



VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP) FOR “Project Monitoring Consultancy (PMC) Services for Composite Level Grade Separators at NAD Junction, Visakhapatnam”

The Visakhapatnam Urban Development Authority (VUDA) invites Request for Proposal (RFP) proposal from reputed consulting firms for “**Project Monitoring Consultancy (PMC) Services for Composite Level Grade Separators at NAD Junction, Visakhapatnam**”.

Interested consulting firms are requested to download the RFP document from the VUDA website of www.vuda.gov.in and requested to submit their particulars and documents as per the RFP document along with the non refundable processing fee of Rs.23,600/- (Including 18% GST) by way of Demand Draft Drawn on Vice Chairman, VUDA payable at Visakhapatnam on or before **28.03.2018 @ 5.00pm**. The proposals will be liable for non consideration in case of fails to furnish the processing fee and required documents as per RFP document. RFP shall be submitted to the Vice Chairman, VUDA, 9th Floor, Udyog Bhavan Complex, Siripuram Junction, Visakhapatnam-530 003, Andhra Pradesh. Ph & **Fax: 0891-2754189, Mobile Nos:7702333584 & 9908010108.** E-mails:vcvuda@yahoo.com, cevudavsp@yahoo.com & sevudavsp@gmail.com.

**VICE CHAIRMAN,
VUDA**

VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY

DRAFT REQUEST FOR PROPOSAL

The Visakhapatnam Urban Development Authority (VUDA) invites **RFP** Proposal from reputed firms / Agencies “Project Monitoring Consultancy Services for Proof Checking, Construction Supervision, Quality Assurance, Quality Control and Quality Audit for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC”.

The intended agencies are requested to go through the terms and conditions and those meeting the criteria may submit the following:

1. Date of RFP : 06.03-2018
2. Proposal Due Date (PDD): 28-03-2018 @ 5.00 pm
3. Non refundable Tender fee in the form of DD for Rs.23,600/- (20,000/- + 18% GST) drawn in favour of the Vice Chairman, VUDA shall be submitted along with Tender.
4. EMD in the form of DD for Rs.2.00 Lakhs drawn in favour of the Vice Chairman, VUDA shall be submitted along with Technical Bid.

The Application Form and RFP/Bid Document may be downloaded from the home page of our official website <http://vuda.gov.in> and to be submitted to the Vice-Chairman, VUDA, Visakhapatnam, 9th floor, B-Block, Udyog Bhavan Complex, Siripuram, Visakhapatnam - 530003, Ph & Fax : 0891- 2754189 on or before the dates mentioned above.

VICE-CHAIRMAN, VUDA

Application form to express interest for the work of “Project Management Consultancy Services for Proof Checking, Construction Supervision, Quality Assurance, Quality Control and Quality Audit for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC”.

1. Name of the firm :
2. Postal address of the firm :
3. Ph. No., Fax. No. and email :
4. Year of establishment :
5. No. of years in the field :
6. Turnover for the last three years : 2017-18
2016-17
2015-16
7. Name, telephone no/email of contact person for the assignment :
8. No. of Employees with details :
9. Details of related projects handled : (please enclose separate sheet and certificates from the concerned authorities)

DECLARATION

The details furnished above are true and hereby express our interest to undertake the work for the project “Towards Providing, Fixing, Commissioning And Operation Auto Sensing Frequency Musical Fountain At City Central Park, Visakhapatnam ”.

Signature of the authorized representative
Name :
Designation :

**VISAKHAPATNAM
URBAN DEVELOPMENT AUTHORITY**

**REQUEST FOR PROPOSAL
(BID DOCUMENT)**

Selection of Bidder for

“Project Management Consultancy Services for Proof Checking, Construction Supervision, Quality Assurance, Quality Control and Quality Audit for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC”

Date : 06.03.2018

**VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY
OFFICE OF THE CHIEF ENGINEER
7TH FLOOR, UDYOG BHAVAN COMPLEX, SIRIPURAM
VISAKHAPATNAM -530003
email:cevudavsp@yahoo.com**

SECTION I
REQUEST FOR PROPOSAL

RFP No.55/2017-18/CE/VUDA, Dt.06.03.2018

Name of Work: Project Management Consultancy Services for Proof Checking, Construction Supervision for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC.

1.	Department Name	Visakhapatnam Urban Development Authority, Visakhapatnam
2.	Circle / Division Name	Chief Engineer, VUDA
3.	RFP Number	55/2017-18/CE/VUDA dated: 06.03.2018
4.	Tender Subject	Project Management Consultancy Services for Proof Checking, Construction Supervision, Quality Assurance, Quality Control and Quality Audit for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC
5.	Consultancy Charges	Consultancy Charges to be quoted by the contractor.
6.	Period of Contract	24(Twenty Four) Months Construction period + 24months defects liability period including monsoon
7.	Form of Contract	Lumpsum
8.	Tender Type	Open
9.	Tender Category	Consultancy Services for similar Civil Works
10.	Bid Security	Rs.2.00 Lakhs
11.	Bid Security Payable to	In the shape of unconditional & irrevocable Bank Guarantee in the favour of Vice Chairman, VUDA, Visakhapatnam to be valid for a period of 6 months from the date of bid notice (OR) DD/BG in favor of Vice Chairman, VUDA, Visakhapatnam.
12.	Tender Fee	Rs.23,600/- (Including @ 18% GST)
13.	Tender Fee Payable to	In favour of Vice Chairman, VUDA, Visakhapatnam.
14.	Pre-bid Meeting Date	19-03-2018 Location: Office of Chief Engineer, VUDA, 7th Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam.
15.	Date of issue of Tender Document	06.03.2018 @ 11.00 am
16.	Last Date & Time for receipt of Bids	28.03.2018 @ 5.00 pm
17.	Technical Bid Opening	29.03.2008 @11.00 am
18.	Price Bid Opening date	Will be intimated
19.	Currency of payment	All payments to be made by the Client will be in INR only

20.	Place of Price Bid Opening	Office of Chief Engineer, VUDA, 7th Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam - 530003
21.	Officer Inviting Bids/ Contract Person	Chief Engineer, VUDA, Visakhapatnam.
22.	Address / E-mail ID	Chief Engineer, VUDA, Visakhapatnam. cevudavsp@yahoo.com
23.	Contact Details/ Telephone, Fax	(i) Superintending Engineer, VUDA, Mobile No.7702333584 (ii) Executive Engineer, VUDA Mobile No.9908010108

The interested bidders may download the **RFP** document from the **VUDA** web site for any further information please contact **Office of the Chief Engineer, VUDA, 7th** Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam - 530003 on any working day.

1.1 Introduction of the Project:

The VUDA has proposed to engage "Project Management Consultancy Services for Proof Checking, Construction Supervision, Quality Assurance, Quality Control and Quantity Audit for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC"

For effective implementation and timely completion of the sanctioned projects, the client VUDA desires to engage Project Management Consultancy Services for day-to-day Monitoring, Construction Supervision and Quality Control & Assurance for the above works.

1.2 The objectives and description of the services are :

The objective of the Client is to engage highly qualified consultants with proven relevant experience in implementing the projects of similar nature and experience, in assisting the client with Project Management Consultancy Services for Proof Checking, Construction Supervision, Quality Assurance, Quality Control and Quantity Audit for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC.

VUDA intends to appoint a Consultant for monitoring of the project, "**Project Management Consultancy Services for Proof Checking, Construction Supervision for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC**". As per the Terms and Conditions of the Agreement (s), the Consultant shall perform all the duties as per TOR given in this PMC document along with any amendment thereof. Selection of Consultant shall follow the laid down procedure in the RFP document.

