

**NOTICE INVITING - R.F.P
FOR
TECHNICAL CONSULTANCY SERVICES**

Name of work : Technical Consultancy services for the Project titled “PMAY - NTR NAGAR (URBAN HOUSING PROJECT) AT VARIOUS LOCATIONS IN ANDHRA PRADESH BY APTIDCO, MA&UD, GOVT. OF AP .

NIT No.: 03/CTO/APTIDCO/2018-19 Dated: 05.06.2018

**O/o THE CHIEF TECHNICAL OFFICER
APTIDCO,
VIJAYAWADA.**

Name of work : Technical Consultancy services for the Project titled “PMAY - NTR NAGAR (URBAN HOUSING PROJECT) AT VARIOUS LOCATIONS IN ANDHRA PRADESH BY APTIDCO, MAUDD, GOVT. OF AP .

TABLE OF CONTENTS

<u>S. No.</u>	<u>SECTIONS</u>	<u>Page No.</u>
	1. PRESS NOTICE TO BE PUBLISHED IN NEWSPAPERS	2
	2. NOTICE INVITING BIDS	3-5
	3. INSTRUCTIONS TO BIDDERS	6-11
	4. TERMS OF REFERENCE	12-17
	5. CONDITIONS OF CONTRACT	18-29

APPENDICES

1. FORMATS FOR TECHNICAL PROPOSAL (Appendix-I).....	30-36
2. FORMATS FOR FINANCIAL PROPOSAL (Appendix-II).....	37-39
3. TECHNICAL EVALUATION PROFORMA(Appendix-III).....	40-45
4. NOTICE FOR APPOINTMENT OF ARBITRATOR (Appendix-IV).....	52-53
5. FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND (Appendix-V).....	54-55
SUBMISSION CHECKLIST	56

APTIDCO, VIJAYWADA

NIT No. 02/CTO/APTIDCO/2017-18

NOTICE INVITING BID FOR TECHNICAL CONSULTANCY SERVICES

The Chief Technical Officer, APTIDCO, VIJAYAWADA invites on behalf of President of India, sealed offers in two cover system from the eligible Consultants / bidders for following work:

Name of work : Technical Consultancy services for the Project titled “PMAY - NTR NAGAR (URBAN HOUSING PROJECT) AT VARIOUS LOCATIONS IN ANDHRA PRADESH BY APTIDCO, MAUDD, GOVT. OF AP .

Time period for engagement of consultant	24 (Twenty Four) months or till completion of the project whichever is earlier.
Time and Date of receipt of Bid documents	19.06.2018 @ 15.00 hrs
Time and date of opening of Technical Bids	19.06.2018 @ 16.00 hrs
Presentation before Board of Assessors	-----
Opening of selected Financial Bid	Intimated by E-mail
Place of submission of tender documents	Office of the Chief Technical Officer, APTIDCO, RTC Bhavan, 4 th floor, Governorpet, Vijayawada.

1. Eligibility of agencies shall be evaluated on the basis of their past performance, available manpower, qualification and experience of Principal Consultant, financial turnover. The agencies are requested to give correct information as contained in these documents and give documentary evidence in support of the information as under:
 - i. Structure of Organization.
 - ii. Company Profile with list of Key Personnel, their qualification and relevant experience along with copy of Form-16 issued to the key personal by the company.
 - iii. Details of experience in similar works during last 5 years ending 31.08.2017 along with completion certificate of client department indicating satisfactory completion.
 - iv. Copy of PAN registration with Income Tax Department.
 - v. Certificate of registration for Service Tax.
 - vi. If the agency is not registered under Service Tax then an affidavit that he will get Service Tax registration certificate before claiming any payment
 - vii. Details of Financial turnover for last five financial years ending 31.03.2017 supported by copies of balance sheet and Income & Expenses Account.
 - viii. Certificate of GST registration.
2. The consultants, who fulfill the following requirements, shall be eligible to apply.
Joint Ventures are not accepted.

Instructions to interested parties for empanelment with APTIDCO for providing Technical consultancy services.

3. **Broad Scope of Work:**

The GoAP is taking up PMAY-AHP(U) housing on massive scale under Affordable Housing in Partnership and Beneficiary Led Construction verticals. The GoI have sanctioned 4,81,753 under AHP and 1,99,980 under BLC, total 6,81,733 so far, to Andhra Pradesh at an approximate estimated cost of Rs. 38,000 Crores.

(i) Proof checking of building design and structural drawings and designs and drawings of Physical Infrastructure like roads, Storm Water drains, sewer lines, water supply networks, furnished by the EPC Contractors including architectural MEP specifications, Social Infrastructure and other allied services as deemed fit to the Department in terms of their work ability in Monolithic Concrete Construction with Aluminium form work.

(ii) The proof checking of all designs and drawings good for construction should be as per local byelaws, NBC and BIS codal provisions and other relevant codes and suitably suggest any changes.

(iii) Review and verification of drawings of all works or any other work as per the requirement, submitted by the Housing contractor when ever required.

(iv) Review and verification of proposals/deviations in construction Technology of various items of work and suitable modifications shall be suggested keeping in view the Technical requirements, contractual provisions, safety measures, sequential operation of various activities, time frame, Pert Network, GNAT charts, measures for adherence to timelines, compatibility of work programme, proposed deployment of personnel and equipment and site requirements.

(v) To review and verification of various construction/installation methodologies submitted by the contractors and approved by department.

(vi) To review and verification of various shop drawings, design of shuttering and staging etc., as submitted by the contractors and approved by department.

(vii) To assist department in periodical meetings to review progress achieved with respect to the approved program.

(viii) Finalisation of the specifications in accordance to tender documents in consultation with department.

All the design shall be based on standard and relevant codes of respective field/practice as applicable.

The APTIDCO is the Nodal Agency in development of Urban Infrastructure such as housing etc.

Eligibility criterion

1. Proof checking consultants for design:

a. Technical:

- i. The reputed firm / institutions should have registration under companies act ...2013.....
- ii. The Firm/reputed educational institutions viz., IIT/NIT/technical institutions, Consultancy firms etc., should have minimum of 5 years experience in providing Technical consultancy services including proof checking of designs and drawings supported with reputed client certificates.

b. Financial:

- i) The firm/reputed educational institutions viz., IIT/NIT/technical institutions etc., should have average annual turnover of not less than ₹ **5.0** Cr. in the last three years.
- ii) Similar Nature of Work of at least one project of worth Rs. **500** Crores or two projects of each of worth at least Rs. **400** Crores or three projects of each of worth at least Rs. **300** Crores with a project period of 18 months and above.

