities**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services.

**6 SUBJECT OF CONTRACT**

**6.1 Project Plan**

**6.1.1**

In close cooperation with the Client and based on the Preliminary Project Plan included in the Consultant's proposal/bid, the Consultant shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.

**6.1.2**

The Progress and other reports specified in the SCC shall be prepared by the Consultant and submitted to the Client in the format and frequency specified in the Requirements.

**6.1.3**

The Consultant shall formally present to the Client the Project Plan in accordance with the procedure specified in the SCC.

**6.1.4**

The Consultant shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

**6.2 Documents Approval**

**6.2.1 Instructions and Specifications**

(a) The Consultant shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

**6.2.2 Deleted.**

**6.2.3 Approval/Review of Documents by the Team Leader.**

(a) The Consultant agency shall prepare and furnish to the district Technical Officer as per as specified in the SCC for approval or review. Any part of the Service covered by or

related to the documents to be approved by the Technical Officer shall be confirmed by the Deputy Chief Technical Officer approval of these documents.

- (b) The Consultant shall not depart from any approved document.

#### **6.2.4 Inspection**

The Client or its representative shall have the right to inspect works/activities, at any location.

#### **6.2.5**

The Client shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the SCC.

### **6.3 Personnel**

#### **6.3.1 Description of personnel**

The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix 2.

If required to comply with the provisions, adjustments with respect to the estimated time input of Key Experts set forth in Appendix 2 may be made by the Consultant by a written notice to the Client, provided

- (i) That such adjustments shall not alter the original time-input estimates for any individual by more than 10 percentage or one week, whichever is larger; and
- (ii) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth.

If additional work is required beyond the scope of the Services specified in Appendix 1, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth, the Parties shall sign a Contract amendment.

#### **6.3.2 Replacement of personnel**

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable Monitoring of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration

#### **6.3.3 Approval of personnel**

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-two [22\*] days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience. unless otherwise specified in the SCC

#### **6.3.4 Removal and / or Replacement of personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable Monitoring of the Consultant it

becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If Client

- (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.

(c) Except as the Client may otherwise agree,

- (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

## 6 Special Conditions of Contract

### 1. General Provisions And Interpretation

#### 1.1 : Definitions

##### 1.1.1 General

**1.1.1(i):** Applicable Law means the laws prevalent in republic of India shall govern this Contract.

**1.1.1(ii)** The Client is: The Managing Director, APTIDCO

The Project Manager is: Chief Engineer, APTIDCO.

**1.1.2(vii)** The Consultant's Representative is:

Name: [insert: name and provide title and address further below, or state "to be nominated within of the Effective Date"]

Title: [if appropriate, insert: title]

**1.1.5(vi)** Deleted.

#### 1.3: Representatives

**1.3 (a)** Authorized representative of client:

##### 1.3.1 Project Manager Extensions and /or Limitations:

No additional extensions and/ or limitations.

**1.3.2** Consultant's Representative's Extensions and/or Limitations:

**1.4** Notices Address of the Project Manager:

O/o DEPUTY CHIEF TECHNICAL OFFICER- APTIDCO Circle,  
# 113-3-643, AP Housing Board Colony,  
Lalacheruvu,  
Rajamahendravaram -533 106.

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

Mr. B. Srinivasa Rao  
Deputy Chief Technical Officer, APTIDCO Circle  
Phone no: 9701249966  
Email id: aptidcoserajahmundry@gmail.com

Fallback address of the Client:

O/o DEPUTY CHIEF TECHNICAL OFFICER- APTIDCO Circle,  
# 113-3-643, AP Housing Board Colony,  
Lalacheruvu,  
Rajamahendravaram -533 106.

Mr. B. Srinivasa Rao  
Deputy Chief Technical Officers, APTIDCO  
Phone no: 9701249966  
Email id: aptidcoserajahmundry@gmail.com

Address of the Consultant's Representative: 1)\_\_\_\_\_.

Fallback address of the Consultant 2)\_\_\_\_\_.

as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI protocol



## 1.5 Dispute Settlement

### (i) Arbitration

Any dispute between the Client and a Consultant arising in connection with the present Contract shall be referred to arbitration in accordance with the Applicable law. The arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

Disputes shall be settled in accordance with the following provisions: If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities the Chief Executive Officer, Client and the Chief Executive Officer of the Consultant Organization/Company or a substitute thereof for amicable settlement.