The required Consultancy services include:

- i. **Proof checking of designs submitted by the EPC contractor, Monitoring of the projects, Progress Reporting and Updation of records on day- to-day basis etc.**
- ii. **Assist in Construction, Supervision of above Project works executed through the EPC contractor to ensure compliance with specifications and their completion on time as per standards.**
- iii. **Quality Assurance, Quality Control & Quantity Audit in day-to-day execution.**
- iv. **To assist the client, guiding EPC contractor for obtaining all necessary permissions / clearance / approvals by the EPC criteria. As a user agency this Department will initiate the proposals in respect of above**

1.3 ELIGIBILITY AND OTHER REQUIREMENTS :

1.3.1 Eligibility criteria

Minimum Eligibility criteria are as under:

S.No	Experience of the firm in last 10 years		Annual Turnover
	Preparation of DPR	Project Supervision	
1 (a).	The firm should have minimum experience of preparation of detailed Project Report/ Feasibility Study cum Preliminary Design Report of Flyovers/ Major Bridges/ Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way of aggregate value equal to 2 times or more(> Rs.228.00 Crores) of similar category for which RFP is invited.	The firm should have minimum Experience of Project Supervision/Independent Engineer/ Authority"s Engineer of Flyovers/ Major Bridges/ Elevated Corridors/ Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way of aggregate value equal to 3 times or more (> Rs.341.00 Crores) of similar category for which RFP is invited.	Annual turnover (updated average of last 3 years) of the firm from consultancy business should be equal to or more than 2% of Estimated Project Cost. i.e., Rs.2.26Crores

1 (b)	Firm should also have Prepared DPR/Feasibility Study cum Preliminary Design Report for at least one project of similar category of Flyovers/ Major Bridges/ Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way of not less than 40% of project cost. i.e., Rs.45.00 Crores	Firm should also have experience of Project Supervision/Independent Engineer/ Authority Engineer of at least one project of similar category of Flyovers/ Major Bridges/Elevated Corridors/Metro Corridors / Interchanges with PSC Girder Technology of minimum 2 lane carriage way of value equal to 40% of project cost. i.e, Rs.45.00 Crores.
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1.3.2 a) **The Consultant firm should have a turnover** in the same name and style in any one of the financial years during the last Three financial years and updated by giving 10% simple weightage per year to bring them to 2017-2018 price level. Sub contractors /GPA holders experience shall not be taken into account.

b) **The Consultant firm should have eligibility criteria** in the same name and style in any one of the financial years during the last Ten financial years and value shall be updated by giving 10% simple weightage per year (5 years) to bring them to 2017-2018 price level. Sub contractors /GPA holders experience shall not be taken into account for co1.1(a) & 1(b).

i. **The firm should be well versed with Project Management Consultancy works executed under EPC and various orders of Govt.**

ii. **The Bidder must produce PAN No. and copy of latest returns for last three financial years filed by them.**

iii. **The Bidder must produce proof of GST registration.**

iv. **Equipment:** Each Bidder should demonstrate the availability of his own or leased equipment required for PMC

v. **The firm shall submit proof of evidence in support of their eligibility criteria and experience. Government experience will only be considered and experience considered should be signed by not bellow the rank of Executive Engineer and countersigned by Superintending Engineer.**

1.3.3 The points assigned to Technical Evaluation criteria are:

	Criteria	Max Marks
1	For MORTH Empanelled Consultants	3
2	<p>Experience in Construction Supervision/Independent Engineer/Authority Engineer in Highway Projects of the following value of project cost of similar category for which RFP invited of Flyovers/ Major Bridges/Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way in last 10 years.</p> <p>a) Aggregate Value of the project in the last 10 years.</p> <p>i) Value above Rs.341.00 Crores upto Rs.512.00 Crores --5 Marks</p> <p>ii) Value above Rs.512.00 Crores upto Rs.682.00 Crores -- 9 Marks</p> <p>iii) Value of Rs.682.00 Crores and above. -- 12.5 Marks</p> <p>b) Single Project Cost in the last 10 years.</p> <p>i. Value above Rs.45.00 Crores upto Rs.67.50 Crores. -- 5 Marks</p> <p>ii. Value above Rs.67.50 Crores upto Rs.90.00 Crores. -- 9 Marks</p> <p>iii. Value of Rs.90.00 Crores and above. -- 12.5 Marks</p>	25
3	<p>Experience in DPR preparation/ Feasibility Study cum Preliminary Design Report for Number of Highway Projects of the following value of project cost of similar category for which RFP invited of Flyovers/ Major Bridges/Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way in last 10 years.</p> <p>a) Aggregate Value of the project in the last 10 years.</p> <p>i. Value above Rs.228.00 Crores upto Rs.342.00 Crores. -- 2 Marks</p> <p>ii. Value above Rs.342.00 Crores upto Rs.456.00 Crores.-- 3.5Marks</p> <p>iii. Value of Rs.456.00 Crores and above. -- 5 Marks</p> <p>b. Project Cost in the last 10 years of each project not less than 45.00 Crores.</p> <p>i. Single Project -- 2 Marks</p> <p>ii. Two projects -- 3.5 Marks</p> <p>iii. More than two projects -- 5 Marks</p>	10

4	Average updated Annual Turnover (last 3 financial years) from consultancy business (Annual Turnover shall be certified by Chartered Accountant) –Rs 2.26Crores	2
5	Key professional staff qualification and competence for the assignment.	
a.	The senior bridge construction engineer cum project manager shall have handled similar arrangements as a Team Leader/project manager and worked on at least one project of similar nature in the capacity of Project Manager and have 10 years or more experience in construction field pertaining to Flyovers/ Major Bridges/Elevated Corridors / Metro Corridors / Interchanges with PSC Girder Technology of minimum 2 lane carriage way. (Max 20 Marks weightage will be given for experience more than 10 years) a) 10 years experience – 10 marks + 2 marks extra for each year of experience over 10 years , there of subject to max-10 marks.	20
b.	Quality Assurance and project engineer shall have minimum 5 years experience in the relevant field. (Max 10 Marks weightage will be given for experience more than 5 years) a) 5 years experience –5 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.	10
c	Quantity surveyor shall have minimum 5 years experience in relevant field. (Max 10 Marks weightage will be given for experience more than 5years) a) 5 years experience – 5 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.	10
d.	Highway and construction engineer cum surveyor shall have 5 years experience in the relevant field. (Max 10 Marks weightage will be given for experience more than 5years) a) 5 years experience – 5 marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks	10
e.	Design Engineer shall have 5 years experience on the relevant field with knowledge of stand/stand pro and AutoCAD etc and M.Tech in structural engineering. (Max 10 Marks weightage will be given for experience more than 5years) a) 5 years experience – 5marks + 1 mark extra for each year of experience over 5 years , there of subject to max-5 marks.	10
	Total	100

The minimum technical score required for opening financial bid will be **75 Marks**

1.3.4 Hard Copies: All the bidders shall produced hard copies of all the documents at the time of opening of technical bids.

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

In case, it is detected at any stage that the affidavit is false, he will abide by the action taken by the VUDA /AP State Government without approaching any court whatsoever for redress.

- 1.5 The Chief Engineer, VUDA reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.
- 1.6 The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance.
- 1.7 The Bid Security will be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity. Or
 - b. If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
 - c. If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
 - d. If the Successful Bidder fails to furnish the Performance Security within the stipulated time.
- 1.8 The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. For a given Project, Stage - 1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall only be considered for further evaluation. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated.
- 1.9 The total time period for the assignment as Consultant will be for Construction Period (minimum 24 months upto the completion of the project in all respects) +24months for defect liability period.
- 1.10 Consultants may apply as a sole firm only. Joint Venture with other consultants is not acceptable. If the consultant submits bids as sole applicant and also in JV / Association with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.
- 1.11 The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted with all pages numbered serially, along with an index of submission as per procedure in a hard bound form. The Financial proposal is to be submitted along with technical bid. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Employer may reject the Proposal.
- 1.12 Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
- 1.13 **Procedure for Bid Submission:** The bidder shall submit his response either by register post with ack. due /courier service or by hand only before the last date of submission of bids. The client will not take any responsibility for any delay in submission of bids. Only bids received in full form before the last date and time shall be considered.

The bidders shall submit their eligibility and qualification documents, **Technical bid, Financial bid** etc., in the standard formats prescribed in the Tender documents, displayed in VUDA web site. The bidder shall submit copies of all the relevant certificates, documents etc., in support of their eligibility/criteria/ technical bids. The bidder shall sign on the statements, documents, certificates, uploaded by him owing responsibility for their correctness / authenticity.

The Technical bids of the bidders will be evaluated based on the certificates / documents submitted only towards the qualification criteria furnished by the bidders. The detailed procedure for bid submission is described in bid document.

1.14 Submission of Hard Copies

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

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

1.15 Deactivation of Bidders:

- a. The successful bidders found defaulting in submission of hard copies of original DD/BG for EMD/ Transaction fee and other submitted documents to the Tender Inviting Authority before concluding the agreement will be suspended/ disqualified from participating in tenders for a period of 12 months
- b. The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements submitted by him before concluding agreement.
- c. The tenderers shall be required to furnish a declaration in stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.

1.16 General Terms & Conditions

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

1. The details and certificates are to be furnished as per the proforma available in the tender schedules.
2. Deleted.
3. The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD, if he is found to have misled or furnished false information in the forms/statements/ certificates submitted in proof of qualification requirements.
4. Even while execution of the work, if found that the contractor had produced False/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD and all the amounts due to him.

