



**REQUEST FOR PROPOSAL  
FOR**

**Appointment of 3rd party Quality Control Agency for all  
Engineering Works in  
Vijayawada Municipal Corporation (2<sup>nd</sup> Call)**

**RFP No: Rc.CE-PMU-140708/2019-08**

**Dt: 28-01-2020**

**Issued by**  
**Vijayawada Municipal Corporation**  
Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh  
Pin Code - 520001

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The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## BIDDING SCHEDULE

Sr No.	PARTICULARS	REMARKS															
1	Tender Notice No.	Rc.CE-PMU-140708/2019-08															
2	Date & Time for submission of Bid	11-02-2020 by 3:30 PM															
3	Pre-Bid Clarifications	<div>For clarifications of Bid Purposes, the queries should be sent to VMC in the following format (preferably in excel file) through email at <a href="mailto:engineerinvmc@gmail.com">engineerinvmc@gmail.com</a> &amp; <a href="mailto:pmuvmc@gmail.com">pmuvmc@gmail.com</a> with the subject mentioning the RFP reference and Agency/Company name.</div> <table><tr><th colspan="5">Company Name</th></tr><tr><th>S. No</th><th>RFP Page</th><th>Relevant Section</th><th>Relevant Content of RFP</th><th>Agency Query / Clarification</th></tr><tr><td colspan="5">03-02-2020 by 5:00 PM</td></tr></table>	Company Name					S. No	RFP Page	Relevant Section	Relevant Content of RFP	Agency Query / Clarification	03-02-2020 by 5:00 PM				
Company Name																	
S. No	RFP Page	Relevant Section	Relevant Content of RFP	Agency Query / Clarification													
03-02-2020 by 5:00 PM																	
4	Date & time of opening of Technical Bids	11-02-2020 by 5:00 PM															
5	Date & time of opening of Financial Bids	After Technical Evaluation															
6	Tender Fee	Rs. 20,000															
7	Earnest Money required	Rs. 2,00,000															
8	Bid validity	90 days															
9	Address for Commissioner	The Commissioner, Vijayawada Municipal Corporation. Jawaharlal Nehru Buildings, Canal Road, Vijayawada, Andhra Pradesh - 520 001															

## **VIJAYAWADA MUNICIPAL CORPORATION**

### **Tender Notice cum General Instructions to Tenderers**

#### **1. Background**

Vijayawada is a city on the banks of the Krishna River, in the Indian state of Andhra Pradesh. It is a municipal corporation and the headquarters of Vijayawada (urban) mandal in Krishna district of the state. The city is one of the major trading and business centers of the state and hence, it is also known as "The Business Capital of Andhra Pradesh". The city is one of the two metropolises in the state, with the other being Visakhapatnam.

Vijayawada Municipal Corporation is the civic governing body of the city. It was constituted on 1<sup>st</sup> April 1888 and was upgraded to selection grade municipality in 1960 and finally to corporation in the year 1981. The jurisdictional area of the corporation is spread over an area of 61.8 km<sup>2</sup> (23.9 sq mi) with 59 wards.

The general categories of works taken up by VMC are as follows:

- a) Cement Concrete Pavements
- b) Bituminous Road Works
- c) Under Ground Drainage
- d) Storm Water Drains
- e) RCC Buildings
- f) Culverts & Bridges
- g) Solid Waste Management Works
- h) Other civil works.

VMC intends to engage independent 3<sup>rd</sup> party consultant to assess the quality of all works executed in VMC area and to take necessary remedial measures in case of shortfalls in quality if any found apart from utilizing their services to educate construction agencies to take the standards of quality to national standards

#### **2. Purpose**

Independent assessment of quality of construction works by 3<sup>rd</sup> party

consultant to ensure that the Engineering Works are constructed with good construction materials & as per desired standards of quality construction and to motivate Contractors to achieve above aspects.

The 3<sup>rd</sup> party quality control consultant shall provide an independent assessment of the quality of Engineering Works at different stages of construction. The consultant shall setup a quality control system with the help of prescribed testing norms laid through a competent team of appropriate technical personnel.

The consultancy engaged shall be responsible for assessing quality of basic input materials, workmanship and final product by conducting appropriate tests (both field & laboratory) including periodical supervision of Engineering Works at appropriate stage of construction.

The consultant shall deploy the professionals & sub ordinates as per the staffing pattern of each circle and shall issue report of completed works.

During pre-construction and post – construction inspections, the consultant shall highlight the problem area if any, and suggest steps/ solution for the same to achieve the desired target of quality.

### **3. Qualification criteria**

The bids are limited to those individuals, firms and companies who meet the following qualification and the eligibility requirements and here in after referred to as bidder.