All the documents pertaining to technical and financial capabilities shall be certified by the Auditor/Chartered Accountant. The bidder shall submit the audited annual financial statements and balance sheet

Note 1:-Similar work means /Consultancy/Proof consultancy service for structural design and issue of Good for construction drawings on the basis of which the project consisting of Multi-Storied Buildings G+3 and above has been completed.

Note 2 :- The works completed upto previous day of last date of submission of tender shall also be considered.

Note 3: - Eligibility criteria given above is the minimum Technical criteria to become eligible for Technical Evaluation. Further Technical Evaluation will be done as per criteria given in this RFP document.

Note 4:- This work of Proof checking of structural design will not be awarded to the same consultant/agency, who is doing the main structural design under separate agreement, to ensure independence and neutrality.

Chief Technical Officer
APTIDCO,
Vijayawada

Issued to: _____

Date of Issue _____

**Office of the Chief Technical Officer,
APTIDCO**

INSTRUCTIONS TO BIDDERS

1. Sealed financial bid offers from the eligible Consultants / bidders for structural design for buildings/ Roads, Water Supply, Sewerage system, Storm water drains for providing the consultancy services listed under the scope of services in this bid document.
2. The standard terms and conditions of the contract for providing consultancy services are contained in this document. The bidders are requested to go through
 - (i) Instructions to Bidders
 - (ii) Terms of Reference
 - (iii) Conditions of the Contract and
 - (iv) List of various enclosures to be submitted by them along with the complete bid document.

The formats for submission are enclosed in this document as Appendix I and II to help the bidders in submission of offers.

3. Time schedule

The basic consideration and the essence of the contract shall be two years. If necessary will be extended.

4. Language of Bids

All information in the bid shall be in English.

5. Signature of Bidder

The bid must contain the name and place of business of the bidder. If the bidder is a partnership firm or a company, an authorised person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid. All the pages of this offer document must be initialled/signed and submitted at office of CTO, APTIDCO, Vijayawad within the stipulated date & time of submission of bids. Bids received after date & time will not be considered.

6. Local Conditions and Preliminary Costs

(a) Each bidder should fully acquaint himself of all local conditions and factors, which may have any effect on the execution of services covered under these documents and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the bidders before submitting the proposals. APTIDCO will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the bidder at the time of submission of bid.

(b) All costs of preparing the proposals, presentations including site visits etc. shall be borne by the bidders.

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7. Price Bids

Financial bid should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the department for completing the job. The price bid shall also **excluding** the cost of all visits of the Consultant to site of work during the construction. **Payment will be made as per the rate quoted in schedule for field inspections** as and when required by the Chief Technical Officer. The cost of office expenses, stationary, traveling, attending meeting and related expenses shall be deemed to be included in the price bid. The expenses to be incurred by the consultant, if any, for obtaining advice from any other agency for completing the job or for getting the design re-checked by main Consultant and/or APTIDCO shall also deemed to be included in the price bid.

The bidders are required to quote rate for each **Set of ULB site (means 300 Sft, 365 Sft and 430 Sft or any other type Physical and Social infrastructure to be provided in the Project area) & for field inspections**, are inclusive of all prevailing taxes, levies, and the statutory service tax for the consultancy services in the prescribed format given in Appendix II. The quoted fee will not be increased due to time and cost overrun.

8. Duties and Taxes

No claim on any duties, taxes, and other levies payable by the bidders in respect of the transaction between the bidders and sub-Consultant/ other agencies will be entertained by APTIDCO.

9. Validity

The offer shall remain valid for a period of ninety days (90) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during period of validity.

10. Earnest Money

The bidder shall also submit of Earnest Money of Rs. 5.00 lakh in the form of Bank Guarantee / D.D taken in Scheduled bank in favour of Managing Director, APTIDCO valid for six months.

Submission of Bids

The proposals should be submitted in two separate envelopes namely, 'Earnest Money' & 'Technical Bid' and 'Financial Bid'. The earnest money & technical and financial bids duly sealed in separate envelopes must be kept inside a single 3rd envelope and clearly superscribed as: **Technical Consultancy services for PMAY-NTR NAGAR URBAN housing project**

-'Earnest Money & Technical Bid' (Envelope-I) and 'Financial Bid' (Envelope-II) for proper identification.

It shall be the responsibility of the bidder to ensure that the bid is submitted in proper envelopes. If the EMD is not submitted the Bid will not be considered in evaluation.

11.1 Technical Bid

The Technical Bid to be submitted as per formats enclosed in Appendix -I shall comprise of the following:

- i. Letter of Transmittal
- ii. Information regarding firm's members and Sub-Consultant
- iii. A brief description of the firm
- iv. Experience of company (with an outline of recent experience on similar projects)
- v. Details of Key Personnel (proposed to be deployed on this consultancy service along with the job to be assigned to each of them).
- vi. Curriculum Vitae for each staff member (including the team leader) to be deployed on the work
- vii. Total manpower deployment schedule
- viii. Work Program (in the form of bar-chart)
- ix. Certificates of qualification and membership of professional bodies.
- x. Details of annual financial turn over.
- xi. **Pan card copy and latest IT returns submitted**
- xii. **Registration copy**
- xiii. **EMD Amount Rs 5 lakhs DD or B.G original**
- xiv. **RFP Document duly signed on each page by Authorised person with seal (Hard Copy Only)**

11.2 Financial Bid

Financial bid should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the department for completing the job. The price bid shall also **excluding** the cost of all visits of the Consultant to site of work during the construction. **Payment will be made as per the rate quoted in schedule for field inspections** as and when required by the Chief Technical Officer. The cost of office expenses, stationary, traveling, attending meeting and related expenses shall be deemed to be included in the price bid. The expenses to be incurred by the consultant, if any, for obtaining advice from any other agency for completing the job or for getting the design re-checked by main Consultant and/or APTIDCO shall also deemed to be included in the price bid.

The bidders are required to quote rate for each **Set of ULB site (means 300 Sft, 365 Sft and 430 Sft or any other type Physical and Social infrastructure to be provided in the Project area) & for field inspections**, are inclusive of all prevailing taxes, levies, and the statutory service tax for the consultancy services in the prescribed format given in Appendix II. The quoted fee will not be increased due to time and cost overrun.

