GREATER VISAKHAPATNAM MUNICIPAL CORPORATION

Tender Rc.No.09/2016-17/SE(P-I)/EE(PD-II), dt:26-10-2016

REQUEST FOR PROPOSAL

GVMC is inviting RFP for "Consultancy Services for Construction Supervision and Quality Assurance (CSQA) including human resources for (Two) Bus Rapid Transit System (BRTS) corridors under JNNURM" for 6 months. The documents containing terms & conditions may be downloaded from website of **www.gvmc.gov.in** from *26-10-2016 @02.00 PM. The last date for submission of bids is* ***11-11-2016***.

For more details contact:

Greater Visakhapatnam Municipal Corporation
E-mail:eepd2_gvmc@yahoo.co.in
Cell Nos. : EE(PD-II) +91 7729995934

Sd/-XXX
For Commissioner
GVMC

GOVERNMENT OF ANDHRA PRADESH

BID DOCUMENT
(3rd Party Quality Control)

GREATER VISAKHAPATNAM MUNCIPAL CORPORATION
VISAKHAPATNAM

Name of the work: *Consultancy Services for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC.*

BIDDER

For Commissioner
GVMC

NOTICE INVITING TENDER

1.	Department Name	:	GVMC, VISHAKAPATNAM,
2.	Tender Number	:	09 /2016-17/SE(P-I)/EE(PD-II)/GVMC, dt:26-10-2016
3	Tender Subject	:	*Consultancy Services for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC*
4	Estimated Contract Value	:	
5	Period of Contract	:	6 Months
6	Form of Contract	:	Manpower Monthly basis
7	Tender Type	:	Open
8	Tender Category	:	3rd party Q.C.
9	EMD/ Bid Security	:	Rs.20,000/-
10	EMD/ Bid Security payable to	:	Commissioner, GVMC, Visakhapatnam
11	Tender Fee	:	Rs 3000 (INR)
12	Tender fee payable to	:	Commissioner, GVMC, Visakhapatnam
13	Bid Document downloading start Date	:	26.10.2016 after 2.00 P.M.
14	Bid Document downloading end Date	:	11.11.2016 at 3.00 P.M.
15	Bid submission closing Date	:	11.11.2016 at 3.30 P.M.
16	Bid Submission	:	O/o The Superintending Engineer (P-I) GVMC, Visakhapatnam, Asilmetta, Thenneti Bhavan, Visakhapatnam.
17	Pre-qualification/ Technical bid Opening Date (Qualification and Eligibility stage)	:	11.11.2016 after 4.00 P.M.
18	Price bid opening Date (Financial Bid Stage)	:	12.11.2016 after 4.00 P.M.
19	Place of Tender opening	:	O/o. SE,GVMC, Visakhapatnam
20	Officer Inviting bids	:	SE(P-I), GVMC, Visakhapatnam
21	Address	:	Superintending Engineer, GVMC, Tennati Bhavan, ramnagar, visakhapatnam –530 012
22	Contact Details	:	0891 2783210

Deliverables of the EOI: *Consultancy Services for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC.*

Period of Contract: - **6 months** (likely to be extended)

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For Commissioner
GVMC

Tender Schedule

GREATER VISAKHAPATNAM MUNICIPAL CORPORATION
VISAKHAPATNAM

Tender Notice No: 09/2016-17/SE(P-I)/EE(PD-II)/GVMC, Dt.26.10.2016

Name of Work: *Consultancy Services for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC*

BIDDER

For Commissioner
GVMC

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For Commissioner
GVMC

Part I

Technical Proposal

GREATER VISAKHAPATNAM MUNICIPAL CORPORATION, VISAKHAPATNAM

Tender Notice cum General Instructions to Tenderers

Name of work: Consultancy Services for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC

Tenders are invited from reputed Firms experienced in offering third party Quality Control Services to Govt. Departments for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC.

1. Background:
Introduction of the Project

Many infrastructural projects which were sanctioned earlier 2007-08 under JNNURM covering sectors Water Supply, Sewerage, Roads, Drains, etc. are at various stages of execution in GVMC and Project Division-II was entrusted with execution of some projects in the above sectors. As of now BRTS (PTC & STC-1) Projects 95% of the work completed and STC Package-2 will start immediately in the projects. To assist the Division in supervision to complete the balance works in the projects and for Third Party Quality Control of works in the Division on day-to-day basis, GVMC desires to seek consultancy services from the reputed agencies to perform the following activities in the Division.

