

TENDER DOCUMENT RECALL

**EXPRESSION OF INTEREST CUM REQUEST
FOR PROPOSAL FOR
ARCHITECTURAL & ENGINEERING
CONSULTANCY
FOR THE PROJECT OF
RETROFITTING AND FACELIFT OF
EXISTING VIJAYAWADA MUNICIPAL
CORPORATION BUILDINGS,
VIJAYAWADA
ANDHRA PRADESH**

NAME AND ADDRESS OF THE
CONSULTANT TO WHOM ISSUED: _____

Executing Agency:
Vijayawada Municipal Corporation
Responsible person and address
Phone cum Fax :
.....

CONSULTANCY TENDER DOCUMENT

Dear Sirs,

Sub: VMC – Expression of Interest cum Request for Proposal for Architectural and Engineering Consultancy for the Project of Retrofitting and Facelift of the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh - Recall - Inviting sealed tenders from Architectural consultants - Regarding.

* * *

The Commissioner, Municipal Corporation of Vijayawada proposes to “Construct additional accommodation and Retrofit” the Existing buildings of Municipal Corporation of Vijayawada to make them Harmonious with Contemporary Style of Architecture and to suit the current day needs, incorporating power saving technologies and relevant sustainable building construction techniques with strict adherence to National Building Code 2005, and G.O. M.S, No. 678 of Andhra Pradesh Municipal Revised Common Building Rules.

1. The Architects/Architectural Firms/Architectural Consortiums with an experience of minimum 20 Years are hereby invited to submit their proposals for Architectural Consultancy required for the above.

2. **SCOPE OF WORK: The purpose of this assignment is planned to obtain**

- a) Preparation of Master plan for the entire campus and conceptual drawings and presentation of the same in 2D & 3D formats.
- b) Preparation of Architectural plans for new Construction to the captioned subject.
- c) Preparation of Architectural and working drawings, documents, specifications, Bill of Quantities for all the facilities of the project. This will include preparation of documents for civil, plumbing, Air-conditioning, Sanitary, Sewage, drainage, roads, landscape, internal water supply facilities, power distribution, sub-station and Transformer etc., and complete internal & external lighting, Fire detection and Fire Alarm system, Acoustic and Public address system,

and Services not specially mentioned here-in, but required for the proper successful completion of the project in accordance with National standards. The drawings, documents, specifications and Bill of quantities must be adequate for the successful completion of the project.

- d) Appointing an Architect for the contract period stipulated in the construction contract at site for day to day co-ordination with VMC and contractors to ensure smooth supply of construction drawings and documents. He will assist the VMC in finalizing the schedule and ensuring quality standards as per the drawings and specifications.
 - e) Attending various review meetings at site as required by VMC.
 - f) Visits to the site as required, for monitoring progress and quality issues.
 - g) Inspection of various samples brought by the contractor for the said project and obtaining the approval by VMC.
 - h) Bid document required in the prescribed format for all the above-proposed civil works including water supply and sanitary and electrical works.
 - i) To take up the responsibility of periodical inspection of works at different stages of construction and at least once in a month since the commencement of work. (A minimum number of 20 site visits required after the commencement of the construction work)
 - j) Submission of drawings in soft copy and four numbers of hard copies incorporating all changes wherever necessary.
 - k) Submission of "As Constructed drawings" in soft and hard copies.
- Detailed schedule of services is enclosed as Annexure-II.

3. The following documents are enclosed to enable the consultants to submit their proposal.
 - a) Terms of reference (TOR) (Annexure-1),
 - b) Supplementary information for consultants, including a suggested format of Curriculum vitae (Annexure - III, Form F-5)
 - c) Conditions of Contract (Annexure-IV) and
 - d) Form of contract for Consultants Services under which the services will be performed (Annexure - V).
4. In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of their firm visit the Corporation office of the VMC, Vijayawada, before the proposal, is submitted.

The representative may meet the following officials:
City Planner, (OR) Superintending Engineer-II

Please ensure that advance intimation regarding the consultants visit is required to enable them to make appropriate arrangements.

5. The prospective consultant will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information during visits to this office. The *consultant* intending to apply should have essentially provided Architectural for Retrofitting the Buildings and should have good experience in designing and executing office buildings. He shall give details of these projects, their costs, the time duration. **The outstation Consultants (i.e. outside Vijayawada) should give the undertaking to locate the Regional Office in Vijayawada if the work is awarded to them.**

5.1 Tender document Processing Fee :

The tender document for Expression of Interest (EOI) cum Request for Proposal (RFP) should be submitted along with a DD for Rs. 5,000/- (Rupees Five Thousands only) Drawn in favor of Commissioner, Vijayawada Municipal Corporation, Jawaharlal Nehru Buildings, Canal Road, Vijayawada-520 001 on or before ----- (Date) ----- (Time)

- 6.0 **Submission of proposals:** The Architect is expected to examine the project in detail and carryout such studies as may be required to submit proposals for the concepts, Architectural plans and various services of the project.
The proposals shall be submitted in two parts viz., **Technical & Financial** and should follow the form given in the "Supplementary information for consultants".