- a) The bidder should have a valid registration with the government of Andhra Pradesh/ Government of other states / Central Government / PSUs.
- b) The Consultant firms should have experience of Third-Party Quality Control services for engineering works for **a minimum period of 5 year**.
- c) The bidder should have Consultancy Service Charges for similar nature of works of value not less than **Rs.2.00 Crores** in any financial year during the last 5 financial years. The tenderers should submit latest Audited Balance Sheet duly certified by the Chartered Accountant.

d) The Consultancy firm should have valid NABL (National accredited board of Laboratories) Certified Laboratory in either of two states i.e., Andhra Pradesh and Telangana or should have entered MoU with NABL accredited lab located in Krishna District. (MoU to be submitted)

e) **Manpower:**

<b>S.no</b>	<b>Key Personnel</b>	<b>Qualification</b>	<b>Marks Allotted</b>
1	<b>Team Leader/ Project Manager</b>	Post Graduate Engineer in <b>Civil Engineering</b> with any specialization of <b>8 years'</b> Experience or Degree in <b>Civil Engineering</b> with minimum experience of <b>12 years</b> in Quality Control, Quality Assurance and Quantity Survey of Housing, Water Supply, Sewerage, Roads, Drains, Buildings etc.,	5 Marks
2	<b>Mechanical Engineer</b>	B.E/B.Tech in Mechanical Engineering with minimum <b>5 years</b> of experience with similar nature of works.	3 Marks
3	<b>Electrical Engineer</b>	B.E/ B.Tech in Electrical Engineering with minimum <b>5 years</b> of experience with similar nature of works.	3 Marks
4	<b>Civil Engineer</b>	B.E/ B.Tech in Civil Engineering with minimum <b>5 Years</b> of experience in Quality Control, Quality Assurance and Quantity Survey of Housing, Water , Supply, Sewerage, Roads Drains, Buildings etc.	3 Marks
5	<b>MIS Expert</b>	B.E/ B.Tech in Civil Engineering with minimum <b>3 Years</b> of experience in preparation & maintenance of MIS Reports & dashboards on daily basis using infographics & well versed with MS office tools.	2 Marks
6	<b>Solid Waste Management Expert</b>	Degree in Environmental Engineering with minimum <b>7 Years</b> of relevant Experience.	3 Marks
7	<b>Landscape</b>	Bachelor's in architecture with minimum <b>7 Years</b> of Experience in landscaping works	3 Marks



S.no	Key Personnel	Qualification	Marks Allotted
	<b>Expert</b>		
8	<b>Technical Inspectors (Civil)</b>	Diploma in Civil with <b>3 Years'</b> experience or ITI with <b>5 years'</b> experience in Quality Control, Quality Assurance and Quantity Survey of Housing, Water Supply, Sewerage, Roads Drains, Buildings etc.	2 Marks
9	<b>Technical Inspectors (Mechanical)</b>	Diploma in Mechanical with <b>3 Years'</b> experience or ITI with <b>5 years'</b> experience in Quality Control, Quality Assurance and Quantity Survey of Housing, Water Supply, Sewerage, Roads Drains, Buildings etc.	2 Marks
10	<b>Technical Inspectors (Automobile)</b>	Diploma in Automobile with <b>3 Years'</b> experience or ITI with <b>5 years'</b> experience with similar nature of work experience.	2 Marks
11	<b>Lab Technicians</b>	<b>5 years'</b> experience in Quality Control, Quality Assurance in Housing, Water Supply, Sewerage, Roads, Drains, Buildings etc.	2 Marks

**Staffing Pattern for Circle wise:**

S.no	Consultancy Team	Circle Wise Deployment of Staff			Total no of Personnel
		C – 1	C – 2	C – 3	
1	Team Leader/ Project Manager	1			1
2	Mechanical Engineer	2			2
3	Electrical Engineer	2			2
4	Civil Engineer	1	1	1	3
5	MIS Expert	1			1
6	Solid Waste Management Expert	1			1

7	Landscape Expert	1			1
8	Technical Inspectors (Civil)	3	3	3	9
9	Technical Inspectors (Mechanical)	1	1	1	3
10	Technical Inspectors (Automobile)	1	1	1	3
11	Lab Technicians	3			3

**Note:**

- The above technical persons need to be allotted exclusively for each circle any changes need to be taken prior approval agreement authority.
- The deployment is on a continuous basis throughout the contract period.