5. The domestic bidders will have to furnish Power of Attorney in appropriate format in Non-judicial stamp paper of appropriate value duly Notarized for submission of the bid, for negotiating with Client and for signing the Agreement. The successful bidder shall have to submit a fresh Power of Attorney duly notarized for transacting or business relating to execution of work immediately after signing of Agreement.

1.17 Special Conditions

1. Government reserves the right to cancel/alter the bid conditions at any time.
2. The bidder should submit a copy of valid GST registration certificate issued by the GST registration authority.
3. Bidders may be required by the Employer to justify, to the Employer's satisfaction, their bid price.

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

1. Introduction : Visakhapatnam Urban Development Authority (VUDA), “the Client” is desirous of obtaining Project Management Consultancy Services for Proof Checking, Construction Supervision for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC” to be taken up by Visakhapatnam Urban Development Authority (VUDA).

1.1 The objective and description of the services are:

- i. Day-to-day Proof checking of designs submitted by the EPC contractor, Monitoring of the projects, Progress Reporting and Updating of all records on day- to-day basis.
- ii. Assist in the Construction, Supervision of above Project works executed through the EPC contractor to ensure compliance with specifications and their completion on time as per standards.
- iii. **Quality Assurance, Quality Control & Quality Audit** in day-to-day execution.
- iv. To assist EPC contractor for obtaining all necessary permissions / clearance / approvals. As a user agency this Department will initiate the proposals in respect of above.
- v. **Attend to the all queries raised by any Vigilance enquiry.**

1.2 Scope of the work: **Project management Consultancy Services for Proof checking, construction supervision, quality assurance, quality control & quality audit for the work of “Design and Construction of a composite Grade Level Separators at NAD Junction, Visakhapatnam under EPC.**

1.3 Therefore, to carry out above items, the VUDA has decided to appoint consultant firm for Project Management Consultancy (PMC) services. VUDA will expect the consultants to illustrate the interest and commitment to utilize the latest National and International Techniques in order to promote fast, efficient, economical and effective completion of the works. It is the intention of VUDA to be among the forerunners in applying Modern Construction techniques.

2. Source of funds

The work is funded by VUDA/Govt. of AP.

3. Eligibility and other Requirements

A. Eligibility criteria – Refer clause 1.3 of Section –I

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

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

3.2 Other requirements :

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

4. Cost of bidding

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

5. Site visit

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

B. Bid Documents

6. Bid documents

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

Section I: Notice Inviting Bid (NIT)

Section II: Instructions to Bidders (ITB)

Section III: General Conditions of Contract (GCC)
Section IV: Terms of reference (TOR)
Section V: Form of Letter of Acceptance, Form of Bank Guarantee for Security
Deposit, form of agreement, Form of General Power of Attorney, GPA Affidavit,
Affidavit
Section VI: Schedules of Supplementary Information
Annexure-A – Check list
Statement-I - Experience in Construction supervision
Statement-II - Experience in DPR Preparation Statement-III –
Annual Turn over
Statement-IV- Existing Commitments
Statement-V – Critical Equipment.
Statement-VI – Key personal Statement-VII - Litigation History.
Statement-VIII- Bid Capacity.
Data Sheet – I - Bidder’s Appreciation of the Project
Data Sheet – II - Bidder’s Organizational Setup for the Project
Data Sheet – III - Management of Design and Engineering Services

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

7. Clarification of tender documents

In case any clarification is required by the bidder, they may obtain it personally or in writing well in advance from the VUDA. Clarification for which written request has been received at least 3 days prior to pre-bid meeting only will be answered

8. Amendment of Bid documents

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

C. Preparation of Bids

9. Language of the documents

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

10. Documents comprising the tender

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

11. Tender prices

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

11.1 Tender validity

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

12. Format and signing of tenders

- 12.1 The uploaded bid documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.
- 12.2 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the VUDA, or as necessary to correct errors made by the bidder, in which case all such corrections shall be initialed by the person or persons signing the bid.
- 12.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be printed below their signatures.
- 12.4 Only one Bid shall be submitted by each Bidder. No Bidder shall participate in the Bid of another for the same contract in any capacity whatsoever.

13. Deleted

14. Bid Security deposit, its forfeiture and penal action

- 14.1 The bidder shall furnish as a part of his tender Bid Security for Rs 2.00 lakhs valid for 180 days.
- 14.2 The Bid Security to be furnished shall be in the form of Demand draft/Banker's Cheque/ Irrevocable and unconditional Bank guarantee valid for 180 days obtained from any scheduled commercial Bank/ Nationalized Bank as per the proforma given drawn in favour of Vice Chairman, VUDA, Visakhapatnam. The format of Bank Guarantee is given as [Annexure B](#).

14.3 Any tender not accompanied by the Bid Security will stand rejected.

14.4 Deleted.

14.5 "Forfeiture of Bid security": If after submitting the tender, the bidder withdraws his offer or modifies the same or if after acceptance of his tender fails or neglects to furnish the Performance security, without prejudice to any rights and powers of the Employer here under or in law, the employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder. The employer shall also have right to forfeit the full amount of Bid security if the contractor fails to submit the performance guarantee within 21 days from the receipt of LOA issued.

14.6 In the event of tender being not accepted the amount of Bid Security deposited by the bidder, shall unless it is prior thereto to forfeit under provisions of sub clause 14 above, be refunded to him on passing of receipt thereto without any interest.

14.7 Any bid not accompanied by both the EMD will be rejected by the employer as "non responsive"

15. Pre-tender meeting

15.1 A pre tender conference open to all prospective bidders will be held at O/o the Chief Engineer, VUDA, Visakhapatnam wherein the prospective bidders will have a n opportunity to obtain clarifications regarding the tender conditions and the work. For this, only questions received in writing 3 days prior to the pretender conference shall be answered.

16. Amendments to tender document

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

17. Submission of tenders

Bidders need to submit their bids in hard bound form in two covers, financial bid and commercial bid separately in the office of the Chief Engineer, VUDA through Regd. post / Courier service or through his agent on or before last date of submission of bids.

a. The technical bid evaluation of the bidders will be done on the certificates / documents submitted online only towards qualification criteria furnished by the bidders.

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

- i. The successful bidder shall furnish the original hard copies of all the documents / certificates/statements submitted by him before concluding the agreement.
- ii. The bidders shall be required to furnish a declaration in online stating that the soft copies submitted by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from canceling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.
- iii. The successful bidders found defaulting in submission of hard copies of original DD/BG for EMD/ Transaction fee and other submitted documents to the Tender Inviting Authority before concluding the agreement will be suspended/ disqualified from participating in tenders for a period of 12 months.

18 The VUDA may, at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with Clause 16, in which case all rights and obligations of the VUDA and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

19. Deleted

20 Bid opening and evaluation

21. Tender opening

Tender opening will be as per the procedures.

22. Tender liable for rejection

The tender is likely to be rejected if on opening it is found that –

- a. The bidder has not strictly followed the procedure laid down for submission of tender.
- b. The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
- c. Additions, corrections or alteration are made by the bidder on any page of the tender document.
- d. Any page or pasted slips are missing.
- e. The bidder has not signed the tender.
- f. The bidder has specified any additional condition.
- g. The bidder has not attached the addendum to the main tender
- h. In case the technical proposal of bidder who has quoted lowest price and who has satisfied other criteria is not conforming to the stipulations made, the bidder without revising the cost shall modify the same to conform to the stipulations. If the bidder refuses to modify this then the tender shall be treated as non responsive and rejected.
- i. The bidder has quoted financial offer anywhere other than specified in Financial Bid.

23. Clarification of tenders

To assist in examination, evaluation of tenders the VUDA may ask bidders individually for clarification of their offer including break down of costs, reasons in case of very high/very low offer. Such request shall be in writing and the response shall also be in writing.

24. Correction of errors

If there is any discrepancy between the offer quoted in figures and in words, the rate quoted in words will be treated as the offer.

25. Evaluation and comparison of tenders

- a. The VUDA will evaluate and compare only those Bids, which have been determined to be substantially responsive to the requirements of the Bid documents in accordance with clause 10 & Clause 6.
- b. Evaluation of the Bids shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the Bids which may effect the execution of the works in the manner and / or the time specified, and their relationship to the Bid amount offered. Such deviations or reservations will not be permitted, and such Bid shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of Bids.