- 6.1.1 The Technical and Financial proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/Schedules given in the supplementary information for Consultants. The first envelope marked "Technical proposal" should include the description of the firm/organization, the firm general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The second envelope marked 'Financial Proposal' must also be sealed with sealing wax and should contain the detailed price offer for the Consultancy Services.

They should also supply extra sets of Bid documents/Agreement copies as per requirement.

Both the sealed envelopes should again be placed in a sealed cover, which will be received in the office of the VMC, Vijayawada up **to 5.00 p.m. on date 7.06.2009**

7. **Opening of proposal :** The proposals (1st envelope containing technical proposal only) will be opened by the Commissioner, VMC or his authorized

representative in his office at **3.30 p.m. on date in** presence of such Consultants or their authorized representative who may choose to be present. It may please be noted that the 2nd envelope containing the detailed price offer will not be opened until technical evaluation has been completed and the result approved by the Commissioner, VMC.

8. **Evaluation:** - A three stage procedure will be adopted in evaluating the proposals Viz., 1) Technical Evaluation, 2) Schematic Sketches and 3) Presentation. The technical evaluation will be completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria. **The qualified bidders shall be called for presentation of the conceptual plans in 2D/3D form to the Commissioner or his nominee.**

8.1 **The minimum requirements for qualification in the technical evaluation :**

- I) **The bidder should submit the required / prescribed non refundable tender document processing fee of Rs.5000/- drawn in favour of Commissioner, Municipal Corporation, Vijayawada along with tender form.**
- II) **The firm should have at least one qualified**
 - a) **Architect with Graduate qualification from a reputed institute.**
 - b) **Structural Engineer with Post graduation degree from a reputed institute.**

III) **The consultant firm should have minimum experience of 20 years.**

The firm's general experience in the field of the assignment i.e. depends on several Architectural and consultancy buildings so far handled.

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the Format of the sample curriculum vitae).

iv) The firm should have provided Architectural Consultancy services of value Rs.5.00 crores in a single project in the last 10 years, in building a Office Complexes and 2.00 crores in a single project in the last 10 years, in retrofitting the Existing Buildings.

The firm shall give details of these projects, their costs, the time duration.

9. **Deciding Award of Contract:** - Quality and competence of the consulting services will be considered for award and it will be decided by the Commissioner or his nominee.

Consultants qualified in the technical evaluation shall be invited to present their Master Plan and Schematic sketches including front elevation for the proposed buildings at a scheduled place and date fixed by the VMC, at their own cost. Before presenting the plans all the qualified Consultants will have to attend pre-bid meeting, which will be conducted at VMC, Vijayawada for general understanding of the proposals. An expert committee will evaluate the conceptual plans. The Consultants should present their proposals along with power point presentation in front of the committee constituted for awarding the work.

An expert committee after going through the presentation will award rankings from 1st to 3rd among those who have given presentation. The financial proposals of 1st ranked consultant will be opened and invited for negotiation. If the negotiations with this consultant are successful, the award will be made to that firm and all other envelopes containing financial proposals will be returned unopened to the respective consultants. If the negotiations fail, the 2nd ranked firm will be invited for negotiations and the process will be repeated till an agreed contract is concluded.

10. The Expert Committee / Commissioner, VMC may reject any / all of the proposals received without assigning any reasons. Further, as quality is the principal selection criteria, the Commissioner, VMC does not bind himself in any way to appoint the firm offering the lowest price.
11. The consultants are requested to hold their proposal valid for 120 days from the date of submission without change in the personnel proposed for the assignment and their proposed price. The VMC will make its best efforts to select a Consultant firm within this period. The firm should submit the willingness & commitment of personnel proposed for the assignment.
12. The cost of preparing proposals and of negotiating a contract including visits to the office of VMC and any other places including site visits, survey etc., for submission of proposals, if any is not reimbursable as a direct cost of the assignment. If anybody wants to visit site before submission of tender schedule/ sketch plans and conducting survey, the consultants shall contact City Planner / Superintending Engineer-II, VMC whose Cell No is --- who will show the boundaries of the land allotted for the project.
13. Assuming that the procedure for awarding contract can be **satisfactorily** concluded in **15** days, the consultants will be expected to take up/ commence the assignment with in 5 days.
14. **Site visit:**
It is desirable that each architect submits his EOI-cum-RFP after visiting the project site and ascertaining themselves the location, surroundings, or any other matter considered relevant by them.

15. **Proposal Preparation Cost:**

The architect shall be responsible for all of the costs associated with the preparation of his proposal and his participation in the bidding process.

The VMC will not be responsible for such costs, regardless of the conduct or outcome of the bidding process.

16. The remuneration, which the consultants receive from the contract, will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

17. We would appreciate if the consultants inform us by Telex /Fax.

a). Their acknowledgement of this letter of invitation; and

b). Whether or not the consultants will be submitting a proposal.

