

**VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY**

**TENDER DOCUMENT**

**NAME OF WORK: 3<sup>RD</sup> PARTY QUALITY CONTROL FOR VUDA**

Chief Engineer,  
Urban Development Authority,  
Visakhapatnam.

Tenderer

**3<sup>RD</sup> PARTY QUALITY CONTROL****Tender Notice No.1/QCC/CE/2013-2014, Dt.18-11-2013**

Tenders are invited from the eligible Agencies / Parties to Visakhapatnam Urban Development Authority for 3<sup>rd</sup> party Quality Control system to the specified Civil & Electrical works executed by Visakhapatnam Urban Development Authority for a period of one year. Interested parties may contact the Chief Engineer, VUDA, Visakhapatnam for further details. Tenders Schedule will be available in the office of Chief Engineer, VUDA Visakhapatnam, 7<sup>th</sup> floor, U.B. Complex, Siripuram junction during office hours from 18-11-2013 to 04-12-2013 up to 3.00 P.M and will be opened at 3.30 P.M on 04-12-2013 in the presence of Tenderers of their authorized agents.

VUDA website: [www.vuda.gov.in](http://www.vuda.gov.in)

The receipt of applications and issue of tender schedules will be available from 18-11-2013 to 04-12-2013 by Chief Engineer in his office up to 3.00 PM on all working days.

**Eligibility Conditions:**

1. The selection of the consultant is based on experience lab facilities, experience of technical persons and offered rate.
2. The consultant shall submit the list of lab equipment, they are having and their proof shall be produced.
3. The consultant shall submit the list of technical persons proposed to be employed on the work with their qualifications and experience.
4. The consultant firms for quality assurance should have 3 years previous experience either from the State Government or from Government of India should be produced along with bid for verification.
5. Each tenderer must enclose Sales Tax, Clearance certificate from the appropriate authorities in the form prescribed their for the year 2011-12.
6. The tenderer must produce the latest Income Tax clearance certificate.
7. The tenderer must pay the schedule cost and Sales Tax of amount of Rs.10,000/- in the shape of DD drawn in favour of the Vice Chairman, VUDA, Visakhapatnam.

Chief Engineer,  
Urban Development Authority,  
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**Procedure of Inspection:**

The field quality assurance staff at the site which will be headed by one senior manager / Engineer would inspect the construction and other activities. Field quality assurance team would consist of Managers / Engineers from the discipline and of Electrical Engineering. The consultant would be provided schedule of works likely to be executed in the next week in advance to the concerned Executive Engineer. So that consultant may plan weekly programme in advance. Besides this their would be junior engineers / supervisors having similar specialization as mentioned above, lab technicians and field assistants. However its exact composition will depend upon the scope of work and the work load based on number of contracts executed by the Visakhapatnam Urban Development Authority.

After obtaining construction programme and the work schedule from Executive Engineers office, a joint visit of the VUDA Engineers/ VUDA sites for inspection and overall appraisal shall be undertaken.

All tests, checks are to be carried out as per relevant IRC codes and IS specifications, APSS and as per IE rules, agreements and drawings for qualitative and quantitative analysis.

The consultant shall make its own arrangements for transport including local travel and for his office accommodations.

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**SCHEDULE – “A”**

**Name of work: 3<sup>rd</sup> Party Quality Control Schedule for VUDA works**

1. GENERAL CONDITIONS OF CONTRACT
1. GENERAL PROVISIONS
- 1.1 Definitions

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

- “Applicable Law” means the laws of India and the state of Andhra Pradesh and Visakhapatnam Urban Development Authority, VSP.
- “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause I of such signed Contract:
- “GC” means these General Conditions of Contract:
- “Government” means the Government of India or Government of Andhra Pradesh as appropriate to the context;
- “Local currency” means Indian Rupees;
- “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- “SCC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- “Services” means the work to be performed by the Consultants pursuant to this Contract as described in the clause 3.0 of SCC;

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## **1.2 Law Governing the Contract:**

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

## **1.3 Language - English**

## **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

## **1.5 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 Consultants shall be taken or executed by the authorized representative of consultant.