26. Award criteria

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

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

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

28. Process to be Confidential

- 28.1 After the opening of Bids information relating to examination, clarification, evaluation and comparison of Bids and recommendations, concerning to the award of contract shall not be disclosed to the Bidders or any other persons not officially concerned with the process until the award of the Contract to the successful Bidder has been announced.
- 28.2 Any effort by any Bidder to influence the officials of VUDA in the examination, clarification, evaluation and comparison of Bids, and in any decisions concerning award of a contract, may result in the rejection of the Bidder's Bid.

29. Notification of award

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

completion and maintenance of the work by the Contractor as prescribed in the Contract. This notification of award will constitute formation of contract.

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

30. Performance guarantee/EMD

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

31 Signing of agreement

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

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

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

- o. "Technical Proposal" means the technical proposal submitted by the consultant and accepted by the Employer.

1.2 Relation between the Parties

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

1.3 Law Governing the Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

Employer: The Chief Engineer,
Visakhapatnam Urban Development Authority,
7th Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam
- 530003
Andhra Pradesh

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

1.7 Location

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

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Member shall authorize one of the entities to act on their behalf in exercising all the consultants rights and

obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

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

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

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

to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

i. Definition

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

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

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

ii. No Breach of Contract

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

iii. Measures to be taken

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

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

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

iv. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and

necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

v. Consultation

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

vi. Suspension

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

vii. Extension of Time

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

2.8 Termination

2.8.1 By the Employer

The Employer may, by not less than thirty (30) days" written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.8.1, terminate this Contract:

- a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b. if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 10© hereof;
- d. if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- e. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f. if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

g. if the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

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

2.8.2 By the Consultants

The Consultant, may by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs

- a. through (d) of this Clause GC 2.8.2, terminate this Contract.
- b. if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty- five(45) days after receiving written notice from the Consultants that such payment is overdue;
- c. if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- d. if, as the result of Force Majeure, the Consultant , are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. if the Employer fails to comply with any final decision reached as a result of pursuant to Clause GC 10(c) hereof.

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

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

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.8.1 or 2.8.2 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- i. Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- ii. Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii. except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty- five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 10(c) hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of The Consultants

3.1 General

3.1.1 Standard of Performance

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

The detailed engineering drawings/fit for construction/working drawings shall be submitted to the engineer in charge/executive engineer for approval and comply with the comments / suggestions given without any additional cost. Not with standing any approvals of the client, the consultant shall remain fully responsible for quality and correctiveness of his work.

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to Clause GC 3.2.3 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to engage in certain Activities

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultant

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

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultant' Actions requiring Employer's prior Approval

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

Entering into a subcontract for the performance of any part of the Services, it being understood

- i. that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employers prior to the execution of the subcontract, and
- ii. that the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; and

3.8 Specific Responsibilities of the Consultant

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

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

3.9 Reporting obligations

The Consultant shall submit to the Employer the reports and documents specified in Appendix A hereto. At the end of the project before the final payment the consultant shall submit a set of all working drawings / good for construction with a project completion report. The Consultant is expected to provide suitable presentations of the project during the review meetings of the client / employer.

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

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

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant, shall not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. The Consultant shall however not use these documents for any purpose to any agency other than the client without prior written approval of the client.

3.11 Equipment and Materials furnished by the Employer.

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

4. Consultants' Personnel

4.1 General

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

4.2 Resident Project Manager

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

5. Obligations of the Employer

5.1 Assistance and Exemptions

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

5.2 Access to Land

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

unless such damage is caused by the default or negligence of the Consultant or any sub-Consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

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

6. Time Schedule as mentioned in TOR

7. Payments to the Consultant

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

7.1 Mode of Billing and Payment

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

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

7.2 Retention:

- a. The department shall retain from each payment due to the consultant @ the rate of 7.5% of bill amount until completion of the whole of the Works.
- b. The retention amount so accumulated will be released against an Unconditional and irrevocable Bank Guarantee in spells of **Rs.25.00Lakhs**.
- c. On completion of the whole of the Works half (5%) of the total amount retained including 2.5 % EMD is re-paid to the Contractor and balance half (5%) along with performance security(2.5%) when the Defects Liability Period has passed and the Employer/ Employer's representative has certified that all the Defects notified by the Employer/ Employer's representative to the Contractor before the end of this period have been corrected.
- d. On completion of the whole works, the Contractor may substitute retention money with an "on demand" Bank Guarantee.

7.3 Liquidated Damages:

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

relieve the consultant from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

- b. The liquidated damages will be @ Rs.50/- per lakh of balance project management work per each day for the period of delay which is shortfall for that mile stone will be levied in accordance with the approved construction programme.
- c. The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

7.4 Mobilization Advance: No Mobilization Advance will be paid.

8. Fairness and good faith

a. Good Faith

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

b. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 10(c)hereof.

9. Secrecy And Confidentiality

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

10. Settlement of Disputes

a. Amicable Settlement

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

b. Dispute Settlement

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

c. Arbitration

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultant in connection with, or arising out of the Consultant, of the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Executive Engineer who shall, within a period of thirty days after

being requested by the Consultant to do so, given written notice of his decision to the Consultant. Upon receipt of the written notice of the decision of the Executive Engineer the Consultant shall promptly proceed without delay to comply with such notice of decision.

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

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

(a). Claims up to Rs.10,000/-: Superintending Engineer
VUDA

(b). Claims above Rs.10,000/- : Chief Engineer,
and upto 50,000/- in Value VUDA

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

(ii) Settlement of all claims above Rs.50,000/- in value,

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

11. FORECLOSURE

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

SECTION IV TERMS OF REFERENCE

“Consultancy Services for Proof checking construction supervision, quality control and assurance for the work of “Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under Engineering Procurement and Construction systems”

1. The Project:

VUDA intends to procure the **Project management Consultancy** services of a consulting firm to, proof checking of the designs submitted by the EPC contractor at various appropriate stages and project Construction, Supervision and Quality Control Assurance. The consultant should act as employer’s Representative to the EPC/Turnkey contractor.

2.The Proposed Services 2.1

Objectives

The main objective of the Service shall be proof checking of the Contractors design and carryout construction supervision and Quality Control Assurance. Through all the project phases, VUDA will expect the consultants to illustrate the interest and commitment to utilize the latest national and International techniques in order to promote fast, efficient, economical and effective completion of the works. It is the intention of VUDA to be among the forerunners in applying modern construction techniques.

2.2 Description of Assignment

The services of the consultant are required during the construction phase for construction, supervision and Quality Control Assurance. Proof checking of Contractors design and Quality Assurance & Project Management.

2.3 Detailed scope of Services

2.3.1 Proof checking of contractor’s Design

The services will include, but not limited to the following:

1. Proof checking the Contractor’s architectural & structural designs as per relevant and acceptable standards along with recommendation for approval. Proof checking involves checking the designs of General Arrangement Drawings, levels and?
2. Check the Structural Analysis & Designs of Foundations, Super structure including bearings, retaining structures, expansion joints, crash barriers, etc.
3. Check the Design lighting scheme, Pavement Design, Electrical Network, drainage system, landscape and signal places and all other connected works for the effective functioning.

4. Check traffic diversion plans, construction methodology and programme of the contractor, casting yard, Contractor's Equipment, Fabrication Units and give recommendation for acceptable systems.
5. The proof consultant shall ensure durability, serviceability, structural adequacy, conformation to the design standards, aesthetics ease of construction for each structural and services components before recommending the same for approval.
6. After scrutiny, the corrected design and drawings shall be cleared within two weeks of submission by contractor subject to compliance of all points and issue the drawings good for construction / manufacture appropriately.
7. Any component which requires redesigning on account of exigencies of the site like redesigning the foundations for utilities etc., duration of work shall be approved as expeditiously as possible.
8. The consultant shall attend all the review meetings conducted by VUDA from time to time without any extra cost and shall also be available for any clarifications.
9. Proof checks the „As-Built“ drawings submitted by contactors
10. The Consultant shall bring out such issues related to construction which may lead to difficulties, litigation, delays etc.,
11. Highlight design issues impinging on aesthetics, Visual appeal, functional problems etc.,

2.3.1.1 Criteria for Designs / Proof Checking

The designs evolved by the Contractors shall conform to the following criteria:

1. To have good constructability, amenable for speedy construction and efficient functional operation.
2. To be economical & sustainable.
3. To be flexible to take care of existing services where they cannot be shifted
4. To be innovative with good aesthetics and in harmony with the environment.
5. To take into cognizance all the necessary requirements of Environmental Impact Assessment of the Pollution Control Board.
6. Scheme to be traffic- friendly, with least disturbance to traffic and public during construction.
7. To be based on proven experience for other similar projects constructed on a fast- track basis.
8. To have scope to innovate for achieving speedier construction.