Yours faithfully,

Encl:

1. Terms of reference (Annexure-I).
2. Schedule of Services (Annexure-II).
3. Supplementary information of consultants (Annexure-III)
4. Conditions of Contract (Annexure-IV)
5. Consultancy Services (Annexure-V)

TERMS OF REFERENCE

- 1 **BACKGROUND:-** Retrofitting and Facelift of the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh. VMC intends to engage consultants for rendering Architectural services.

- 2 **OBJECTIVES:-** The consultants are required to prepare a **Master plan** for the entire campus, detailed plans, estimates, for all civil, electrical, water supply and sanitary arrangements and site development plans including interior design if necessary in any part of the buildings such as false ceiling, wall cladding, furniture, location of AC units and Internet connectivity points, closed circuit T.V, Building management system wiring in respect of all proposed buildings, infrastructure for all services like water, drainage, power, cabling, roads and mechanical equipment etc., and also to prepare bid documents.

- 3 **TASKS TO BE CARRIED OUT-** by the consultants are as under:
 - a) **Preparation of Master plan & layout plan as per site map, soil type and topography**

 - b) **Preparation of sketches: -**

Preparation of preliminary architectural draft line sketches within the available area and limitations prescribed to ensure economical and functional design concept.

To discuss the draft sketches with the City Planner / Superintending Engineer-II, V.M.C. and make such modifications as suggested by him.

 - c) **Preliminary drawings: -**
 - i) The detailed layout plan shall include all necessary data relating to the existing public utility services, streets, pavements adjoining properties and boundaries. The layout plan also should indicate location of all proposed buildings and the possible future extensions, landscaping areas, water bodies etc.

- ii) To prepare preliminary architectural designs for the proposed construction of buildings and other related works. The preliminary architectural designs should indicate to the same scale, the layout of furniture staff areas / waiting areas of various departments etc.
 - iii) To participate in the discussions for clearing the preliminary designs where the modifications required are to be carried out. If necessary, the preliminary drawings shall be presented in the Committee (users' group) meeting consisting of VMC officials. The Convener of the Committee shall record proceedings/minutes of meeting conducted with Consultants either at the stage of planning or during the construction and will be supplied to the Consultants for necessary action.
- d) Working drawings: -**
- i) **Architectural Working drawings:** After obtaining clearance from the Committee for the preliminary designs, work on preparation of detailed Architectural drawings with elevations, sections, details of joinery, staircases, railing and standard amenities etc., and all the relevant details necessary for execution of proposed works should be taken up.
 - ii) **Structural drawings and design details:** The specifications and structural drawings should be supported by design details for each proposed building/ structure in both hard and soft copies.
 - iii) **Electrical layouts:** Preparation of electrical layout showing the entire distribution system including internal and external electrification details, designs of substation and generators etc. All Electrical drawings shall be signed by the Senior Electrical Engineer having minimum graduation in Electrical Engineering.
 - iv) **Sanitary and water Supply layouts:** Supply of layout plans along with the detailed calculations for the sanitary and water supply lines with invert levels as well as detailed drawings for execution of work. External system for water supply and sanitary arrangements, designs of external drainage and sewerage disposal systems including sewerage treatment plant etc., if necessary.
 - v) **Mechanical Services:** Preparation of schematic drawings for inviting tenders on quotations from various lift agencies and air conditioning

firms and preparation of their estimates.

- v) **Fire Fighting:** Preparation of schematic proposals showing provision to meet requirements for fire fighting regulations.
- vi) **Land use Drawings:** Drawings showing areas to be landscaped, water bodies, buildings etc., shall be indicated.
- vii) All interior design and drawings including furniture/ equipment locations, design wall paneling and false ceiling etc., if necessary, are to be provided.

All the required details should be shown in the site development plans / Land use drawings.

- e) **Estimates**
To prepare detailed estimates and specifications for all proposed constructions including all internal and external services, such as water supply, sanitary and electrical, External drainage, sewerage and garbage disposal systems.
- f) **Bid Documents: -**
To prepare bid documents after obtaining standard form of bid documents from the VMC. One set of bid document comprising of conditions, B.O.Q.s and drawings in each set shall be prepared and supplied as a part of the contract and soft copy of bid document shall be submitted for uploading online e-procurement.
- g) **Site inspection:-** Consultants shall inspect the works periodically to appraise themselves of proper interpretation of designs, drawings and their implementation. During construction the consultants shall visit the sites periodically at different stages of constructions and at least once in a month during finishing stages. Minimum of 20 site visits after commencement of the work, with prior intimation and confirmation from the Engineer in charge, concerned. The site visits made before commencement of work for survey or collecting any field data shall be at consultants cost, these shall not be included in minimum site visits. The site visit report should be furnished immediately after the site visit to Officer-in-charge VMC and to the concerned Executive Engineer.