Supporting Staff such as Accountant, Draughtsman, Steno/ Typist/ Computer Operator, Office Assistant as per requirement

**Conditions for Manpower.**

The replacement of key experts is not permitted in normal circumstances. However, in case of exceptional situations, the replacement of key experts is permitted subject to the approval of the replacement with manpower having equal or higher qualifications and with the following financial implications of the fee of the Bidder. The replacement shall be subject to the approval of the Client. *This clause shall apply to non-joining of the personnel whose CV's have been produced while entering into agreement.*

S No	Description of Key Expert	Penalty to the Bidder as a percentage of the derived contract price for every replacement
1	Team Leader/ Project Manager	1%
2	Other than Team Leader	0.5%

The penalty amount will be recovered from Bidder's subsequent bills. In case, the Bidder is unable to provide replacement of Key Personnel immediately, the following penalties shall be applicable

S No	Description of Key Expert	Penalty to the Consultant
1	Team Leader/ Project Manager	Rs. 5,000 per day
2	Other than Team leader	Rs. 1,000 per day

The penalty amount will be recovered from Bidders subsequent bills.

- A. If any position of the Key Expert is kept vacant for more than 30 days, the Contract may be terminated by the Client.
- B. Identified any shortfall of staff to be deployed, deduction in payment will be effected for the whole month as per SSR.

**Note:**

- i. In support of qualifying criteria, the details and certificates are to be furnished as per the proforma in the tender schedules.
- ii. The bidder is subjected to be disqualified and liable for black listing and forfeiture of bid security, if he is found to have misled or furnished false information in the forms / statements /certificates submitted in proof of qualification requirements.
- iii. 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.
- iv. The bidder should submit a copy of PAN CARD and a copy of valid Goods and Service Tax registration certificate issued by the competent authority.
- v. Sub-Contracting is not allowed /staff not authorized VMC are not allowed for collecting samples / testing of samples.
- vi. VMC 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 VMC in this regard.

- vii. Each Bidder shall submit only one Bid for the assignment. A Bidder who submits more than one Bid will cause disqualification of all the Bids submitted by the Bidder.
- viii. The Bidder shall bear all costs associated with the preparation and submission of his Bid and the tender inviting authority will in no case be responsible and liable for those costs.

#### **4. Bid Security**

The tenderer shall furnish bid Security for Rs.2,00,000/- in the form of demand draft/ Bank guarantee by a nationalized Bank with validity period of 30 Months (If required the validity shall be extended for a period of additional one month without any financial reimbursement by VMC) in favor of The COMMISSIONER, Vijayawada Municipal Corporation. 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.

#### **5. Documents**

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

- i. Terms of reference (TOR)
- ii. General Conditions of the Contract
- iii. Annexures
- iv. Form of Agreement.

#### **6. Communications**

##### **Pre-Bid Meeting**

Date: 04-02-2020 at 11:00 AM

Email: [engineeringvmc@gmail.com](mailto:engineeringvmc@gmail.com) , [pmuvmc@gmail.com](mailto:pmuvmc@gmail.com)

Contact no: 9866514161

Submission of Proposal(s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered, shall be addressed to:

The Commissioner, Vijayawada Municipal Corporation

**Address:** Jawaharlal Nehru Buildings, Canal Road, Vijayawada 520001.

**Email:** [engineeringvmc@gmail.com](mailto:engineeringvmc@gmail.com) , [pmuvmc@gmail.com](mailto:pmuvmc@gmail.com)

The Applicants are advised in their own interest to ensure that completed Proposal(s) reaches the office of Tendering Authority at the address mentioned well before the Proposal Due Date stipulated in the document. Proposals submitted through Speed post/Registered Post / Courier / Hand delivered will be accepted. Proposals submitted through e-mail will not be considered and summarily rejected.

Proposals received after the date and time stipulated in bidding schedule in this RFP will not be considered and shall be summarily rejected.

## **7. Submission of Proposal**

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

The "**Technical**" and "**Financial**" proposals must be submitted in two separate sealed envelopes (with respective marking in the bold letters) in the prescribed formats / schedules given in the supplementary information for Agencies. The first envelope marked "**TECHNICAL PROPOSAL**" should include the description of the Agency. The second envelope marked "**FINANCIAL PROPOSAL**" must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the services.

Both the sealed envelopes should again be placed in a sealed cover, which will be received in the office of The Commissioner, Vijayawada Municipal Corporation up to the time mentioned in the tender notice.

## **8. Opening of Proposal**

### **8.1 Technical proposal**

The technical proposal will be opened by the Commissioner, VMC or his authorized representative in his office.

### **8.2 Financial Proposal**

The second envelope containing the price offer will be opened after Technical

evaluation completed and approved by the competent authority.