- Assist in Third Party Quality Control and Supervision of left over JNNURM BRTS Project works in the Division and other works executed through the contracting agencies to ensure compliance with specifications and standards and completion on time.
- Quality Control and Assurance in day-to-day execution.
- Assist in maintenance of records and correspondence etc.

2. Qualification criteria for participating in the Tenders.

(a) The Agency should have offered Similar Consultancy Services viz. PMC/Supervision/QC on day-to-day basis for the projects costing not less than Rs.10.00 Lakhs in any one of last five financial years (Certificate of proof shall be enclosed).

Note: The firm's experience in infrastructure works in Govt. sector will only be considered. The agency should submit specific experience certificate obtained from the client not less than Executive Engineer duly countersigned by Superintending Engineer.

(b) The annual turnover of the agency should not be less than Rs.25.00Lakhs. in any one year in the last 5 years certified by a Chartered Accountant shall be enclosed).

(c) The Consultant shall furnish, Earnest Money Deposit equivalent to Rs.20,000/- (Rupees Twenty Thousand Only) along with Tender documents (in cover 'A') in the form of a demand draft from a Scheduled Bank in favour of Commissioner, GVMC, Visakhapatnam. (re-fundable for un-successful bidders) in Cover – A (Technical Bid).

(d) The Consultant shall pay Rs.3,000/- towards the cost of tender document by way of Demand Draft (Non refundable) drawn in favour of Commissioner, GVMC payable of Visakhapatnam and the same shall be kept in cover 'A' along with technical bid.

(e) Tender documents containing detailed qualifications and eligibility criteria, scope of work, Terms of Reference may be downloaded from the website: www.gvmc.gov.in. and the cost of tender document of Rs.3,000/- by way of D.D. should be enclosed separately at the time of submission of tender in Cover – A.

(f) The selected agency is expected to commence the Consultancy Services/assignment within 7 days from the date of Letter of Acceptance.

(g) Consultants have to submit their sealed Tenders on or before 11-11-2016, 3.30 PM, which will be opened at 4.00 PM on the same day.

(h) The Qualification requirement of the Team members shall be as per the requirements mentioned in tender document. the under qualification team members lead to be rejection of the Tender.

(i) The Commissioner / Chief Engineer/ Superintendent Engineer, GVMC reserves the right either to accept or reject any or all Tenders at any stage without assigning any reason.

Note:

i. In support of qualifying criteria, the details and certificates are to be furnished as per the annexure's available in the tender schedules.
ii. The tenderer if he/they are found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements is subjected to be disqualified and liable for black-listing and forfeiture of bid security,.
v. Even while currency of the contract, if found that the agency 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 Bid security and all the amounts due to him.
vi. The bidder should submit a copy of PAN CARD.
vii. Sub-Contracting is not allowed.
viii. GVMC reserves the right to relax the conditions uniformly if required for eligibility of the bidders in the public interest. The bidder(s) shall not have any right to question the decision taken by the GVMC in this regard.

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For Commissioner
GVMC

3. Bid Security:

The tenderer shall furnish bid Security for Rs.20,000/- in the form of demand draft by a nationalised Bank with validity period up to 11.01.2017 If\ required the validity shall be extended for a period of additional one month without any financial reimbursement by GVMC) in favour of the Commissioner, GVMC, Visakhapatnam, The Bid Security is liable to be forfeited if successful bidder fails to execute the agreement within 15 days from the date of issue of Letter of acceptance. The bid security of unsuccessful bidders will be discharged on finalizing the contract.

4. The following documents are enclosed to enable the agencies to submit their proposal:

1) Terms of reference (TOR)
2) General Conditions of the Contract
3) Forms F-1-5
4) Form of Agreement.

5.1 Submission of the proposals: The proposals shall be submitted in two parts viz., Part 1-Technical and Part II- Financial and should follow the procedure given below:

5.2 Tenderer shall quote rates both in figures and words.

5.3 **Opening of Technical Proposal:**

The uploaded Documents containing technical proposal only will be opened by the Superintending Engineer, GVMC or his authorized representative in his office at the time mentioned in the GVMC web site **@www.gvmc.gov.in** tender notice in presence of such consultant or their authorized representative who may choose to be present. It may please be noted that the second envelope containing the detailed price offer will not be opened until technical evaluation has been completed and approved by the competent authority.