## **2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Commencement of Services**

The consultants shall begin carrying out the Services immediately after issue of work order or signing the contract.

### **2.2 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the client and consultant.

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## **2.3 Force Majeure**

2.3.1 The terms and conditions mutually agreed upon this CONTRACT shall be subject to Force Majeure.

2.3.2 Neither Visakhapatnam Urban Development Authority, VSP nor the Consultant shall be considered in default in the performance of its obligations hereunder for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any Government or of any sub division thereof or an order by Court of Law, any act of God and State or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

2.3.3 Should one or both the PARTIES be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications of the CONTRACT.

2.3.4 In the event of Force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest and shall put in their best efforts towards mitigating the costs incurred by the other party.

## **2.4 Termination**

2.4.1 By the Client (VUDA)

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

- a. If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing:
- b. If the Consultants become insolvent or bankrupt;

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- c. If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### 2.4.2 By the Consultants

The consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified below:

If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

### **3.0 OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 GENERAL**

The Consultant shall perform the Third Party Quality Assurance Services for all works costing more than Rs.10.00 lakhs or as specified by the client, for civil, Mechanical & Electrical works.

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound

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management practices, and employ appropriate methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client.

The Consultant shall take all steps to take action in accordance with the Agreement of works contract between VUDA and works Contractor.

### **3.2 Conflict of Interests**

The consultancy fee of the Consultants pursuant to Clause 5 shall constitute the Consultants' sole consultancy fee in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract.

### **3.3 Confidentiality**

The Consultants and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

#### **3.4 Consultant's actions Requiring Client's Prior Approval**

The Consultant has to obtain prior approval from the client

- I. For conducting special tests at any recognized laboratories at no extra cost and owning the responsibility for the correctness of the report.
- II. For engaging any retired / in service Government engineers of Andhra Pradesh.

### **3.5 Reporting system**

The Consultants shall submit the test reports with their remarks directly to the Clients on weekly basis as per TOR. The Consultant would collect the information

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from the project site through detailed formats by carrying out relevant tests and base information along with data will be submitted to the Vice-Chairman, VUDA and forward the same to the Chief Engineer / Superintending Engineer and concerned Executive Engineer. All the information, work wise, would be documented in a register.

### **3.6 Documents Prepared by the Consultants will be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents submitted by the Consultants would remain the property of the Client.

### **4.0 CONSULTANTS PERSONNEL**

As per the terms of reference adequate manpower would be deputed on the project site to carryout necessary tests and preparation of reports. The consultant would depute adequate manpower and other resources at respective locations based on workload and specific requirement. All the liabilities of manpower working on the project would be with consultant.

### **5.0 PAYMENTS TO THE CONSULTANTS**

The payment to the consultant is inclusive of all taxes such as service tax, I.T, I.T Surcharge, E.C, VAT etc.

### **6.0 SETTLEMENT OF DISPUTES**

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Visakhapatnam Urban Development Authority represented by Chief Engineer, concerned Executive Engineer and Vice-Chairman, VUDA is the final Authority. If the dispute is not settled / solved, in that case it shall be referred to adjudication in Court of Law at Visakhapatnam Jurisdiction only.

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## **II SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Brief Description of Task:**

This task involves assisting the client in ensuring good quality of construction for the Civil, Mechanical & Electrical works being taken up under the said project of Visakhapatnam Urban Development Authority.

### **2.0 Back Ground:**

Visakhapatnam Urban Development Authority has taken up the works with a view to give a quality product to the beneficiary / consumer.

For ensuring good quality of construction and improving efficiency, it is proposed to provide third party quality assurance through an independent agency as per the procedure in vogue and guidelines stipulated by the Government.

### **3.0 SCOPE OF SERVICES**

The tasks of consultants are:

- i. Carry out random pre construction QA Checks
- ii. Carry out random QA checks during Construction
- iii. Carry out random QA checks after construction

The role of quality Assurance consultant shall be conducting detailed checks of activities of construction from the starting stage to the finishing stage. This would involve collection of samples and arranging testing. The consultant would be reporting to the concerned officer's level of through weekly report and suggesting interaction with various authorities as and when required. All the tests and quality assurance inspections would be conducted as per the laid down specifications.