## 9. 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.

a) Working Experience with the following eligibility certified by the Clients

- |      |   |   |                  |
|------|---|---|------------------|
| i.   | One/ Two Government / PSU organization          | - | 15 Points        |
| ii.  | Three/ Four/ Five Government / PSU organization | - | 20 Points        |
| iii. | More than Five Government / PSU organization    | - | <b>30 Points</b> |

**Note:** Should submit completion certificate for completed works/projects and performance satisfactory certificate for ongoing works by the clients.

b) The qualifications and experience of the key staff proposed for the assignment certified by the consultant -

**(30Points)**

c) List of equipment's to be deployed at in-situ lab for the mentioned scope to be submitted on a stamp paper- **(20 points)**

d) Turnover certificate certified by CA

- |      |                                       |   |                  |
|------|---------------------------------------|---|------------------|
| i.   | For Rs.2.00Cr.                        | - | 10 Points        |
| ii.  | For above Rs.2.00Cr. up to Rs.4.00Cr. | - | 15 Points        |
| iii. | More than Rs.4.00Cr.                  | - | <b>20 Points</b> |

All Agencies 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.

## 10. Award of Contract

Quality and competence of the consulting service shall be considered, as the paramount requirement. The nature of the contract is non-exclusive, and the client can choose as many Agencies as required depending on the workload. The decision of the award of the contract would be as under:

- a) Technical proposals scoring not less than **70** of the total points will only be considered for financial evaluation.
- b) The Financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend on the prescribed date & time which will be intimated to all technically qualified tenderers in advance. The VMC shall prepare minutes of the public opening.
- c) The Chief Engineer (or any other Officer / Committee authorized by the Commissioner, VMC) will determine whether the financial proposals are complete (i.e. whether they have estimated all items of the corresponding technical proposals; if not, the client reserves the right to cost them and add their cost to the initial price, correct any computational errors). On the request of VMC, the Agencies shall furnish the detailed cost break up and other clarifications to the proposals submitted by them. The financial offer shall cross check including all taxes except Goods& Service Tax(GST)
- d) It may be noted that VMC is not bound to select any of the agencies submitting proposals. Further, as quality of service is the principal selection criterion, VMC does not bind itself in any way to select the firm offering the lowest price if the lowest rates quoted are found not workable.
- e) The agencies are requested to hold their proposal valid for 90 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.
- f) If the contract can be satisfactorily concluded in one month, the firms are expected to take up / commence the assignment within one month.
- g) It may be noted that the cost of preparing a proposal including visits to or other functionaries of VMC, if any is not reimbursable as a direct cost of the assignment

- h) 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.
- i) The Commissioner, VMC reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
- j) The dates stipulated in the Bidding Schedules are firm and under no circumstances they will be relaxed unless officially extended.
- k) 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.
- l) The tender is likely to be rejected if on opening it is found that –
  - a. The bidders have 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 tender document.
  - d. The bidder has not signed the tender.
  - e. The bidder has specified any additional condition.
  - f. The bidder has quoted financial offer anywhere other than specified in financial bid.
- m) 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
- 4. Form of Agreement
- 5. Part II Financial Proposal



## **TERMS OF REFERENCE**

### **1. Objective**

The main objective of this assignment is to obtain independent assessment of the quality control, certification of all construction civil work including Mechanical, Electrical, Solid waste Management, Landscaping and Water Supply works executed by Contractors.

The 3rd party Quality Control consultant shall provide an independent assessment on the quality of the works at different stages of construction. It shall setup a quality control system with the help of prescribed testing norms through a competent team of Technical Personnel.

The consultant employed shall be responsible for assessment of quality control of both materials & workmanship and visual inspection of engineering works at appropriate stage of construction regularly.

For visual inspection of the civil works the consultant shall deploy the professionals & subordinates as per need of assignment and shall issue reports accordingly.

The consultant shall highlight the problem area if any and suggest steps/solutions for the same to achieve the desired standards of quality products.

For quality control, the consultant shall carry out testing at random (both field & laboratory) of materials used in construction work, workmanship and final product of construction work

### **2. Scope of Work**

The consultant or his representative shall inspect the sites before commencement of work, during progress of the work at the frequency mentioned below and after completion of work and closely verify whether stipulated standards of quality is maintained at site. If there is any discrepancy / error / omission, the consultant shall point out it with suggestions and remedial measures to VMC.

The consultant shall carry out independent testing (Field & Laboratory) of construction materials, workmanship and final product of work with due diligence and will report to the concerned Executive Engineer with his suggestions and remedial measures if any.

The consultant shall conduct the tests / checks / sampling of materials and work as per relevant IS / IRC Standards.