6. Evaluation

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals are opened. The technical evaluation will be carried out on the information & documentary evidence furnished by the tenderer along with Technical Proposal. All firms who satisfy the qualifying criteria will be declared successful in technical proposal and the financial proposals of only those tenderers who are declared successful in technical proposal will be opened.

7. Award of Contract

(a) The Financial proposals will be opened on the prescribed date & time as per GVMC Tender Notice in web site **@www.gvmc.gov.in** which will be intimated to all technically qualified tenderers in advance.

(b) The financial offer shall include all taxes and other incidental charges.

8. It may be noted that GVMC is not bound to select any of the firms submitting proposals. Further, as quality of service is the principal selection criterion, client/GVMC does not bind itself in any way to select the firm offering the lowest price if the lowest rates quoted are found not workable.

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For Commissioner
GVMC

9. The firms are requested to hold their proposal valid for 120 days from the date of opening financial proposal without changing the personnel proposed for the assignment and the proposed price. The client will make its best efforts to select firm/firms within this period.

10. Assuming that the contract can be satisfactorily concluded in one month, the firms are expected to take up/commence the assignment within one month.

11. It may be noted that the remuneration, which will be received from the contract, will be subject to normal tax liability in India. The concerned tax authorities may be contacted for further information in this regard if required.

12. The quantum of work can be increased or reduced and the payment will be released for the services actually offered at the approved rates. The GVMC reserves the right to change the area of operation allocated to the agency.

13. SE,GVMC, Visakhapatnam reserves the right to accept or reject any or all bids without assigning any reasons whatsoever.

14. The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended.

15. The tenderers are hereby instructed not to alter and make any changes to the tender documents. If any changes are made by tenderer, it shall be treated as tampering of documents and the bid shall be summarily rejected.

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

    i. The bid security is not enclosed
    ii. The tenderer has not strictly followed the procedure laid down for submission of tender.
    iii. The tenderer has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
    iv. The tenderer has not signed the tender.
    vii. The tenderer has specified any additional condition.
    viii. The tenderer has quoted financial offer anywhere other than specified in financial bid.

17. 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.

Enclosures:

1. Terms of Reference.
2. Condition of Contract.
3. Forms 1- 5.
4. Form of Agreement
5. Part II Financial Proposal

BIDDER

For Commissioner
GVMC

TERMS OF REFERENCE

1. OBJECTIVES

The main objective of this assignment is to assist the Division in supervision to complete the balance works in the projects and for Third Party Quality Control of works in the Division on day-to-day basis, GVMC desires to seek consultancy services from the reputed agencies to perform the following activities in the Division.

- Assist in Third Party Quality Control and Supervision of left over JNNURM BRTS Project works in the Division and other works executed through the contracting agencies to ensure compliance with specifications and standards and completion on time.
- Quality Control and Assurance in day-to-day execution.
- Assist in maintenance of records and correspondence etc.

2. SCOPE OF WORK

The services, duties & responsibilities will include but not be limited to the following:

- To see that all works are executed as per the Design, Drawings, BOQ and Contract.
- To assist the GVMC Staff in Quality Control and Supervising the Works on daily basis and furnish necessary certificates.
- Represent the interest of the GVMC vis-à-vis the Contractor in any manner related to the Construction and the proper execution thereof.
- Supervise, liaise and coordinate the project/work on daily basis and ensure all steps for effective and smooth execution of projects as per the guidelines and specifications with due instructions from GVMC Engineering Staff.
- The consultants should apprise & interact on daily basis with the concerned Executive Engineer / Dy. Executive Engineer / Asst. Engineer for all permissions & problems relating to site execution.
- Should set-out all permanent works as per the drawings.
- Should prepare Monthly Third Party Quality Assurance Reports and Financial Progress report.
- Should ensure that the tests are conducted as per the standards.
- To ensure that the construction works are in accordance with the technical specifications, Environmental, Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to contractor's construction equipment and other resource employment;

- To check the setting up of laboratory (including calibration of equipments) and field tests carried out by the contractor and to carry out adequate number of independent tests other than the regular testing done by laboratory personnel;
- To order special tests of materials and/or completed works, order removal and substitution of improper materials and / or works as required;
- To supervise and check the day to day operations, quality control of the works carried out under the Contract and assist client in preparation of Monthly / interim payment certificates.
- To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provider any necessary lights, guards, fencing and watchmen;
- To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk of any emergency affecting the safety of life or adjoining property;
- Maintain representative at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working.
- 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.
- Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise all construction activities in accordance with the terms of the works contract with approval.
- No Correspondence should be made directly to the contractor/any other agencies.

