



GOVERNMENT OF ANDHRA PRADESH

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Web Site : <https://tender.apecurement.gov.in>

BID DOCUMENT

**Architectural and Engineering Consultancy Services  
for Construction of 50 Bedded Integrated AYUSH  
Hospital at VIMS in Vishakhapatnam and construction  
of Naturopathy College in VIMS Premises in  
Vishakhapatnam District including proof checking of  
Structural Designs**

**e - procurement**

Tender Notice No. : **1/APMSIDC/2023-24, Dt:11-04-2023**

Name of the Agency : .....  
and Address : .....  
.....

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**TENDER INVITING AUTHORITY:**

**ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE  
DEVELOPMENT CORPORATION: HEAD OFFICE: MANGALAGIRI**

(AN ENTERPRISE OF GOVT. OF A.P.)

**Plot No. 9, Survey No 49, IT Park, Mangalagiri – 522503**

**Amaravathi Capital Region, Guntur District**

**E-mail ID – ce.apmhidc@gmail.com**

## **ABSTRACT**

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SECTION – I:

INVITATION FOR BIDS (IFB)  
GOVERNMENT OF ANDHRA PRADESH

ANDHRA PRADESH MEDICAL SERVICE & INFRASTRUCTURE DEVELOPMENT  
CORPORATION

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Tender Notice No. : **1/APMSIDC/2023-24 Dated: 11-04-2023**

**NAME OF WORK** : Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District including proof checking of Structural Designs.

**Tentative Estimated Value of Civil Work :- Rs. 31.25 Crores**

**TENDER INVITING AUTHORITY: Managing Director, APMSIDC, Mangalagiri**

Bids are invited on the e-procurement platform for Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District including proof checking of Structural Designs The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e.

<https://tender.apecurement.gov.in> or from our website [http:// apmsidc.ap.nic.in](http://apmsidc.ap.nic.in)

1. Consultants would be required to register on the e-Procurement Market place “www.eprocurement.gov.in” and submit their bids online. The Corporation will not accept any bid submitted in the paper form.
2. a) **Processing fee: The tenderer shall remit Processing fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only Includes GST) on-line to the account of the Managing Director, APMSIDC, Mangalagiri (142410011000314 of Union Bank Of India, Mangalagiri 522503, IFSC Code: UBIN0803669) and upload the original Transaction slip with UTR number. Failure to pay the Processing fee in the aforesaid manner will entitle for rejection of the bid.**  
  
b) All the participating bidders should pay a **Transaction fee of Rs.200/- (Rupees Two hundred only) payable to APTS by using Credit cards (Any LAYOUT / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt. 07.05.06 with effect for 02.02.2007.**
3. The bidders can view/ down load the tender documents from the 'e' market place.
4. **Bidders eligibility and qualifications: As per SECTION II(1)**

**5. Downloading of Tender Documents: From 12 -04-2023 to 26 -04-2023 up to 3.00 P.M**

**6. Date and time for Receipt of tenders : on or before 26-04-2023 up to 5.00 P.M**

**7. Time and date of opening of tenders:**

- |                   |                          |
|-------------------|--------------------------|
| (a) Technical Bid | : 26 -04-2023 @ 05.15 PM |
| (b) Financial Bid | : 28 -04-2023 @ 02.00 PM |

**Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.**

**8. Procedure for submission of Bids:**

- (a) Consultants or his authorized representative need to contact Managing Director, APMSIDC, Mangalagiri for information on e-Procurement.
- (b) Consultants need to register on the electronic procurement market place of Government of Andhra Pradesh i.e. "**<https://tender.approcurement.gov.in>**". On registration on the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- (c) While registering on the e-procurement market Place, Consultants need to scan and upload the required documents as per the Tender requirements onto their profile.

**9. Qualification Requirements:**

The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

- a. Check slip to accompany the tender.
- b. Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, Audited financial status in support of turnover of **Rs. 1.00 Crores** (Certificate issued by Chartered Accountant) in the same name and style in any one year during last 5 years in providing Consultancy services, Commercial Tax Registration, Permanent Account Number with latest IT returns submitted and proof of receipt etc.
- c. The Consultants should furnish a copy of valid registration with Council of Architects with minimum 5 years experiences in the field of design medical buildings.
- d. They shall have previous experience of having provided similar services in **Design/ Upgradation of Hospitals related buildings** for the last 10 years per year for which they shall upload the certificate from the concerned Employer, with the name, Designation, contact details & email of the certificate issuing officer.
- e. Architects / Engineers having more than 5 years of experience, only shall be deputed for discussions with designs & Architectural Wing, failing which the consultant representation will not be allowed for discussions in Designs/ Architectural wings and consultant will be held responsible for the delay in meeting the agreement time schedule.
- f. The Consultants should furnish copy of permanent account number (PAN) and latest income tax returns submitted along with proof of receipt.
- g. The Consultants should submit the particulars in the format specified in the tender schedule along with necessary certificates.
- h. Non refundable Processing fee of **Rs. 5900/- (includes GST)** to be paid in favour of **Managing Director, APMSIDC, Mangalagiri**.
- i. The tenderer is subjected to be black listed, if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance.
- j. If any Tenderer bids for more than one tender, the eligibility criteria will be scrutinized in the order of Tender no of the works referred above. The decision of the Corporation will be final and binding on the tenderers

**10. Procedure for Bid Submission:**

- 1 The Consultants who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at e-market place. The Consultants should upload the attested scanned copies of documents in support of their Technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
- 2 The Corporation will not hold any risk and responsibility for uploading of the scanned document, for the invisibility of the scanned document, and any other problem(s) encountered by the Tenderers while submitting his bids online.

**11. General Terms & Conditions:**

**Officer inviting bids: Managing Director, APMSIDC, Mangalagiri.**

1. Bids are invited on the e-procurement platform for the above-mentioned services.
2. **Processing fee:** The Processing fee of **Rs. 5900/- (includes GST)** once received will not be refunded under any circumstances nor adjusted for other works or subsequent calls or on any other account.
3. **E.M.D.: Rs. 50,000/-**
  - a) **The bidders have to pay through online/Challan generation only for Rs. 50,000/-. After paying it has to be scanned and uploaded. Other mode of payments will be strictly rejected.**
4. **Tender Schedules:** tender schedules can be downloaded from the Web site <https://tender.apecurement.gov.in>.or from our website: <http://apmsidc.ap.nic.in>.
5. The eligible intending bidders would be required to enroll themselves on the e-procurement market place [www.eprocurement.gov.in](http://www.eprocurement.gov.in) and submit their bids online.
6. In order to obtain firsthand information on the assignment and the local conditions, it is considered desirable that a representative of their firm visit the office of the Managing Director, APMSIDC, 2<sup>nd</sup> floor, Plot No. 9, Survey No 49, IT Park, Mangalagiri-522503 before the proposal is submitted. The representative may meet the following officials:
  - i. Chief Engineer (Designs), APMSIDC, 3<sup>rd</sup> Floor, Plot No. 9, Survey No 49, IT Park, Mangalagiri-522503 Cell : 8977945040
  - ii. Superintending Engineer (Designs), APMSIDC Head Office, Mangalagiri, Cell : 9878680760
  - iii. Executive Engineer, Vishakhapatnam , APMSIDC Cell : 8978680793

**Note:The dates stipulated above are extendable by an official notification by the department or happen to be Public Holidays.**

7. The documents that are uploaded online on e-market place will only be considered for technical bid evaluation.

8. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
9. The Consultants are requested to upload the information's preferably in Zip format.
10. The Consultants who are in litigation / dispute with APMSIDC are liable for disqualification.
11. The Consultant should clearly understand that the decision of the Managing Director, APMSIDC, or any officer authorized by him shall be final and binding.
12. In case of complaints, bills will be withheld till receipt of satisfactory performance report. Further action will be taken on the basis of report.
13. The Managing Director, APMSIDC reserves the right to reject the bids or to accept the bids without assigning any reason.
14. A) The Consultants shall furnish the acceptance form immediately on receipt of LOA (Letter of Acceptance) within in seven days from the date of issue of LOA. Failing which the LOA is deemed to have been cancelled.  
**B) Performance Security:- The Successful consultant has to furnish performance security to the extent of 5% of contract value of the contract fee in the shape of Demand Draft in favour of the Managing Director, APMSIDC, Mangalagiri at the time of agreement**
15. If the successful Consultant fails to execute the agreement and/or deposit the required security within the time specified or withdraws his bid after the intimation of the acceptance of his bid, his contract will be cancelled and he will also be liable for all damages sustained by the MD, APMSIDC or his representative.
16. Nonperformance of contract provisions will disqualify a firm to participate in the bid for next three years.
17. In the event of failure to adhere to the agreement conditions as per the standards prescribed, the firm may be black listed for three years. The Consultant shall also be liable for action under criminal law.
18. In all the above conditions the decision of the Managing Director, APMSIDC shall be final and binding.
19. No suit, prosecution or any legal proceedings shall lie against APMSIDC or any person for anything, which is done in good faith or intended to be done in pursuance of bid.

## **12. Deciding Award of Contract: --**

The contract will be awarded to the lowest bidder for all the items put together as per rate quoted in price bid (Form -6). Initially only one work will be awarded to each Qualified consultant though they are L1 bidders for several works which ever is beneficial to the Government. The other bidders will be awarded at L1 rates as against their quoted rate.

13. The Expert Committee / Chief Engineer, APMSIDC may reject any / all of the proposals received without assigning any reasons. Further, as quality is the principal selection criterion, the Chief Engineer, APMSIDC does not bind himself in any way to select the firm offering the lowest price.

14. 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 Corporation will make its best efforts to select a Consultant firm within this period.
15. The cost of preparing proposals and visits to the office of this Corporation for negotiating a contract and visit to 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 the site before submission of tender schedule/ sketch plans and conducting survey the consultants shall contact the concerned **Executive Engineer, who** will show the boundaries of the land allotted for the project.
16. The consultants will be expected to commence the work within a week after award of work.
17. If the consultants consider that their firm does not have all the expertise for the assignment there is no objection to their firm in associating with another firm to enable full range of expertise to be presented. In case if the team leader happens to be an architect, he should produce proof of registration with Council of Architects and he must produce proof in having association with engineer/firm or he should have employed engineer (proof to be furnished) in his office. Similarly, if the team leader happens to be an engineer, he must produce proof in having association with an architect/firm head by registered architect having registration with Council of Architects (Proof to be furnished).
18. **Site Visits:**  
It is desirable that each consultant submits his proposal after visiting the project site and ascertaining themselves the location, surroundings, or any other matter considered relevant by him.
19. **Proposal Preparation Cost:**  
The consultant shall be responsible for all of the costs associated with the preparation of his proposal and his participation in the bidding process.  
The APMSIDC will not be responsible for such costs, regardless of the conduct or outcome of the bidding process.
20. 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.

21. We would appreciate if the consultants inform us by Email : sedmsidcap@gmail.com.

- a). Their acknowledgement of this letter of invitation; and
- b). Whether or not the consultants will be submitting a proposal.

The outstation Consultants (i.e. outside Andhra Pradesh) should employ the personnel in the Regional Office located in Andhra Pradesh.

**CHIEF ENGINEER**

Encl:

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

The Corporation will not hold any risk and responsibility for the loss in transit during uploading of the scanned documents, for the invisibility of the scanned document online and any other problem(s) encountered by the Tenderers while submitting his bids online.



SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

CONSULTANCY TENDER DOCUMENT

Dear Sirs,

**Sub: APMSIDC – Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District.**

Inviting tenders from Architectural and Engineering consultants on e- procurement plat form – Regarding.

\* \* \*

- 1 **BACK GROUND:** The Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), A.P. Govt. undertaking, has been entrusted for execution of the Civil works of under Medical department and various other departments. This Corporation intends to engage consultants for rendering Architectural and Engineering services.
- 2 **OBJECTIVES:** The consultants are required to prepare site layout plan with contours detailed plans, estimates, Structural designs, for all civil, electrical, water supply and sanitary arrangements and site development plans and Layout plan for the entire campus, if necessary including interiors 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, oxygen and Nitrous oxide gas pipe lines and mechanical equipment etc., and also to prepare bid documents.
- 3 **TASKS TO BE CARRIED OUT-**
  - a) Tasks to be carried out by the consultants (in Brief) are Preparation and submission of:
    - i) **Master Lay out plan, showing the location and Condition of existing Buildings, Road layout, Drainage System, Septic Tank, Sump, Bore Well, Electric lines, Transformer etc., along with levels.**
    - ii) **Sub Soil Investigation report with sufficient number & depth of Bore holes required as per IS codes or as directed by Engineer-In-Charge, duly counter signed by the concerned Executive Engineer& Superintending Engineer.**

**a. Structural designs (MS-I)**

**b. Working drawings which includes**

- i) Architectural Working drawings
- ii) Structural drawings (MS-2 & MS-3)
- iii) Electrical layouts
- iv) Sanitary and water Supply layouts
- v) Mechanical Services
- vi) Fire Fighting
- vii) Land use Drawings
- viii) All interior design and drawings.

**c. Site inspections (Minimum 5)**

**d. As Built Drawings.**

**e. Municipal Drawings**

**4) SCOPE OF MILESTONES OF CIVIL WORK FOR WHICH DESIGNS ARE REQUIRED**

- Milestone-I: Up to plinth level including foundations for staircase, ramp, lift well Septic tank/ STP and sump, keeping in view all the services.
- Milestone-II: Beams and slabs of all floors including roofing over OTS, ramp and staircase head rooms, terrace tanks, parking sheds, internal Water supply & sanitary drawings and working drawings.
- Milestone-III: Site development, external water supply and sewerage lines, including approach roads, landscaping, compound walls etc.,

**A) Details of activities to be taken up by consultants are as given below:**

**i) Preparation of sketch plans:**

For any details contact the Corporation/User Department for the requirements of Teaching Hospital / College. A set of technical specifications for preparations of estimates will also be made available for all general items. For any new item, the consultant shall prepare the detailed specification and take approval of Chief Engineer of APMSIDC.

**ii) Sub Soil Investigation Report:**

Sub Soil Investigation Report from reputed institution with sufficient number & depth of Bore holes required as per IS codes or as directed by Engineer-In-Charge, duly counter signed by the concerned Executive Engineer & Superintending Engineer.

iii) **Preliminary drawings:**

To prepare a detailed site plan and layout. 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 existing buildings, proposed buildings and the possible future extensions, landscaping areas, water bodies etc.

iv) **Structural designs:**

- Prepare detailed structural analysis, designs using STAAD Pro and structural drawings following relevant I.S. codes. Immediately after approving final preliminary architectural drawings, the structural engineer of the firm shall approach the designs wing of APMSIDC and discuss various parameters to be adopted in the designs including location of expansion joints grade of the concrete, loading, type of bricks to be used, cover to be provided, seismic zone, reduction factors, wind loads and type of foundation to be provided etc., **Structural designs and drawings are to be prepared in accordance with relevant BIS codes and are to be proof checked by any NIT/IIT/ Govt. Institutions at the discretion of APMSIDC.**

However, the final responsibility on safety of structure lies with the consultant. Analysis and design calculation of all elements including hard copy and soft copy of STAAD Pro / other software analysis should be furnished and the signature of the consultant and structural engineer must be present on the fair copies of each and every structural drawing which will be issued for corporation. The Head of the consultant firm shall attest each and every structural drawing duly affixing "GOOD FOR CONSTRUCTION" with the rubber stamp and necessary signature.

- v) The Consultants & structural engineer shall sign all the design documents and detailed drawings and held responsible for any lapses/mistakes in the designs and detailed drawings. Any drawing without design document (report) shall not be accepted.

- vi) The head of the firm shall counter sign all the design documents and detailed drawings duly certifying for GOOD FOR CONSTRUCTION
- vii) The corporation will broadly scrutinize the designs and drawings furnished by the consultants and if any modifications made in the drawings shall be noted by the consultants and after modification or correction the final drawings shall be submitted.
- viii) The approval of the drawings by the organization is purely the Departmental procedure and the Department shall not hold responsible for the lapses/mistakes and the consultants are totally responsible for the same. Hence in case of any urgency the department shall have right to communicate the drawings directly to the execution without scrutiny.
- ix) The consultants are held completely responsible for the drawings issued for construction. Any mistakes noticed during the execution the consultants will be held responsible and for clarifying these mistakes if any site visits are to be made it shall be at their own cost.

The structural engineer shall personally attend all the queries raised by the organization and resubmit the modified designs and drawings.

- x) **Architectural Working drawings:** After obtaining clearance from the APMSIDC 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 work should be taken up.
- xi) **Structural drawings:** - Preparation of all structural drawings includes submission of structural analysis and design using STAAD Pro package or any other software but it should be in consultation with EE Designs. A soft copy and hard copy of the structural analysis and designs should be furnished while submitting the structural designs. Revision of foundation designs if any variation in soil strata is noticed during the excavation.
- xii) **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.

- xiii) **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.
- xiv) **Land use Drawings:** Drawings showing areas to be landscaped, water bodies, buildings etc., shall be indicated.
- xv) 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.
- xvi) **Site inspection:** Consultants shall inspect the works periodically at different stages of constructions and at least once in a month during finishing stages to apprise themselves of proper interpretation of designs, drawings and their implementation. Minimum of **5 site visits**, after commencement of the work, with prior intimation and confirmation from the concerned Engineer in charge should be made. 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 Chief Engineer, APMSIDC and to the concerned Executive Engineer. The consultant shall furnish a site inspection certificate obtained from the Engineer-in-Charge at site, to the Chief Engineer.

**Bid Documents: -**

To prepare bid documents after obtaining standard form of bid documents from the Corporation. One set of bid document comprising of conditions, B.O.Q.s and drawings (PDF format) in one set shall be prepared and supplied as a part of the contract and soft copy of bid document shall be submitted for uploading online on e-procurement platform.

#### **4) SCHEDULE FOR COMPLETION OF TASKS:-**

<b>S. No</b>	<b>Description of Activity</b>	<b>Time Allowed for completion</b>
1.	Submission of Preliminary Plans duly showing the existing facilities and proposed floor wise facilities of proposed Blocks along with SBC report duly taking the opinion of concerned SE/ EE	: 15 days from date of Issue of LOA
2.	Submission of Detailed Designs & Drawings including all services and estimates, BOQ including all services.	: 30 days from date of approval of Layout plan.
3.	Submission of Good for Construction drawings Architectural, Structural and other services.	: 30 days from date of approval of Layout plan
4.	Submission of Fair Copies (10 sets)	: 7 days from date of approval of drawings
5	Submission As built drawings	: 15 days from date of completion of the building

#### **SCOPE OF MILESTONES OF CIVIL WORK FOR WHICH DESIGNS ARE REQUIRED**

- Milestone-I: Upto plinth level including foundations for staircase, ramp, lift well Septic tank/ STP and sump, keeping in view all the services.
- Milestone-II: Beams and slabs of all floors including roofing over OTS, ramp and staircase head rooms, terrace tanks, parking sheds, internal Water supply & sanitary drawings and working drawings.
- Milestone-III: Site development, external water supply and sewerage lines, including approach roads, landscaping, compound walls etc.,

Failure to adhere to the above stipulated period will be treated as fundamental breach of contract and contract will be terminated as per relevant clauses of PS to APSS.

#### **5) DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:**

**The following information and details will be furnished by this Corporation.**

- (i) For providing full information with respect to the requirements of the project.
- (ii) For making available a complete and accurate survey of the Project site, giving the grades and lines of streets, pavements and adjoining properties, the rights, restrictions, easements, boundaries and contours of the Project site and full information as to sewer, water and electrical services.

- (iii) Furnish APSSR, codes of practice and other documents required to be followed.
  - (iv) Pay the fees of the consultants within one month of submission of bills.
- If any additional information is needed, the Consultants shall interact with user department.

**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) 10 copies 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) 10 copies of all approved final working drawings with detailed cross sections and elevations etc. including interiors design and drawings if necessary and site development plans duly signed by the Senior Architect and Counter Signature of the Head of the Consultancy Firm.
- v) Soft copies of all Architectural, structural drawings.
- vi) All original tracings of approved drawings shall be submitted to the Corporation after completion of the project.
- vii) **Municipal Drawings:** The consultant should furnish the drawings for submission to Municipal authorities. 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 color drawings during the foundation stone laying ceremony and inaugurations also shall be furnished.
- viii) **Quality of Drawings:**
  - A) The consultants are expected to submit efficient & economic structural designs in time as per approved Structural Analysis (as per STAAD) and IS CODAL provisions.

B) If it is found that, the consultant has furnished uneconomical and unsafe designs without application of Engineering principles, due to which designs will have to spend enormous time in proof checking, an amount up to Rs.25,000/- for each instance will be imposed as further penalty, subject to the discretion of Employer / Sanctioning Authority.

**7) COMPOSITION OF REVIEW COMMITTEE IF REQUIRED AND REVIEW PROCEDURE TO MONITOR CONSULTANTS WORKS:**

A. The preliminary designs evolved by the Consultants will be reviewed by the following Officers:

- 1) Managing Director, APMSIDC
- 2) Chief Engineer, APMSIDC.

B) The progress of the consultants will be monitored by the review committee of the following officers

- 1) Managing Director, APMSIDC.
- 2) Chief Engineer, APMSIDC.

**8) COMPLETION PERIOD:**

The consultants have 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.

**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 for an amount of 0.5% of contract fees to be paid for the work per week of delay, subject to a minimum of Rs. **5900/- per each day of delay, subject to a maximum of 10%** of contract fees to be 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., and the consultants have to hand over all the soft copies of the drawings to the corporation.

**Further the consultant will be declared by the corporation as “Undependable consultant” if the liquidated damages for delay of drawings reach the maximum amount of Liquidated Damages stated above. Further the name of the above defaulting consultant will be placed in the APMSIDC website and the tenders if any, received in future from the above undependable consultant will be disqualified.**



- 2) The APMSIDC 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 APMSIDC / 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 APMSIDC 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, Labor License, Sales Tax, Income Tax, Mining Laws etc.,
- 2) The Consultant shall indemnify and legally protect APMSIDC 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 have to submit an indemnity letter to this effect.

The APMSIDC 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 consultants and provided the payment for the work done till that stage is made to the consultants, for which no claim would be entertained. For the same APMSIDC will give at least 15 days written notice to the consultants.

## SECTION-III

Annexure - I

### TERMS OF REFERENCE

#### ARCHITECTURAL SERVICES

##### Schematic Design Phase

1. The Consultant shall consult with Committee / APMSIDC to ascertain the requirements of the Project.
2. The Consultant shall in consultation with the other professional consultants prepare schematic design studies of the Project and submit a recommendation for approval by the APMSIDC.
3. The Consultant shall prepare and submit a preliminary cost estimate of the Project to the APMSIDC for approval;
4. The Consultants shall prepare such plans, details specifications and any other matters as required preparing bill of quantities;
5. After having obtained the approval of the APMSIDC for the said schematic design and preliminary cost estimate the consultants shall prepare drawings and documents necessary for applying to and assist in obtaining approval for the Project from the relevant authorities;
6. The Consultant on the basis of the approved schematic design shall prepare 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 serve to illustrate the size and character of the entire Project in its essentials, for approval of the APMSIDC.

##### Tender and Working Drawing Phase

7. Upon receiving the approval of the APMSIDC for the design development documents the consultants shall co-ordinate the work to prepare working drawings and specifications which will set forth, describe and prescribe in detail the works to be performed and enable to prepare the bill of quantities & competitive quotations, for calling tenders.
8. The Consultant shall prepare and submit the APMSIDC pre-tender estimates calculated on the basis of the said working drawings specifications and bills of quantities for approval, prior to tender invitations for the construction of the Project.
9. Consultant shall ensure that all drawings / designs 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 and shall be responsible to ensure the structural stability and efficiency / adequacy of various other services and utilities to be designed by consultant.

**CONSTRUCTION PHASE:**

10. The consultants 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 consultants.
11. The main consultants 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 Consultant shall attend all interim and final inspection of the completed Project by representatives of all relevant authorities.
13. The Consultant 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 (BID)**

- 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 -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 Chief Engineer, APMSIDC indicated in the terms of Reference (TOR).

**B. FINANCIAL PROPOSALS (BID):**

The financial proposals should include the following:

- i) **Schedule of price bid in E-Procurement module in the form of percentage over estimated cost of the work inclusive all taxes imposed time to time by the government but excluding service tax.**

**2. REVIEW OF MAN – MONTHS RATES :**

Chief Engineer, APMSIDC is the custodian of Government funds and is expected to exercise prudence in the expenditure of these funds. Chief Engineer, APMSIDC is, therefore, concerned with the reasonableness of a Firm's financial proposal and, during negotiations, expects 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.

### 3. TERMS OF PAYMENT:

The weight age for deliverables considered for making payment to the consultants shall be as follows:

S. No	Percentage of Payment	Status
i)	20% of total fee	After Approval of Plans, Estimates and BOQs along with tender drawings
ii)	20% of total fee	After Approval of GFC drawings upto Plinth Level.
iii)	20 % of total fee	After Approval of GFC drawings upto Terrace Level along with Electrical, Water Supply, Sanitary and Other Services
iv)	15 % of total fee	On Approval all required drawings.
v)	25 % of total fee	On Approval of As-built drawings and after completion of the project.

#### NOTE:

- 1) All payments shall be made on submission of pre-receipt bills by the consultants in duplicate for respective stages duly certified by the concerned Executive Engineers / Superintending Engineers.
- 2) Final design report shall consist a copy of layout plan reduced to A3 size including site plan and brief write up about the total project including the design parameters of each block.
- 3) **The above fee includes all the costs related to carrying out the services, including overheads and any other taxes imposed on time to time by the government but excluding Service Tax/GST.**
- 4) In case of discrepancy between words and figures, the amount in words hold good.
- 5) The bills preferred by the agency will be scrutinized in the Head office and will be recommended to the concerned Executive Engineer, for arranging payment through the concerned Pay and Accounts Officer in the District

#### **4). REVIEW OF REPORTS**

A review committee consisting of following officers of the APMSIDC 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) MANAGING DIRECTOR, APMSIDC
- 2) CHIEF ENGINEER, APMSIDC

**SECTION –IV**

**BID FORMATS**

**FORM F-1**

From:

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

To:

The Chief Engineer  
APMSIDC  
3 rd Floor, DM&HS Campus  
Sultan Bazar, Koti  
Mangalagiri - 500 195, A.P

Sir,

**Expression of Interest-cum Request for Proposal for Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District .-Reg.**

\*\*\*

**We, \_\_\_\_\_ Constancy firm/organizations here with enclose technical & financial proposal for selection of my/our firm has consultant for Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District.**

Yours faithfully,

Signature

Full Name

Address

(Authorized representative)

**FORM F-2**





**FORM F - 3**

**WORK PLAN TIME SCHEDULE**

A. Field Investigation

Week wise program

Sl.No	Item	1 <sup>st</sup> Week	2 <sup>nd</sup> Week	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup> etc.

B. Compilation and submission of reports

1. Inception Report
2. Interim Status Report
3. Draft final report
4. Final Report

C. Comments or Suggestions on "Terms of Reference ".

**FORM No. F-4**

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

1. Technical/Managerial Staff

<b>Sl.No</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>
1.			
2.			
3.			
4.			
5.			
6.			

I. Supporting Staff

<b>S.No</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>
1.			
2.			

**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**

**SCHEDULE OF PRICEBID**  
**(To be uploaded in the Financial Bid only)**

(Not to be uploaded in Technical Bid)

S. No.	Items	Percentage in Figures	Percentage in Words
1.	Architectural & Engineering Consultancy services for the work of		
2.	<b>Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District</b>	_____ % <b>On Estimated Amount of executed work for which services are rendered, inclusive of all taxes, but excluding Service Tax/GST</b>	

To  
The Tender Inviting Authority

Dear Sir,

We, the undersigned, examined the conditions of contract, specification, special conditions of contract, Basic parameters of the proposed Scheme and subsequent Addendums for the above mentioned works .We have examined understood and checked these documents and have ascertained that there is no ambiguity in the employer's Requirement. we accordingly offer to complete the work in conformity with such documents for the lump sum price as given here under.

We agree to take up the work of as per the Employers requirements at a lump sumFee of .  % (in figures)

↑

↓

←

→

percentage (in words)

If this offer is accepted we will provide the specified performance security, commence the work within 15 days from the date of issue of letter of acceptance and complete the work within accordance with the above named documents within the period stipulated for completion. We guarantee that the works will then confirm with the performance security included in the tender. We understand that you are bound to accept the lowest or any tender you may receive.

Thanking You,  
Yours Sincerely,

**Signature of Consultant**  
(Authorized representative)

**\*NOTE: Bidders are requested to quote their fee in Percentage (Example: 0.00%) only. The bids of those bidders who quote the amount (Example: 156987.00) instead of percentage will be disqualified and it is not possible to refund their EMD, if they quote in amount.**

**Signature of Consultant**

(Authorized representative)

## SECTION-V

Annexure - III

### 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. Chief Engineer's Decisions:**

2.1 Except where otherwise specifically stated, the Chief Engineer will decide the contractual matters between the Department and the Consultant in the role representing the Department.

**3. Delegation:**

3.1 The Chief Engineer 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 Chief Engineer.

**6. Personnel:**

6.1 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 Chief Engineer. The Chief Engineer 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 Program:**

7.1 The total period for completion of the assignment is as per schedule from the date of entering into the agreement.

7.2 Time is essence of the contract and the consultant has to adhere to the program 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 Chief Engineer or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Chief Engineer, are undoubtedly beyond the control of the Consultant. The Chief Engineer shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the Chief Engineer 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 Chief Engineer whose decision will be final and binding. The Consultant shall lodge in writing with the Chief Engineer, 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 Chief Engineer as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Chief Engineer or other competent authority when ordering such alterations or additions.

**9.0 Suspension of works by the Consultant:**

- 9.1 If the Consultant stops work for 14 days and the Stoppage has not been authorized by the Chief Engineer the Contract will be terminated as per the relevant clauses of PS to APSS.
- 9.2 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 Chief Engineer 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 Chief Engineer 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 Chief Engineer:**

- 11.1 The Chief Engineer 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 Chief Engineer 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 Chief Engineer 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 Chief Engineer.

**13.0 Management Meetings:**

13.1 The Chief Engineer may require the Consultant to attend a management meeting. The business of a management meeting shall be to review the program 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 and contract will be awarded to the next lowest with the same scheme to avoid delay and balance payment will be stopped.

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

- a) The Consultant stops work for 7 days and the stoppage has not been authorized by the Chief Engineer.
- b) The Chief Engineer 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 Chief Engineer; and
- c) The Consultant has delayed the completion of works by the number of days for which the maximum amount of liquidated damages shall be levied as defined.
- d) The Consultant does not adhere to the agreed program (Clause 4 of TOR) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 13) for a period of 7 days.
- e) The Consultant fails to carry out the instructions of Chief Engineer within a reasonable time determined by the Chief Engineer.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything 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 Chief Engineer 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 Corporation 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 Chief Engineer, APMSIDC if the Contract is terminated because of Consultant's default.

**17.0 Other Conditions**

- The consultants shall complete all the stages of work and the necessary approval given by the Institute according to the time schedule mutually agreed upon. The works through the stipulated period of contract will be carried out with diligence, time being the essence of the agreement.
- In the event of failure on the part of the consultants to complete the work to give their approval and / or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreement, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days.
- The consultants will advise the APMSIDC on the quality and general progress of the work, as and when required.
- The consultants shall assume full responsibility for the designs and specifications for items described in the scope of work. The APMSIDC will have full access to the details of the calculations and the structural designs for purpose of scrutiny for

satisfying themselves as to their correctness. The structural engineers of the consultants will render all possible help for the above scrutiny.

- Any additional sets required by the APMSIDC shall be paid for on actual cost of reproduction basis.
- On completion of the work, the Consultant will submit 3 Nos A0 size color prints of Layout & 3 No's A3 size 'As built' drawings.
- The consultants shall exercise all reasonable skill, care and diligence in the discharge of their duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that works are being executed in accordance with contract documents and shall endeavor to guard the interest of the APMSIDC against the defects and deficiencies in the work of the contractor. The consultants are hereby deemed and treated to be occupying positions of trust and confidence vis-à-vis all items of works enumerated in these presents.
- The consultants shall make necessary revisions as may be required by the APMSIDC in the drawings and other documents submitted by them at the draft or concept stage. Any subsequent revisions in the drawings and documents once approved required to be made by the APMSIDC shall be compensated as additional services rendered by the consultants.
- The drawings, specifications and documents as instruments of service are the property and copy right of the Architects whether the projects for which they are made are executed or not.
- The APMSIDC shall have the liberty to postpone or not to execute any work and the Architects shall not be entitled to any compensation for non-execution part of the work except the fees which are payable to the Architects upto the stage of services then in progress.
- The APMSIDC and the consultants each binds themselves their partners, successors, executors, administrators and assigns to the other party to this agreement, and to the partners, successors, administrators and assigns of such other party in respect of all covenants shall assign, sublet or transfer their interest in this agreement without the written consent of the other.

## SECTION –VI

Annexure - IV

### CONSULTING SERVICES

**Subject: A.P.M.S.I.D.C - Expression of Interest cum Request for proposal for Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District.**

\*\*\*\*\*

- 1) Set out below are the terms and conditions under which ----- have agreed to carry out for APMSIDC the above mentioned assignment specified in the attached Terms of reference.

**For administrative purposes (The Chief Engineer, APMSIDC) 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 Expression of Interest cum Request for proposal for Architectural and Engineering Consultancy Services for Construction of 50 Bedded Integrated AYUSH Hospital at VIMS in Vishakhapatnam and construction of Naturopathy College in VIMS Premises in Vishakhapatnam District.**

- 2) In case of exigencies, The Chief Engineer, APMSIDC 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 Chief Engineer, APMSIDC with any reports or parts thereof, or any other information and documentation gathered under this agreement prior to the date of termination.
- 3) The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the TOR & Supplementary information for consultants proposals. The Consultants agreed that in the event of abnormal delay in rendering services as per TOR the Chief Engineer, APMSIDC, Mangalagiri 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.

- 4) 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.
- 5) 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 schematic drawings with size of rooms floor wise, present facility, as per clause 2& 3 of ITBC (Section II).

**6) FEES**

As per schedule of price bid(Form 6).

**7) PAYMENT TERMS**

Payment will be made by the **concerned EEs through PAO(CHFMS)** 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.
- iv) The bills preferred by the agency will be scrutinized in the Head office and will be recommended to the concerned Executive Engineer, for arranging payment through the concerned Pay and Accounts Officer in the District

The Chief Engineer, APMSIDC Corporation will pay remuneration of Amount to payable to **Consultants** within 30 days of receipt of invoices as follows:

S. No	Percentage of Payment	Status
i)	20% of total fee	After Approval of Plans, Estimates and BOQs along with tender drawings
ii)	20% of total fee	After Approval of GFC drawings upto Plinth Level.
iii)	20 % of total fee	After Approval of GFC drawings upto Terrace Level along with Electrical, Water Supply, Sanitary and Other Services
iv)	15% of total fee	On Approval all required drawings.
v)	25 % of total fee	On Approval of As-built drawings and after completion of the project.

**Note :**

- 1) All payments shall be made on submission of pre-receipt bills by the consultants in duplicate for respective stages duly certified by the concerned Executive Engineers / Superintending Engineers.
- 2) Final design report shall consist a copy of layout plan reduced to A3 size including site plan and brief write up about the total project including the design parameters of each block.
- 3) The above fee includes all the costs related to carrying out the services, including overheads and any other taxes imposed on time to time by the government excluding Service Tax.
- 4) The bills preferred by the agency will be scrutinized in the Head office and will be recommended to the concerned Executive Engineer, for arranging payment through the concerned Pay and Accounts Officer in the District.
- 5) 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.
- 6) The Consultants indemnify and hold harmless the Chief Engineer, APMSIDC against all claims, demands and / or judgments of any nature brought against the Chief Engineer, APMSIDC arising out of the services by Consultants under this agreement. The obligation under this paragraph shall survive till the termination of this agreement.
- 7) All plans, drawings, original drawings, designs, reports and other documents submitted by the Consultants in performance of the services, shall become and remain the property of the Chief Engineer, APMSIDC. 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 Chief Engineer, APMSIDC (i.e. All original tracing shall be furnished to the corporation after the work is completed).
- 8) 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.
- 9) 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.
- 10) 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 Chief Engineer, APMSIDC.

- 11) 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 Managing Director of the corporation which will be final and binding upon both the parties.
- 12) All disputes that may arise between the parties shall be resolved only by courts situated in **Amaravati** and no other courts shall have jurisdiction to entertain any petition, application or suit to resolve such disputes.
- 13) **ADJUDICATOR:**  
In the event of any dispute it is proposed to appoint adjudicator under the contract at daily fee of Rs.1000/- + Reimbursable expenditure on mutual consent basis. 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)**

**CHECK LIST OF DOCUMENTS TO BE UPLOADED AS PART OF THE BID AND NOTES TO BIDDERS**

<b>S. No.</b>	<b>Documents Description</b>	<b>Check (Yes or No)</b>
1	Non – refundable Process Fee of Rs. 5,900/-	
2	Firm registration Certificate	
3	Articles of association & Partnership deed	
4	Valid Service tax registration	
5	Council of Architects registration	
6	PAN card with latest IT returns submitted and proof of receipt.	
7	EMD for Rs 50,000/- through online/Challan generation only.	
8	Annual turnover for <b>Rs.1.00 Crore</b> (Certificates issued by Chartered account) in providing consultancy services in any one year during the last 5years.	
9	Experience certificates in performing similar kind of work in the last five years.	
10	List of Architects and Engineers having more than 5 years' experience.	
11	Bid formats F-1 to F-5 for Technical Bid	