The quoted fee of this consultancy agreement will not be increased either due to cost overrun of main project, extension of time or due to any reason what so ever.

12. PROPOSAL EVALUATION

12.1 The preliminary eligible and applied firms has to be submitted Technical requirements as per earlier advertisement will be scrutinised and qualified will be considered for financial bid opening. The least quoted amount is the criteria for selection of financial bid.

12.2 EVALUATION OF TECHNICAL PROPOSAL

12.2.1 The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria **on technical / financial eligibility required as per RFP**.

12.2.2 The Technical evaluation Proforma is enclosed with the RFP document as Appendix III. To help the client in quicker evaluation, the consultants are required to fill in the reference page numbers on the basis of which the requisite criteria is fulfilled and on the basis of which the consulting firm would wish to be evaluated.

13. Award of Contract

(a) The contract for the consultancy services shall be awarded to the bidder among the agencies which were assessed adequate by the Evaluation Committee as described and who have submitted the bid in conformity with the requirements of these specifications and documents and Chief Technical Officer shall be the sole judge in this regard.

(b) Upon evaluation of offers, the letter of Intent to the successful Consultant/Bidder shall be issued by the Chief Technical Officer for depositing the Performance Guarantee.

(c) After issue the successful bidder deposits the performance Guarantee in prescribed format, letter of commencement of work issued by Chief Technical Officer.

(d) The selection of agencies will be at the sole discretion of the Empanelment Committee who reserve its rights to accept or reject any or all the proposals without assigning any reason. Chief Technical Officer reserves the right to call for additional information from the bidders as and when required at later stage.

14. PERFORMANCE GUARANTEE

- i) The consultant shall submit an irrevocable Bank Guarantee of 2.5 % (Two and half Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and /or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance.
- ii) The Bank Guarantee shall be initially valid upto Two years. In case the time for completion of work gets extended, the consultant shall get the validity of Bank Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the consultancy work by the competent authority, the performance guarantees shall be returned to the consultant, without any interest, after 12 months of completion date as mentioned in the bid document elsewhere.
- iii) The Chief Technical Officer shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractors agreement) in the event of :
 - (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Chief Technical Officer may claim full amount of the performance Guarantee.
 - (b) Failure by the consultant to pay the President of India any amount due, either as agreed by the consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Chief Technical Officer.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

15. Forfeiture of Earnest Money and performance guarantee

If the consultant withdraws his offer or makes any changes in his offer before award of consultancy work, his earnest money will be forfeited by the department. If consultant does not start the work after award of work, the performance guarantee submitted by him along with earnest money will be forfeited by the department. In the above eventuality, the consultant will be debarred from participation in retendering process of this work.

16. The time period allowed for executing the work will be 24 months or up to completion of project which is later on and will be reckoned from the 22nd day of the issue of letter of acceptance of the offer/Agreement date which is earlier.
17. The consultant will get all the sub-consultants approved from the Chief Technical Officer before assigning any job to them.
18. During the consultancy period, under exceptional circumstances, change of member of the Consultant firm may be allowed with prior approval of Chief Technical Officer subject to replacement of the member by equally competent person to the satisfaction of Chief Technical Officer.
19. The duly filled offer documents shall not be deposited by post or courier service and all participating bidders shall submit the same by hand delivery in the office of the Chief Technical Officer at the following address:-

Chief Technical Officer
4th Floor, RTC Bhavan,
Governorpet, Vijayawada.

20. Offers received after the deadline of submission will not be accepted and shall be returned to the bidder unopened.

21. The value of work/No. Of project site sets to be Proof checked and site inspection may be increased or decreased up to 30% as per the progress of scheme and requirement

Terms of Reference

1. General :

The objective of engaging a proof consultant for the project is to have a aesthetically pleasing, technically sound, durable and economically viable, designs for the Construction of G+3 pattern EWS houses with Shearwall Technology/any other alternate technology Conventional Technology including i.e physical and social infrastructure development including roads drains etc with the least disturbance to traffic. The complete consultancy project envisaged here is time bound and is to be completed in two years.

SCOPE OF WORK :

Introduction: The APTIDCO is taking up the construction of 4,81,000 EWS houses in Phase I, II and III under AHP-PMAY Scheme under EPC System. The EWS houses are being constructed with Aluminium Shuttering centering; Shearwall Technology (Self Compacting Concrete) with 300 Sft, 365 Sft and 430 Sft built up area with G+3; 32 & 48 houses per block in 110 Municipalities. The EPC contractor will submit the designs of their own, after getting vetting by IIT/NIT to the APTIDCO. To this, it is proposed to keep a consultant for proof checking of the designs submitted by the agencies before approval. The proof consultant has to verify the design and drawings as per IS-Codes and NBC norms.

In addition to this the designs of Water Supply, Roads, SWD, Seweage net-work are also to be checked under Physical Infrastructure to these EWS houses as per water supply manuals, Sewerage manuals and IS codes.

The consultant should inspect **project sites wherever desired by the client** and submit the inspection report. No payment will be paid if inspection report not submitted. The consultant has to check the designs and structural drawings at each Project in the sanctioned ULBs for one set of 300 Sft, 365 Sft and 430 Sft or any other type along with Physical and Social Infrastructure in the Project only (As the type design is same with the similar soil characteristics).

(A set means 300 Sft, 365 Sft and 430 Sft or any other type including Physical and Social infrastructure to be provided in the Project area).

Mode of Payment:

The consultant fee will be paid based on number of sets(jobs) done and number of site visits done .