3. TESTS TO BE CONDUCTED

The Q.A. Team is required to conduct the tests as per the parameters and frequencies indicated as per APDSS, relevant IS codes, IE manuals and MoRTH, etc.

- GSB Tests
- WBM / WMM Tests
- BT / CC Road Tests
- Tests for aggregates, Bricks, R.R etc.
- Sand , Cement, Concrete cube Testing and Bitumen content
- Tests of RCC elements, motors, Floor Tiles & other components of Buildings
- Testing of Electrical / Street lighting items, MV tamps / SV tamps, wiring, Testing of illumination levels, lux etc.,
- Any other tests, if required as per IS.

❖ In addition the consultant need to check the manufactures test certificates for the materials like pipes and fittings, electrical items, steel, cement, Bitumen etc., The contractor will have to provide these certificates to; the consultants through the client.

❖ The consultants shall faithfully conduct tests / checks and sampling required to be executed by them as per IRC/MORTH/IE rules Specifications.

❖ The Consultant's reporting shall be of recommendatory & suggestive nature informing the concerned division of GVMC, about the quality of materials, based on test results and field observations to take corrective steps.

❖ In case of Emergency consultant will have to submit specific report of that concerned work as indicated by the client to take corrective steps.

❖ Check the setting up of laboratory (including calibration of equipments) and field tests carried out by the contractor and develop a mechanism in consultation with Employer.

❖ To conduct special tests of materials and/or completed works, order removal and substitution of improper materials and / or works as required in consultation with client.

❖ To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provider any necessary lights, guards, fencing and watchmen.

❖ The Client 'GVMC' reserves the right to inspect the laboratory, equipment, establishment, office and records at any time concerning to the project and the

consultant is expected to give full information and extend co-operation for inspection.

- ❖ Monitoring the quality on day-to-day basis and furnish the necessary Quality Assurance certificates.

4. SCHEDULE FOR COMPLETION OF ASSIGNMENT

The time schedule for completion of job is 6 Months (likely to extended) from the date of assignment.

5. STAFFING PATTERN (Tentative)

A) Quality Assurance Assistance & Supervision :

S. No.	Position	No.	Man Months
1	**Resident Engineer cum Highway Engineer** •Post Graduate in Civil Engineering preferably Construction Technology and Project Management. Total Professional Experience is 15 Year in that 10 Year in Highway Road Projects and at least 3 Year Experience as a Sr. Engineer/ Dy. Resident Engineer in BRTS Projects..	1	6 Months
2	**Field Engineer** (Civil Engineering Degree with 4 years or Diploma Civil Engineering with 8 years in similar field)	1	6 Months
3	**Sub professional staff / field inspectors** (Civil Engineering Diploma with 5 years or ITI with 8 years in similar field).	2	6 Months
4	**Q.C Lab Technicians (Civil Engineering** Diploma with 5 years or ITI with 8 years in Similar Field)	1	6 Months
5	**Computer operator** Degree with 5 years in Similar Field)	1	6 Months
6	Administration, Office management & Other Expenses Communication, Maintenance of office, Office accommodations, laptops, printers. etc,,	1	6 Months

Note:

The consultants / agency should indicate the break down costs of above items and enclose along with a financial offer i.e cover B. The lump sum quoted in the financial offer should be supported by the break down costs otherwise the tender is liable for rejection.

- The above requirement is tentative. The actual deployment shall be either continuous or intermittent, as per the directions of the client depending on the site requirement. The consultant will be paid according to the actual persons deployed on site.

- An organization chart is to be submitted by the Consultancy showing the allocation of manpower to the client.

- Q .C Engineer will act as a co-ordinator for the team and expected to liaise with client and submit all reports.

- The team is supposed to develop a continuity / link between the completed assignment under took by another agency and their present assignment in co-ordination with GVMC Engineers and ensure reporting is proper and continuous.

The monthly price quoted by the bidder and finally accepted by the Employer will not be subjected to any escalation during the period of assignment.