The consultant shall furnish a site inspection certificate obtained from the Engineer-in-Charge at . T.A. & D.A. or any allowance will not be paid to the minimum specified visits after commencement of work and also site visits made prior to commencement of work.

4) SCHEDULE FOR COMPLETION OF TASKS:-

- | | | |
|------|---|--|
| i) | Survey & net leveling
Including contour plan | 15 days from the date of award of consultancy contract. |
| ii) | Preliminary plans: | 7 days from the date of approval of contour plan.
Sketch plan if any have to be discussed if shall be with in these 7 days |
| iii) | Final Preliminary Designs: | 7 days from the date of obtaining clearance for the preliminary drawings. |
| iv) | Working Drawings: | 7 days from the date of approval of preliminary (Final drawings) drawings. |
| v) | Estimates | 15 days from the date of communicating approvals of working drawings. The preparation of estimates simultaneously taken up immediately after approval of final preliminary drawings. |
| vi) | Bid – Documents | 7 days from the date of communicating approval to the estimates. |

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

The following information and details will be furnished by this VMC.

A) PRE-BID MEETING:

- a. All the general requirements shall be discussed in the pre-bid meeting to be held on **date 5.06.2009 at 3.00 P.M.**, place and address and a copy of minutes shall be collected.
- b. If any additional information is needed, the Consultants shall interact with users i.e. **Officer-in-charge/ Committee** officials.

6. FINAL OUTPUTS (i.e. REPORTS, DRAWINGS ETC.):

The following final outputs shall be furnished to the client.

- i) A concise design report duly mentioning all the proposals including, site development works, internal and external amenities such as water

supply and sanitary arrangements and sewerage and garbage disposal incinerator and electrical services provided.

- ii) Two sets of approved preliminary drawings showing the layouts of furniture and equipment in the floor plans along with a site development plan showing the layout of internal roads, electrical, water supply, sanitary and drainage lines etc.
- iii) Submission of all working drawings one set for approval
- iv) Sufficient No. of sets of all approved final working drawings with detailed cross sections and elevations etc. including interiors design and drawings if necessary and site development plans.
- v) Sufficient No. of sets of detailed estimate, and drawings duly signed by the Head of the Consultancy Firm
- vi) Sufficient no. of sets of bid document and soft copies of total bid document (except Vol.I) i.e. remaining two volumes (Volume.II contains bill of quantities and Vol. III contains set of drawings required for execution) for uploading to E-procurement system of tendering and sufficient no. of sets of Agreement copies (Vol.II & Vol. III) shall be submitted on the requisition of VMC.
- vii) Sufficient no. of soft copies of all the Architectural drawings
- viii) All original tracings of approved drawings shall be submitted to the VMC after completion of the project.

Finally the consultants should hand over all the originals. However they may hold one set of ammonia copies for their record.

As indicated supra in wake of the importance, the complex is likely to be inaugurated by VIPs. As such, the consultants should give the drawings for inauguration Plans and 3-D elevations, necessary colour drawings during the foundation stone laying ceremony and inaugurations also shall be furnished.

7. COMPOSITION OF REVIEW COMMITTEE AND REVIEW PROCEDURE TO MONITOR CONSULTANTS WORKS:

- A. The preliminary designs evolved by the Consultants will be reviewed and the progress of the consultants monitored by the Works committee.

8. COMPLETION PERIOD:

The Architect has to submit a tentative schedule showing the completion period for concept, designing, tender, construction periods. The time schedule shall be finalized mutually based on the above tentative schedule.

The entire job as per scope of work entailed above, shall be completed within the time schedule as per mutual agreement.

9. TIME GUARANTEE & LIABILITY (LIQUIDATED DAMAGES):

- 1) If there are any delays attributed to the consultants in the completion of work beyond stipulated completion period, Liquidated Damages shall be deducted at the rate of 0.5% of the fees for every week of delay, subject to a maximum of 10% of fees paid for the work. Levying the maximum amount of liquidated damages will be treated as fundamental breach of contract and the contract will be terminated under relevant clauses of PS to APSS.
- 2) The VMC may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which may become due to the Consultant. In the event for extension of time being granted by the VMC/ Consultant, in writing, for completion of work, this penalty clause will be applicable after the expiry of such extension period.
- 3) All sums payable by way of liquidated damages, shall be considered as reasonable compensation to be applied to the use of the VMC without reference to the actual loss or damage sustained and whether or not any damage has been sustained.

10. STATUTORY COMPLIANCE:

- 1) The Consultant will abide by all statutory requirements of Provident Fund, ESI, Workmen Compensation Act, Labour License, Sales Tax, Income Tax, Mining Laws etc.,
- 2) The Consultant shall indemnify and legally protect VMC and / or its employees from all claims, demands, causes or action or suits arising

out of services provided by the consultants under this agreement and the consultant has to submit an indemnity letter to this effect.