2.3.2 Services: Construction, supervision, and Quality Control Assurance & Project Management

2.3.3 Scope of Work for Construction, supervision and Quality Control Assurance & Project Management

- i. The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works including quality control assurance. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The services will include, but not be limited, to the following:
 - a. Represent the interest of the VUDA vis-à-vis the Contractor in any matter related to the construction contract and the proper execution thereof
 - b. Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.
 - c. Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
 - d. Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation work or expenses or other similar matters.
 - e. Compute quantities of approved and accepted work materials check, certify and make recommendations on the contractor's monthly and final payment certificates. All payments shall be checked and countersigned by the Consultant
 - f. Prepare and submit monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.
 - g. Propose and present for approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time for completion of the project, and prepare all relevant specifications and other details.
 - h. Maintain representatives at the site in such manner that adequate supervision of construction works and quality control assurance is undertaken at all times when the Contractor is working be it day or night. This shall also include for fabrication works at the manufacturer's workshops / factories etc.
 - i. Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the contract Documents, ground survey controls, quality control, testing and other matters related to contract compliance and progress of the project.
 - j. Organize the supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work to ensure effective execution.
 - k. Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

- l. Review and approve the Contractor's working drawings, and drawings for temporary works, approval of bar bending schedule, test procedures etc.,
- m. Assess the requirement of material and personnel to speed up construction, erection of equipments, testing & commissioning as per schedule.
- n. Perform all survey measurements of completed or partial works where required for the determination of quantities.
- o. Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and terms and conditions incorporated in the contract. All local materials & equipments incorporated and their source are also to be approved and „As-Built“ drawings to be prepared for all works.
- p. Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.
- q. Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate for substantial completion.
- r. Scrutinize the “As built drawings” submitted by the Contractor and submit to the Client one complete set of reproducible as well as in a compact disc. This shall also include for Operation & Maintenance manuals for the Mechanical & Electrical equipments.
- s. Perform all other tasks not specifically mentioned above but which are necessary and essential to successfully supervise and control all construction & erection activities in accordance with the terms of the contract.
- t. The consultant shall supervise during the construction period of the assigned for the work, ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised at all stages of construction and fabrication viz. Approval of materials, including prescribing for tests periodically and acceptability criteria and workmanship at all steps of execution of individual items of work.
- u. The consultant shall ensure proper laboratory tests on materials for construction such as cement, steel, bricks and other materials etc. Essential gauges, instruments etc. should be arranged to be calibrated periodically. The consultants shall maintain necessary records and obtain data in support of the same. The consultants shall ensure all field laboratory tests on materials for construction as well as partially or completely

erected structures etc. are carried out by contractors and maintain adequate records thereof.

- v. The consultant shall suggest to client modifications if any, due to site conditions and advising regarding cost variations on account of extra items and escalation excesses on the contract value etc.
 - w. The consultant shall help the employer to ensure regular and timely flow of working drawing / instructions.
 - x. The consultant shall undertake verification of work on completion and submitting certificate of completion of work along with completion report in 5 copies. The project Manager will prepare the necessary certificate and furnish the same to the VUDA.
 - y. The consultant shall carry out verification, by taking and recording joint measurements of the final bill to be submitted by the Contractor & preparation and finalization of final bills as per the terms and conditions of Contract Agreement and issue certificate for release of final payments by the VUDA.
 - z. The consultant shall advise the client with regard to extra claim / disputes if any till the issues are settled. The consultant will also be required to brief the legal adviser/legal consultant of the client on issues pertaining to the work as necessary.
- ii. The consultant's special responsibility is of giving approval to the Quality Management plan prepared by the contractor and ensuring compliance with its requirements during the execution of the contract. Additional actions listed in following scope for generating such Quality Management requirement functions. The Quality Management plan shall consist of the following points in general.
- a. Prepare a manual containing Quality Management plan including Quality Control procedures and check lists for approval to materials and methods at various stages of construction and evolve a system for maintaining records for work and test results.
 - b. Following approval to the Quality Management plan by VUDA the consultant will instruct the contractor in its day to day implementation including advising on the organization of laboratory and equipment requirements at site and in the manufacturer's factories and demonstrate the different work procedures and maintenance of records.
 - c. Checking on the Contractors construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during construction.
 - d. Monitoring the implementation of the Quality Management System and various other suggestions made by the Officer of the VUDA during periodical visits, compiling and analyzing the test results and advising on necessary remedial / corrective Action in time.
 - e. Furnishing monthly reports on monitoring of quality control to the VUDA covering the above mentioned aspects and any other important points relevant to the quality of work.
 - f. Submitting a final report on quality aspects of the entire job on its completion.

- iii. **Pre- Construction Stages:** Review of the project at this stage is to primarily review and monitor the preparatory activities that go into a project prior to beginning of audit and prior to actual construction. Such review should cover:
 - a. Undertake site visit to examine availability of land/right of way for the projects, to examine that the project site is free of encumbrances; access to site is available; etc., Report on handing over of site to the contractor for construction.
 - b. Report of progress with respect of shifting of utilities if applicable.
 - c. Review the probability of escalation in project cost and time delay in implementation on account of delays in site preparation and statutory clearances.
- iv. **Work Quality Issues:**
 - a. Review the degree of quality control exercised during the construction by the contractor (maintaining adequate arrangements/practices(tests, numbers, frequency, approach and timing etc.)/documentation (QC registers, test reports, observations of supervisory staff, compliance etc). Identify non compliances and suggests necessary improvements and compliance methodologies.
 - b. Carry out additional testing of the materials and works where necessary at site or in the approved laboratories, Care should be taken to minimize the additional testing and shall preferably be carried out where a prima facie doubt arises related to quality of works and/ or compliance of standards.
 - c. The consultants shall check the materials in the stockyard constantly (especially pipes) and has to verify the same with the MB entries from time to time.
 - d. Review the action taken on the earlier reported non compliances and rectify including following up for action on earlier reported on compliances.
 - e. Assist the VUDA in resolving the issues related to non compliances. The Consultant's responsibility does not end by merely pointing the defects rather they should facilitate the follow up action required to rectify the defects.
 - f. Create photo documentation of quality related issues including its compliances with data and geo tags.
 - g. Subject to quality of works covered under every bill submitted counter-sign the quality certificate along with the Engineer- in-Charge.
- v. **Environmental and social issues; statutory requirements**
 - a. Safety management at the construction sites as per the relevant (S codes such as (but no limited to) IS 3764; Code of safety for excavation work (first revision),IS:5916; safety code for construction involving use of hot bituminous materials etc.,
 - b. Report on court cases, which likely to affect physical progress of the project
- vi. **Over all progress Monitoring and control**
 - a. **Physical progress of the project and Contractor's capacity;**
 - a. Review the physical performance accomplished in the project with respect to the milestones projected in the agreement of the project implementation plan finalized at pre-construction stage. Provide regular updates including need for increasing resources and /or change in work plan for timely execution.
 - b. Review of rescheduling of milestones on the basis of performance.

- c. Report on abnormal delays in project activities and advice on remedial measures.
 - d. Inspect, review and report the adequacy and competence of contractor's staff, labour and machinery.
 - e. Review contractor work program and advise on the need for corrective measures in cases where such matter are referred by the Engineers.
 - f. Document progress of each work taken up with work wise photographs (Electronic version as well printed copies) before commencing, during and after execution, with final sets of report submitted to Executive Engineer/SE ,VUDA concerned .
- b. Commercial performance.**
- i. Review and report on commercial performance of contractors under the project with respect to commercial terms and conditions, i.e, performance with respect to clauses such as guarantee/warranty, defects- liability , licenses, bank guarantee, insurance , payment schedule, taxes, disputes resolution mechanisms, etc.,
 - ii. Highlight and report on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project.
 - iii. Suggest remedial measures to improve commercial performance.
- c. Financial progress of the project.**
- i. Report on adequacy of system for project related financial management.
 - ii. Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipt statements.
 - iii. Review documents related to claim for payments and payments made. Such documents will include- invoices , measurement book , bank statements etc.,
 - iv. Remedial measures of improve financial progress.
 - v. Report any major variation in overall project cost, due to changes in the bill of quantities as per the contract.
- d. Other Terms.:**
- i. All the apparatus and equipments for the field testing shall be procured by the consultant at its own cost. The consultant shall be free to take back these apparatus and equipment on completion of the contract. The test shall include all common tests as specified by technical specification and as prescribed by BIS. Where use of back office laboratory is necessary, consultants will take the samples and get it tested in accredited/approved laboratories. The minor testing equipment includes but is not limited to; sieves and weights, moisture meter, soil density meter, temperature recorder, surface finish recording instruments such as straight edges, measuring tapes, calipers etc for on spot field testing of material and workmanship.
 - ii. In case any specific quality testing is required /requested by the VUDA or other agencies for any work within the site, it shall be carried out and report shall be furnished within a reasonable time.
 - iii. Upon field inspections and tests the Consultant, where required and in Critical cases, through the Engineer- in-Charge shall arrange to issue „Stop Work“ notice to the contractors and assist in remedying the defects. This shall be done only in exceptional cases where continuance of works may jeopardize the ultimate quality and safety of structure, safety of workers and of third parties etc.,

vii. Material Assets /Equipments

The Consultants shall have the following material assets or equipments at its disposal . The assets may be self owned or a may be outsourced as and when required. The list is only indicative.