6. SUBMISSION OF REPORTS TO

The consultant shall submit their reports from time to time as follows:

6.1. To the Concerned Executive Engineer and Dy.EE, GVMC All work wise Inspection Reports.

6.2 To the EE, GVMC and DYEE - Final Reports and Fortnightly Abstracts

7. <u>PAYMENT SCHEDULE:</u>

- The payment to the consultant in consideration of the services offered by them shall be made from GVMC funds only and billing will be done monthly. The consultant shall submit the bills month wise to the concerned EE's duly recorded by concerned AE/AEE and verified by Dy.EE for every month.

BIDDER

For Commissioner
GVMC

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

a. "Applicable Law" means the laws of India and the State of Andhra Pradesh and GVMC, Visakhapatnam.

b. "Client" or "Employer" means Engineer-in-Chief, GVMC, Visakhapatnam Representing GVMC.

c. "Consultant" means the agency which has entered into contract with GVMC to provide 3rd Party QC Inspection along with day to day supervision.

d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents of such signed Contract;

e. "GC" means these General Conditions of Contract;

f. "Government" means Government of Andhra Pradesh or GVMC as appropriate to the context;

g. "Local currency" means Indian Rupees;

h. "Party" means the client or the Consultants, as the case may be, and Parties means both of them;

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;

j. "Services" means the work to be performed by the Consultants pursuant to this contract as described in ToR.

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

1.3. Language - English

1.4 Notices:

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

1.5 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the client or the Consultants shall be taken or executed by the authorized representative of consultant.

2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Commencement of Services

The Consultants shall begin carrying of the services immediately after issue of work order or signing the contract

2.2 Modification.

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

2.3 Force Majeure

2.3.1 The Terms and conditions mutually agreed upon this contract shall be subject to Force Majeure

2.3.2 Neither client nor the consultant shall be considered in default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any government or of any sub division thereof or an order by court of law, any act of god and state or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

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

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

2.4. Termination.

2.4.1. By the client

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

(a) If the consultants do not remedy the failure in the performance of their obligation under the contract, within thirty (30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing.

(b) If the consultants become insolvent or bankrupt.

(c) If the consultants, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

(d) If, as the result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty(30) days.

For the purpose of this clause "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection or in contract execution.

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

2.4.2. By the Consultants

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

(a) If, as the result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days.

(b) If the client do not remedy a failure in the performance of their obligations under the contact, within thirty (30) days of receipt after being notified or within such further period as the consultancy may have subsequently modified in writing.

2.4.3. Payment upon Termination :

If the contract is terminated under clause 2.4.1(a) to (c), all amounts due to the consultants till the date of termination including bid security will be confiscated.

If the contract is terminated under clause 2.4.1(d) or 2.4.2, all amounts due to the consultants till the date of termination and bid security will be released.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General :

The Consultant shall perform the Third Party Control Services for BRTS (PTC & STC-1) and STC Package-2 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 methods. The Consultants shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client. The consultant shall take all steps to take action in accordance with the agreement of works contract between Municipal Corporation and works contractor.

3.2 Conflict of Interests:

The consultancy fee of the consultants pursuant to clause 5 shall constitute the consultants sole consultancy fee in connection with this contract or the services, and the consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract.

3.3 Confidentiality.

The consultants, and the personnel of either of them shall not, either during the term or within one (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the clients business or operations without the prior written consent of the client.

3.4 Consultants actions requiring Clients Prior Approval

The Consultant has to obtain prior approval from the client

i) For engaging any retired / in service Government engineers of Andhra Pradesh.

3.5 Reporting system

The Consultants shall submit the test reports with their remarks directly to the client/clients representative as per TOR. The Consultant would collect the information from the project site through detailed formats by carrying out

relevant tests and base information along with data will be submitted to the client/ client's representative. All the information, work wise, would be documented in a register.

3.6 Documents prepared by the consultants will be the property of the client. All reports and other documents submitted by the consultants would remain the property of the client.

4.0 CONSULTANTS PERSONNEL:

As per the terms of reference approved manpower would be deputed on the project site to carryout day to day supervision, quality control, Maintenance of records and Correspondence etc.,.

5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant as specified in the payment schedule of TOR by monthly bases

6.0 SETTLEMENT OF DISPUTES

SETTLEMENT OF CLAIMS:

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

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

Claims upto a value of Rupees 10,000/-.