The VMC reserves the right to cancel the above contract and get it done by any other agency if at any stage it is felt that the work is not done in accordance with the specifications and progress schedule is likely to be delayed for reasons solely attributable to the Architect and provided the payment for the work done till that stage is made to the Architect, for which no claim would be entertained. For the same VMC will give at least 15 days written notice to the Architect.

SCHEDULE OF SERVICES

ARCHITECTURAL SERVICES

Schematic Design Phase

1. The Architect shall consult with Commissioner VMC or his nominee to ascertain the requirements of the Project;
2. The Architect shall prepare schematic studies of the Project and submit a recommendation for approval by the VMC.
3. The Architect shall prepare and submit a preliminary cost estimate of the Project to the VMC for approval;
4. The Architect shall prepare such plans, detailed specifications and any other matters as required to prepare bill of quantities;
5. The Architect shall on the basis of the approved schematic design, prepare for the approval of the VMC the design development documents which consist of drawings showing plans, elevations and cross sections and all other drawings necessary for the implementation of the Project and which serve to illustrate the size and character of the entire Project in its essentials.

Tender and Working Drawing Phase

6. Upon receiving the approval of the VMC for the design development documents the Architect shall co-ordinate the work and prepare working drawings and specifications which will set forth, describe and prescribe in detail the works to be done so as to enable preparation of the bills of quantities and to enable competitive quotations or tenders to be called.
7. The Architect shall prepare and submit to the VMC for approval pre-tender estimates calculated on the basis of the said working drawings specifications and bills of quantities prior to the issuance of tender invitations for the construction of the Project.
8. Architect shall ensure that all drawings are prepared in accordance with the relevant by-laws of any statutory authority, Indian Electricity rules and Indian standard specifications as amended up to date or as per sound engineering practice.

CONSTRUCTION PHASE:

- 9 The main Architect shall make periodical visits to the site to determine whether the construction works are proceeding in accordance with the said final working drawings and specifications and conditions stipulated in the contract documents and shall issue necessary and appropriate instructions to contractors. A written record of such meetings / instructions shall be maintained by the architect.
- 10 The main Architect shall perform all functions and duties required to be performed by him in accordance with the agreement / LOI for the Project.

Occupation Permit / Certificate of Statutory Completion Phase

12. The Architect shall attend all interim and final inspection of the completed Project by representatives of all relevant authorities.
13. The Architect shall assist with any amendment plans required by the relevant authorities and assist in obtaining the Occupation Permit and Certificate of Statutory Completion relating to the Project;

SUPPLEMENTARY INFORMATION FOR CONSULTANTS PROPOSALS

1. Proposals should include the following information

A. TECHNICAL PROPOSAL

- i) A brief description of the firm, organization and an outline of experience on assignments/projects of similar nature executed. The details to be furnished are mentioned in form F-2.
- ii) Any comments or suggestions of the consultant on the terms of Reference (TOR).
- iii) A description of the manner in which the consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- iv) The composition of the team of personnel which the consultants would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- v) Curriculum vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached format (Form F-5) **duly signed by the concerned personnel.**
- vi) The consultants comments, if any, on the data, services and facilities to be provided by Commissioner, VMC, indicated in the terms of Reference (TOR).

B. FINANCIAL PROPOSALS:

The financial proposals should include the following:

- i) Schedule of price bid in Form No. F-6 with item wise.
- ii) Work program and time schedule for key personnel in Form No. F-7

2. CONTRACT NEGOTIATIONS:

The aim of the negotiation is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of consultants proposals, the proposed work plan, staffing and any suggestions the consultants may have made to improve the terms of reference. Agreement will then be reached on the final terms of reference, the staffing and the bar chart, which will indicate personal periods in the field and office, man-months and reporting schedule. When these matters have been agreed, financial negotiations will take place.

3. REVIEW OF MAN – MONTHS RATES :

Comptroller VMC is the custodian of VMC funds and is expected to exercise prudence in the expenditure of these funds. Comptroller VMC is, therefore, concerned with the reasonableness of a Firm's financial proposal and, during negotiations, experts to be able to review data backing up a consultants man - months rates. Consultants submitting proposals for contracts should be prepared to support such data and should accept that their proposed rates and other financial matters are subject to possible negotiations.

4. TERMS OF PAYMENT:

The mode of payment to be made in consideration of the work to be performed by the consultants shall be as follows.