- a. Survey instruments including Total Station
- b. Equipment for condition survey on road and bridges.
- c. Sieves of all sizes i/c Sieve Shaker and Balance of required capacity.
- d. Cube strength testing machine.
- e. Core Cutting Machine.
- f. Equipment for Cement Testing.
- g. USPC (Ultra Sonic Pulse Velocity) Meter.
- h. Compaction testing Equipments
- i. Moisture Meter.
- j. Hammer of all sizes required to be used in building work.
- k. Rebound Hammer.
- l. Leak Detection Equipments.
- m. Other miscellaneous equipments such as Screw Driver, Plumb-bob , Ovens, Slump Cone, Graduated Measuring Cylinders of required capacity, Gauge Tape, Vernier Clipers, Magnifying Glass, Sprit Level, Vibration Table, Dial Gauge etc.,
- n. Project Specific Instrument, where ever required.

2.3.4 Actions requiring specific approval of VUDA.

The Consultant will be required to obtain the specific approval of VUDA before taking any of the following actions.

- a. Approving subcontracting of any parts of the works.
- b. Certifying additional cost,
- c. Determining the extension of time,
- d. Issuing a variation order, except:
 - i. In an emergency situation as reasonably determined by the Engineer and intimated within 12 Hrs. to VUDA in writing.
 - ii. When there is no financial implication.
- e. Issue variation in work quantities, fixing rates or prices etc.,
- f. Any deviation in the contract agreement.

2.3.5 Liaison Meetings

Liaison meetings shall be held between the VUDA and the Contractor at monthly intervals, The meetings would be attended by members of the supervision staff as necessary and would have the objective of exploring on the contents of the progress reports, discussing any problems and financial matters.

2.3.6 Reports and Time Schedule

1. Reports

The Consultant shall submit all data, drawings, maps plans, documents, tender reports, photographs & videos at different stages of pre-construction, during construction (at intervals not greater than fort night) and after construction and presentation both in

hard and soft copies in English and in MS-WORD / MS-EXCEL/AS-ACCESS/AUTOCAD/POWERPOINT & similar format. Each of the reports will be presented to the VUDA Committee as an audio – Visual presentation when required.

2.3.7 Schedule of Reports

The Consultant shall prepare and submit Five (5) copies of the following report on commencement of Services and shall provide soft copy of all data, drawings, maps, plans, documents, reports and presentations.

- a. Inception Report - Two Weeks after mobilization of EPC Contractor
- b. Fortnightly – Progress Report - By 3rd and 18th of each month except the
i. month following the inception Report.
- c. Quarterly Progress Reports - By the first weekend of the first month of the
i. following quarter (in lieu of the monthly progress report)
- d. Final Report - One (1) month after completion of the works (provisional acceptance).

Contents of Reports

a. Inception Report.

The Inception Report shall cover the following:

- Reviewing Contractor’s mobilization work plan.
- Setting out Guidelines for Administering, Monitoring and Evaluating the Progress of the project.
- Mode of Co-operation with the VUDA & others like GVMC, APSRTC, BSNL, APEPDCL concerned and any other related organization. (s).
- Detailed timetable for all activities.
- Detailed Material movement matrix for shuttering, staging, Cement, Steel, permanent equipments and place of storage, testing & commissioning etc.,
- Detailed Requirement of equipments for the conduct of work.
- Detailed requirement of Manpower by contractor including unskilled labour.
- Details of fabrication, erection and testing arrangements
- Phasing of Utility shifting when required.
- Implementation methods for all the utility works, traffic diversions, etc.

b. Fortnightly Progress Reports

The Fortnightly Progress Reports shall be brief and concise and provide means for closely monitoring project progress and forecasting construction costs, and shall cover the following.

- Main activities, undertaken and events for the period and Progress Report.
- On the activities the Contractor and supervision staff.
- Monitoring and evaluation of project progress.
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.

c. Quarterly Progress Reports

Quarterly Progress Report shall summarize activities and work progress achieved in the last three months will be submitted in lieu of the monthly progress report for that particular month.

d. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, As-Built Drawings, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, equipment details operational guidelines, etc., shall become the property of the VUDA. The Consultant shall receive from contactor and provide one reproducible copy each of construction and as-built drawings along with operation & maintenance manuals.

2.3.8 Services during the Defects Liabilities Period after Construction of different components in this work.

During this period, the Consultant shall undertake the following:

- a. Inspection of works prior to the expiry of Contractor's defects liability period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to VUDA the date of the Final Inspection of Works.
- b. Carrying out final inspection of works together with representatives of the VUDA and the Contractors.
- c. Preparation and issuance of the Defects Liability Certificate.
- d. Preparation of Final Payment Certificate.

2.3.9 Time Schedule

The Project Management Consultancy should be operated concurrently till the Completion, Commissioning and trial run period of the project.

2.3.10 Professional Staff.

Key Professional Staff:

The package consist of different junctions. At each junction there are no. of different structures
The construction of viaducts and approaches of each structures will be taken in phased manner spread over 24 months. The key personnel for construction supervision shall be available for entire duration of each structure under execution of the project as follows:

Sl.No	Key Personal	No.s	Period of availability
1	Senior Bridge Construction Engineer cum Project Manager	1	9 months or as required
2	Quality Assurance and Project Engineer	1	Entire period of Execution and as per necessity during defect liability period.
3	Quantity surveyor	1	
4	Highway construction Engineer cum Surveyor-I	1	
5	Site Engineers	2	
6	Design Engineers.		

1. The senior bridge construction engineer cum project manager shall have handled similar arrangements as a Team Leader/project manager and worked on at least one project of similar nature in capacity as project manager and have 10 years or more experience in construction field pertaining to [Flyovers/ Major Bridges/ Elevated Corridors/Metro Corridors/Interchanges with PSC Girder Technology of minimum 2 lane carriage way](#) .
2. Quality Assurance and project engineer shall have minimum 5 years experience in the relevant field.
3. Quantity surveyor shall have minimum 5 years experience in relevant field.
4. Highway and construction engineer cum surveyor shall have min 5 years or more experience in the relevant field.
5. Site Engineers shall have the capacity to supervise, execute and be thorough and aware of the project requirements
6. Design Engineer shall have min 5 years or more experience on the relevant field with knowledge of staad/staad pro and AutoCAD etc and M.Tech in structural engineering.

All the Key Professionals are to be at least holders of a university degree in their respective field.

As far as possible the staff certified shall be permanent staff of the bidder on his payment.

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

2.3.11 Specific Responsibilities of the Consultant

1. The consultant shall assist the designated VUDA Officer in collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the Consultant. All such information, data & reports shall be treated as confidential.
2. The Consultant should independently set up office facilities, survey equipments, secretarial services, and assistance in checking field survey, testing and other inputs required for their services.
3. The Team Leader shall visit the work site personally as per the exigencies of work on an average once in a week for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications / directions.
4. The Resident Engineer available at each site shall receive instructions on behalf of the consultants that may be given from time to time either by the VUDA or the inspecting officers duly authorized by VUDA.
5. The consultant shall ensure that the contractor attends to all observations made during the periodic visits by the various inspecting officers about the quality of work.
6. The consultant shall deploy staff, transport at the each site of work for supervision and exercising adequate and constant day to day technical supervision over the construction and manufacture of equipments including checking layout, requirements of material and their procurement, checking the quality conforming to approved specifications and accepted standards. The consultant shall deploy such staff as is required keeping the quantity and quality of work to be executed.
7. Any approval / concurrence by the client to Consultant's instruction, preliminary or detailed Engineering, Design, Drawings and estimates shall in no way absolve the consultant to ensure sound construction and performance as per the specifications of the scheme as a whole. The appointment of any Engineering staff by the client at the site of the work shall not in any way diminish the responsibility of the consultants in this respect.
8. The Consultants shall scrutinize and shall certify that the work measured and recommended for payments is fully consistent with the types, quality and specifications prescribed in the agreement entered into with the contractor(s). In the matter of approving such bills, the consultant shall conform to the rules and instructions issued by the VUDA from time to time. The consultants shall be deemed to guarantee the correctness, scrutinized & checked / issued by them with regard to the quality control of the work is concerned. The VUDA or its authorized representative (s) may also check the

complete measurements and bill as felt necessary as per instructions issued by the client from time to time.