2. Broad Scope of Work

The list of ULBs got sanctioned AHPs in phased manner with number of dwelling units is as follows:

PMAY-NTR NAGAR - AHP houses Sanctioned			
S.No	Name of the District	Name of the ULB	Total
1	2	3	4
1	Srikakulam	Srikakulam	4576
2	Srikakulam	Amadalavalasa	1056
3	Srikakulam	Ichapuram	830
4	Srikakulam	Palasa/ Kasibugga	2187
5	Srikakulam	Rajam	1125
6	Srikakulam	Palakonda	0
		Dist. Total	9774
7	Vizianagaram	Vizianagaram	4712
8	Vizianagaram	Salur	1440
9	Vizianagaram	Parvathipuram	1504
10	Vizianagaram	Nellimarla	2252
11	Vizianagaram	Bobbili	2481
		Dist. Total	12389
12	Vishakapatnam	GVMC	58637
13	Vishakapatnam	Yalamanchili	608
14	Vishakapatnam	Narsipatnam	2592
		Dist. Total	61837
15	East Godavari	Rajamahendravaram	7876
16	East Godavari	Ramachandrapuram	3140
17	East Godavari	Samarlakota	1048
18	East Godavari	Mandapeta	6276
19	East Godavari	Mummidivaram	0
20	East Godavari	Kakinada	7978
21	East Godavari	Gollaprolu	0
22	East Godavari	Amalapuram	1636
23	East Godavari	Tuni	0
24	East Godavari	Peddapuram	3396
25	East Godavari	Yeleswaram	0
26	East Godavari	Pithapuram	874
		Dist. Total	32224
27	West Godavari	Eluru	12176
28	West Godavari	Nidadavolu	1755
29	West Godavari	Bhimavaram	9500
30	West Godavari	Kovvuru	1904
31	West Godavari	Palakollu	7159
32	West Godavari	Tanuku	2920
33	West Godavari	Jangareddygudem	2107
34	West Godavari	Narsapur	1720
35	West Godavari	Tadepalligudem	5376
		Dist. Total	44617

S.No	Name of the District	Name of the ULB	Total
36	Krishna	Vijayawada	28152
37	Krishna	Jaggayyapeta	3424
38	Krishna	Nandigama	2496
39	Krishna	Nuziveedu	4094
40	Krishna	Tiruvuru	2500
41	Krishna	Pedana	768
42	Krishna	Vuyyuru	3744
43	Krishna	Machilipatnam	6400
44	Krishna	Gudivada	8912
		Dist. Total	60490
45	Guntur	Guntur	10000
46	Guntur	Macherla	2569
47	Guntur	Piduguralla	4480
48	Guntur	Repalle	1531
49	Guntur	Vinukonda	4096
50	Guntur	Mangalagiri	2592
51	Guntur	Tadepalli	448
52	Guntur	Bapatla	0
53	Guntur	Chilakaluripeta	6512
54	Guntur	Narasaraopeta	1504
55	Guntur	Ponnuru	2368
56	Guntur	Tenali	2432
57	Guntur	Sattenapalli	640
57a	Guntur	Amaravati(CRDA)	7876
		Dist. Total	47048
58	SPSR Nellore	Nellore	35112
59	SPSR Nellore	Sullurupeta	1851
60	SPSR Nellore	Venkatagiri	3200
61	SPSR Nellore	Naidupeta	2742
62	SPSR Nellore	Kavali	7510
63	SPSR Nellore	Guduru	5854
64	SPSR Nellore	Athmakuru	1966
		Dist. Total	58235
65	Chittoor	Chittoor	3500
66	Chittoor	Tirupati	2560
67	Chittoor	Madanapalli	3773
68	Chittoor	Nagari	826
69	Chittoor	Palamaner	674
70	Chittoor	Punganur	2273
71	Chittoor	Puttur	1060
72	Chittoor	Srikalahasthi	6015
		Dist. Total	20681

S.No	Name of the District	Name of the ULB	Total
73	Prakasam	Ongole	16156
74	Prakasam	Giddalur	1408
75	Prakasam	Kanigiri	928
76	Prakasam	Kandukur	3101
77	Prakasam	Chimakurthi	0
78	Prakasam	Addanki	1536
79	Prakasam	Markapur	4620
80	Prakasam	Chirala	0
		Dist. Total	27749
81	YSR Kadapa	Kadapa	4373
82	YSR Kadapa	Rayachoti	1011
83	YSR Kadapa	Proddatur	4150
84	YSR Kadapa	Jammalamadugu	1415
85	YSR Kadapa	Rajampeta	1279
86	YSR Kadapa	Pulivendula	3143
87	YSR Kadapa	Mydukur	927
88	YSR Kadapa	Yerraguntla	2046
89	YSR Kadapa	Badvel	888
		Dist. Total	19232
90	Kurnool	Kurnool	10000
91	Kurnool	Yemmiganur	7764
92	Kurnool	Gudur	0
93	Kurnool	Athmakur	0
94	Kurnool	Nandyal	11505
95	Kurnool	Dhone	306
96	Kurnool	Allagadda	2284
97	Kurnool	Adoni	4704
98	Kurnool	Nandikotkur	0
		Dist. Total	36563
99	Ananthapur	Ananthapur	6117
100	Ananthapur	Dharmavaram	8832
101	Ananthapur	Gooty	398
102	Ananthapur	Hindupur	13531
103	Ananthapur	Kadiri	3762
104	Ananthapur	Kalyandurgam	1393
105	Ananthapur	Madakasira	0
106	Ananthapur	Pamidi	2599
107	Ananthapur	Puttaparthi	1243
108	Ananthapur	Rayadurgam	1791
109	Ananthapur	Tadipathri	6529
110	Ananthapur	Guntakal	4719
		Dist. Total	50914
		Grand Total	481753

The copy of approved drawings of the scheme will be furnished to the proof checking consultant, with all details including soft copy.

The consultant has to carry out all activities as mentioned in this Terms of Reference for each stretch separately including proof checking of all good for construction drawings etc.

All designs shall be based on standard and relevant IS codes of respective field/ practice as applicable.

- 3. Construction stage :** While providing the services under this stage, the Proof Consultant shall adhere to National and international standards and NBC norms pertaining to quality of work, specifications, procedures, project management etc. During this stage, following works are also included in the scope of Proof Consultant.
- (i) To review and approve designs and drawings of all works as per the requirement submitted by the Contractor and approved by the main consultant, wherever required. Review proposals on construction technology of various items of work and suitable modifications shall be suggested keeping in view the technical requirements, contractual provisions, safety measures, sequential operation of various items, time frame, compatibility of work programme, proposed deployment of personnel and equipment and site conditions.
 - (ii) Review the analysis of the pile test data and vet the safe carrying capacity of the piles for approval by department during construction work, if Pile foundation adopted.
 - (iii) To review and approve various construction/installation methodologies submitted by the contractors and approved by main consultant.
 - (iv) To review and advise on any issue referred by Chief Technical Officer w.r.t. quality of any material, workmanship or any other issues related to construction work.
 - (v) To review and recommend any changes in design, if proposed by the Contractor during execution of project.
 - (vi) To review, the designing of structures, if required at any stage due to any reason.
 - (vii) The EPC contractor will submit the designs of their own after getting vetting by IIT/NIT to the APTIDCO. To this, it is proposed to keep a consultant for proof checking of the designs submitted by them before approval. The proof consultant has to verify the design and drawings as per IS-Codes and NBC norms, with One hour fire resistance.
 - (viii) In addition to this the designs of Water Supply, Roads, SWD, Seweage net-work are also to be checked for Physical Infrastructure to these EWS houses as per water supply manuals, Sewerage manuals and IS codes.
 - (ix) The consultant, if necessary conduct site visits to ascertain the soil characteristics and geological conditions of the soil to ascertain the condition in which the design done.