SI.No.	STAGE	% FEE	CUMULATIVE % OF TOTAL FEE
1.0	Upon approval of master plan & schematic Design proposal.	15%	15%
2.0 a)	Preparation of drawings, specifications & Bills of quantities necessary for calling of Tenders.	25%	40%
b)	Evaluation of tenders and making recommendation for award of main contract.	25%	65%
3.0	<i>Construction Stage</i> Fees payable for this stage: From the start Of construction the Architect shall be entitled to charge monthly fee installments based on the total fee for this stage over the construction contract period.	20%	85%
4.0	Post Construction Stage:		
a)	Upon issuance of practical completion certificate.	10%	95%
b)	Upon receiving occupancy certificate	5%	100%

NOTE:-

- 1) All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages duly certified by the concerned Executive Engineers / Officer-in-charge.
- 2) Final design report shall consist a copy of final approved Architectural drawings including elevations reduced to A3 size including site plan and brief write up about the total project.
- 3) The above fee includes all the costs related to carrying out the services, including overheads, service tax and any other taxes imposed on time to time by the government.
- 4) The above Intermediate payments will be made by the Comptroller, VMC of a sum equal to 92 ½ percent of the value of work done as so certified and the balance of 7 ½ percent will be with held and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Executive Engineer on the completion of the entire work, the Consultant will receive final payment of all the money due or payable to him under or by virtue of the contract and a sum equal to 2 ½ percent of the total value of the work done provided there is no recovery from or forfeiture to be made under relevant clauses of PS to APSS.

5. REVIEW OF REPORTS

A review committee (to be restricted to five members) consisting of following officers of the VMC will review all reports of consultants (Inception, progress, intermediate and draft final) and suggest any modifications / changes considered necessary within 10 days of receipt.

- 1) H.O.D's and Commissioner

FORM F-1

From:

To:

VMC
Administrative office
Vijayawada - 520 000, A.P

Sir,

Expression of Interest-cum-Request for Proposal for Architectural Consultancy Services for the work of Retrofitting and Facelift of the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh – Reg.

We, _____ Consultancy firm/organizations here with enclose technical & financial proposal for selection of my/our firm as consultant for Architectural and Engineering Consultancy for the Project of Retrofitting and Facelift of the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh

Yours faithfully,

Signature

Full Name

Address

(Authorized representative)

FORM No. F-4

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASK, WHICH WOULD
BE ASSIGNED TO EACH TEAM MEMBER.**

1. Technical/Managerial Staff

Sl. No	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
5.			
6.			

2. Supporting Staff

S. No	Name	Position	Task Assignment
1.			
2.			

*** Certificate of willing ness / commitment of personnel proposed for the assignment should be appended.**

FORM F-5

**SUGGESTED FORMAT OF CURRICULAM VITAE
FOR MEMBERS OF CONSULTANTS TEAM**

AS PER TECHNICAL BID

1. Name _____
2. Professional/Present Designation : _____
3. Years with Firm / Organization: _____ Nationality _____
4. Area of Specialization :
5. Proposed Position on Team:
6. Key qualifications :

(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 assignments and give dates and locations. Use up to half-a-page.)

Education :

(Under this heading, summarize college/university and other specialized education of names of schools colleges, etc., dates attended and degrees obtained. Use till to a quarter page.)

Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of' employing organization, title of positions held and location of assignments for experience in last ten years also give types of activities performed and client references, where appropriated. Use up to three quarters of a page.)

Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or. , 'poor'.)

Signature of Staff Member

Date

FORM No. F - 6

SCHEDULE OF PRICE BID

S. No	Items	Percentage in Figures	Percentage in Words
1.	Architectural & Consultancy services for the work of	Cost including charges for preparation of Municipal plans all site visits prior to commencement of work and 20 visits after commencement of work.	
1.1	Retrofitting the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh	_____ % On estimated amount of executed work for which services are rendered.	
1.2	Facelift of the existing Vijayawada Municipal Corporation Buildings, and New Extension Blocks for VMC at Vijayawada in Krishna District, Andhra Pradesh	_____ % On estimated amount of executed work for which services are rendered.	

Signature of Consultant

(Authorised representative)

- Note:**
- 1) For extra site visit if required, over and above the stipulated 30 visits, an amount of Rs.5,000/- per each visit will be paid for.
 - 2) For less no. of site visits than the stipulated 20 visits, an amount of Rs.10,000/- will be deducted for each no. of site visits.
 - 3) The above quoted fee includes all taxes overheads including service tax and any other taxes imposed on from time to time by the Government.

CONDITIONS OF CONTRACT**A. GENERAL****1. Interpretation:**

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.

2. Decisions:

- 2.1 *Except where otherwise specifically stated, the Commissioner VMC or his nominee will decide the contractual matters between the Department and the Consultant in the role representing the Department.*

3. Delegation:

- 3.1 The Commissioner VMC or his nominee may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

- 4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

5. Other Consultants:

- 5.1 The Consultant shall cooperate and share the Site with other Consultants, Public authorities, utilities, and the Department. The Consultant shall also provide facilities and services for them as directed by the Officer-in-charge .

6. Personnel:

The Consultant shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Officer-in-charge. The Officer-in-charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

B. TIME FOR COMPLETION

7.0 Programme:

- 7.1 The total period for completion of the assignment is **Two** months from the date of entering into the agreement.
- 7.2 The attention of the Consultant is directed to the contract payment at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts milestones. Time is essence of the contract and the consultant has to adhere to the programme of work furnished

8.0 Delays and extension of time:

No claim for compensation on account of delays or hindrances to the assigned work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Officer-in-charge or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Officer-in-charge, are undoubtedly beyond the control of the Consultant. The Officer-in-charge shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess of the actual working period so lost.