- a. Establishment of central reporting station at Visakhapatnam for all kinds of communication and weekly reporting to the Vice-Chairman, VUDA for all types of quality tests. The Q.A reports in technical, systematic informative and qualitative manner.

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- b. The team would be working in Visakhapatnam for conducting Q.C tests.
  - c. Field staff with required mobile testing equipment for onsite inspections including random checks of the works.
- 3.1 The following test to be conducted:

**3.1.1 TESTS ON MATERIALS FOR BUILDINGS**

**1. Tests on Cement**

- a. Standard Consistency
- b. Fineness
- c. Initial and final setting times
- d. Soundness
- e. Compressive strength
- f. Specific gravity

**2. Tests on fine aggregate**

- 3. Tests on coarse aggregate
- 4. Compressive strength of Concrete (Cubes)
- 5. Tests on TMT Steel Bars
- 6. Tests on Bricks & Fal-G-Block & Cement Blocks,
- 7. Concrete Mix design
- 8. Sieve Analysis of Fine and Coarse aggregates.

**Tests on Soils:**

- 1. Soil tests on bored samples including borings.
- 2. Tests on undisturbed soil sample.
- 3. Compaction tests (Standard and Heavy)
- 4. Consolidation test.
- 5. Sieve analysis
- 6. Tests on disturbed samples.
- 7. Shear tests
- 8. Unconfined compression test.
- 9. Liquid Limit and Plastic limit.

### 3.1.2. Tests on Roads:

#### 1. Tests on Bitumen

- a. Penetration
- b. Softening point
- c. Flash & Fire point
- d. Ductility test
- e. Solubility test
- f. Loss on heating
- g. Specific gravity
- h. Bitumen Extraction test

#### 2. Tests on Coarse Aggregates

- a. Impact value
- b. Crushing value
- c. Los Angeles abrasion
- d. Flakiness / Elongation Index
- e. Water absorption
- f. Specific gravity
- g. Stripping value

#### 3. Tests on Fine Aggregates

- a. Specific gravity,
- b. Bulking
- c. Density
- d. Fines Modules
- e. Sive analysis for Grading

### 3.1.3 Mix Design

- f. pavement Quality Concrete (PQC), RCC, PCC.
- g. Marshall stability testing on Bituminous Mixes or hardness test for Mastic Asphalt on prepared sample.

### 3.1.4 Field Test

Pavement design of sub-grade by CBR method.

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### 3.1.5 Tests on Water / Waste water:

- a. Determination of total, suspended and dissolved solids in water / sewage sample
- b. Determination of fixed and volatile solids in water / sewage sample.
- c. Determination of turbidity of water / sewage sample.
- d. Determination of alkalinity of water sample.
- e. Determination of acidity of water sample.
- f. Determination of temporary and permanent hardness of water sample.
- g. Determination of chloride concentration of water / sewage sample
- h. Determination of PH value of water / sewage sample.
- i. Determination of Biochemical Oxygen Demand (BOD) of waste water.
- j. Determination of Chemical Oxygen Demand (COD) of waste water.
- k. Determination of optimum dose of coagulant.
- l. Determination of chlorine demand and residual chlorine.
- m. Determination of dissolved oxygen of water / sewage sample.
- n. Determination of Iron in water sample.
- o. Determination of settleable solids by im-hoffcone.

3.2. In addition, the consultant need to check the manufacture's test certificates for the materials like Pipes & Fittings, Electrical items, Steel, Cement, Bitumen (for Grade) etc. The Contractor will have to provide these certificates, to the consultants at the time of inspection.

3.3.1 The consultant shall faithfully conduct tests/checks and sampling required to be executed by them as per Andhra Pradesh Standard specifications/IRC Specifications/ IE rules/ MORTH/ IS/PH&MED Specifications to the contractors.