The Services, duties & responsibilities will include the following:

- a) To verify that all works should be executed as per the approved Designs, Drawings and contract documents.
- b) Third Party Quality Control agency will act to ensure all steps for effective and smooth execution of projects as per the guidelines and specifications with due instructions from VMC Engineering Staff.
- c) To proof check the design and drawings of the works duly vetting them and to be certified.
- d) To ensure that the construction works are in accordance with the technical specifications, Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor in compliance with the above stipulations particularly, in relation to contractor's construction equipment and other resource deployment.
- e) To conduct special tests of materials and/or completed works, order removal and substitution of improper materials and / or works as required.
- f) To supervise and check the operations, quality control of the works carried out under Contract.
- g) 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

- h) The technical persons engaged by consultant should be physically present for all works executed by VMC.
- i) In respect of materials to be procured the consultant shall visit the factory along with the departmental authorities to authenticate the tests conducted and the results shall be incorporated in the inspection report.
- j) In respect of RMC and Hot Mix Asphalt, one of the consultants should present at the plant and authenticate the quality.
- k) The consultant shall act for casting cubes during the concreting work of pavements. On completion of the work, core tests shall be conducted invariably (irrespective of the outcome of cube test results) to assess the strength, thickness and Density of pavements.
- l) The consultant shall develop and follow the computerized reporting and record management system and shall obtain prior approval of the same from Client/VMC.
- m) The consultant shall educate the field Engineers as well as contractors regarding good construction practices for maintaining the Quality of the work. The field Executive Engineer concerned will ensure that the Copies of Agreement / Detailed drawings are made available to the consultant.
- n) The consultant shall furnish work wise inspection report of each visit with all details, highlighting problem area and its solution etc. to concerned Executive Engineer. The consultant shall be responsible for bringing out in writing, to the notice of concerned Executive Engineer, VMC any instances of deviations from accepted quality of construction materials, workmanship and general quality of works at appropriate stages of construction / renovation.
- o) The consultant shall submit weekly reports of his observations and inspections, highlighting the progress of the work to the concerned Executive Engineer, VMC. The major defects / short comings / deviations observed

during the visits shall be notified immediately to the concerned Executive Engineer.

- p) The consultant shall communicate tentative inspection schedule to the concerned Executive Engineer whenever the core cutting is planned.
- q) The consultant shall also communicate the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores and BT Cores etc., well in advance to the concerned Executive Engineer, VMC through electronic mail or SMS to enable them to witness the tests at random.
- r) The consultant shall bring to the notice of concerned Executive Engineer, VMC immediately, if any work is found being executed with change of specifications and / or change of site without approval of competent authority. If in his opinion it is found necessary to change specifications or modify design, the same shall be brought to the notice of concerned Executive Engineer.
- s) A consolidated monthly statement showing the dates of visit i.e. 1<sup>st</sup> visit, 2<sup>nd</sup> visit, and 3<sup>rd</sup> visit and so on for all the sites shall be submitted to the Chief Engineer, VMC and the Superintending Engineer, VMC and concerned Executive Engineer.
- t) After the work is completed consultant shall issue final Quality Control report after due verification of various items of work. The final report shall consist of action taken report of site engineers if any on the earlier reports, lab and field test results on the finished products and general comments on overall quality of work based on visual inspection.
- u) Reports of material testing should be provided by 3<sup>rd</sup> party consultant to concern & Executive Engineer with a copy to the Chief Engineer, VMC.
- v) The consultant shall test all construction materials, paver blocks, kerb blocks, precast divider blocks etc. and if any.

- w) From starting of work to the completion, photographs of work should be taken in every visit at different stages and enclosed with the respective inspection reports

During field visits, the consultant shall check and report whether work has been executed according to the drawings, designs and specifications and in line, levels as per approved drawings.

During this visit he will spend time observing the contractors working practices also. He will prepare a report on his visits on the same day as the visit takes place. This report will be submitted without delay and no case later than the following day to the concerned Executive Engineer VMC. The points mention in the report shall be checked for compliance in subsequent visits and reported. The consultant shall make further visits as necessary to follow up areas of concern. One of the main objectives is to point out to the respective contractors how improvements can be made to the working practices and to resolve difficulties in an amicable manner. It should be remembered that time is the essence of the contract and that considerable judgement is required regarding quality aspects of the work. If contractors failed to heed advice or undertake work that is suspect which requires rectification or replacement the matter is to be immediately reported to the concerned Executive Engineer so that appropriate action can be taken under the terms of contract.

### **3. Quality Checks**

The tasks of the Q.A. people are as detailed below,

- a. Carry out pre-Construction Quality checks for all materials as per the relevant codes.
- b. Carry out Quality checks during the Construction/ progress of works.
- c. Carryout Quality checks after construction (Post Construction checks)
- d. No. of quality checks (Pre, during and post construction) to be conducted as per relevant codes.