In the event of the Officer-in-charge failing to issue necessary instructions and thereby causing delay and hindrance to the Consultant, the latter shall have the right to claim an assessment of such delay by the Officer-in-charge whose decision will be final and binding. The Consultant shall lodge in writing with the Officer-in-charge, a statement of claim for any delay or hindrance referred to above, within 7 days from its commencement, otherwise no extension of time will be allowed.

Whenever authorized alterations or additions made during the progress of the assigned work are of such a nature in the opinion of the Officer-in-charge as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Officer-in-charge or other competent authority when ordering such alterations or additions.

9.0 Suspension of works by the Consultant:

- 9.1 If the Consultant shall suspend the works, or sublet the work without sanction of the Officer-in-charge, or in the opinion of the Officer-in-charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default, the Officer-in-charge shall take action in accordance with relevant Clauses of PS to APSS.
- 9.2.1 If the Consultant stops work for 14 days and the Stoppage has not been authorised by the Officer-in-charge the Contract will be terminated as per the relevant clauses of PS to APSS.
- 9.3 If the Consultant has delayed the completion of works the Contract will be terminated as per relevant clauses of PS to APSS.

10.0 Extension of the Intended Completion Date:

- 10.1 The Officer-in-charge shall extend or recommend for extension, in accordance with the delegation of powers in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 10.2 The Officer-in-charge shall decide whether and by how much to extend the Intended Completion Date within 7 days of the Consultant asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Consultant has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

11.0 Delays Ordered by the Officer-in-charge:

- 11.1 The Officer-in-charge may instruct the Consultant to delay the start or progress of any activity within the assigned work.

12.0. Early Warning:

- 12.1 The Consultant is to warn the Officer-in-charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

12.2 The Consultant shall co-operate with the Officer-in-charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Officer-in-charge.

13.0 Management Meetings:

13.1 The Officer-in-charge may require the Consultant to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. FINISHING THE CONTRACT

14.0 Termination:

14.1 The Corporation may terminate the Contract if the Consultant causes a fundamental breach of the Contract.

14.2 Fundamental breaches of Contract include, but shall not be limited to the following.

- a) The Consultant stops work for 14 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Commissioner VMC or his nominee.
- b) The Consultant is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Officer-in-charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Consultant fails to correct it within a reasonable period of time determined by the Officer-in-charge ; and
- d) The Consultant has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- e) If the Consultant, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- f) The Consultant has contravened Sub-Clause 6 of Conditions of Contract and sublet the work.

- g) The Consultant does not adhere to the agreed construction program (Clause 6 of Conditions of Contract) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 13) for a period of 7 days.
- h) The Consultant fails to carry out the instructions of Officer-in-charge within a reasonable time determined by the Officer-in-charge.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment to the Government and includes collusive practice among the consultants (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

15.0 Payment upon Termination:

15.1 If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the Officer-in-charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and the percentage to apply to the value of the work not completed representing additional cost for completing the works at the rate of 20 percent of balance work. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Consultant the difference shall be a debt payable to the VMC deductible from other works.

16.0 Property:

All plans, drawings, original drawings, specification, designs, reports and other documents or software submitted by the Consultants in performance of the services, shall become and remain the property of the VMC if the Contract is terminated because of Consultant’s default.

17.0 Release from Performance:

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the VMC or the Consultant the Officer-in-charge shall certify that the contract has been frustrated. The Consultant shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

CONSULTING SERVICES

Consultant:

Subject: Expression of Interest-cum-Request for Proposal for Architectural Consultancy Services for the work of Retrofitting and Facelift of the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh

** ** *

- 1) Set out below are the terms and conditions under which M/s._____ have agreed to carry out for VMC the above mentioned assignment specified in the attached Terms of reference.
- 2) For administrative purposes (The Officer-in-charge, VMC) has been assigned to administer the assignment and to provide the Consultant with all relevant information needs to carry out the assignment. The services will be required for the work of Retrofitting and Facelift of the existing Vijayawada Municipal Corporation Buildings for VMC at Vijayawada in Krishna District, Andhra Pradesh for about 1 years during period from the date of concluding the agreement.
- 3) In course time, the Officer-in-charge, may find it necessary to postpone or cancel the assignment and / or shorten or extend its duration. However, every effort will be made to give the consultants, as early as possible, notice of any such changes in the event of termination, the Consultants shall be paid for the services rendered for carrying out the assignment to the date of termination. The firm based on the terms of payment and the firm Consultants will provide the Officer-in-charge with any reports or parts there of, 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 form F-3, TOR & Supplementary information for consultants proposals. The Consultants agreed

that in the event of abnormal delay in rendering services as per TOR the Commissioner VMC or his nominee shall have every right to terminate the Consultants or withdraw part of services and such withdrawn services shall get it done Departmentally or by entrusting to other Consultants depending on necessity.