9. The consultant shall agree for supervision of the work and also for checking of measurement of hidden items to be done jointly by the Consultant's staff and contractor or his authorized representative.

2.8.12 Obligations of the Client

1. Documents

The VUDA shall provide the consultant with copies of all data and reports available and considered relevant to the execution of the Consultant's work. The Chief Engineer, VUDA will approve the salient details of the project as deemed necessary from time to time.

2. Liaison and Access.

The VUDA shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The Consultant shall be given unhindered access to the relevant agencies in order to carry out the Execution of work.

2.8.12 Payment Terms:.

It is estimated that period of minimum Twenty four (24) calendar months will be needed for the supervision of the work.

The fees payable shall remain unchanged for the time period of ± 1 month of 24 months i.e, if work gets completed before 25 months but after 23 months, the fees stipulated shall remain uncharged and the consultants will be paid full fees.

Fees to be quoted shall be for two phases as below:

Phase I: Proof Checking of Designs and Drawings. Rs. ____ Phase II : Project Management Rs. ____

Total Fees Payable to the consultant (i.e, Total for Phase I & II) Rs. _____

The consultants will be paid fees as detailed below:- Phase-I : Proof Checking of Designs and Drawings:

- | | | |
|---|---|-------------------------|
| 1. Proof Checking of Foundations designs and reinforced Earth Works | - | 30% fees for phase-I |
| 2. Proof Checking of Substructure | - | 30% fees for Phase-I |
| 3. Proof Checking of Superstructure | - | 30% of fees for phase-I |
| 4. Miscellaneous items | - | 10% of fees for phase-I |

Phase-II : Project Management:

Total agreed fee for the project Phase-II shall be paid in the following manner.

- a. 50% in 24 equal monthly installments.
- b. 45% in relation with the value of work done by the contractor.

- c. 5% on completion of the defect liability period of the contractor.
 In addition to the above, statutory GST whichever is applicable will be reimbursed.

Remunerations Payable during extended Period:

The formula for calculating the fee payable for the extended period per month and also the rebate to be given to be paid as per the following.

1.15×85		Value of Balance works to be completed.
-----	X Total Remuneration X	-----
100×24		Total value of EPC Contract.

Rebate for earlier completion:

In case the construction works gets completed in less than 24 months (x being less than 24 months) then the total rebate to be given by the consultant shall be:

Total remuneration		40
-----	X (24-x) X	-----
24		100

Note: Deduction as admissible will be made towards the central/state Government Taxes, duties etc.,

FORM OF PRICE BID

Name of Work: Project Management Consultancy Services for Proof Checking, Construction Supervision for Design and Construction of a Composite Level Grade Separators at NAD Junction, Visakhapatnam under EPC

To,

The Chief Engineer
Visakhapatnam Urban Development Authority,
Visakhapatnam.

1. Having examined the Conditions of Contract, Specifications, Drawings and Addenda No.'s for the above named Work, we, the undersigned, offer to Provide Consultancy services as per the Scope of Work and Addenda for the sum mentioned below in accordance with the said Conditions. The amount mentioned below is inclusive of all taxes as per the rates in vogue.

(Phase-I in Figures/ Words)	(Phase-II in Figures/ Words)	Total in Figure
A	B	A+B
Proof Checking of Designs and Drawings	Project Management (Construction, Supervision, Quality control & Assurance)	
Rs..... (Rupees.....)	Rs..... (Rupees.....)	Rs..... (Rupees.....)

2. We acknowledge that the Volume I, Volume II and Volume III form part of Tender.
3. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the contract within 24 months **and defect liability period of additional 24 months** including monsoon as stipulated in the Tender.
4. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. The contract is not complete and binding between us unless and until a formal Agreement is prepared and executed for this Tender, together with your written acceptance thereof.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated thisday of.....2018

Signaturein the capacity of Duly authorized to sign
tenders for and on behalf of Address.....Occupation.
.....

SECTION V

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

Form of Letter of Acceptance

From:

To

Gentlemen,

Sub: - Bid for.. ..

Ref: - Your Bid for the above work

* * * * *

Kindly refer to your letter No. dated. forwarding your Bid in response to Invitation to Bid No.....

You are hereby informed that the referenced Bid is accepted.

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

The Contract will be governed by the Conditions of Contract as set out in the Bid documents subject to modifications accepted by the Chief Engineer, VUDA. Please return this copy duly accepted and signed.

Yours sincerely,

Accepted

Signature, Name & Designation Seal of Firm

(Signature)

Annexure-B

FORM OF BANKGUARANTEE FOR SECURITY DEPOSIT

Whereas _____ (name of the firm) (hereinafter called „CONSULTANT“) wish to participate in Tender Notice No. _____ , dated: _____ , of the Chief Engineer, VUDA (hereinafter called the VUDA) for (Name of work) „-----

----- ”AND WHEREAS in terms of the Tender conditions the Consultant is required to furnish to the VUDA a Bank Guarantee for a sum of Rs. _____ (Rupees _____) as earnest money against the Consultant’s offer aforesaid. And whereas we, _____ Bank, _____ branch have at the request of the Consultant agreed to give to the VUDA this guarantee as hereinafter contained.

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

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

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

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

Station Name of the Bank

Form of Agreement

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

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

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

- a. this Form of Agreement;

b)	Section I:	Notice Inviting Bid
c)	Section II:	Instructions to Bidders
d)	Section III:	General Conditions of Contract Terms of
e)	Section IV:	reference
f)	Section V:	Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement.

g) Section VI: Schedules of Supplementary Information

- Schedule A - Form of Bank Guarantee for EMD
- Schedule B - Income Tax PAN No.
- Schedule C - Project Experience Record
- Schedule D - Methodology of Work
- Schedule E - Activity Schedule
- Schedule F - Equipment
- Schedule G - Bio-data of Technical Personnel for the work
- Schedule H - Record of arbitration and Litigation
- Schedule I - History of Criminal cases
- Schedule J - Form of General Power of Attorney
- Schedule K - GPA Affidavit
- Schedule L - Affidavit
- Schedule M - GST Registration

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.

4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provision of the Contract.

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

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

Signed, Sealed And Delivered.

By the said By the said

Name Name.....

On behalf of the Contractor On behalf of the Contractor

In the presence of: In the presence of:

..... Name

Name Address.....

Address.....

SECTION VI

Schedules of supplementary information

SCHEDULE – A PROFORM A
IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE
FOR EARNEST MONEY DEPOSIT

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

KNOWN ALL MEN by these present that we
..... (Name and Address of Bank)
.....(hereinafter called “the Bank” are bound unto
..... / (Vice Chairman, VUDA) in the sum of *

..... for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of2018....

THE CONDITIONS of this obligation are:-

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

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

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

DATE..... SIGNATURE OF THE BANK WITNESS.....

SEAL.....

(Signature, Name and Address)

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

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

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

Audited Financial Statement s (Balance sheet and profit and loss account) for the last five years Preceding last financial year) including Contingent Liabilities and Project s in pr ogress duly certified b y t he Chartered Accountant in the for mate enclosed illustrative example is also enclose d for guidance).

Financial statement (Balance sheet and Profit and loss account) for t he previous financial year including liabilities and contingent liabilities and projects in progress in the same format as above (in case audited accounts are not available) Financial statement (balance sheet and profit and loss account) for the latest financial position (2 to 3 months prior to Bid date) including liabilities, contingent liabilities in the same format as above.
 Solvency Certificate for each of the five years from Bank Certificate for credit limits from Bank.

Note :

If the Bidder is accompany, annual reports of the financial year 2000 to 2005, along with audited report under the companies act shall be furnished.