The role of Quality Control consultant shall be conducting detailed checks of activities of construction right from the starting stage to the finishing stage. This would involve collection of samples and arrange testing. The consultant would be reporting to the Client through its reports.

All the tests and quality inspections would be conducted as per the laid down specifications.

- a. Establishment of central reporting station at Vijayawada for all kinds of communication and weekly reporting to the Chief Engineer, VMC for all types of quality tests. The Q.A reports in technical, systematic informative and qualitative manner.
- b. The team would be working in Vijayawada for conducting Q.C tests.
- c. If lab is established away from Vijayawada in either of the states, the sample is to be collected within 15 days, after 3 weeks of completion of curing.
- d. Field staff with required mobile testing equipment for onsite inspections including random checks of the works.
- e. All the test reports are to be furnished to VMC within a week from the date of collecting samples. Penalty of Rs.200/- per day will be levied for delay in submitting the test reports.

In addition, the consultant needs to check the manufactures test certificates for the materials like pipes & fittings, electrical items, steel, cement, accessories, pump and motors (for Grade) etc. The contractor will have to provide these certificates, to the consultants at the time of inspection.

The consultant shall faithfully conduct tests / checks and sampling required to be executed by them as per IS / IRC Standards.

The Consultant will be fully responsible for the authenticity of the test results and submit test results in original to the Chief Engineer, VMC without any hindrance of work.

#### **4. Procedure for inspection**

1. The Field Quality control staff at the site, which will be headed by one Team leader / Project Manager, would inspect the construction and other activities. Field Quality control team would consist of Jr. Managers / Engineers from the discipline of civil engineering and one from the discipline of electrical engineering and one from the discipline of Mechanical Engineer. The consultant would be provided schedule of works likely to be executed in the next week in advance. So that consultant may plan weekly program in advance. Besides this, there would be Junior Engineers / Supervisors having similar specialization as mentioned above, Lab Technicians and Field Assistant. However, its exact composition will depend upon the, scope of work and the workload based on number of contracts executed by VMC.
2. After obtaining the construction program and the work schedule from Project Manager, a joint visit of the VMC Engineers to the sites for inspection and overall appraisal shall be undertaken.
3. All Tests, checks are to be carried out as per IS / IRC Standard, Agreements and Drawings for qualitative and quantitative analysis.
4. The Consultant shall make its own arrangements for transport including local travel and for his Office accommodations.
5. The name of the personnel to be deployed along with their CV's shall be approved to the VMC.
6. The consultant shall communicate tentative inspection schedule to the concerned EE, VMC whenever the core cutting is planned. The Consultant shall also communicate the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores and BT Cores etc., well in advance to the concerned EE, VMC through electronic mail or SMS to enable them to witness the tests at random.
7. Reports of material testing at site and lab should be provided by the consultant in two hard copy's one each Client and Contractor.
8. The cement used in construction work should be fresh and not older than 3 months. It should be ascertained by the consultant and mentioned in the inspection report also.
9. The concerned Project Manager will furnish the completion plan to the 3<sup>rd</sup>

party Consultant only after the Final Bill Abstract is finalized.

10. All the reports should be both in soft copy & two no's of hard copies.

11. For every test field officer/in charge Engineer signature is essential.

## **5. Schedule for Completion of Assignment**

The time schedule for completion of job is **Three years** from the date of signing the assignment contract and the consultants should establish laboratory in Vijayawada within 3 months after signing agreement.

## **6. Formats**

a) The work wise Inspection Reports shall include the following details.

- Inspection Report No.
- Name of the work
- Estimated Cost.
- Name of the construction agency
- Work order No.
- Names of their charge VMC Engineers.
- Observations, action taken on earlier observations, test results, remedial measures, suggestive measures
- Standard formats meeting the requirements of respective standards shall be used for test reports (field tests as well as laboratory tests). While mentioning the strength / thickness / density etc. the target values & tolerances (if any) as per specifications standards shall be mentioned

b) Monthly abstracts shall incorporate the following:

- Report for the month of
- No. of works inspected
- No. of visits made
- No. of Inspection reports submitted
- No. of final reports submitted
- No. of tests carried out category-wise
- No. of major adverse remarks made
- No. of tests failed to conform to standards



- No. of ATRs received from field engineers.
- Summary of observation
- Recommended remedial measures
- Fortnightly presentations to PMU Team
- Preparation of weekly report using Infographics

## **7. Submission of Reports**

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

1. To the Concerned EE VMC and Dy.EE, All VMC work wise Inspection Reports.
2. To the EE, VMC and DYEE, VMC - Final Reports and Fortnightly Abstracts.