In the event that both the Chief Executive Officers or a substitute thereof are unable to resolve the dispute within thirty (30) days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

### (ii) Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed as stated above. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and the Consultant and the Client agree and undertake to carry out such Award without delay.

The Consultant and the Client agree that an Award may be forced against the Consultant and/or the Client, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

### (iii) Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada;

- (b) English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

## **1.6 Copyright, Confidential Information, and Ownership**

**1.6.6** Persons, topics, and conditions for which the confidentiality clause does not apply-  
Not Applicable

**1.6.8** The Government of Andhra Pradesh shall have complete access to all types of technical and or financial information it obtains or develops with respect to the Consultant and its Information Technologies.

**1.6.9** Restriction about the future use, if any: Nothing shall be used for any purpose whatsoever without the prior written consent of the Client.

## **2. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS**

### **2.1.2 Triggering of Liquidated Damages**

**2.1.2 (a)** Liquidated damages : If the successful bidder fails to execute the work as per schedule, each day of delay will carry a liquidated damage of 0.1% of Contract price up to maximum of 10 percent of contract value.

**2.4.1** (Limitation of Liabilities: The Consultant's liability under this Contract shall be upto onetime the contract price as determined under the Applicable Law.

**2.6.1** The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Contract Price.

At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

## **3. TERMINATION AND MODIFICATION OF CONTRACT**

### **3.1 Term**

#### **3.1.1 Effectiveness conditions-**

All the resources under the contract shall be deployed as per the Contract Conditions.

**3.1.2 Commencement of Services:** The Consultant shall commence work within 15 days from the Effective Date.

### **3.2 Deleted**

## **4 PAYMENT**

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## 4.1 Price

**4.1.1** Contract price shall not exceed value of the agreement value in case of additional services being entrusted to the Consultant during the course of the contact. And no extra payment will be made.

## 4.2 Payment Terms

1) Subject to the provisions of GCC Clause (Terms of Payment), the Client shall pay the Contract Price to the Consultant according to the manner specified below.

The agency should quote the price for the services to be rendered as 3<sup>rd</sup> Party Verification per Project.

(a) The payment schedule will be done as per the progress of work as per NIT condition.

**4.2.4 Mode of Billing and Payments:** (a) Advance payments: No advance payments would be made by the Client. All monetary transaction shall be in Indian Rupees.

## 4.3 Securities

**4.3.2 Advance Payment Security** Not Applicable.

**4.3.3 Performance Security** Performance Security equivalent to **Rs.45,000/-** at the time of agreement in the form of a Demand Draft valid for 3 years from the date of agreement, substantially in the form specified in Appendix 5 of the contract (This performance security BG shall be given at the time agreement). For the Performance Security will be retained by Client until 12 months from the completion of the assignment by the Consultant, if any defects are not found in consultancy services.

**4.3.3 Deleted**

**5 Deleted**

## 6 SUBJECT OF CONTRACT

### 6.1 Project Plan

(1) Apart from the deliverables mentioned in bid document, the Consultant shall submit progress report to the client as and when requested.

### 6.2

The Methodology adopting for 3<sup>rd</sup> party verification for curtailed units shall be as mentioned as per, Scope of Services.

### 6.2.3 Approval/Review of report by the Project T.O/Dy.CTO

(1) Submission of Reports. (Annexure I to VI)

**As Per GCC 6.2.5** Acceptance Certificate Issuance Details: Upon receipt of every deliverable from the Consultant, the Project in charge from APTIDCO, shall verify and approve at HO work for approval of Government if any additional information required. Their performance has to be submitted.

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

# ANNEXURE -I

## BLOCK WISE VALUATION

### REPORT

1.	Name of the Housing Package:	
2	Name of the Contractor/ Agency:	
3	Agreement No:	
4	Name of the District	
5	Name of the ULB	
6	Name of the Location:	
7	Category of the Blocks :	
8	Name of the Block :	
9	Total No.Of Units in block :	
10	Type Of construction:	
11	Present stage of the Blocks :	
12	Photography of the Blocks :	
13	Total Value of the work done for the Block :	
	a) For the quantity in column no 4 with rates as column no 6 (annexure –III – Column:7)	
	b)For the quantity in column no 5 with rates as column no 6 (annexure –III – Column:8)	
	c)As per Percentage of payment revised approved payment schedule. Break up for that part of work done. (annexure –III – Column:9)	
14	Possibility of Recovery of the cost in the block;	
15	Date Inspection	
16	Remarks	
	Signature & Name of the Reporting officer	