4.0 Time for completion & payment schedule

4.1 Total time of completion of the consultancy is 24 months or till completion of execution of work at site whichever is later. Schedule of the work within the period should be adhered to. It should be noted that the time allowed for consultancy services till issue of Good for Construction drawings i.e. completion of activity is 1 month. However the service of the consultant will be required till completion of work and the consultant shall continue to assist the department in finding solutions to problems that arise during the construction of the project. The time period will be reckoned from the 22nd day from the date of the letter of acceptance (Letter of Intent) of offer for consultancy services.

Payment to be released to the consultant against completion of each stage is also indicated below:-

1	Proof checking of the detailed design/drawings of foundation preliminary design of super-structure and drawings of all components covered in the scheme.	Within 10 days of receipt of structural design/ drawings from main consultant	
	a) Foundation upto grade slab.		25% agreed rate for each set.
	b) Superstructure upto Roof Level		25% agreed rate for each set.
	c) Plumbing & Electrical drawings		10% agreed rate for each set.
2	a) Proof checking of design of Physical		25% agreed rate for each set.
	b) Social Infrastructure and other Infrastructures if any		15% agreed rate for each set.

Note: The consultant should take not more than 10 days to check design /drawings submitted by the main design consultant.

1.2 However, services will be rendered as and when required during the construction period as per actual basis.

1.3 Payments to the Consultant will be released as per the above schedule.

1.4 The Consultant should quote separately for site visit as per requisition of client and submit inspection report.

CONTRACT CONDITIONS

1. General Provisions:

1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings:-

- a) **“Applicable law”** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b) **“Contract”** means the contract signed by the parties, to which these General Conditions of contract are attached, together with all the related documents of such signed contract.
- c) **“Effective Date”** means the date on which this contract comes into force and effect.
- d) **“Proof Consultant”** - “Proof Consultant” shall mean a person/firm/company appointed by the department for undertaking independent proof checking of designs of this scheme to be prepared by the Consultant.
- e) **“Personnel”** means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part thereof.
- g) **“Party”** means the client or the Consultant, as the case may be and parties mean both of them.
- h) **“Services”** means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as described in Terms of reference.
- i) **“Sub Consultant”** means any entity to which the Consultant sub-contract any part of the service in accordance with the provisions of Contract.
- j) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or sub Consultant.
- k) **“Employer”** means -"APTIDCO"; represented by the Chief Technical Officer, APTIDCO, 4th Floor, RTC Bhavan, Governorpet, Vijayawada
- l) **“Technical Proposal”** means the technical proposal submitted by the Consultant
- m) **“Chief Technical Officer”** means the Chief Technical Officer, APTIDCO.
- n) APTIDCO, 4th Floor, RTC Bhavan, Governorpet, Vijayawada.
- o) **“Engineer-in-charge”** means Engineer, Chief Technical Officer, APTIDCO, APTIDCO, 4th Floor, RTC Bhavan, Governorpet, Vijayawada.
- p) **“APTIDCO”** means Andhra Pradesh Township & Infrastructure Development Corporation Limited.

1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the APTIDCO and the Consultant. The Consultant, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on his behalf.

1.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Andhra Pradesh State.

1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

1.5 Headings

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

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified below.

Employer :	Chief Technical Officer, 4 th Floor, RTC Bhavan Governorpet, Vijayawada
For the Consultant	: _____
Address	: _____
Attention	: _____
Telephone No.	: _____
Mobile Phone No.	
Facsimile	: _____
E-mail	: _____

(Note: Fill in the Blanks)

- 1.6.2 Notice will be deemed to be effective as specified below.

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telegrams, 48-hours following confirmed transmission; and
- (c) In the case of facsimiles, 48-hours following confirmed transmission.

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

1.7 Authorised Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the APTIDCO or the Consultant may be taken or executed by the officials specified below.

APTIDCO, Chief Technical Officer, APTIDCO, 4th Floor, RTC Bhavan, Governorpet Vijayawada

For the Consultant :

(Note: Fill in the Blanks)

2. Commencement, Completion, Modification and Termination of

Contract 2.1 Effectiveness of Contract

This contract shall come into force and effect from the 22nd day from the date of the letter of acceptance of the offer for consultancy services **or concluding agreement date** which is earlier.

2.2 Commencement of services

The Consultant shall begin carrying out the services from the date of agreement.

2.3 Expiration of contract

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required .

2.4 Entire Agreement

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

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.6 Force Majeure

2.6.1 Definition

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far 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.

2.6.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

The Chief Technical Officer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

2.8 Termination of Contract

The Chief Technical Officer may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this condition no. 2.8), terminate this contract.

- (a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.7 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Chief Technical Officer may have subsequently approved in writing;
- (b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 9 hereof;
- (d) If the consultant submits to the Chief Technical Officer a statement which has a material effect on the right, obligations or interests of the APTIDCO and which the consultant know to be false;
- (e) If as the result of force majeure the Consultant is unable to perform a material portion of the services for a period of not less than thirty (30) days or
- (f) If the Chief Technical Officer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon Expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 3.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Chief Technical Officer, the Consultant shall proceed as provided, respectively, by Contract Conditions No. 3.8 hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Chief Technical Officer shall make the following payments to the Consultant (after offsetting against these payments any amount that may, be due from the Consultant to the APTIDCO):

- (i) Remuneration pursuant to Contract Condition no. 6 hereof for Services satisfactorily performed prior to the effective date of termination
- (ii) Reimbursable expenditures pursuant to Contract Condition no.6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Contract Condition no. 2.8 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.8.4 Disputes about Events of Termination

If the consultant disputes whether as event specified in paragraphs (a) through (e) of Contract Condition no. 2.8 hereof has occurred, he may, within 45 days after receipt of notice of termination from the Chief Technical Officer, refer the matter to arbitration pursuant to Contract Condition no. 8 here of and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the Chief Technical Officer shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultant and Affiliates not to engage in certain Activities

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

3.3 Confidentiality

The consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the APTIDCO's business or operations without the prior written consent of the Chief Technical Officer.