## **8. Payment Schedule**

- A. The payment to the consultant in consideration of the services offered by them shall be made @ the agreed % age on the value of bill payment. The consultant shall submit the bills each work wise to the concerned EE's duly recorded by concerned AE/AEE and verified by Dy.EE for every month.
- B. Only 90% of the payment will be paid for every work and balance 10% will be paid only after completion of 3-year liability period or time specified in the work agreement subject to condition that no adverse remarks observed by Government organizations / departments like V & E, ACB etc.

# ANNEXURES

## COVERING LETTER

(ON FIRM'S LETTER HEAD)

From

To  
The  
Commissioner  
Vijayawada

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 in India namely "Prevention of Corruption Act 1988"

Yours faithfully

Signature.....

Full name

.....

Address .....

Authorized Representative

Annexure – 1

**ASSIGNMENT OF SIMILAR NATURE (3<sup>rd</sup> PARTY Q.C. SERVICES)  
SUCCESSFULLY COMPLETED IN DURING LAST 5 YEARS**

#	Financial Year	Client's Name and Address	Name of Assignment	Brief project description	Date of Start of Assignment	Date of close of Assignment	Value (INR) of Work Order	Amount received by the firm
1	2014-2015							
2	2015-2016							
3	2016-2017							
4	2017-2018							
5	2018-2019							

*Note:*

*Please attach certificates from the employer by way of documentary proof*

**Authorized Signature**

Annexure – 2

**ANNUAL TURNOVER FOR CIVIL WORKS**

Name of the Bidder: The bidder shall indicate herein his annual turnover from similar work during preceding 5 years based on the audited balance sheet/profit and loss account statement.

<b>Financial Year</b>	<b>Annual Turnover (Rs.)</b>
2018 – 2019	
2017 – 2018	
2016 – 2017	
2015 – 2016	
2014 – 2015	

*Note:*

- 1. Copies of audited balance sheets with profit and loss account of 5 years shall be submitted along with the Technical bid in support of above entries.*
- 2. Copies of Income tax return statements to be provided.*

(Statutory Auditor)

Annexure – 3

**COMPOSITON OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD BE  
ASSIGNED TO EACH TEAM MEMBER**

**Technical / Managerial Staff**

<b>S.No.</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**Support staff**

<b>S.No.</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**Authorized Signature**

**SUGGESTED FORMAT OF CURRICULUM VITAE FOR KEY PERSONNELS**

1. Proposed Position: \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

3. Name of Staff: \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

5. Education: \_\_\_\_\_

6. Membership of Professional Associations: \_\_\_\_\_

7. Other Training: \_\_\_\_\_

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

10. Employment Record:

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

Add  
Photograph

### **11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Employer: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

### **12. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff] Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

(Authorization letter to be attached as required)  
(Consultant official seal)

*Note- Key Personnel's certificates to be submitted.*



## **DRAFT FORM OF AGREEMENT**

**Subject-      Conducting 3rd party quality control for all Engineering Works**

Draft Agreement for Assignment Carried out by Consultants

Name of Consultant: -----

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carryout 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, VMC.
2. For administrative purposes the Commissioner, VMC has been assigned to administer the assignment and to provide (NAME OF CONSULTANT) with all relevant information needed to carry out the assignment.
3. The Commissioner, VMC 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 by The Commissioner ,VMC 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. 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 or 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.

8. The (NAME OF CONSULTANTS) shall indemnify and hold harmless the Commissioner, VMC against any and all claims, demands, and/or judgments of any nature brought against VMC 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.
9. 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.
10. 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 VMC. 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.
11. 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.
12. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
13. 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.

14. 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, or any other officer authorized by the Commissioner.
15. 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.
16. In case of abandonment of the work by (NAME OF CONSULTANTS). The Commissioner, VMC will have a right to forfeit the earnest money deposited by the firm
17. All the terms and condition will be strictly followed as per detailed NIT.

*\*\*\*This is at the discretion of Authority to modify / decide on the agreement.*

**Place: Vijayawada**

**Date: .....**

**(Signature Name of the  
Client's Representative)**

**(Signature of Authorized  
Representative on behalf of Consultant)**

### **LIST OF LAB EQUIPMENT**

*(To be submitted on Rs.100/- Non-Judicial Stamp paper)*

<b>Sl. No</b>	<b>DESCRIPTION</b>	<b>Qty.</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

### **TESTING FACILITIES**

Testing facilities required in laboratories. Testing frequencies and Tests required to be conducted.