3.3.2 The Consultant will be fully responsible for the authenticity of the Test Results and submit test results in original to the Vice-Chairman, Visakhapatnam Urban Development Authority without any hindrance to work.

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3.4 The technical information such as Acceptable Criteria, Tolerance Limits etc., is to be clearly indicated in all the Tests Reports.

3.5. Consultant should verify all the technical equipment viz., Batching Plant

- a. 8-10 tones roller (s);
- b. Vibrator (S);
- c. Paver (S);
- d. Concrete Mixer (S);
- e. Steel centering / formwork used for RCC works by the Contractor / Agency executing the work and confirmed that the same are in proper order. Any lapse / shortfall should be brought to the notice of the Client (VUDA) so as to take corrective steps at once.

4. Assessment about the process involved in the construction, like curing, pitting etc.,

- a. The L.S. sections, cross sections or both indicating final levels which are required for the work. Qualitative assessment about the finished work. For the above basic information of designs, drawings showing the level (pre/post levels) will be furnished by the respective Executive Engineers.
- b. The interim quality assurance reports should also contain the assessment on the overall quality of work done till that date.
- c. The reports shall be furnished in time to process the work bills for payment.
- d. The quality assurance staff shall deployed be made available whenever required on the works and test reports are to be furnished immediately.

#### **5.0 Schedule of Inspection**

The following inspection schedule shall be adhered by the Consultants' Field Quality Assurance team, Surprise checks every day or alternate day or depending upon the job requirements. The Manager/Consultants Engineer will identify the items and the location on site, which will be inspected upon by the Assistant Manger/Site Engineers for the next working day. The concerned

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engineer of the Visakhapatnam Urban Development Authority would be responsible for regular supervision of construction work & workmanship of all the construction works. The Contractor would be advised not to carry out important activities of construction without prior information to concerned Executive Engineer as well as representative of third party quality assurance consultants.

## **6.0 Reporting System**

Documentation of the reports on each work taken up in Visakhapatnam Urban Development Authority, some work-wise photographs & Video, before commencing, during and after execution with final sets of report would be submitted to the Vice-Chairman, Visakhapatnam Urban Development Authority with a copy to the Superintending Engineer / Chief Engineer.

## **7.0 Price & Payment schedule**

### **7.1 Consultancy fee:**

The consultant's fee for the Quality Assurance will be paid at the approved rate (% age) on the value of work done by the consultant.

### **7.2 Service Tax:**

The Consultants would deposit the Service Tax (as applicable) on receipt of payment to the Central Excise Department and the copy of the remittance Challan would be submitted to VUDA as a proof of payment of service Tax.

### **7.3 Payment Schedule:**

The Consultant shall raise the invoice immediately after certifying the quality of work. The client would make the payment in favour of consultant within 2 (two) weeks time after submission of the invoice by the consultant.

### **7.4 Standard Deductions:**

Mandatory / Statutory deductions / recoveries viz., TDS (Income Tax), VAT, etc., would be effected from part bills / payment made towards TDS Consultancy fee from time to time.

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**8.0 Indemnity:**

In case the quality of any work is found inferior to the specification given to Quality assurance consultant, during the Quality check by the State Vigilance department or by any other authority, the Consultant shall indemnify VUDA to an extent of consultancy fee payable for that work.

**9.0 Other Conditions:**

9.1 The consultant's reporting shall be of recommendatory nature informing Visakhapatnam Urban Development Authority, Andhra Pradesh about the quality of materials, based on test results and field observations.

9.2 The construction schedule of various works for which Quality Inspection is required will be given to the Consultants by Visakhapatnam Urban Development Authority, Andhra Pradesh will be given 15 days in advance. The programme of critical activities to be executed for the consequent month will also be given 15 days in advance by the Contractual Agency.

9.3 In case of emergency consultant will have to submit specific report of that concerned work as indicated by the Client.

9.4 The contract will be in force for a period of one year from the date of signing with any modifications from time to time with mutual consent of both parties. Any extension of the agreement can be with mutual consent of both the parties to the satisfaction of the client.