3.4 Liability of the consultant

Subject to additional provisions, the Consultant' liability under this contract shall be as provided by the Applicable Law.

- A. Except in case of gross negligence or willful misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the consultant in carrying out the services, the Consultant with respect to damage caused by the consultant to the APTIDCO', shall not be liable to the APTIDCO:
 - i) For any indirect or consequential loss or damage; and
 - ii) For any direct loss or damage that exceeds
 - a) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or
 - b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- B. This limitation of liability shall not affect the Consultant' liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Consultant's Actions requiring APTIDCO's prior Approval

The consultant shall obtain prior approval of the Chief Technical Officer in writing before entering into a subcontract for the performance of any part of the Services, it being understood

- (a) That the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Chief Technical Officer prior to the execution of the subcontract.
- (b) That the Consultant shall remain fully liable for the performance of the Services by the sub-Consultant and its Personnel pursuant to this Contract.

3.6 Reporting Obligations

The consultant shall submit to the Chief Technical Officer the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

3.7 Documents prepared by the Consultant to be the property of the APTIDCO,

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of the APTIDCO, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Chief Technical Officer, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the Chief Technical Officer.

4. Consultant's Personnel

4.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

4.2 Description of Personnel

- (a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Chief Technical Officer, his/her name is listed as well.
- (b) If required to comply with the provisions of Contract Condition No. 3.1.1 of this contract adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Chief Technical Officer provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger and; (ii) that the aggregate of such adjustment shall not cause payments under this contract to the ceilings set forth in Contract Condition no. 6.2 (b) of this contract. Any other such adjustments shall only be made with the written approval of the Chief Technical Officer.
- (c) If the additional work is required beyond the scope of the services specified in Terms of reference the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Chief Technical Officer and the consultant provided that any such increase shall not except as otherwise agreed cause payments under this contract to exceed the ceilings set forth in Contract Condition No. 6.2 (b) of this contract

4.3 Approval of personnel

The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the Chief Technical Officer shall deem to be approved by the Chief Technical Officer. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Chief Technical Officer for review and approval a copy of their biographical data. If the Chief Technical Officer does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Chief Technical Officer.

4.4 Removal and/or Replacement of Personnel

- (a) Except as the Chief Technical Officer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications & experience. Maximum 3 such replacement are permissible under this contract. If consultant propose more than 3 such replacement then a levy of 0.5% of the agreed fees will be levied on the consultant for each such replacement.

- (b) If the Chief Technical Officer (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 written request of the Chief Technical Officer specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Chief Technical Officer.

5. Obligations of the Chief Technical Officer

5.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Consultant in performing the services then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Contract Condition No. 6.2 (b).

5.2 Payment

In consideration of the services performed by the Consultant under this Contract, the APTIDCO will make to the Consultant such payments and in such manner as is provided by the Contract Condition No. 6 of this Contract.

6. Payments to the consultant

6.1 Currency of Payment

All payments shall be made in Indian Rupees.

6.2 Mode of Billing and Payment

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

- (a) As soon as practicable and at the end of each calendar month during the period of Services, the Consultant shall submit to the Chief Technical Officer, APTIDCO in duplicate, of the amounts payable to Contract Consultancy.
- (b) The APTIDCO will pay the payment of the consultant periodically as given in schedule of payment.
- (c) The final payment will be made after satisfactory completion report of the Chief Technical Officer, APTIDCO for which proof check is done.
- (d) Payment will be made for field inspections of the Consultant team as per quoted rate in schedule for inspection per each project site visit .Cost quoted is inclusive of TA, DA and all incidental charges in discharging the services mentioned in the Scope of work. The Consultant team for inspection means including Geo technical Engineer and Structural Engineer.
- (e) For office meetings no extra payment will be given and the cost is included in the scope of work.

7. Fairness and Good Faith

7.1 Security Deposit

An amount equivalent to 7.50% of the gross amount of each running bill of the consultancy will be deducted and held by APTIDCO by way of Security Deposit, unless he/they has/have deposited the amount of security at the rate mentioned above in the form of Bank Guarantee/DD in favour of The Managing Director, APTIDCO.

Security deposit shall be retained for accuracy of design and quantities submitted and the same will be released after completion of Construction of works. However before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is desired by the competent authority.

7.2 Responsibility for accuracy of project proposal

The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings checked by him as a part of the project. He shall indemnify the department through the performance guarantee, already submitted by him before award of work, and through Security Deposit to be deducted as per this agreement against any action arising out of such inaccuracies in the work which might surface at any time at a later date of implementation of the project.

7.2.1 Release of Performance Guarantee, Security Deposit

After recording of the completion certificate for the Technical consultancy work by the competent authority, the performance guarantees shall be released after 60 days from the date of completion to the consultant, without any interest.

7.50% Security Deposit, deducted from his bills, shall be released after 3 months of recording of completion of this consultancy agreement or payment of final bill under this consultancy agreement whichever is later.

7.3 Compensation

7.3.1 Compensation for delay

- (a) If the work remains un-commenced /or incomplete at any stage with reference to time schedule, a compensation at the rate of 1.50% (one decimal five zero percent) of the agreed fee for every month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of Chief Technical Officer, APTIDCO of the project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.
- (b) If the consultant is unavoidably hindered in carrying out the designs/drawings on account of delayed decision or the approval by the department which is necessary to carry out further work, he shall be allowed suitable extension of time by the Chief Technical Officer/competent Authority of the project, whose decision shall be final and binding on the consultant. Consultant shall not have any claim against the department for such delayed approvals/decisions, except suitable extension of time.

7.3.2 The compensation liveable on consultant in different clauses mentioned herein above/below are liveable independently. The total amount of compensation shall not exceed 10% of the agreed fees for all the breaches of contract including compensation for delay. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government. In case the amount of compensation for all the breaches of contract, as decided by the Chief Technical Officer, APTIDCO equals to 10% of the agreed fees, the consultants will be debarred for 2 years in participating future call of bids of APTIDCO.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultant liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him which shall include any or all cost and expenses incurred by the Client in removing the deficiency in Service including engaging any other consultant.