- 5) This agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India, Govt. of Andhra Pradesh.
- 6) The financial proposal shall include the cost of preparation of preliminary drawings, initial site visits before start of work, site survey, preparation of site plan, net levels, contour maps, discussions with user group, preparation of detail final Architectural, structural, interiors water supply and sanitary arrangement (internal & external) drawings and minimum of 20 site visits during the execution of works at regular intervals.

7) FEES

Payments for the services will be made **on estimated amount of the works proposed to take up only** as per the scope of work which will including building, services, interiors etc., for which the Architect has provided design services excluding consists of money spent for which services are rendered including all taxes applicable from time to time. \

The fees is inclusive of all the taxes and duties (including Income Tax etc.,) Provident fund, ESI, Insurance and all other statutory charges applicable as per prevailing State and Central Government rules.

PAYMENT TERMS

Payment will be made by cheque payable at _____ after deducting

- i) Amount of appropriate tax deduction at source under IT Act, 1961.
- ii) Any other tax payable by the consultants, for services rendered to the owner, to any of Central Government or State Government Agencies.
- iii) Any other recoveries as per Contract.

The VMC will pay remuneration of Amount to payable to **Consultants** _ within 30 days of receipt of invoices as follows:

Sl.No.	STAGE	% FEE	CUMULATIVE % OF TOTAL FEE
1.0	Upon approval of master plan & schematic Design proposal.	15%	15%
2.0 a)	Preparation of drawings, specifications & Bills of quantities necessary for calling of Tenders.	25%	40%
b)	Evaluation of tenders and making recommendation for award of main contract.	25%	65%
3.0	<i>Construction Stage</i>	<i>20%</i>	<i>85%</i>
	Fees payable for this stage: From the start Of construction the Architect shall be entitled to charge monthly fee installments based on the total fee for this stage over the construction contract period.		
5.0	Post Construction Stage:		
a)	Upon issuance of practical completion certificate.	10%	95%
b)	Upon receiving occupancy certificate	5%	100%

NOTE:

- 1) All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages duly certified by the concerned Executive Engineers / Officer-in-charge .
- 2) Final design report shall consist a copy of final approved Architectural drawings including elevations reduced to A3 size including site plan and brief write up about the total project.
- 3) The above fee includes all the costs related to carrying out the services, including overheads, service tax and any other taxes imposed on time to time by the government.
- 4) The above Intermediate payments will be made by the Officer-in-charge sum equal to 92 ½ percent of the value of work as so certified and the balance of 7 ½ percent will be with held and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Executive Engineer on the completion of the entire work, the Consultant will receive final payment of all the money due or payable to him under or by virtue of the contract and a sum equal to 2 ½ percent of the total value of the work done provided there is no recovery from or forfeiture to be made under relevant clauses of PS to APSS.

Fee shall include all the taxes payable by the consultants. VMC is not liable for any additional payments to the consulting firm towards any tax.

8. The consultant agrees to visit the site periodically at different stages of construction duly intimating to the Executive Engineer, concerned or on the request of Executive Engineer concerned wherever necessary. Such site visits shall be minimum 20 during the execution of work. The consultant shall furnish a site inspection certificate obtained from the Engineer-in-charge at site immediately after visit along with inspection report to the Officer-in-charge.
9. The Consultants will be responsible for appropriate insurance coverage. In this regard the firm Consultants shall maintain workers compensation, employment liability insurance, for their staff on the assignment.
10. The Consultants indemnify and hold harmless the Officer-in-charge, against all claims, demands and / or judgments of any nature brought against the Officer-in-charge arising out of the services by Consultants under this agreement. The obligation under this paragraph shall survive till the termination of this agreement.
11. The consultants agree that any manufacturing or construction with which they might be associated with will not be eligible to participate in bidding for any goods or works resulting or associated with the project of which this consulting agreement forms a part.
12. All plans, drawings, original drawings, specification, designs, reports and other documents or software submitted by the Consultants in performance of the services, shall become and remain the property of 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 Officer-in-charge (i.e; All original tracing shall be furnished to the corporation after the work is completed).
13. 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.

14. The 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. Consultants also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of the agreement, shall be ,for all time and for all purpose regard as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of Officer-in-charge .
16. All questions or disputes arising out of or in respect of this agreement except as to any matters the decision of which are expressly provided for, shall be decided by the Commissioner, VMC which will be final and binding upon both the parties.
17. All disputes that may arise between the parties shall be resolved only by courts situated in Vijayawada and no other courts shall have jurisdiction to entertain any petition, application or suit to resolve such disputes.
18. ADJUDICATOR:

In the event of any dispute it is proposed to appoint retired **Engineer-in-Chief** of Govt department as adjudicator under the contract at daily fee of Rs.1000/- + Reimbursable expenditure. The expenditure incurred on adjudication shall be shared equally by both the parties.

Place :

Date :

**(Signature of Authorized Representative
on behalf of consultant)
(Signature & Name of the Client's Representative)**