- Superintending Engineer, (GVMC), Visakhapatnam.

a) Claims above Rs.10,000 /- and up to Rupees 50,000/-.

- Engineer-in-Chief, (GVMC), Hyderabad.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 3047 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

Claims above Rs.50, 000/-.

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

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

7.0 Price & Payment Schedule

7.1 Consultancy fee:

The Consultant's fee as per man months will be paid at the approved rate.

7.3 Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee along with Monthly report certifying the quality of work. The client would make the

payment to consultant along with the work bill of Construction Agency.

7.4 Standard deductions: Mandatory deductions Income Tax as applicable will be deducted from the consultancy fee and a certificate will be issued to this effect.

(On Firm's letter head)

From

To
The Superintending Engineer,
GVMC,
Visakhapatnam.

Sir

Sub: - Hiring of Consultancy Services for…….of……regarding

I / We……Consultant/consultancy firm/ organization herewith enclose Technical & Financial Proposal for selection of my/ our firm as consultant for…….

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force inIndia namely "Prevention of Corruption Act 1988"

Yours faithfully

Signature
……..
Full name
…….

Address
…….
Authorized
Representative

FORM F – 1 (Clause 3.b)
ASSIGNMENT OF SIMILAR NATURE (3RD PARTY Q.C. SERVICES) SUCCESSFULLY COMPLETED IN GOVERNMENT SECTOR

S.No.	Description of Assignment	Client / Employer	Cost of assignment	Period of assignment	Date of commencement	Date of completion
1	2	3	4	5	6	7

Note: Please attach certificates from the employer by way of documentary proof (issued by the officer of rank not below Executive Engineer or equivalent and counter signed by the Superior officer)

Authorised Signature

FORM F – 2 (Clause 3.C)

Name of the Firm :

ANNUAL TURNOVER ON CIVIL WORKS

S.No.	Fin. Year	Turnover in Rs. In Lakhs
1	2	3
2		
3		
4		
5		

Average Annual Turnover =

Chartered Accountant

Authorised Signature

FORM F –3 (Clause 3.d&g)

COMPOSITON OF THE TEAM PERSONNEL AND THE POSITION

Technical / Managerial Staff

S.No.	Name	Position	Experience
		Sr. Engineer	
		Filed. Engineer	
		Sub- professional	
		Sub- professional	
		Q.C Lab Technician	
		Computer Operator	

Authorised Signature

BIDDER

For Commissioner
GVMC

FORM F – 4(Clause 3.g)
SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

1. Name :
2. Date of Birth :
3. Profession / Present Designation :
4. Years with firm / Organization :
5. Area of Specialization :
6. Proposed position of Team :

7. Key qualification :
(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use up to half a page)

8. Education :
(Under this heading, summarize college / University and other specialized education of staff member, giving names of schools / colleges etc. date attended and degrees obtained. Use up to a quarter pages)

9. Experience :
(Under this heading, list of all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last five years for B.E civil & Eight years for D.C.E. also give types of activities performed and client references, where appropriate. Use up to three quarters of a page)

10. Language :
(Indicate proficiency in speaking. reading and writing of each language by ''good'' or "poor'')

Date **Authorised Signature**

BIDDER

For Commissioner
GVMC

Form of Agreement

Subject- Consulting Services for 3rd Party Quality Control of Civil Works undertaken by GVMC

Draft Agreement for Assignment Carried out by Consultants
Name of Consultant: ----------
Name of Engineering Division: ----------