7.4.2 Warning / Debarring

In addition to the Compensation as mentioned in para 7.3, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Technical report / Feasibility- cum-Preliminary Design Report causing adverse effect on reputation of the Client, other penal action including debarring the Consultant for certain period may also be initiated as per policy of APTIDCO.

8. Effect of change in the scope of the work on consultancy fee

The details of total Area/ Qty. of different stretches and other structures under the scope of this agreement are as detailed at **Para 2 /P-13-16 related to Broad Scope of Work.**

No extra payment shall be made if total addition / alteration results in increase in services of different components of project.

Settlement of disputes:

- 8.1 If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Employer/Employer's Representative who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Employer/Employer's Representative the Contractor shall promptly proceed without delay to comply with such notice of decision
- 8.2 If the Employer/Employer's Representative fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Employer/Employer's Representative, the Contractor may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and

shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:

SETTLEMENT OF CLAIMS:

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

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

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

Claims above Rs.50,000/-.

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

A reference for adjudication under this clauses shall be made by the contractor within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

9. Foreclosure

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

APPENDIX – I
TECHNICAL PROPOSAL

Format I A

Letter of Transmittal

To

Chief Technical Officer
4th Floor, RTC Bhavan,
Governorpet
Vijayawada

Name of work : Technical Consultancy services for the Project titled “PMAY - NTR NAGAR (URBAN HOUSING PROJECT) AT VARIOUS LOCATIONS IN ANDHRA PRADESH BY APTIDCO, MAUDD, GOVT. OF AP .

Sir,

I/We have read and examined the complete document including the instructions to bidders, terms of reference and contract conditions of the contract for proof checking of structural design & drawings and other services to be provided during post tendering stage for above mentioned work.

I/We hereby submit our application on prescribed formats for undertaking the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein. I/We agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

I/We undertake to commence the work immediately on receipt of the letter of acceptance and to complete the work within the stipulated period. However, as stated in terms of reference, I/We undertake to complete the works in post tendering stages in 6 months.

The offer is submitted in separate sealed covers marked as “Technical Bid” and “Financial Bid” and both covers are sealed in another separate sealed envelope with name of work marked on each envelope.

The “Technical Bid” and “Financial Bid” contains this bid document along with details as per the formats given in Appendix II duly filled in and duly signed by authorised representative.

Signature _____

Witness:

(Authorised Signatory of Consultant)

Signature :

Name :

(Name & Address of Consultant)

Address:

Format II

INFORMATION REGARDING FIRM's MEMBERS

<p>1. Name of the main consultant (in case of partnership the name of authorised partner to deal with APTIDCO for the project</p> <p>Name of contact Person: Address: Telephone: (O) Telephone: (R) Mobile : Fax: e-mail:</p>	
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Format III

BRIEF DESCRIPTION OF THE FIRM

(With an outline of the experience of the firm on similar projects during last five years)

- (a) Name of the firm
- (b) Year of Registration
- (c) Type of firm (Individual/Proprietary/Partnership/Limited Company or any other)
- (d) Annual Turnover (for the last 5 years preceding 31.03.2017) along with annual report and duly certified by the Chartered Accountant
- (e) Total Number of Employees (for the last 5 years)
 - Technical
 - Others
- (f) In house facilities available in following fields

S. No.	Fields	Manpower with more than 15 years' Experience	Manpower with 10 to 15 years Experience	Manpower with lesser than 10 years Experience
i	<i>Sr. Structural Engineer cum Team Leader</i>			
ii	<i>Geotechnical Engineer</i>			
iii	<i>Architect</i>			
Iv	Auto Cad Operator			
v	Electrical			
vi	Mechanical			

Format IV**EXPERIENCE OF COMPANY**

(Experience of relevant and similar works of Buildings completed during last five years preceding 31.12.2017)

1.	Project Title & Location:	:
2.	Name of Client and Address:	:
3.	Describe area of Participation (Specific Services rendered by the Applicant) Status of Projects in hand :	:
4.	(a) Period of Services rendered for the project (b) Professional man-months rendered for the project :	:
5.	Consultancy fees for the project (In Indian Rupees)	:
6.	(a) Total Project Cost (In Indian Rupees)	:
7.	Date of start of consultancy for the work and the present status of consultancy services.	:
8.	Details of design feature of the various components of Buildings	:
	(c) Type of foundation (d) Type of superstructure (Conventional Construction/ Monolithic Concrete Construction)	
9.	Present Status (physical & financial) of construction work (if work is in progress)	
10.	Whether the Project was handled in Joint Venture individual (If Yes, specify the JV/Consortium Partners and their role (area of Participation) in the project:	: Yes/No

Note :

- 1) Supporting documents like Certificates from the client in support of each of the above projects to be furnished.
- 2) The photographs and/or sketches/drawings etc. can be enclosed to supplement any salient features/components.

Format V

DETAILS OF KEY PERSONNEL

(to be deployed for this Project)

A. Personnel from Consultant’s Organisation

S. No.	Key Position	Name of Staff	Qualification	Years of Experience	Field of specialization	Man-Months proposed	Remarks
1.							
2.							
2.							
4.							

Format VI

Curriculum Vitae (CV) for each staff member

(to be deployed on the work)

Proposed Position on this work:

Name of Firm:

Name of Staff:

Nationality

Profession

Year with the Firm:

Details of tasks Assigned:

Qualification :

(Summarise College/ University and other specialised education of staff member giving names of college/institution, year of passing and degree obtained in about Quarter of a page)

Language

(Include proficiency in speaking, reading and writing each language by a degree of (“Excellent”, “Good”, “Fair” or “Poor”))

Employment Record & Present commitments:**

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & current status etc.)

Particular Experience under this heading : give outline of staff member’s experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant pervious assignment and give dates and locations in addition academic qualifications (in about half a page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification my experience and me.

Date: Day/Month/Year

Signature of Staff member:

Authorised official from the firm:

Note: 1. Please attach proposed “work Programme” and time schedule for technical personal for all ongoing projects including this project in man-days.

2. The above information should be factually correct, providing false or incorrect information will be considered very seriously and bidder providing false information may be disqualified.