The consultant executing the work must establish the laboratory facilities in VMC and provide testing equipment as per the standards. He should conduct the tests at the frequencies, before the starting of work, during execution of the work as per IS codes in force.

## **FINANCIAL PROPOSAL**

### **PRICE BID**

**Name of the Work:** - Appointment of 3<sup>rd</sup> Party Quality Control Agency for all Engineering Works in Vijayawada Municipal Corporation.

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 (\_\_\_\_\_) Percentage (%) of Net payment of bill to the contract agency towards individual work (Work payment Excluding GST, Seignories, NAC etc.,)

**Note:** The Quoted percentage is inclusive of all taxes. No extra payment will be allowed for any tax.

Signature, name of the tenderer / authorized

Signature

Company Seal

## **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 and any other instruments including rules, regulations and bye-laws] having the force of law in India and state of Andhra Pradesh as they may be notified/issued and in force from time to time.

b. "Client" or "Employer" means Commissioner, VMC or any authorized authority representing VMC.

c. "Consultant" means the agency which has entered into contract with VMC to provide 3rd Party QC Services.

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

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

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

g. "Local currency" means Indian Rupees;

h. "Party" means the client, or the Consultants and Parties means both;

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. "SC" means the Special Conditions of Contract by which these General conditions of Contract may be amended or supplemented;

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

## **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 for a period of 2 years.

### **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, evolution, 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 subdivision 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 fourteen (14) days written notice of termination to the consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

(a) If the consultants do not remedy 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, 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 fourteen (14) days.

(d) If the consultants, in the judgement of the client 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 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.

#### **1.4.3. Payment upon Termination :**

If the contract is terminated because of a fundamental breach of contract by the consultant, all amounts due to the consultants till the date of termination including bid security will be released.

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

#### **3.1 General**

The Consultant shall perform the Third-Party Control Services for all works costing more than Rs.1.00 lakhs and above or as specified by the client. 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 act 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 client's business or operations without the prior written consent of the client.

### **3.4 Consultants actions requiring Clients Prior Approval**

The Consultant must obtain prior approval from the client

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

**3.5 Reporting system** The Consultants shall submit the test reports with their remarks directly to the 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 adequate manpower would be deputed on the project site to carry out necessary tests and preparation of reports. The consultant would depute adequate manpower and other resources at respective locations based on work load and specific requirement. All the liabilities of manpower working on the project would be with consultant.

## **5.0 PAYMENTS TO THE CONSULTANTS**

The payment to the consultant along with service tax (GST) would be made to the consultant as specified in the payment schedule of TOR.

## **6.0 SETTLEMENT OF DISPUTES**

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Committee comprising The Commissioner, Chief Engineer, VMC and consultant. If the dispute is not resolved in that case it shall be referred to adjudication/arbitration in accordance with Indian arbitration and conciliation Act 1996.

## **7.0 Price & Payment Schedule**

### **7.1 Consultancy fee:**

The Consultant's fee for the Quality Control services will be paid at the approved rate on the value of work executed at site.

### **7.2 Goods & Service Tax (GST):**

Only Goods and Service Tax (GST) will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee. The Consultants would deposit the Goods & Service Tax (as applicable) on receipt of payment to the Government of India and the copy of the remittance challan would be submitted to the Municipal Corporation as a proof of payment of service tax.

### **7.3 Payment Schedule:**

The Consultant shall raise the invoice duly showing the Consultancy fee and Goods and Service tax separately along with final 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, VAT as applicable will be deducted from the consultancy fee and a certificate will be issued to this effect.

## **8.0 Indemnity:**

In case the quality of any work is found inferior during the Quality check by the client's Engineering wing or State Vigilance department or by any authority where the consultants have passed satisfactory remarks in their inspection reports, the entire consultancy fee including Goods & Service Tax (GST) will be recovered from the consultant apart from a penalty of 10% of consultancy fee. The consultancy shall execute indemnity bond to this effect.

## **9.0 Reporting System**

Documentation of yearly work-wise final sets of reports along with photographs taken before, during and after execution with both soft and hard copies in three sets would be submitted to the client after completion of financial year.

## **10.0 Other Conditions:**

10.1 The consultant's reporting shall be of recommendatory nature informing the client about the quality of materials, based on results and field observations.

10.2 The construction schedule of various works for which quality inspection is required will be given to the consultants by the respective Executive Engineer 15 days in advance. The programme of critical activities to be executed for the consequent month will also be given 15 days in advance.

10.3 In case of emergency, consultant will have to submit specific report of that concerned work as indicated by the client.

## **11.0 Period of Agreement:**

Two years from the date of entering into agreement and can be extended to such duration as felt by client from time to time on mutual agreement. However, VMC reserves the right to close the agreement.