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## **ANNEXURE-II**

### **Detailed Inspection Report on Each Housing Block as per M – Book and field inspection for Quantities**

1.	Name of the Housing Package:	
2	Name of the Contractor/ Agency:	
3	Agreement No:	
4	Name of the District	
5	Name of the ULB	
6	Name of the Location:	
7	Category of the Blocks :	
8	Name of the Block :	
9	Total No.Of Units in block :	

. No	Description of the item	AS PER M BOOK						AS PER Field Inspection					Difference Observed	Remarks	
		No.s		Length	Breadth	Depth	Qty	No.s		Length	Breadth	Depth			Qty
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1															
2															
3															
4															

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## **ANNEXURE-III**

### **Detailed Report on Value of Work Done for Each Housing Block as per Agreement Value**

1.	Name of the Housing Package:	
2	Name of the Contractor/ Agency:	
3	Agreement No:	
4	Name of the District	
5	Name of the ULB	
6	Name of the Location:	
7	Category of the Blocks :	
8	Name of the Block :	
9	Total No.Of Units in block :	
10	Cost of Each block as per technical sanctioned estimate. ECV TP GST Other Taxes Total	

S.No	Description of the item	Unit	Quantity		Rate as per SSR of technical sanctioned estimate	value of the work done amount		
			Accorded Quantity limited to Technical Sanction estimate quantity	As per actual executed quantity with the approved designs/ BOQ		For the quantity in column no 4 with rates as column no 6	For the quantity in column no 5 with rates as column no 6	As per Percentage of payment revised approved payment schedule. Break up for that part of work done.
1	2	3	4	5	6	7 = col 4 x col 6	8 = col 5 x col 6	9

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

# ANNEXURE -IV

## Consolidated Valuation Report – Housing Package Wise

1.	Name of the Housing Package:	
2	Name of the Contractor/ Agency:	
3	Agreement No:	

Sl. No.	District Name	Name of the ULB	Name of the Location	Category	Name of the Block	Deleted Units	Value of work done		
							For the quantity in column no 4 with rates as column no 6 (of annexure –III)	For the quantity in column no 5 with rates as column no 6 (of annexure – III)	As per Percentage of payment revised approved payment schedule. Break up for that part of work done. (of annexure – III)
1	2	3	4	6	7	8	9	10	11
				300					
				365					
				430					
				Total					

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

## **ANNEXURE-V**

Package wise Report on exploring the possibility of recovery cost and assesses the cost that can be achieved:



# **ANNEXURE-VI**

## **FINAL REPORT:**

Sl. No.	Name of the Package	Name of the Agency	Agreement No. & Date	Category	Name of the Blocks	No. of Curtailed Units	Total Value of work done			Net recovery of cost that can expected Value of the work done	Remarks
							For the quantity in column no 4 with rates as column no 6 (of annexure – III)	For the quantity in column no 5 with rates as column no 6 (of annexure – III)	As per Percentage of payment revised approved payment schedule. Break up for that part of work done. (of annexure – III)		
1	2	3	4	6	7	8	9	10	11	12	13
1				300							
				365							
				430							
				Total							
2				300							
				365							
				430							
				Total							

Contractor

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram

Sl. No.	Name of the district	Name of the ULB	Name of the location	Category	Name of the Blocks	No. of Curtailed Units	Total Value of work done			Net recovery of cost that can expected Value of the work done	Remarks
							For the quantity in column no 4 with rates as column no 6	For the quantity in column no 5 with rates as column no 6	As per Percentage of payment revised approved payment schedule. Break up for that part of work done.		
							(of annexure - III)	(of annexure - III)	(of annexure - III)		
1	2	3	4	6	7	8	9	10	11	12	13
1				300							
				365							
				430							
				Total							
2				300							
				365							
				430							
				Total							

### Certification:

1. The Site was inspected by the under signed on :
2. The information furnished here in is true and correct to the best of our knowledge:
3. I have submitted detailed valuation report basing on the physical Verification of each housing package block with respect to Measurement Book (M.B) and worked out the Amount as per Agreement/ Estimate.

Sd/-

Deputy Chief Technical Officer  
APTIDCO Circle, Rajamahendravaram