Format VII

TOTAL MANPOWER DEPLOYMENT SCHEDULE

Sl. No.	Name	Position	Months (in the form of a Bar Chart)						Number of Months
			1	2	3	4	5	6	
1									
2									
3									
4									

- NOTES:**
1. Show personnel (for all areas as mentioned in TOR)
 2. Show duration by solid line for continuous inputs and broken line for staggered inputs considering the present commitments.

Format VIII

WORK PROGRAM

(Work Program of the project in the form of Bar Chart)

APPENDIX – II
FINANCIAL PROPOSAL

Format X

FINANCIAL PROPOSAL

To
Chief Technical Officer,
4th Floor, RTC Bhavan,
Governorpet,
Vijayawada.

Name of work : Technical Consultancy services for the Project titled “PMAY - NTR NAGAR (URBAN HOUSING PROJECT) AT VARIOUS LOCATIONS IN ANDHRA PRADESH BY APTIDCO, MAUDD, GOVT. OF AP .

Sir:

I/We _____ Consultant herewith enclose financial bid for the evaluation of our firm as Consultant for above work as per the scope of work given under terms of reference.

Yours faithfully,

Signature

Full Name _____

Designation _____

Address _____

Tele Nos: (O) _____ (R) _____

E-mail: _____

Fax No: _____

(Authorised Representative of the Consultant)

Format XI

SCHEDULE OF QUANTITY

Name of work : Technical Consultancy services for the Project titled “PMAY - NTR NAGAR (URBAN HOUSING PROJECT) AT VARIOUS LOCATIONS IN ANDHRA PRADESH BY APTIDCO, MA&UD, GOVT. OF AP .

S. No.	Description of item	Qty.	Unit	Quoted Rates (in Rs.)		Total Amount
				Rates (in figures)	Rates (in words)	
1.	Proof checking of structural design and drawings, including Good for construction drawings as per provisions of IS Codes &NBC and as per directions of the Chief Technical Officer for all the components of the scheme as mentioned in Terms of Reference. (A set means 300 Sft, 365 Sft and 430 Sft or any other type and Physical and Social infrastructure to be provided in the Project area)	50 Site Sets	1 Set			
2	Field inspection of the Consultant team (Geo technical Engineer and Structural Engineer) inclusive of TA, DA and other charges.	50 site visits	1 Site visit			
	Total					

Note:

1. Above costs should be quoted inclusive of all prevailing taxes.
2. Rate inclusive of meetings as per Scope of work specified.

**** Field inspections are only tentative number**

APPENDIX –III
TECHNICAL
EVALUATION PROFORMA

Form of Performance Guarantee/ Bank Guarantee Bond

Sample Form of Bank guarantee for Bid Security / EMD

WHEREAS,..... (Name of Bidder) (here in after called “the Bidder”) has submitted his Bid dated (date) for the construction of (Name of contract) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We (Name of bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto (name of employer) (hereinafter called “the Employer”) in the sum of for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required: or

(b) fails or refuses to furnish these Performance Security, in accordance with the Instructions to Bidders

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

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

DATE..... SIGNATURE OF THE BANK

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

(Signature, name, and address)

.....

*The Bidder should insert the amount of the EMD in words and figures denominated in
Indian Rupees. This figure should be same as shown in Clause 1 of the Bid Notice in
Volume III of Bid Document.

** 6 months from the deadline date for submission of Tender [As specified in NIT].

PROFORMA - II

Sample Form of Bank guarantee for Performance Security

In consideration of the Managing Director, APTIDCO. (hereinafter called " the Employer") having agreed to exempt (hereinafter called " the said Contractor ") from depositing with the Department in cash the sum of Rs..... (Rupeesonly) being the amount of Performance Security payable by the Contractor to the Department under the terms and conditions of the Agreement dated the day of 2018 and made between the Department of the one part and the Contractor of the other part (hereinafter referred to as "the said Agreement") for as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Department a Guarantee in the prescribed form of a Schedule Bank in India being in fact these presents in the like sum of Rs..... (Rupees Only).

We Bank/Limited registered in India under Act and having one of our Local Head Office at Do hereby :

1. Guarantee to the Department:

- a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor in the said Agreement,

AND

- b) Due and punctual payment by the Contractor to the -----of ----- of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Department by the Contractor under or in respect of the said Agreement.

2. Undertake to pay to the Department on demand and without dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of tribunal relating thereto the said sum Rs..... (Rupees only) or such lesser sum as may be demanded by the Department from us our liability hereunder being absolute and unequivocal and agree that –

3. a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Department certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

- b) We shall not be discharged or released from the liability under this Guarantee by reasons of :
 - (i) Any change in the constitution of the Bank or the Contractor ;
 - (ii) Any agreement entered into between the Department and the Contractor with or without our consent ;
 - (iii) Any forbearance or indulgence shown to the Contractor;
 - (iv) Any variation in the terms, covenants or conditions contained in the said Agreement;
 - (v) Any time given to the Contractor ; or
 - (vi) Any other conditions or circumstances under which, in law, a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs..... (Rupeesonly).
- d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.
- e) Notwithstanding anything contained herein before our liability under this guarantee is restricted to ____ (Rupees_____). Our guarantee shall remain in force upto.

IN WITNESS WHEREOF the Common Seal ofhas been hereunto affixed thisDay of..... 2017.

The common seal of was pursuant to the resolution of the Board of Directors of the Company dated the day of2017. herein affixed in the presence ofwho, in token thereof, have hereto set their respective hands in the presence of -

1.
-

SUBMISSION CHECKLIST

I. Technical Proposal (in 2 copies)

- xv. Letter of Transmittal
- xvi. Information regarding firm's members and Sub-Consultant
- xvii. A brief description of the firm
- xviii. Experience of company
- xix. Appreciation of project
- xx. General approach and methodology
- xxi. Concept design
- xxii. Details of Key Personnel
- xxiii. Curriculum Vitae for each staff member to be deployed on the work
- xxiv. Total manpower deployment schedule
- xxv. Work Program

xxvi. Technical requirement as per Eligibility criteria

xxvii. Financial requirement as per Eligibility criteria

xxviii. Registration copy

xxix. Pan card copy and IT returns submitted

xxx. EMD Amount Rs 5 lakhs DD or B.G original

II. Financial offer (in one copy)

- xv Financial offer - Covering Letter
- xvi Schedule of Summary Price Proposal

III. Presentation

A presentation of technical proposal will be given by the bidder, if required, after the submission of the technical and financial bids. The date, time and venue of the presentation will be intimated to the consultant at least three days in advance.