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (NAME OF CLIENT) the above mentioned assignment specified in the attached Terms of Reference and decision taken during the negotiation meeting held on ---------- and as per the recommendation of the Committee, common rate is approved by the Commissioner, GVMC,Visakhapatnam.
2. For administrative purposes the Commissioner, GVMC has been assigned to administer the assignment and to provide (NAME OF CONSULTANT) with all relevant information needed to carry out the assignment. The services will be required for 6 months.
3. The Superintending Engineer, GVMC may find it necessary to postpone or cancel the assignment and/ or shorten or extend its duration. In such case, every effort will be made to inform the firm, as early as possible, notice of any changes. In the event of termination, the (NAME OF CONSULTANTS) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the (NAME OF CONSULTANTS) will provide the Superintending Engineer, GVMC with any report or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached TOR.
5. This Agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
6. This agreement will become effective upon confirmation of this letter on behalf of (NAME OF CONSULTANTS) and will terminate on …… or such other date as mutually agreed between the (NAME OF CLIENT) and (NAME OF CONSULTANTS)
7. Payments for the services will not exceed agreed man power rates and other rates includes all the cost related to carrying out the services and overhead imposed on (NAME OF CONSULTANTS).The difference between prevailing rate & revised rate shall be paid to the consultant. If there is any downward revision in service tax, the difference between prevailing rate & revised rate shall be recovered from the consultant. Quantum of work can be increased or decreased by Executive Engineer, Projects-II, GVMC and payment will be adjusted proportionately.
8. The (NAME OF CONSULTANTS) will be responsible for appropriate insurance coverage. In this regard, (NAME OF CONSULTANTS) shall maintain workers compensation, employment liability insurance for their staff on the assignment.

   The consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person of damage to any property arising out of, or in connection with, the services which result from the fault of (NAME OF CONSULTANTS) or its staff.

   The (NAME OF CONSULTANTS) shall provide the (NAME OF CLIENT) with certification thereof upon request.

BIDDER

For Commissioner
GVMC

9. The (NAME OF CONSULTANTS) shall indemnify and hold harmless the Chief Engineer, GVMC against any and all claims, demands, and/or judgments of any nature brought against GVMC arising out of the services by the (NAME OF CONSULTANTS) under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.
10. The consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the 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.
11. All reports and other documents or software submitted by (NAME OF CONSULTANTS) in the performance of the services shall become and remain property of the GVMC. The consultants may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the client.
12. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
13. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The (NAME OF CONSULTANTS) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.
15. The (NAME OF CONSULTANTS) agree that all knowledge and information not within the public domain which may be acquired while carrying out this Agreement, shall be, for all time and for all purpose (except when it is required to be disclosed by law), regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the written permission of the Commissioner, GVMC, Visakhapatnam or any other officer authorised by the Commissioner, GVMC.
16. Any dispute arising out of the Contract which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act 1996.
17. In case of abandonment of the work by (NAME OF CONSULTANTS). The Superintending Engineer, GVMC will have a right to forfeit the earnest money deposited by the firm.
18. All the terms and condition will be strictly followed as per detailed NIT.
19. The quantity of work can be increased or reduced by the Client, and the payment will be done on the prorata basis (as per financial offer)

Place: Visakhapatnam
Date: ……

(Signature & Name of the Client's Representative)

(Signature of Authorized Representative on behalf of Consultant)

BIDDER

For Commissioner
GVMC

PART II

FINANCIAL PROPOSAL

Schedule-A

PRICE BID

Name of the Work: - Consultancy Services for Third Party Quality Control Inspection along with day to day Supervision for various works in progress taken up under JNNURM-BRTS Projects in GVMC.

S. No.	Position	No.	Man Months	Rate Per Month	Amount
1	**Resident Engineer cum Highway Engineer** Post Graduate in Civil Engineering preferably Construction Technology and Project Management. Total Professional Experience is 15 Year in that 10 Year in Highway Road Projects and at least 3 Year Experience as a Sr. Engineer/ Dy. Resident Engineer in BRTS Projects.	1	6 Months		
2	**Field Engineer** (Civil Engineering Degree with 4 years or Diploma Civil Engineering with 8 years in similar field)	1	6 Months		
3	**Sub professional staff / field inspectors** (Civil Engineering Diploma with 5 years or ITI with 8 years in similar field).	2	6 Months		
4	**Q.C Lab Technicians (Civil Engineering** Diploma with 5 years or ITI with 8 years in Similar Field)	1	6 Months		
5	**Computer operator** Degree with 5 years in Similar Field)	1	6 Months		
6	Administration, Office management & Other Expenses Communication, Maintenance of office, Office accommodations, laptops, printers. etc,,	1	6 Months		
	Total Amount				
	Service Tax (15 % as per Govt of India)				
	Gross Total Amount (in Words Rupees ……....)				

I Sri / Smt do hereby express my willingness to execute the aforesaid work as per the conditions, standard specifications, rules, regulations, etc., stipulated in the tender documents at (Rs.. ……..) (Rupees …… ……..Only).

SIGNATURE,

NAME OF THE TENDERER / AUTHORISED SIGNATOR

BIDDER

For Commissioner
GVMC