9.5 The details of deployed a technical person with their telephone numbers shall be furnished to all the concerned officers.

**10.0 Period of Agreement:**

12 (Twelve) Months from the date of entering into agreement or extended from time to time on mutual agreement as per the requirement.

### Form of Contract

This Agreement is made on the day \_\_\_\_\_ between on one hand Professor in Department of Civil Engineering, Andhra University, Visakhapatnam and on the other hand Visakhapatnam Urban Development Authority.

Where as

- a. The Client (VUDA) has requested \_\_\_\_\_ a part of the consultant to provide certain consulting services as defined in this contract.
- b. The consultant having represented to the client that it has the required professional skills and personal and technical resources, has agreed to provide services on the Terms and Conditions set forth in this contract.
- c. The client (VUDA) has to make payments from time to time to \_\_\_\_\_ for the services rendered according to the progress of work

Now therefore both the parties have to hereby agrees as follows.

1. The following documents attached shall be deemed to form an integral part of this contract.

Sl. No.	Document	Pages
1	Standard form of Agreement	
2	General conditions of the Contract	
3	Special conditions of the contract	
4	Payment schedule	

### Summary of cost

Description of work	Rate
Total cost of financial proposal including all taxes and duties for providing Third (3 <sup>rd</sup> ) Party Quality Assurance and quality control services for specified works taken up by VUDA including collection of samples i.e. building materials such as course aggregate, fine aggregate, cement, bitumen, road metal, country/ FAL-G bricks, CC cubes, wood and other materials used in construction of work of the said project and testing of above samples, in accordance with procedures laid down in the	

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<p>relevant IS codes. Communicating test results regularly to VUDA and verification of levels in case of road, water supply and sanitary arrangements with any deviations, verification of levels at pre-construction and post-construction stages and as per the directions of Departmental Officers.</p> <p>Advising VUDA for improving the quality and durability of the works and supporting VUDA in technical direction.</p> <p>The consultant should guide the contractor for proper implementation of works and for improving the quality standards.</p> <p>The rate is inclusive of all taxes, Service Tax, Incidental charges, ground transportation, Lab equipment, Documentation charges, Communication applicable including stationery charges, and all sundries for a period of 12 months from the date of commencement or till completion of the project whichever is later.</p>	
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2. The mutual rights and obligations of the VUDA and Consultant shall be as set forth in the contract in particular.
  - a. The consultant shall carryout the services in accordance with the provisions of the contract and
  - b. The VUDA shall make the payments to the consultant in accordance with the provisions of the contract.

IN WITNESS WHERE OF, the parties here to have caused this contract to be signed in their respective names as of the day and year first above written.

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**Eligibility Conditions**

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**FORM OF CONTRACT**

**PRICE BID**

Name of work: 3<sup>rd</sup> Party Quality Control for VUDA

I/We \_\_\_\_\_ do hereby express my willingness to execute the aforesaid work as per the conditions, Standard Specifications., rules, regulations etc., as stipulated in the tender document at \_\_\_\_\_ % ( ) of value of work done.

SIGNATURE AND NAME OF THE TENDERER / AUTHORIZED SIGNATOR.

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3<sup>RD</sup> PARTY QUALITY CONTROL**

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VUDA website: [www.vuda.gov.in](http://www.vuda.gov.in)

CHIEF ENGINEER  
VUDA

**VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY  
U.O. NOTE TO PUBLIC RELATIONS OFFICER, VUDA  
Tender Notice No.1/QCC/CE/2013-2014, Dt.19-11-2013**

Sub: Works – Engg. – VUDA – 3<sup>rd</sup> party Quality control – Publishing of Tender Notice – Reg.

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While enclosing the tender notice inviting tenders for the above subject work in Visakhapatnam the Public Relations Officer is requested to make necessary arrangements to publish the same in the District Edition of one English and one Telugu Daily News papers.

Encl: Copy of Tender Notice

CHIEF ENGINEER  
VUDA

To  
Public Relations Officer, VUDA.

Chief Engineer,  
Urban Development Authority,  
Visakhapatnam.

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