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

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

BALANCE SHEET	(Rs. Lakhs)				
Liabilities	31-03-2017	31.03.16	31.03.15	31.03.2014	31.03.2013
1.Paid up Capital					
2.Reserves and Surplus					
3.Borrowings:					
3.1 Term loan from F is					
3.2 Working Capital Loans					

3.3 Other Loans					
3.4 Interest Accrued & Due on Loans					
Sub – total					
4. Current Liabilities & Provisions					
4.1 Creditors for Materials					
4.2 Advances on Contracts					
4.3 Provisions					
Sub To tal					
TOTAL					
Assets					
5. Fixed Assets - Gross Block					
Less Cumulative Depreciation					
Net Fixed Assets					
6. Capital Work-in-Progress					
7. Investments					
8. Current Assets, Loans, Advances					
8.1 Inventories					
8.2 Sundry Debtors					
8.3 Cash and Bank Balance					
8.4 Loans and Advances					
Sub-Total					
9. Expenses and losses to the Extent not written off					
TOTAL					
Financial Indicators:					
*Net worth					
*Current Ratio					
*Liquid Ratio					
*Capital Employed					
*Debt : Equity Ratio					

PROFIT & LOSS ACCOUNT					
(Rs.Lakh)					
INCOME	20-16-17	2015-16	2014-15	2013-14	2012-13
1.Income From Operations					
2.Other Income					
TOTAL					
EXPENDITURE					
3.Materials					
4.Salaries and Wages					
5.Administrative ad Other Exp.					
6.Interest					
7.Depreciation					
8.Deferred Revenue Exp.w/o					
9.Other Expenses w/o					
10 TOTAL Expenditure					
11. Profit Before Tax					
12.Less Income tax					
13. Profit After Tax					
14. Prior Period Adjustments					
15.Extra-ordinary Items					
16.Profit Available For Appropriations					
17. Less Dividend					
18.Retained Profit					
Financial Indicators :					
*Profit Before Tax To :					
Capital Employed (%)					
Net Worth (%)					
Sales (%)					
Earning Per S hare (Rs.)					
*Cash Generated from Operations					

**FORMS OF TENDER QUALIFICATION
INFORMATION
Annexure –A
CHECKLIST TO ACCOMPANY THE TENDER**

Sl. No	Description	Submitted	Page No.
1	2	3	4
1	Copy of orders for Morth empanelled	Yes / No	
2	Copy of PAN Card, and Copy of Latest valid Income Tax returns and annual audited balance sheet for the last three financial years (2014-15, 2015- 16 & 2016-17) submitted along with proof of receipt.	Yes / No	
3	Copy of Proof of GST Registration.	Yes / No	
4	Details of Experience in Construction Supervision / Independent Engineer/ Authority Engineer in Highway Projects of similar category for which RFP invited of Flyovers/ Major Bridges/Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way (in the same name) in last 10 financial years in the Tenderer"s name in Statement-I with supporting certificates.	Yes / No	
5	Details of Experience in DPR preparation/Feasibility Study cum Preliminary Design Report for Number of Highway Projects of similar category for which RFP invited of Flyovers/ Major Bridges/Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way (in the same name) during the last ten financial Years in Statement-II with supporting certificates.	Yes / No	
6	Details of Annual Turnover for the last 3 years form consultancy business in Statement – III	Yes / No	
7	Details of existing commitments i.e., works on hand in Statement-IV with Supporting	Yes / No	
10	Litigation history	Yes / No	
13	List of certificates enclosed for the above	Yes / No	

Notes:-

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

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

DECLARATION

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

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

Signature of the Tenderer

STATEMENT – I

Details of Experience in Construction Supervision/Independent Engineer/Authority Engineer in Highway Projects of similar category for which RFP invited of Flyovers/ Major Bridges/Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way (in the same name) in last 10 financial years .

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

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

Attach certificate(s) issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the Rank of S E/ Next higher authority / Head O f the Department showing work wise / year wise values of work done and date of completion.

Signature of the Tenderer

STATEMENT – II

Details of Experience in DPR preparation/ Feasibility Study cum Preliminary Design Report for Number of Highway Projects of similar category for which RFP invited of Flyovers/ Major Bridges/Elevated Corridors /Metro Corridors/ Interchanges with PSC Girder Technology of minimum 2 lane carriage way (in the same name) during the last ten financial Years

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

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

Attach certificate(s) issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the Rank of S E/ Next higher authority / Head O f the Department showing work wise / year wise values of work done and date of completion.

Signature of the Tenderer

STATEMENT – III

Details of Annual Turnover for the last 3 financial years form consultancy
business

Sl. No.	Financial Year	Value in Rs.
1	2014-15	
2	2015-16	
3	2016-17	
4	2017-18	

- a) Attach certificate(s) issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the Rank of S E/ Next higher authority / Head O f the Department showing work wise / financial year wise value of work done in respect of all the works executed by the Tenderer during last ten financial years OR
- b) Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate.

Signature of the Tenderer

STATEMENT – IV
Details of Existing Commitments.

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

A) Existing Commitments on ongoing works:

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

Attach certificate(s) issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the Rank of S E/ Next higher authority / Head Of the Department, indicating the balance work to be done, and likely period of completion.

Signature of the Tenderer

**STATEMENT – VI Availability
of Key Personnel**

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

1. Technical / Managerial Staff (Key Professional)

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

2. Support Staff

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

C.V's of the above personnel shall be submitted with signature.

DATA SHEET –1

Bidder's Appreciation of the Project

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

DATA SHEET –2

Bidder's Organizational Setup for the Project

The bidder should provide the following information

- A. Preliminary organization chart for
 - Overall project management
 - Surveys and detailed investigation
 - Design and engineering services
 - Execution of Civil works and road works.
 - Quality assurance system
 - Testing and commissioning
- B. Narrative description of organization chart
- C. Description of relationship between Head office and site management.

DATA SHEET –3

Management of Design and Engineering Services

The bidder shall submit descriptions of proposed management of Surveys, Detailed investigation, Design and Engineering services and sequences to be used for the same. Key surveys, Detailed investigation and soil exploration activities, key design and engineering activities, Key experts for the same and their deployment schedule should be identified and described. This information shall be given separately for water supply, sewerage and road works.

SCHEDULE – C

Project Experience Record

S I No	Name of Work	Client	City area/populat ion	Project Cost	Date of Commence ment	Date of Completi on

SCHEDULE – D

METHODOLOGY OF WORK

SCHEDULE – E

ACTIVITY SCHEDULE

SCHEDULE – F

EQUIPMENT

SCHEDULE – G

BIO-DATA OF TECHNICAL PERSONNEL OF THE WORK

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

SCHEDULE – H
Record of arbitration & litigation

The Consultant shall record chronologically any disputes he has had with any of his previous Clients during the last 10 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

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

Name :
Signature:
Seal of Company

Date:
Designation:

SCHEDULE – I

History of criminal cases

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

Name : _____

Signature : _____

Date : _____

(Seal)

Designation : _____

SCHEDULE – J
FORM OF GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o.
..... Aged about Years, R/O.
.....Partners of
having its registered office at

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

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

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

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

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

2. Date :

**SCHEDULE – K GPA
AFFIDAVIT**

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

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

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

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

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

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

dated
dated
dated

(Add if the addenda issued are more than 3)

1. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the VUDA.
2. I / We _____ also agree to undertake to keep accurate and system of accounts records and furnish the same (including that of sub - contractor) and agree to reimburse VUDA any excess amount claimed by me / us

over and above my / our entitlement as per Clause – 68 of the General Conditions of contract.

Dated this d ay of 20 ..

Signature in the capacity of duly
authorized to sign the Bid for and on behalf of

... ..
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – L
AFFIDAVIT

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

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

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

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

5. I/ We _____ agree that if the history of Litigation, criminal cases pending against me / us /partners furnished by me /us is false , I/We _____ will I _____ abide by the action taken by the VUDA / Andhra Pradesh State Government without approaching any court what so ever for redress. However, I /We shall be given suitable opportunity to offer my/ our explanation before action is taken against me / us.

6. I/ We _____ certify that the following addenda issued by the VUDA have been received by me /us and incorporated in my/our Tender.
 - i. dated _____
 - i. dated _____
 - ii. dated _____(Add if the addenda issued are more than 3)

7. Further I / We _____ certify that no near relatives (as defined in It 3.3(e)) are working in the VUDA.

8. I / We _____ also agree to undertake to keep

accurate and system of accounts, records and furnish the same (including that of sub - contractor) and agree to reimburse VUDA any excess amount claimed by me / us over and above my / our entitlement as per Clause – 68 of the General Conditions of contract.

Dated this day of 20 ..

Signature in the capacity of duly
authorized to sign the
Tender for and on behalf of

... ..

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :