



Andhra Pradesh

Industrial Infrastructure Corporation Limited

(A Govt. of Andhra Pradesh Undertaking)

Tender Notice No.01/ENC/QC/APIIC/2021-22 Dt:01.06.2021.

Request for Proposal for Selection of Consultant

for

“Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited”.

June 2021

Andhra Pradesh Industrial Infrastructure Corporation Ltd

Corporate Office: 9th-11th Floors, APIIC Towers, Plot No.1, IT Park, Mangalagiri, Guntur District.
Andhra Pradesh. Pin – 522503.

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APIIC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

APIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

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

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

Andhra Pradesh Industrial Infrastructure Corporation Ltd

AUTO NAGAR MANGALAGIRI, ANDHRA PRADESH

Request for Proposal (RFP)

Data Sheet

Tender Notice No.01/ENC/QC/APIIC/2021-22

Dt: .05.2021.

Tender for the below mentioned work is invited from reputed **Consulting firms/ agencies** having experience in similar works.

1	Name of the work	Appointment of “ Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited ”.
2	Period of work	24 Months
3	Form of consultancy	Percentage (%) basis on the value of the work executed and limits indicated as per Agreement conditions Clause No.6.3.
4	Bid Validity	90 days
5	Bid Processing Fee (Non-Refundable)	Rs23,600/- paid through online in APIIC Account Name : ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED Account No: 013411100003855 Bank Name : UNION BANK OF INDIA Branch Name: MANGALAGIRI IFSC CODE: UBIN0803669
6	Security Deposit /EMD (Refundable)	Rs.5,00,000/- to be paid through online www.apecurement.gov.in website.
7	Bid Document downloading starting from	09.06.2021 from 5.00 PM
8	Receipts of Bids up to	01.07.2021 up to 3.00 PM
9	Place of Bid Opening	Engineer -IN-Chief, 9th Floor, APIIC Ltd, H.O, IT Park Mangalagiri, Guntur District. AP - 522503.
10	Date and Time of opening of Technical Bid	01.07.2021 @ 3.30 PM
11	Date and Time of opening of Price Bid	14.07.2021 @ 11.00 AM
12	Contact details	Smt. K.Vijayakumari, General Manager (QC), APIIC Ltd., H.O, Mangalagiri. email: k.vijayakumari@gov.in Off:0863-2381873.

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REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Background

1.1.1 Andhra Pradesh is one of the most progressive forward-looking and advanced states in the country when it comes to infrastructure development and employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the “APIIC”), an undertaking of the Government of Andhra Pradesh is the premier Organization in the state of Andhra Pradesh, vested with the **objective of providing industrial infrastructure** through the **development of industrial areas**. APIIC has so far developed more than **300 Industrial Parks/ estates, 21 Auto Nagars** and executing **deposit works** for other Government Departments.

1.1.2 APIIC contemplate to engage reputed Consultants in “**Third Party Quality Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**”.

1.2 Requests for Proposal

1.2.1 APIIC invites proposals through **eprocurement platform** from the **eligible bidders** i.e **Registered Private Firms/ Institutions, Government Firms, Non-Governmental Organizations** (hereinafter called “**Consultant**”) who will be responsible for providing the **Third Party Quality Assurance Services for APIIC Projects all over the state** herein after called **QA Services**.

1.2.2 APIIC intends to select the Consultant through an open Competitive bidding in accordance with the procedure set out herein, through e-procurement platform. The interested bidders who are having past experience in these **Quality Assurance services of similar nature and financial capability** to undertake the job, can download the open bid **tender schedule documents** from the through e-procurement platform.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to APIIC and the Project site, sending written queries to APIIC by the date and time specified in **Clause 1.11.9**.

1.4 RFP Document, Processing Fee and Proposal Security

The **Engineer-IN-Chief**, APIIC Ltd., Mangalagiri invites tenders for the above work vide **Tender Notice No.01/ENC/QC/APIIC/2021-22 Dated: 01.06.2021**. RFP document can be downloaded from the website www.apecurement.gov.in from **09.06.2021 from 5.00 PM** onwards.

1.4.1 Processing Fee:

Processing fee (Non Refundable) of **Rs.23,600/-** (Twenty three Thousand six Hundred Rupees only) including GST(20,000 + GST @ 18%) to be paid in APIIC Account

Name :**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**
Account No:**013411100003855**
Bank Name : **UNION BANK OF INDIA**
Branch Name: **MANGALAGIRI**
IFSC CODE: **UBIN0803669**

Copies of Scanned Online Payment Paid **towards Bid Processing fee** to be uploaded in the **Technical Proposals**.

Failure to furnish the proof of payment towards **Processing fee** / submission of original after opening the **Technical proposal** will entail **rejection** of the bid in e-Procurement.

1.4.2 Security Deposit/ EMD of Rs.5,00,000/- (Rupees Five Lakhs Only) to be paid online through www.apecurement.gov.in website. The **Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs Only)** will be refunded to other bidders except **successful / H1 bidder**, after concluding agreement with **successful / H1 bidder (Highest score)**.

1.4.3 Payment of Transaction Fee:

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable **Transaction fee to M/s. APTS, Vijayawada** the service provider through "**Payment Gateway Service on E-Procurement platform**" for total amount of Rs.29,500 (Rupees Twenty Nine Thousand and Five Hundred only) (Rs.25,000/- (Transaction fee) and **GST @ 18.00% (Rs.4,500/-)** The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, Axis Bank to facilitate the transaction. This is in compliance as per **G.O.Ms. 13 dated 07.05.2006**. A + Bank charges on the transaction amount payable to APTS shall be applicable.

1.4.4 Corpus Fund:

Successful bidder has to pay corpus fund at the time of agreement As per GO MS No.4 User departments shall collect **0.04%** of **value of works executed per annum** or with a cap of **Rs.25,000/- (Rupees twenty-five thousand only)** towards **eprocurement fund** in favor of **Managing Director, APTS, Vijayawada**.

1.4.5 Documents comprising of the Tender.

The bidders who are desirous of participating in e-procurement shall submit their **technical Proposals**, price bids etc., through online in the standard prescribed in the RFP documents, displayed at e market place. The Applicant should upload the scanned copies of all the relevant certificates, documents etc., in the e market place in support of their **technical Proposals**. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

The **Successful Bidder** shall furnish the **original hard copies** of all the documents / certificates / statements uploaded by him before **concluding agreement**.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of **not less than 90 (ninety) days** from the **Proposal Due Date** (the "PDD").

1.6 Brief description of Selection Process

1.6.1 APIIC has adopted a **two stage selection process** (collectively the "**Selection Process**") in evaluating the Proposals comprising **Technical and**

Financial proposals to be submitted through **eprocurement platform**. In the **first stage**, a **Technical Proposal will be evaluated** on the basis of **Applicant's experience** as specified in Clause 3.1., its understanding of **Scope of Work and Project, proposed methodology and Work Plan, and the experience of Key Personnel**. Based on this **Technical evaluation**, only those Applicants who's **Technical Proposals Score 60 points or more out of 100** shall be shortlisted for further evaluation as specified in Clause 3.2. Based on this **Technical Evaluation**, a list of short-listed applicants shall be prepared.

1.6.2 In case poor competition, cut of marks will be reduced suitably as per discretion of the APIIC Ltd.

1.6.3 In the **Second stage, Financial Proposals of technically qualified proposals**, will only be opened for consideration under **Quality and Cost Based System (QCBS)** evaluation and will be carried out as specified in **Clause 3.3**. Proposals will finally be ranked according to their **combined technical and financial scores** as specified in **Clause 3.4**. The first ranked Applicant (the "**Selected Applicant**") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of **Technical Evaluation** of Applicants, **Rs.65 per US\$** shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All **payments** to the Consultant shall be made in **INR** in accordance with the provisions of this **RFP**. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of selection process

APIIC would endeavor to adhere to the following schedule.

Event Description	Date
Bid Download start date	09.06.2021 from 5.00 PM
Proposal Due Date or PDD/ Bid Download end Date	01.07.2021 up to 3.00 PM
Opening of Technical Proposals	01.07.2021 at 3.30 PM
Opening of Financial Proposals	14.07.2021 at 11.00 AM
Signing of Agreement	Within 15 days of letter of award.

1.9 If the office happens to be closed on the date of **receipt of the bids** as specified, the bids will be received and opened on the **next working day** at the same time and same venue.

1.10 The **selected bidder** is expected to commence the assignment on the date and at the location specified in the work order.

1.11 Information to Applicants

Offers are invited from **Consultants** for rendering **Third Party Quality Control Assurance for engineering works in APIIC**.

1.11.1 The **bid** shall be submitted through online in **two stages** Viz. 1st stage – **Technical Proposal** and 2nd Stage – **Financial Proposal**.

1.11.2 **Technical bid in 1st stage** shall comprise of **technical evaluation** information and **lab equipment** details

1.11.3 The following **Technical Evaluation** information shall be furnished in 1st stage.

- a. **Company overview** – A brief corporate profile is to be presented along with details of similar work experience with his clients, lists of similar projects completed and in progress and work experience.
- b. Audited **Financial Statements** for last 5 years with PAN, GST & PF Numbers.
- c. **Approach and methodology**, detailed description of each service/ work being offered by the consultant as part of their scope.
- d. Photographs of similar work handled by agency.
- e. **Project teams staffing** – Indicate the resources that are planned for this project and a scheme for project resourcing, Identification of the key project participants.
- f. **QMS & Softwares** – The consultant should present their quality management system and access to new technologies that would bring about value addition to this project in the disciplines of **Quality Control Assurance**.
- g. **Processing fee, Security Deposit, Transaction fee & Corpus fund** to be paid for the processing of the RFP, as per Clause 1.4.
- h. List of equipment/ Machinery.
- i. **Experience certificates for the last 5 years** in similar nature of **Quality Assurance** issued by the Government or Semi-Government/ Corporations/ Municipalities and Municipal corporations and Urban Development Authorities (UDA) shall only be considered. The **Experience Certificate** shall be certified by the Engineer of the concerned Department not below the rank of **Executive Engineer** and counter signed by the **next higher Authority**.

Attach certificates issued by the **Executive Engineer** concerned and counter signed by the next higher authority duly showing in a **statement work wise, year wise, Nature and value of the services provided by the bidder during the last five years**.

j. **Tenders from Joint Ventures are not acceptable**.

1.11.4 The **RFP** shall be submitted within the stipulated date. No extension of submission date will be considered.

1.11.5 The **technical** information furnished in **Stage-1** shall be evaluated and proposals in **Stage-2** for all **qualified and eligible tenders** will be **opened**.

1.11.6 If it is found at any stage, that the bidder has furnished false information, then the bid is liable for rejection.

1.11.7 The bidder shall bear all the costs associated with the preparation of the bid.

1.11.8 The **bids** submitted shall be **valid for a period of Three months**. Non-adherence to this requirement will be a ground for determining the bid to be non responsive.

- 1.11.9 Bidders may obtain clarifications from the authority at the following address any time prior to PDD. For this purpose, they will provide at least **two days** notice to the nodal officer specified below:

Smt.K.Vijayakumari,
General Manager (QC),
9th Floor, APIIC Tower, IT park,
Mangalagiri, Guntur District.
Cell:9948398953. Ph:0863-2381873.
email:k.vijayakumari@gov.in.

- 1.12 Not with standing anything stated elsewhere in these documents, **Authority reserves the right to seek updated information from the bidders to ensure their continued eligibility**. A bidder have been on notice that they may be **disqualified** if it is determined by the Authority, at any stage of the process that the bidder will be unable to fulfill the requirements of the **3rd party Quality Control services or fails to continue to satisfy the eligibility criteria**.
- 1.13 The decision of the Authority regarding any **bidder's eligibility** or otherwise shall be final and binding and Authority would be under no obligation to inform any bidder of the grounds of such decision.
- 1.14 The **Security Deposit/ EMD of unselected bidders** will be returned upon **selection of the successful bidder**. The **Security Deposit/ EMD shall be forfeited if the selected bidder fails to sign the Agreement within 15 days of intimation of selection or withdraws from the selection process during the Bid Validity period and the Bidder can be disqualified from the selection Process**. The Authority then reserves the right to **select another Bidder**.
- 1.15 **Signing of Bids**

The **Bid** shall be signed by a duly **authorized officer** who shall produce satisfactory evidence of his **authorization**. The **bidder** shall sign on all the **statements, documents, certificates owning responsibility for their correctness/ authenticity**.

The **Bidder** shall contain **no alterations or additions**, except those to comply with instructions issued by the **Tender Inviting Officer**, or as necessary to correct errors made by the **Tenderer**, in which case all such corrections shall be initialled by the **person signing the Tender**.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by APIIC through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that APIIC's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The **Technical Proposal** shall be submitted in the forms at Clause No.2.9.1(III)**Appendices**–Appendix-I and the **Financial Proposal** shall be submitted in the form at Clause No.2.9.1(III)**Appendices**–Appendix-III. Upon selection, the Applicant shall be required to enter into an agreement with APIIC in the form specified at **Schedule-2**.

2.1.4 Key Personnel

The Consultant's team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities to accomplish the tasks mentioned in the TOR:

- i) Project Manager/Quality Assurance Engineer cum Team Leader (the "**Team Leader**")
- ii) Structural Engineer
- iii) Electrical Engineer
- iv) Quality Engineer.
- v) Support Engineer

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the **Conditions of Eligibility**) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- (A) **Technical Capacity:** The Applicant should be a professional firm having a **minimum of 10 (ten) years** of continuous existence as a legal entity as on **30th April 2021**. (Copy Of Registration certificate should be enclosed). It is required that the applicant must be a ISO certified. The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken at least 1 (one) Eligible Assignment and at least 1 (one) Other Assignment as specified in Clause 2.2.3.
- (B) **Financial Capacity:** The Applicant shall have received a **minimum of Rs.1.00 Crore (Rs. One Crore Only)** per annum as **professional fees** during each of the **5 (Five) financial years preceding the PDD**. For the avoidance of doubt, professional fees here under refer to fees received by the Applicant for providing advisory or consultancy services to its clients.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility as specified below.

Sl. No	Position	Educational Qualifications	Length of Professional Experience
1	Project Manager (the “ Team Leader ”)	Post Graduate in Structural Engineering / Public Health / Geo technical/ Transportation	More than 15-20 Years. (Min 5-8 Years in Quality Assurance).
2	Structural Engineer	Post Graduate in Structural Engineering	More than 8-10 Years (Min 3-5 Years in Quality Assurance).
3	Electrical Engineer	Graduate in Electrical Engineering	More than 8-10 Years (Min 3-5 Years in Quality Assurance).
4	Quality Engineer	Graduate in Civil Engineering	More than 8-10 Years (Min 3-5 Years in Quality Assurance).
5	Support Engineers (2 Nos.)	Graduate in Civil Engineering	More than 2-3 Years (Min 2 Years in Quality Assurance).

2.2.3 Eligible Assignments and Other Assignment

- a) For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, Eligible assignment is an assignment comprising of advisory/ consultancy assignments in respect of **Quality Control Assurance for engineering works** of cost of each project shall be **more than 1.00 Crore in the last 5 years**. Shall be deemed as eligible assignment (the “**Eligible Assignments**”).
- b) For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, Other assignment is an assignment comprising of advisory/ consultancy assignments in respect of **Quality Control Assurance for engineering works** of cost of each project shall be **more than 1 Crore in the last 5 years**, shall be deemed as other assignment (the “**Other Assignments**”).

2.2.4 The Applicant shall enclose with its **Proposal**, certificate(s) from its **Chartered Accountant / Statutory Auditors** stating its total revenues from **professional fees** during each of the **past 5 (Five) financial years (as per the format at Form-4 of Appendix-I)** and the fee received in respect of each of the **Eligible Assignments specified in the Proposal** (as per the format at **Form-11 of Appendix-I**). In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of **Chartered Accountants** that ordinarily audits the annual accounts of the Applicant. The applicant encloses all the copies scanned and upload.

- 2.2.5 The Applicant should submit a scanned copy of **Power of Attorney** as per the format at **Form-15 of Appendix-I**; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 An Applicant or its Associate should have, during the last **3 (three) years**, neither failed to perform on any agreement, as evidenced by **imposition of a penalty** by an arbitral or judicial authority or a judicial pronouncement or **arbitration award** against the Applicant or its Associate, nor been expelled from any **project or agreement** nor have had any **agreement terminated** for breach by such Applicant or its Associate.
- 2.2.8 While submitting a Proposal, the Applicant should **scan** and attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the **Appendices** is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APIIC shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APIIC for, *inter alia*, the time, cost and effort of APIIC including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to APIIC here under or otherwise.
- 2.3.2 APIIC requires that the Consultant provides **professional, objective, and impartial advice** and at all times hold APIIC's interests paramount, avoid **conflicts** with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of APIIC.
- 2.3.3 Some guiding principles for identifying and addressing **Conflicts of Interest** have been illustrated in the **Guidance Note at Schedule-3**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this **Clause 2.3.3(a)**, indirect shareholding held

through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than **26% (twenty six per cent)** of the subscribed and paid up equity shareholding of such intermediary; or

- b) A constituent of such Applicant is also a constituent of another Applicant; or
- c) Such Applicant or its Associate receives or has received any **direct or indirect subsidy or grant** from any other Applicant or its Associate; or
- d) Such Applicant has the same **legal representative** for purposes of this Application as any other Applicant; or
- e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to **influence the Application** of either or each of the other Applicant; or
- f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties Of the Consultant will depend on the circumstances of each case. While providing consultancy services to APIIC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by APIIC to **provide goods or works or services for a project, and its Associates**, will be **disqualified from providing consulting services for the same project** save and except as provided in **Clause 2.3.4**; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its **Member or Associate** (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this **disqualification** shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate(or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than **5% (five percent)** of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in **Section 4A of the Companies Act 1956**. For the purposes of this

Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this **RFP**, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an “**Associate Office**”; or has a formal arrangement such as tie up for client referral or technology sharing, **joint venture** with the Applicant (the “**Associate**”); provided, however, that if the Applicant has any formal arrangement such as **consortium membership** in a consortium of advisers/consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such **consortium**. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than **50% (fifty per cent)** of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the **Team Leader**, shall be disqualified from subsequently **providing goods or works or services** related to the **Quality Control Assurance Services for Engineering works and any breach** of this obligation shall be construed as **Conflict of Interest**; provided that the restriction herein shall not apply after a **period of 3 (three) years from the completion of this assignment** or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to **consultancy/ advisory services** performed for APIIC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for APIIC in accordance with the rules of APIIC. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than **5% (five per cent)** of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the **Team Leader** of an **Applicant/ Consultant** was a partner or an employee of another firm, which attracts the provisions relating to **Conflict of Interest** hereunder; and (b) was directly or indirectly associated with any assignment that causes a **Conflict of Interest** hereunder, then such **Team Leader** shall be deemed to suffer from **Conflict of Interest** for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are **auditors or financial advisers** to any of the bidders for the Project, they shall make a disclosure to APIIC as soon as any **potential conflict** comes to their notice but in no case later than **7 (seven) days** from the opening of the **RFQ (Request for Qualification)** applications for the Project and any breach of this obligation of disclosure shall be construed as **Conflict of Interest**. APIIC shall, upon being notified by the Consultant under this **Clause 2.3.5**, decide whether it wishes to **terminate** this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding **15 (fifteen) days**.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than **one Application** for the Consultancy. An Applicant applying individually or **as an Associate** shall not be entitled to submit **another application** either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to APIIC, Project site, etc. APIIC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to APIIC and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the **site/ office of APIIC** and ascertaining for themselves the availability of documents and other data with APIIC, **Applicable Laws and regulations** or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the **Applicant** has:

- (a) made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from APIIC;
- (c) accepted the **risk of inadequacy**, error or mistake in the information provided in the RFP or furnished by or on behalf of APIIC or relating to any of the matters referred to in **Clause 2.6** above;
- (d) satisfied itself about all matters, things and information, including matters referred to in **Clause 2.6** herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a **Conflict of Interest**; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 **APIIC shall not be liable for any omission, mistake or error** in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the **Selection Process**, including any error or mistake therein or in any information or data given by APIIC.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, **APIIC reserves the right to accept or reject any Proposal** and to **annul the Selection Process and reject all Proposals**, at any time without any **liability or any obligation for such acceptance, rejection or annulment**, and without assigning any reasons therefore.

2.8.2 Without prejudice to the generality of **Clause 2.8.1**, APIIC reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by APIIC, the **supplemental information** sought by APIIC for **evaluation of the Proposal**.

Misrepresentation/ improper response by the Applicant may lead to the **disqualification** of the Applicant. If the Applicant is the **Lead Member** of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then APIIC reserves the right to consider the **next best Applicant**, or take any other measure as may be deemed fit in the sole discretion of APIIC, including annulment of the **Selection Process**.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with **Clause 2.11**:

I. Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Miscellaneous

II. Schedules

- 1 Terms of Reference
- 2 Form of Agreement
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Approved Sub-consultant(s)**
 - Annex-4: Payment Schedule
- 3 Guidance Note on Conflict of Interest

III. Appendices

1) Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Proposed Methodology and Work Plan
- Form 3: List of Similar works- Quality Assurance Services
- Form 4: Financial Capacity of the Applicant
- Form 5: Lab Facilities
- Form 6: Particulars of Key Personnel
- Form 7: Litigation History
- Form 8: CVs of Professional Personnel
- Form 9: Abstract of Eligible Assignments and Other Assignments of the Applicant
- Form 10: Abstract of Eligible Assignments of Key Personnel
- Form 11: Eligible Assignments and Other Assignments of Applicant
- Form 12: Eligible Assignments of Key Personnel
- Form 13: Particulars of the Applicant
- Form 14: Statement of Legal Capacity
- Form 15: Power of Attorney
- Form 16: Proposal for Sub-consultant(s)

2) Appendix-II : Relevant Codes

3) Appendix-III: Financial Proposal

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the **RFP** may send their queries to the APIIC in writing before the date mentioned in the Schedule of Selection Process at **Clause 1.11.9**. The envelopes shall clearly bear the following identification:
- 2.10.2 **"Queries/ Request for Additional Information concerning RFP for Appointment of "Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited"**.
- 2.10.3 APIIC shall **Endeavour** to respond to the queries within the period specified therein but **not later than 7 (seven) days prior to the PDD**. APIIC will post the reply to all such queries on the **Official Website without reference to the source of queries**.
- 2.10.4 APIIC reserves the right **not to respond** to any queries or provide any clarifications, in its sole discretion, and nothing in this **Clause 2.10** shall be construed as obliging APIIC to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, APIIC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, **modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website**.
- 2.11.2 All such amendments will be posted on the website www.apecurement.gov.in Along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, APIIC may, in its sole discretion, **extend the PDD**.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the **"Documents"**) and all communications in relation to or concerning the **Selection Process** shall be in English language and strictly on the forms provided in this RFP on **e-procurement plat form**. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. APIIC would evaluate only those Proposals that are uploaded in the **specified forms** and complete in all respects.

2.13.2 Applicants should note the **PDD**, as specified in **Clause 1.8**, for submission of Proposals. Except as specifically provided in this RFP, **no supplementary material** will be entertained by APIIC, and that evaluation will be carried out only on the basis of Documents received by the **closing time of PDD** as specified in **Clause 2.17.1**. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the **technical proposal** in the formats at **Appendix-I** (the **“Technical Proposal”**) to be scanned and upload in the www.apecurement.gov.in website.

2.14.2 While submitting the **Technical Proposal**, the Applicant shall, in particular, ensure that the following documents to be scanned and uploaded:

- a) **Processing Fee and Proposal Security** is provided;
- b) all forms are submitted in **the prescribed formats** and signed by the **prescribed signatories**;
- c) **Power of attorney**, if applicable, is executed as per Applicable Laws;
- d) **CVs of all Key Personnel** have been included;
- e) **Key Personnel** have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 2.2.2 (D) of the RFP**;
- f) no alternative proposal for any **Key Personnel** is being made and only **one CV** for each position has been furnished;
- g) the **CVs have been recently signed and dated, by the respective Personnel and countersigned by the Applicant**;
- h) the **CVs** shall contain an **undertaking** from the respective **Key Personnel** about his/her availability for the duration specified in the RFP;
- i) **Key Personnel** proposed have good working knowledge of English language;
- j) **Key Personnel** would be available for the period indicated in the **TOR**;
- k) no **Key Personnel** should have attained the age of **75 years** at the time of submitting the proposal; and
- l) the proposal is responsive in terms of **Clause 2.21.3**.

2.14.3 Failure to comply with the requirements spelt out in this **Clause 2.14** shall make the Proposal liable to be rejected.

2.14.4 If an individual **Key Personnel** makes a **false** averment regarding his **qualification**, experience or other particulars, he shall be liable to be **debarred** for any future assignment of APIIC for a period of **3 (three) years**. The award of this Consultancy to the Applicant may also be liable to **cancellation** in such an event.

2.14.5 The **Technical Proposal** shall not include any **financial information** relating to the Financial Proposal.

2.14.6 The proposed team shall include experts and specialists (the **“Professional Personnel”**) in their respective areas of expertise and managerial/support staff (the **“Support Personnel”**) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The **Key Personnel** specified in

Clause 2.1.4 shall be on the roles of the firm for a minimum period of **1 (one) year**. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for Successful completion of this Consultancy. The **CV of each such professional personnel** should be submitted in the format at **Form-8 of Appendix-I**.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. **Credentials of such sub-consultants** should be submitted in **Form-13 of Appendix- I**. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 APIIC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by APIIC to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of APIIC there under.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the **eligibility conditions have not been met by the Applicant** or the Applicant has made material misrepresentation or has given any materially **incorrect or false information**, the Applicant shall be **disqualified forthwith** if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be **terminated**, by a communication in writing by APIIC without APIIC being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case maybe.

In such an event, APIIC shall **forfeit and appropriate the Performance Security**, if available, as mutually agreed pre-estimated compensation and damages payable to APIIC for, *inter alia*, time, cost and effort of APIIC, without prejudice to any other right or remedy that may be available to APIIC.

2.15 Financial Proposal

2.15.1 Applicants shall submit the **financial proposal in the format at Appendix-III (the "Financial Proposal")** clearly indicating the _____% of total value of **works executed by the Consultancy in both figures and words, in Indian Rupees**, and signed by the Applicant's Authorized Representative. In the event of any difference between **figures and words**, the **lower of the two shall only be considered**.

2.15.2 While submitting the **Financial Proposal**, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the **Financial Proposal**. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, lab equipment & Testing equipment, printing of documents/reports, etc. The total amount indicated in the **Financial Proposal** shall be without any condition attached or subject to any assumption, and shall be final and

binding. In case any assumption or condition is indicated in the **Financial Proposal**, it shall be considered non-responsive and liable to be rejected.

- (ii) The **Financial Proposal** shall take into account all expenses and tax liabilities. **For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the costs shown under different items of the Financial Proposal.** Further, all payments shall be subject to **deduction of taxes** at source as per **Applicable Laws**.

2.16 Submission of Proposal

2.16.1 The bidders need to contact the **General Manager (QC)**, APIIC Ltd., Mangalagiri for any information on **'e'-procurement**.

- a) The bidders need to register on the electronic procurement market place of Government of Andhra Pradesh that is www.apecurement.gov.in. On registration in the eprocurement market place they will be provided with a user ID and password by the system using which they can submit their proposals on line.
- b) While registering on the e-procurement market place, bidders need to scan and upload the required documents as per the RFP requirements on to their profile such uploaded documents need to be attached to the RFP while submitting the Proposals.
- c) The e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating departments for supply of specified goods and services

2.16.2 The **transaction fee** shall be paid through **electronic gateway of ICICI / HDFC** with e-procurement platform as per GO MS Nos:13 dt:05/02/2006. The APIIC will not take any responsibility for any delay and non receipt.

2.16.3 If the **lowest bidder/Successful bidder** backs out at the time of agreement, penalty of **forfeiture of EMD** will be imposed and business of the agency will be **suspended for THREE years** with all the Departments in A.P. in respect of conventional tenders also vide G.O Ms No:259 of T&B (R.V) dept dt:06.09.2008.

2.16.4 The applicant shall furnish a **declaration** in online stating that the **soft copies uploaded by them are genuine**. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly **forfeiting the Security Deposit, criminal action** will be initiated including suspension of business.

2.16.5 Language of the Tender

All documents relating to the RFP shall be in the English language only.

2.16.6 Documents comprising of the Tender.

The bidders who are desirous of participating in e-procurement shall submit their **technical Proposals, price bids etc., through online in the standard prescribed in the RFP documents, displayed at e market place**. The Applicant should upload the scanned copies of all the relevant certificates, documents etc., in the **e market place** in support of their **technical Proposals**. The bidders shall **sign** on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/

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

- i) **Check list** to accompany the tender.
- ii) **Technical Proposal including the following.**
 - a) **Security Deposit/ EMD** in shape of **Online Payment**.
 - b) **Bid Processing Fee** payment in shape of **Online Payment**.
 - c) **Attested** copies of documents relating to the **Registration of the firm**,
 - d) A copy of **GST Registration Certificate**
 - e) A copy of **PF registration**
 - f) A copy of **PAN CARD Number**.
 - g) Write up on **Firms** understanding of the **project requirements** and **Proposed Methodology and Work Plan** in the **Forms 2 of Appendix-I**.
 - h) Documentary evidence for providing **Quality assurance services** for the similar works executed in the **last five financial years (i.e. from 2016-17 to 2020-21) in Form 3 of Appendix-I**.
 - i) **Annual Turnover Details** in the **last five financial years** (i.e. from 2016-17 to 2020-21). Certified by **Chartered Accountant in Form 4 of Appendix-I**.
 - j) **Lab Facilities in Form 5 of Appendix-I**.
 - k) Details of **key personal** employed as per the statement in **Form 6 of Appendix-I**.
 - l) Information regarding any **litigation**, with Government during the **last five years**, in which the Bidder is involved in **Form 7 of Appendix-I**
 - m) Information regarding CVs of Professional Personnel, Abstract of Eligible Assignments and Other Assignments, Eligible Assignments and Other Assignments, Particulars of the Applicant, Statement of Legal Capacity, Power of Attorney & Proposal for Sub-consultant(s) as per the statement in **Forms of Appendix-I**.
- iii) **Schedules including the following**
 - a) *Annex -1: Terms of Reference*
 - b) *Annex-2: Deployment of Key Personnel*
 - c) *Annex-3: Approved Sub-Consultant(s)*
 - d) *Annex-4: Payment Schedule.*
- iv) **Appendix-III: Financial Proposal**

2.16.7 As per GO MS. No.174, I&CAD, Dept. Dt:01/09/2008.

- i) Submission of **original Hard Copies** of the uploaded RFP documents and **online payment of Security Deposit** by participating bidders to the tender inviting authority before opening of the **price bid** is dispensed with **Proof of online payment of Security Deposit** to be scanned and uploaded
- ii) All the bidders shall invariably upload the **self-signed copies of RFP documents** and scanned copies of proof of online payment of **Security Deposit** and proof of online payment towards **processing fee** in eprocurement system and this will be the primary requirement to consider the Proposal as responsive. The bidder must **sign underneath/ bottom of certificates/ documents before up-loading** duly accepting to take responsibility for the authenticity and correctness of the certificates/ documents uploaded.
- iii) The APIIC Ltd shall carry out the **technical bid evaluation** solely based on the uploaded certificates/documents, Scanned copy of online payment of **Security Deposit** and Scanned copy of online payment receipt towards **processing fee** in the e- procurement system and open the price bids of the responsive bidders.

- iv) The APIIC Ltd will notify the **successful bidder** for submission of **original hard copies** of all uploaded documents and copy of payment of **Security Deposit online prior to entering into agreement**.
- v) The **successful bidder** shall invariably furnish the certificates/documents of the uploaded scanned copies to the Tender inviting Authority before entering into **agreement** either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. On receipt of certificates/ documents, APIIC Ltd., shall ensure the **genuinity** of the online payment of **Security Deposit** and all other certificates / documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.
- vi) If any successful bidder fails to submit the original Hard Copies of uploaded certificates/Documents, which were uploaded within the stipulated time or if any **variation** is noticed between the uploaded documents and the hard copies submitted by the bidder, the **successful bidder will be suspended** from participating in the tenders on eProcurement platform for a period of **3 years**. The eProcurement system would deactivate the user ID of such defaulting successful bidder based on the recommendation of the Tender Inviting Authority in the system. Besides this, the Department shall **invoke all processes** of law including **criminal prosecution** of such defaulting bidder as an act of **extreme deterrence** to avoid delays in the tender process for execution of the development schemes taken up by APIIC Ltd., / Government. Other conditions as per tender document are applicable
- vii) The bidder shall mandatorily pay the **transaction fee to APTS** through electronic payment gateway.
- viii) The Applicant shall furnish a **declaration** in online stating that the soft copies uploaded by them are **genuine**. Any **incorrectness/ deviation** noticed will be viewed seriously and apart from **cancelling the work duly forfeiting the Security Deposit, criminal action** will be initiated including **suspension of business** in addition suspension from participating in the tenders on **eProcurement platform** for a period of **3 years**.
- ix) The bidder shall authenticate the bid with his **digital certificate** for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-procurement platform.
- x) The **technical bids** will be opened online by the **Engineer-IN- Chief** at the time and date as specified in the tender documents. All the statements, documents, certificates, online payment receipt etc., uploaded by the applicants will be downloaded for **technical evaluation**. The clarifications, particulars if any required from the bidders, will be obtained or will be downloaded from concerned **official website** by addressing the bidders. The **technical bids** will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of **technical bid evaluation** will be displayed on the **e market place**, which can be seen by all the bidders who participated in the tenders.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted online on www.apecurement.gov.in in the manner and form as detailed in this RFP.

2.17.2 APIIC may, in its sole discretion, **extend the PDD** by issuing an **Addendum** in accordance with **Clause 2.11** uniformly for all Applicants.

2.18 Last date / time for submission of the tenders.

2.18.1 Tenders must be submitted **online** not later than the date and time specified in NIT.

2.18.2 The **Engineer-IN-Chief** may **extend** the dates for issue and receipt of Tenders by issuing an **amendment** in which case all rights and obligations of the **Engineer-IN-Chief**, and the applicants will remain same as previously.

2.18.3 Late tenders: Tenders will **not be received** after the last date / time prescribed in NIT.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by APIIC prior to PDD. **No Proposal** shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **Clause 2.16**, with the envelopes being additionally marked **“MODIFICATION”**, **“SUBSTITUTION”** or **“WITHDRAWAL”**, as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by APIIC, shall be **disregarded**.

2.20 Performance Security

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to APIIC's any other right or remedy here under or in law or otherwise, the **Performance Security**, if available, shall be **forfeited** and appropriated by APIIC as the mutually agreed pre-estimated compensation and damage payable to APIIC for, *inter alia*, the time, cost and effort of APIIC in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) if an Applicant engages in any of the **Prohibited Practices** specified in **Clause 4.1** of this RFP;
- b) if the Applicant is found to have a **Conflict of Interest** as specified in **Clause 2.3**; and
- c) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 APIIC shall open the Proposals on **01.07.2021** at **3:30 PM on the PDD**, online by the **Engineer-IN-Chief** at the **time and date as specified in the tender documents**. All the Statements, documents, certificates, online payment receipts, etc., uploaded by the Applicant will be verified and downloaded, for **technical evaluation**. The clarifications, particulars, if any, required from the bidders, will be **obtained** either **online or in the conventional** method by addressing the Applicants.

2.21.2 Proposals for which a notice of **withdrawal** has been submitted in accordance with **Clause 2.19** shall not be opened.

- 2.21.3 Prior to evaluation of Proposals, APIIC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received online as in the forms specified at **Appendix-I**;
 - b) the Technical proposal to be submitted online as defined in **Clause 2.16.1**;
 - c) it is received by the **PDD** including any extension thereof pursuant to **Clause 2.17**;
 - d) scanned copies of the documents which are signed by the bidder, to be uploaded by the bidder as stipulated in Clauses **2.13 and 2.16**;
 - e) it is accompanied by the **Power of Attorney** as specified in **Clause 2.2.5**;
 - f) it is accompanied by scanned copies of **Processing Fee and Proposal Security**;
 - g) it contains all the information (complete in all respects) as requested in the RFP;
 - h) it does not contain any **condition or qualification**; and
 - i) it is not non-responsive in terms hereof.
- 2.21.4 APIIC reserves the **right to reject** any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by APIIC in respect of such Proposals.
- 2.21.5 APIIC shall subsequently **examine and evaluate Proposals** in accordance with the **Selection Process** specified at **Clause 1.6** and the criteria set out in **Section-3** of this RFP.
- 2.21.6 After the **technical evaluation**, the **price bids** of the technically qualified bidders will only be opened **online** by the **Engineer-IN-Chief** and the result will be displayed on the **'e'market place** which can be seen by all the bidders who participated in the tenders and Agreement will be concluded by Engineer-IN-Chief.
- 2.21.7 The **Price Bid** of the **unqualified tenders** will **not be opened**.
- 2.21.8 Tenders shall be **scrutinized** in accordance with the conditions stipulated in the tender document. In case of any **discrepancy** and non-adherence of conditions of tender document by the tenderer, the decision taken by the Tender Accepting Authority on tenders shall be final and binding on the tenderer. APIIC will not entertain any query or clarification from Applicants who **fail to qualify** at any stage of the **Selection Process**. The financial evaluation and final ranking of the Proposals shall be carried out in terms of **Clauses 3.3 and 3.4**.
- 2.21.9 Applicants are advised that Selection shall be entirely at the discretion of APIIC. Applicants shall be deemed to have understood and agreed that APIIC shall not be required to provide any **explanation or justification** in respect of any aspect of the **Selection Process** or Selection.
- 2.21.10 Any information contained in the Proposal shall not in any way be construed as binding on APIIC, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the **examination, clarification, evaluation, and recommendation** for the selection of Applicants shall not be **disclosed** to any person who is not officially concerned with the process or is not a retained professional adviser advising APIIC in relation to matters arising out of, or concerning the **Selection Process**. APIIC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. APIIC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its

disclosure or to enforce or assert any right or privilege of the statutory entity and/or APIIC or as may be required by law or in connection with any **legal process**.

2.23 Clarifications

2.23.1 To facilitate **evaluation of Proposals**, APIIC may, at its sole discretion, seek **clarifications from any Applicant** regarding its Proposal. Such clarification(s) shall be provided within the time specified by APIIC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under **Clause 2.23.1** above within the specified time, its Proposal shall be liable to be **rejected**. In case the Proposal is not rejected, APIIC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of APIIC.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for **negotiations**. The negotiations shall generally not be for **reducing the price of the Proposal**, but will be for reconfirming the **obligations** of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. Those Key Personnel who did not **score 60% (sixty per cent)** marks as required under **Clause 3.1.2** shall be replaced by the Applicant with a better candidate to the satisfaction of APIIC. In case the Selected Applicant fails to reconfirm its commitment, APIIC reserves the right to **designate the next ranked Applicant** as the Selected Applicant and invite it for **negotiations**.

2.24.2 APIIC will examine the **CVs of all other Professional Personnel** and those not found suitable shall be replaced by the Applicant to the satisfaction of APIIC.

2.24.3 APIIC will examine the **credentials** of all **Sub-Consultants / Consortium Members** proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of APIIC.

2.25 Substitution of Key Personnel during implementation of the Agreement

APIIC expects the Key Personnel to be available during implementation of the Agreement. Post signing of the Agreement, APIIC will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of APIIC. Without **prejudice** to the foregoing, **substitution of the Key Personnel** shall only be permitted subject to **reduction of payment equal to 10% (ten per cent) of the fee quoted by the Selected Applicant for delivering the consulting services**.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, **indemnify** APIIC, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by APIIC to the **Selected Applicant** and the Selected Applicant shall, **within 7 (seven) days of the receipt of the LOA**, sign and return the **duplicate copy of the LOA** in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, APIIC may, unless it consents to extension of time for submission thereof, **cancel the LOA** and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in **Clause 1.8**. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Consultant shall **commence** the Consultancy within **seven days of the date of the Work order**, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in **Clause 2.28** or commence the assignment as specified herein, APIIC may invite the **second ranked Applicant for negotiations**. In such an event, the LOA or the Agreement, as the case may be **cancelled / terminated**.

2.30 Proprietary data

Subject to the provisions of **Clause 2.22**, all documents and other information provided by APIIC or submitted by an Applicant to APIIC shall remain or become the property of APIIC. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. APIIC will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to APIIC in relation to the Consultancy shall be the property of APIIC.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the **first stage**, the **Technical Proposal** will be evaluated on the basis of Applicant’s experience, its understanding of **Scope of Work and Project (TOR)**, **proposed methodology and work plan**, and the **experience of Key Personnel**. Only those Applicants who’s **Technical Proposals score 60 points or more out of 100 shall be ranked** as per score achieved by them, from **highest to the lowest technical score (ST)**.

3.1.2 Each **Key Personnel** must score a minimum of **60% (sixty per cent) marks** except as provided herein. A Proposal shall be rejected if **3 (three) or more Key Personnel score less than 60%** (sixty per cent) marks. In case the Selected Applicant has upto 3(three) Key Personnel, who scored less than **60% (sixty per cent) marks**, they would have to be **replaced during negotiations**, with a better candidate who, in the opinion of APIIC, would **score 60% (sixty per cent) marks or above**.

3.1.3 The scoring criteria to be used for **Technical Evaluation** shall be as follows.

S. No.	Particulars	Marks	Criteria	Scoring Criteria
I	Experience of the Applicant			
1	Relevant Experience of Applicant and lab equipment availability		Marks will be awarded based on the overall capability of the firm, and lab equipment availability and experience of similar assignments etc. and its credentials.	
1.a	Assignments on providing Quality Assurance services and should have successfully completed such similar assignments in last 5 years preceeding the RFP/PDD (as defined in Clause 2.2.3).	15	Each completed eligible assignment shall carry 5 (Five) marks.	<input type="checkbox"/> 1 (one) Eligible Assignments = 5 (Five) marks. <input type="checkbox"/> 2 (two) Eligible Assignments = 10 (Ten) marks <input type="checkbox"/> 3 (three) or more Eligible Assignments = 15 (Fifteen) marks
1.b	Lab Equipment Facilities	18	Having own laboratories with NABL accreditation or Tie up with Accredited lab duly furnishing supporting documents with required equipments, machinery & Lab facilities for Each location i.e. at 1)Vijayawada/Guntur, 2)Tirupati/Anantapur, 3)Visakhapatnam, 4)Hyderabad, 5)Bangalore 6)Chennai Three (03) marks for each location.	<input type="checkbox"/> 1 (one) Location = 3 (Three) marks. <input type="checkbox"/> 2 (two) Locations = 6 (Six) marks. <input type="checkbox"/> 3 (three) Locations = 9 (Nine) marks. <input type="checkbox"/> 4 (Four) Locations = 12 (Twelve) marks. <input type="checkbox"/> 5 (Five) Locations = 15 (Fifteen) marks. <input type="checkbox"/> 6 (Six) Locations = 18 (Eighteen) marks.
1.c	Overall turnover of the firm from Quality Assurance Business in any one year in last five (05) years	12	Marks will be awarded based on the overall capability of the firm	i) Equal to Rs.1 Crore = 2 (Two) marks ii) Rs.1 to 2 Crores = 3 (Three) Marks iii) Rs.2 to 4 Crores = 5 (Five) Marks iv) Rs.4 to 6 Crores = 9 (Nine) marks v) Rs.6 Crores and above= 12 (Twelve) marks

2	Relevant Experience of the Key Personnel		Marks shall be awarded based on the Key Personnel having desired Educational qualification and No. of years experience shall be considered. The CVs of the Staff Members qualifying minimum criteria shall only be evaluated as per following weightage.	Each Key Personnel will be eligible for marking (as below) only if each of them is existing employee of the Applicant firm (Permanent employee/ Contract Employee) and meets the Minimum Specific Experience for Eligibility.
2.a	Team Leader/ Project Manager (He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Team Leader / Project Director / Project Manager)	20	Post Graduate in Structural Engineer / Public Health / Geotechnical/ transportation with Professional Experience of 15-20 years and relevant Quality Assurance of 5-8 years with project cost min 1.00 Crore and above	<input type="checkbox"/> 2 (two) marks for each Eligible Assignment, up to a maximum of 20 (Twenty) marks.
2.b	Structural Engineer (He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Civil Engineer for providing services on QCA Services).	05	Post Graduate in Structural Engineer with Professional Experience of 8-10 years and relevant Quality Assurance of 3-5 years.	<input type="checkbox"/> 2 (two) marks for each Eligible Assignment, up to a maximum of 5 (Five) marks.
2.c	Electrical Engineer (He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Electrical Engineer for providing services on QCA Services).	05	Graduate Electrical Engineer with Professional Experience of 8-10 years and relevant Quality Assurance of 3-5 years.	<input type="checkbox"/> 2 (two) marks for each Eligible Assignment, up to a maximum of 5 (Five) marks.
2.d	Quality Engineer (He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Civil Engineer for providing services on QCA Services).	05	Graduate Civil Engineer with Professional Experience of 8-10 years and relevant Quality Assurance of 3-5 years.	<input type="checkbox"/> 2 (two) marks for each Eligible Assignment, up to a maximum of 5 (Five) marks.

2.e	Support Engineers (2 Nos.) [He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3]	05	Graduate in Civil Engineering More than 2-3 Years (Min 2 Years in Quality Assurance)	<input type="checkbox"/> 2 (two) marks for each Eligible Assignment, up to a maximum of 5 (Five) marks.
	Sub Total	85		
II	Write-up on Firm's understanding of the project requirements and Approach & Work Plan and Methodology	15	Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their understanding of the project requirements and its credentials.	
	Grand Total	100		

3.2 Short-listing of Applicants

The Applicants ranked as aforesaid, shall be prequalified and **short-listed for financial evaluation in the second stage**. However, if the number of such pre-qualified Applicants is **less than 2 (two)**, APIIC may, in its sole discretion, pre-qualify the Applicant(s) whose **Technical Score** is less than the score specified in **Clauses 3.1.1 and 3.1.2**; provided that in such an event, the total number of **pre-qualified and shortlisted Applicants shall not exceed 2 (two)**.

3.3 Evaluation of Financial Proposal

3.3.1 In the **second stage**, the **financial evaluation** will be carried out as per this **Clause 3.3**. Each **Financial Proposal** will be assigned a **financial score (SF)** as specified in **Clause 3.3.3**.

3.3.2 For **financial evaluation**, the _____% **total value of works executed** indicated in the **Financial Proposal as per Appendix-II** (excluding GST) will be considered.

3.3.3 APIIC will determine whether the **Financial Proposals** are complete, unqualified and unconditional. The cost indicated in the **Financial Proposal** shall be deemed as **final and reflecting the total cost of services (excluding GST)**. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the **TOR** within the **total quoted _____% of total value of works executed** by the Consultant. The **lowest Financial Proposal (FM)** will be given a **financial score (SF) of 100 points**. The financial scores of **other proposals** will be computed as follows:

$$\text{SF} = 100 \times \text{FM}/\text{F}, (\text{F} = \text{Percentage (\%)} \text{ of Financial Proposal}).$$

3.4 Combined and Final Evaluation - Quality and Cost Based System (QCBS)

3.4.1 **Financial Proposals of technically qualified proposals**, will only be opened for consideration under Quality and Cost Based System (QCBS) evaluation. Proposals will **finally be ranked** according to their **Combined Technical (ST) and Financial (SF) Scores** as follows:

$$S = ST \times TW + SF \times FW$$

Where, **TW and FW are weightages assigned for Technical & Financial proposals** will be in the ratio of **70:30 (70% Technical and 30% Financial)** respectively.

3.4.2 The first ranked Applicant (the “**Selected Applicant**”) having the **highest combined score** shall be selected for negotiation, if necessary, while the **second highest Applicant** shall be kept in **reserve** and may be invited in its discretion for **negotiations** in case the first-ranked Applicant **withdraws**, or fails to comply with the requirements specified in **Clauses 2.24, 2.28 and 2.29**, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, APIIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the **Selection Process**. In such an event, APIIC shall, without **prejudice** to its any other rights or remedies, **forfeit** and appropriate the **Performance Security**, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APIIC for, *inter alia*, time, cost and effort of APIIC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

4.2 Without prejudice to the rights of APIIC under **Clause 4.1** hereinabove and the rights and remedies which APIIC may have under the **LOA or the Agreement**, if an Applicant or Consultant, as the case may be, is found by APIIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the **Selection Process**, or after the issue of the **LOA or the execution of the Agreement**, such Applicant or **Consultant shall not be eligible** to participate in any tender or RFP issued by APIIC during a period of **3 (three) years** from the date such Applicant or Consultant, as the case may be, is found by APIIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to **influence the action** of any person connected with the **Selection Process** (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APIIC who is or has been associated in any manner, directly or indirectly with the **Selection Process or the LOA** or has dealt with matters concerning the Agreement or arising there from, before or after the **execution thereof**, at any time prior to the **expiry of 1 (one) year from the date** such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter **relating to the Project or the LOA or the Agreement**, who at any time has been or is a **legal, financial or technical consultant/ adviser** of APIIC in relation to any matter concerning the Project;
 - (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“Coercive practice”** means **impairing or harming or threatening to impair or harm**, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by APIIC with the objective of **canvassing, lobbying** or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or **manipulating** a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the **laws of India and the Courts at Vijayawada** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 APIIC, in its sole discretion and without incurring any **obligation or liability**, reserves the right, at any time, to:
- a) **Suspend and/or cancel the Selection Process** and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating there to;
 - b) Consult with any Applicant in order to receive clarification or further information
 - c) Retain any information and /or evidence submitted to APIIC by on behalf of and /or in relation to any Applicant ;and /or

- d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases APIIC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by APIIC or submitted by an Applicant shall remain or become, as the case may be, the property of APIIC. APIIC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 APIIC reserves the right to make **inquiries with any of the clients** listed by the Applicants in their **previous experience record**.

5.6 ELIGIBILITY CONDITIONS

- 5.6.1 The selection of the bidder will be based on previous experience and necessary equipments (as per Clause 2.4) with lab facilities and experience of technical persons and offered rate.
- 5.6.2 Bidder should have **minimum annual turnover of Rs.1.00 Crore or above** for any one year in the **last five financial years from the Quality Assurance business in India** immediately preceding the date of publishing of this **RFP** as per audited **Balance sheets**. The copies of Audited Annual Accounts/ Profit & Loss Accounts for **last Five (05) years** shall be attached along with the bid.
- 5.6.3 The Firm shall meet the relevant ISO standards including **ISO/IEC 17025:2005** and **ISO 9001:2015** and certified for the same. Certificates to be attached for reference
- 5.6.4 Any **accreditation/awards** by any **National /International Organization** for the works done by the Consultant shall be given **weightage** keeping all criteria at par. The Weightage will be decided by Engineer-IN-Chief.
- 5.6.5 The bidder shall submit **list of lab equipments** having and also shall have **own laboratory with NABL accreditation or Tie up with NABL accredited Lab** duly furnish supporting documents. Further the bidders shall have lab facilities own or Tie up with at 1)Vijayawada / Guntur, 2)Tirupati/Anantapur, 3)Visakhapatnam, 4)Hyderabad, 5)Bangalore and 6)Chennai. The APIIC will not provide the inputs such as Labour, Machinery, Chemicals and Power etc, specified in the scope of work
- 5.6.6 The bidder shall submit list of **technical personnel** proposed to be employed on the work with their **qualifications and experience**.
- 5.6.7 The bidder firms for **Quality Assurance** should have **3 years** previous experience in similar assignment. The experience certificate issued by the competent authority either

from Government or Semi-Government/ Corporations/ Municipalities and Municipal corporations and Urban Development Authorities (UDA) shall only be considered. The Experience Certificate shall be certified by the Engineer of the concerned Department not below the rank of **Executive Engineer** and **Counter signed** by the **next higher Authority** should be produced along with bid for verification.

5.6.8 The tender must produce **PAN, GST Registration Certificate & PF Account Num**

SCHEDULES

SCHEDULE-1: Terms of Reference (TOR)

(See Clause 1.1.2 of RFP)

Part I

Objectives and Scope of Work

1.0 Introduction

1.1 This task involves assisting the client in ensuring **good quality of construction for the works** being allotted by the APIIC

1.2 The APIIC is executing works in the entire state of ANDHRA PRADESH and **Infrastructure being created in Industrial Parks, IDA's IEs and any other works** executed by the APIIC in all respects. The works includes the following.

- a. Formation & Metalling and providing BT/CC to the roads.
- b. Improvement of roads.
- c. Improvements to parks and landscaping.
- d. Traffic divides, Foot paths, Traffic Islands.
- e. Construction of Shopping Complexes/ Corporate Buildings/ Factory Sheds/ any other buildings.
- f. Water Supply
- g. Storm Water Drains/ Sewerage/ Effluent treatment schemes & disposals.
- h. Providing Power Supply internal & external including street lights.
- i. Any Other works entrusted by APIIC.

1.3 For ensuring **good quality of construction and improving efficiency**, it is proposed to provide **third party quality assurance** through an **independent agency**.

2.0 Broad Scope of Services:

2.1 The **scope** shall broadly cover the following **aspects / tasks of consultants** are;

- a. Carryout required **pre construction Quality Assurance checks**.
- b. Consultants shall carryout required **Quality Assurance checks during construction**.
- c. To ensure that all the materials, equipments and work shall conform to the Agreement.
- d. To ensure that makes of all the material and equipments etc. shall be strictly as per agreement and shall be duly checked by the Consultant.
- e. To ensure that the materials used and work carried out shall be checked for their conformity to the agreement.
- f. Consultant shall provide a **Testing and Inspection Plan** and arrange testing of materials used in construction work for ascertaining their quality through their laboratories or, if need be, through reputed laboratories/ institutions preferably Government Labs/ Government Autonomous bodies or as approved by competent authority. All **standard tests** shall be arranged. Consultant shall **report the results of testing to APIIC** and the Contractor with their suggestions and remedial measures. Consultant shall be responsible for all the inputs such as Labour, Machinery, Chemicals and Power etc, specified in the scope of work.
- g. Senior representatives of Consultant will **visit the site** regularly at **each stage of work** and as per contractual requirement and as and when directed by **Engineer-IN-Chief/ General Manager (QC)/ ZM**.

- h. For the tests to be conducted at **manufacture's works**, the tests shall be conducted in the presence of **General Manager (QC)/ ZM or APIIC representative** as per standard schedule. The **dispatch note** shall be issued only after satisfactory completion of the test.
 - i. The **delivery challans** of the materials may be **checked** for ascertaining the genuineness of the material.
 - j. Consultant shall do their job by field visits, arranging the necessary **quality assurance tests** for materials and the construction works, **analyzing the test results and furnishing the comments/ observations thereon and providing general observations** on construction materials and work. The Consultant agency shall submit their **report to APIIC at various stages/** as and when needed other than every month but **not later than 7th of every month**.
 - k. The **Consultant shall be responsible** for bringing-out in writing, to the notice of APIIC any instances of **deviations from accepted quality and durability of construction materials, procedure for completion, workmanship and general quality of works** at appropriate stages of construction.
 - l. Consultant shall inspect the construction site during the works under progress frequently, to achieve the stipulated **standards of quality** in the project. If there is any **discrepancy/ error/omission**, the team shall point out the same with **suggestions and remedial measures with codal provisions**.
 - m. Consultant shall, highlight the **problem area** if any, and also suggest **steps/ solutions to rectify the same** so as to achieve the overall target of **quality assurance**.
 - n. Carryout required **Quality Assurance checks post construction** and submit report.
- 2.2 The role of **Quality Assurance consultant** shall include conducting **checks of activities** of construction from the **starting stage to the finishing stage**. The consultant would be reporting to the concerned level of officers through **fortnightly report** and suggesting, interaction with various authorities as and when required. All the **tested and quality assurance inspections** would be conducted at required stages and as per the laid down specifications.
- a. Establishment of **Consultant's Office** for all kind of communications for **fortnightly/ stage wise** reporting to **Engineer-IN-Chief/ General Manager (QC)/ concerned Zonal Managers**.
 - b. Regional reporting stations with **laboratory facilities** with adequate **technical staff** where ever felt necessary. Field staff with **mobile testing equipment** on site inspections including required checks of the works.
- 2.3 The **Consultant** can also submit **recommendations** for **betterment of the work** regarding **quality, quantity, economy and progress of work** in general to the **Zonal Manager** concerned with copy to **Engineer-IN-Chief and General Manager (QC)**. The Consultant has to thoroughly **check the quality and quantity in terms of prevailing**

IS codes and procedures and to **satisfy** the **Technical Sanction** accorded for the subject work and has to feel **responsibility** for the work with respect to **quality and quantity** as referred in **Technical Sanction and deviations** there upon approved by the **Technical Sanction authority**.

2.4 The following **tests** to be conducted by the Consultant:

2.4.1 General Tests on Materials

1. Test on Cement

- a. Standard consistency
 - b. Fineness
 - c. Initial and Final setting times
 - d. Soundness
 - e. Compressive strength
 - f. Specific gravity
2. Tests on fine aggregate
 3. Tests on coarse aggregate
 4. **Compressive strength of Concrete (Cubes)**
 5. Tension and elongation tests on steel rods
 6. Tests on bricks
 7. Concrete Mix Design
 8. B.T. Mix Design
 9. Sieve Analysis of fine and coarse aggregates
 10. Tests on Soils.
 11. Tests on Water.
 12. Any additional Tests propose by APIIC

2.4.2 .Tests on Roads

1. Test on Bitumen

- a. Penetration
- b. Softening point
- c. Flash & Fire Point
- d. Ductility Test
- e. Solubility Test
- f. Loss on Heating
- g. Specific gravity
- h. Bitumen extraction test

2.4.3 Tests on Coarse Aggregates

- a. Impact value
- b. Crushing value
- c. Loss Angles abrasion
- d. Flakiness/Elongation Index
- e. Water absorption
- f. Specific gravity
- g. Stripping value

2.4.4 Test on Fine Aggregates

- a. Specific gravity
- b. Bulking
- c. Density
- d. Soundness tests 5 cycles.

2.4.5 Mix Design

- a. **Job mix formulae** for anyone of **BM, DBM, BC Mix seal** etc.
- b. Pavement Quality Concrete (PQC), RCC, PCC.
- c. Marshal Stability testing on **bituminous**.
- d. Mixes or hardness test for **mastic asphalt** on prepared sample

2.4.6 Field test

- a. **Pavement design** of sub grade by **CBR method, GSB tests and WMM** tests.
- b. Laying jointing and pipe line test
- c. Other tests like **electrical works** as per IS specifications for cables and materials etc, as per agreement specifications.

2.4.6.1 The above is an indicative list only, and the Consultant shall be conducting all **reasonable test** as per best industry practice and **professional techniques and technology** to provide the **quality** as envisaged in the **terms of Contract**.

2.4.6.2 In addition, the consultant need to **check the manufactures test certificates** for the materials like **pipes & fittings, electrical items Steel, Cement, Bitumen (Grade)** etc. The contractor will have to provide these certificates, to the consultants at the time of inspection.

2.4.6.3 The consultant shall faithfully **conduct tests/checks** and sampling required to be executed as per **Andhra Pradesh State Standard Specifications (APSS)/IS Codes/IRC/MORD/MORT&H Specifications / 1st PH & MED Specifications** by the contractors.

2.4.6.4 The consultant will be fully responsible for the **authenticity of the test results** and submit **test results in original to the Zonal Managers concern and General Manager (QC)** without **hindrance of work**.

2.4.6.5 Assessment about the process involved in the construction, like **curing, Compaction** etc.

2.5 Indicative List of Equipments

1. **Survey instruments** including Leveling instrument, Total Station/ DGPS.
2. Equipment for conducting survey on road and bridges
3. Sieves of all sizes i/c sieve shaker and balances of required capacity
4. Cube strength testing machine
5. **Core cutting machine**
6. Equipment for cement testing
7. **USPV** (Ultra Sonic Pulse Velocity) Meter
8. Moisture meter
9. Hammer of all sizes requires to be used in building work
10. Rebound hammer
11. Leak Detection Equipments
12. Other miscellaneous equipment such as Screw Driver, Plumb Bob, Ovens, Slump Cone, graduated Measuring Cylinders of required capacity, Gauge Tape, Vernier Calipers, Magnifying Glass, Sprit Level, Vibration Table, Dial Gauge, etc.
13. Project specific instrument, if any, required.

3.0 Procedure of Inspection

- 3.1 The field **Quality Assurance staff** at the site, which will be headed by one **Senior Manager/ Engineer**, would inspect the construction and other activities. Field Quality Assurance team would consist of a number of **Manager/ Engineers** from the **discipline of civil engineering** and from the discipline of **electrical engineering** and others if need be. The consultant would be provided schedule of works likely to be executed in the next week by concerned Zonal Manager so that consultant may plan **weekly program in advance** besides this, there would be **Junior Engineers/ Supervisors** having similar specialization as mentioned above, **Lab Technicians and Field Assistant**. However, the exact composition will depend upon the **scope of work** and the work load based on number of contracts executed by APIIC of respective zones. **Works program for inspection and testing** shall be co-ordinated by the **Consultant along with APIIC site in-charge**.
- 3.2 After obtaining the **Construction Programme** and the **Work Schedule** from **CE/ ZM** a joint visit of APIIC to the sites for inspections and overall appraisal shall be undertaken.
- 3.3 All **test, checks** are to be **carried out** as per relevant **IS Codes, IRC/ MORD/ MORT&H Specifications, APSS** and as per rules, **Agreements and Drawings for qualitative and quantitative analysis**.
- 3.4 The consultants shall make its **own arrangements** for **transport** including local travel and his office accommodations.
- 3.5 The consultant shall be supplied with all the latest construction drawings and contractors agreement along with **technical specifications** and interact directly with ZM concerned.

4.0 Schedule of Inspection

The following **inspection schedule** shall be adhered by the Consultant's **field Quality Assurance team, surprise checks** everyday or alternative day or depending upon the job requirements. The **Manager/ Engineer** will identify the items and the location on site, which will be inspected upon by the **Assistant Managers/ Site Engineers** for the next working day. The **concerned Engineer of APIIC** would be **responsible for regular supervision of contraction work & workmanship of all the construction works**. The **contractor** would be advised **not to carry-out important activity of construction** without prior information to **General Manager (QC)/ concerned Zonal Managers** as well as third party assurance consultants.

5.0 Reporting System

Documentation of the **reports** duly **signed & authenticated** on each work taken up in the APIIC with **work wise photographs (photographs should have date and time on it)** before **commencing, during and after execution** with **final sets of report** would be submitted to the **General Manager (QC)** with a copy to concerned Zonal **Manager** concerned, further consultant has to submit **summary of the report** to **Engineer-IN-Chief / General Manager (QC)** on **fortnightly basis** and **Final Compliance Report** will be issued to the work by **Quality Control Wing** based on the report.

SCHEDULE-2: Agreement for Providing Consultancy Services
(See Clause 2.1.3 of RFP)

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AGREEMENT

Name of work: Consultancy Services for Providing “Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited”.

AGREEMENT No:

This **AGREEMENT** (hereinafter called the “Agreement”) is made on the _____ day of the month of _____ 2021, between, on the one hand, the **Andhra Pradesh Industrial Infrastructure Corporation Limited**, APIIC Tower, Mangalagiri, Guntur District, Pin code - 522503. (Here in after called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- i) The Authority vide its **Request for Proposal** for **appointment of Consultant** who will be responsible for providing the required consulting services (hereinafter called the “**Consultancy**”) which will broadly include providing **QCA Services** of “**Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**” (thereinafter called the “**QCA Services /Project**”); and
- ii) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the **quality assurance** Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- iii) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the “**LOA**”); and
- iv) the consultant has vast experience in the field of **quality assurance** and adequate number of labs and trained staff; and
- v) the client is interested to have **quality assurance** of the **infrastructure work** undertaken by it at various **Industrial Parks** etc; and
- vi) And whereas the consultant has offered to inspect units & **control the quality of the work** and to the same and submitted a tender; and
- vii) being on the assurance given by the consultant and since it is the **successful bidder** decided to entrust the works of **quality assurance** to the consultant of the **terms & conditions** mentioned below and the agreement is under.
- viii) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Agreement”** means this Agreement, together with all the **Annexes**;
- b) **“Payment to the Consultant”** shall have the meaning set forth in **Clause 6.1**;
- c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) **“Contract”** means the contract signed by the parties, to which these **General Conditions of Contract (GC)** are attached together with all the related documents of such signed contract.
- e) **“Local Currency”** means **Indian Rupees**;
- f) **“Confidential Information”** shall have the meaning set forth in **Clause 3.3**;
- g) **“Conflict of Interest”** shall have the meaning set forth in **Clause 3.2** read with the provisions of RFP;
- h) **“Dispute”** shall have the meaning set forth in **Clause 9.2.1**;
- i) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to **Clause 2.1**;
- j) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- k) **“Government”** means the **Government of India or Government of Andhra Pradesh State** as appropriate to the context;
- l) **“INR, Re. or Rs.”** means **Indian Rupees**;
- m) **“Member”**, in case the Consultant consists of a **consortium** of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- n) **“Party”** means the **Authority/ Client/ APIIC** or the Consultant, as the case may be, and **Parties** means both of them;
- o) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- p) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- q) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- r) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the **Terms of Reference** hereto;
- s) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of **Clause 4.6**; and
- t) **“Third Party”** means any person or entity other than the Government, the **Authority/ the Consultant**.
- u) **“Employer”** means **-“APIIC”**; represented by the **Engineer-IN-Chief**.
- v) **“Technical Proposal”** means the technical proposal submitted by the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all **addenda** issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the **Authority and the Consultant** shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make **payments to the Consultant** in accordance with the **provisions of the Agreement**.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the applicable laws of India, and the **courts at Vijayawada** shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) In the case of the Consultant, be given by **facsimile or e-mail** and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative as per **Clause 1.10** .
- (b) in the case of the Authority, be given by **facsimile or e-mail** and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative as per **Clause 1.10** .
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of **facsimile or email**, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The **Services** shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such **locations** as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the **Authority/ Engineer-IN-Chief of APIIC** or **authorized representatives of Consultant**, as the case may be, may be taken or executed by the officials specified in this **Clause 1.10**.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be: **Engineer-IN-Chief**,
Andhra Pradesh Industrial Infrastructure Corporation Limited,
APIIC Tower, Mangalagiri, Guntur District, Pincode - 522503.
Email: chiefengineer-ap@apiic.in

1.10.3 The Consultant may designate one of its employees as Consultant's Representative.

Unless Otherwise notified, the Consultant's Representative shall be:

Name : -----
Designation : -----
Address : -----
Tel : -----
Mobile : -----
Fax : -----
E-mail : -----

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the **Applicable Laws** and the **Authority** shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.12 All documents related to **Quality Control and registers of quality control test** shall be **maintained** and updated from time to time.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of **work order/ this Agreement** (the "**Effective Date**").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of **7 (seven) days** from the Effective Date, unless otherwise this contract shall come into force and effect immediately from the **date of execution of this contract**.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in **Clause 2.2 above**, the Authority may, by not less than **1 (one) weeks'** notice to the **Consultant**, declare this **Agreement to be null and void**, and in the event of such a declaration, this Agreement shall stand **terminated** and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless **terminated** earlier pursuant to **Clauses 2.3 or 2.9** hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the **expiry of a period of 60 (sixty) days** after the delivery of the final Deliverable to the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn;
- 2.5.2 Provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.3 Without prejudice to the generality of the provisions of **Clause 2.5.1**, on matters not covered by this Agreement, the provisions of RFP shall apply.
- 2.5.4 This contract contains all covenants, stipulations, provisions and related Contracts agreed by the parties. **No agent or representative** of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications

Modifications of the **terms and conditions** of this Agreement / contract, including any modification of the **scope of the services or of the contract price**, may only be made by written agreement between the **Authority/Client and Consultant**.

2.7 Force Majeure Events

2.7.1 Definition

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence and results in Material Adverse Effect on the Project shall constitute **Force Majeure Event**:

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so **impractical** as reasonably to be considered **impossible** in the circumstances, and includes, but is not limited to, **war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent)**, confiscation or any other action by government agencies.
- b) **act of God** which includes **epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, chemical or radioactive contamination or ionising radiation, fire or explosion** (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site);

- c) **any judgement or order of any court** of competent jurisdiction or statutory authority made against the **Consultant/Project** in any proceedings for reasons other than (i) failure of the Consultant to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Contract, or iv) exercise of any of its rights under this Contract by the Authority.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- e) **Force Majeure** shall not include **insufficiency of funds or failure to make any payment** required hereunder.

2.7.2 **No breach of Agreement**

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

2.7.3 **Measures to be taken**

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

2.7.3.2 **Notice of Force Majeure Event**

- i) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii) The Affected Party shall not be entitled to any relief for or in respect of a **Force Majeure Event** unless it shall have notified the other Party of the occurrence of the **Force Majeure Event** as soon as practicable and in any event no later than within **14 (Fourteen) days** of the date of occurrence of a **Force Majeure Event** or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
 - a) the nature and extent of the Force Majeure Event with evidence in support thereof;
 - b) the estimated Force Majeure Period;
 - c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - d) the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - e) assess the impact of the underlying Force Majeure Event,
 - f) to determine the likely duration of Force Majeure Period and

- g) to formulate **damage mitigation measures and steps** to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- h) any other information relevant to the Affected Party's claim or the Authority may seek for

For so long as the Affected Party continues to claim to be materially affected by such **Force Majeure Event**, it shall provide the other Party with regular (and not **less than weekly**) reports containing information as required and such other information as the other Party may reasonably request the Affected Party to provide.

2.7.4 Extension of Time

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

2.7.5 Payments

During the period of its **inability to perform the Services** as a result of an event of **Force Majeure**, the Consultant shall be entitled to be **reimbursed for additional costs** reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

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

2.7.6.2 Should the Party be prevented from fulfilling its contractual obligations by a state of Force Majeure **lasting** continuously for a period of **one month**, the parties' shall consult with each other regarding future **implication** of this Contract.

2.7.6.3 In the event of Force Majeure both parties shall put in their best efforts towards **resumption of the work** at the earliest and shall put in their best efforts towards **mitigating the costs** incurred by the other works.

2.8 Suspension of Agreement

The **Authority/ Engineer-IN-Chief** may, by **written notice of suspension to the Consultant, suspend all payments to the consultant** hereunder if the **Consultant** shall be in breach of this Agreement or shall **fail to perform any of their obligations** under this **Agreement**, including the carrying out of the **services** provided that such notice of suspension (i) shall specify the nature of the breach or failure and (ii) request the Consultant to remedy such **breach or failure** within a period **not exceeding Fifteen (15) days** after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may **terminate** this contract, by **not less than Fifteen (15) days written notice of termination to the consultants**, such notice to be given after occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. If the consultant do not remedy a failure in the performance of their obligations under the contract hereunder, as specified in a notice of suspension pursuant to **Clause 2.8** hereinabove, **within Fifteen (15) days of receipt** after being notified or within such further period as the Authority may be subsequently **approved** in writing.
- b. If the consultant becomes (or, if the Consultant consist of more than one entity, if any of their members becomes) **insolvent or bankrupt** or enters into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into **liquidation** or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of **arbitration** proceedings pursuant to **Clause 9** hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. If, as the result of force majeure, the consultants are **unable to perform a material of the service** for a **period of not less than sixty (60) days**. Or
- g. If the consultants, in the judgment of the client has engaged in **corrupt or fraudulent practices** in competing for or in **executing the contract**.
- h. If the consultant does not/fails to undertake the **quality assurance** works with the agreement and breach any of the **terms & conditions** this contract.
- i. If the Consultant fail to comply with any final decision reached as a result of **Settlement of Dispute** pursuant to **Clause 6** hereof
- j. If the Consultant submit to the APIIC a statement which has a material effect on the right, obligations or interests of the APIIC and which the Consultant knows to be false;
- k. the Authority, in its sole discretion and for any reason whatsoever, decides to **terminate this Agreement**.

2.9.2 **By the Consultant**

The Consultant may, by not less than **30 (thirty) days** written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this **Clause 2.9.2**, terminate this Agreement if:

- (a) the Authority fails to **pay any money** due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to **Clause 9** hereof within **45 (forty five) days** after receiving **written notice** from the Consultant that such payment is **overdue**;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within **45 (forty-five) days** (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of **Force Majeure**, the Consultant is unable to perform a material portion of the Services for a period of not less than **60 (sixty) days**; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to **Clause 9** hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract / Agreement pursuant to **Clauses 2.3 or 2.9** hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such **rights and obligations** as may have accrued on the date of **termination or expiration**; or which expressly survives such Termination;
- (ii) The obligation of **confidentially** set forth in **Contract Condition no.3.3** hereof; and
- (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this **Agreement** by notice of either Party to the other pursuant to **Clauses 2.9.1 or 2.9.2** hereof, or with efflux of time, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep **expenditures** for this purpose to a **minimum**. With respect to documents prepared by the Consultant, the Consultant and materials furnished by the Authority, shall proceed as provided respectively by **Clauses 3.8 or 3.9** hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement / Contract pursuant to **Clauses 2.9.1 or 2.9.2** hereof, except in the case of termination pursuant to Sub-clauses (a) through (e) of **Clause 2.9.1** hereof, the **Authority/ APIIC** shall make the payments to the Consultant pursuant to **Clause 6** hereof for Services satisfactorily performed for the stages achieved prior to the effective date of **termination** (after offsetting against these payments any amount that may be due from the Consultant to the **Authority/ APIIC**). However, APIIC shall have the right to deduct from this termination payment, the genuine compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority for **appointing a new Consultant** due to **default of Consultant** leading to termination without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in **Clause 2.9.1** or in **Clause 2.9.2** hereof has occurred, such Party may, within **30 (thirty) days** after receipt of notice of **termination** from the other Party, refer the matter to **arbitration** pursuant to **Clause 9** hereof, and this **Agreement** shall not be **terminated** on account of such event except in accordance with the terms of any resulting **arbitral award**.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standards of Performance

The consultant shall perform the **Third Party Quality Assurance Services for the works of APIIC**. The consultant shall perform the **Services** and carry out their **obligations** hereunder with all **due diligence, efficiency and economy**, in accordance with generally accepted **professional technique and practices** and shall observe sound management practices, and employ appropriate **advanced technology** and **safe and effective equipment, machinery, materials and methods**. The consultant shall always act, in respect of any matter relating to this **Agreement/contract or to the services**, as a **faithful adviser to the Authority/client**, and shall at all times **support and safeguard** the **Authority's/APIIC's** legitimate interests in any dealings with **Sub-consultants or third parties**. The consultant shall advise all steps to **take action** in accordance with the **Technical Sanction/ Agreement of works contract between APIIC and the Contractor**.

3.1.2 Terms of Reference

The **scope of Services** to be performed by the Consultant is specified in the **Terms of Reference (the "TOR")** at **Annex-1 of this Agreement**. The Consultant shall provide the **Deliverables** specified therein in conformity with the **time schedule** stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the **Services** in accordance with the **Applicable Laws** and shall take all practicable steps to ensure that any **Sub-Consultant**, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a **Conflict of Interest** and any breach hereof shall constitute a **breach of the Agreement**.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this **Agreement** and after its **termination**, the Consultant or any Associate thereof, as well as any **Sub-Consultant** and any entity affiliated with such Sub-Consultant, shall be **disqualified** from **providing goods, works, services, loans or equity for any project resulting from or closely related to the Services** and any breach of this obligation shall amount to a **Conflict of Interest**; provided that the restriction herein shall not apply after a period of **3 (three) years** from the **completion of this assignment** or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to

consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than **5% (five per cent)** of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant or its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) During the **term of this Agreement**, any business or professional activities which would **conflict** with the activities assigned to them under this Agreement;
- (b) After the **termination** of this Agreement, such other activities as may be specified in the Agreement; or
- (c) At any time, such **other activities** as have been specified in the RFP as **Conflict of Interest**.

3.2.4 Consultant not to benefit from commissions discounts, etc.

The **Consultancy fee/** payments to the Consultant pursuant to **Clause 6** hereof shall constitute the **Consultant's sole Consultancy fee /payment** in connection with this **Agreement/ Contract or the Services** and the Consultant shall not accept for its **own benefit any trade commission, discount or similar payment** in connection with activities pursuant to this Agreement or to the **Services** or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. If any other contract engaged is related to the consultant in any manner it shall **forthwith** inform the same to the client who shall be competent to take appropriate decision for such works.

3.2.5 The Consultant and its Personnel shall observe the **highest standards of ethics** and not have engaged in and shall not hereafter engage in any **corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice** (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to **terminate this Agreement forthwith** by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any **Prohibited Practices** in the **Selection Process** or before or after entering into of this Agreement. In such an event, the Authority shall **forfeit and appropriate the Performance Security**, if any, as mutually agreed genuine pre-estimated compensation and damages Payable to the Authority towards, inter alia, time, cost and effort of the Authority, without **prejudice** to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without **prejudice** to the rights of the Authority under **Clause 3.2.5** above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any **Prohibited Practices**, during the **Selection Process** or before or after the execution of this Agreement, the Consultant shall **not be eligible to participate in any tender or RFP** issued during a **period of 3 (three) years** from the date the

Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any **Prohibited Practices**.

3.2.7 For the purposes of **Clauses 3.2.5 and 3.2.6**, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to **influence the actions** of any person connected with the **Selection Process** (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with **Selection Process or LOA** or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the **expiry of 1 (one) year** from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute **influencing the actions** of a person connected with the **Selection Process**); or (ii) engaging in any manner whatsoever, whether during the **Selection Process or after the issue of LOA** or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the **Project or the LOA or the Agreement**, who at any time has been or is a **legal, financial or technical adviser the Authority** in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a **misrepresentation or omission of facts or suppression of facts** or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means **impairing or harming, or threatening to impair or harm**, directly or indirectly, any person or property to **influence** any person’s participation or action in the **Selection Process** or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of **canvassing, lobbying** or in any manner influencing or attempting to influence the Selection Process; or (ii) having a **Conflict of Interest**; and
- (e) **“Restrictive practice”** means forming a **cartel** or arriving at any understanding or arrangement among Applicants with the objective of **restricting or manipulating a full and fair competition** in the Selection Process.

3.3 Confidentiality

The Consultant, **its Sub-Consultants** and the Personnel of either of them shall not, either during the **term or within 2 (two) years** after the **expiration or termination of this Agreement** *disclose any proprietary information, including information relating to reports, data, Services, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries* created or derived from any of the foregoing that is provided by the Authority to the Consultant, **its Sub-Consultants** and the Personnel; any information provided by or relating to the Authority, its **technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other**

professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep **confidential** in relation to the **Project, the Services or this Agreement ("Confidential Information")**, without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, **its Sub-Consultants** and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) Was in the public domain prior to its delivery to the Consultant, **its Sub-Consultants** and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) Was obtained from a **third party** with no known duty to maintain its **confidentiality**;
- (iii) is required to be disclosed by **Applicable Laws** or judicial or administrative or **arbitral process** or by any governmental instrumentalities, provided that for any such **disclosure**, the Consultant, **its Sub-Consultants** and the Personnel of either of them shall give the Authority, **prompt written notice**, and use reasonable efforts to ensure that such **disclosure is accorded confidential treatment**; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or **its Sub-Consultants** or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or **its Sub-Consultants** or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such **Confidential Information, confidential** and shall use its best efforts to ensure **compliance with such undertaking**.

3.4 Liability of the Consultant

3.4.1 The Consultant's **liability** under this Agreement shall be determined by the **Applicable Laws and the provisions** hereof.

3.4.2 The Consultant shall, subject to the **limitation specified in Clause 3.4.3**, be liable to the Authority for any **direct loss or damage** accrued or likely to accrue due to **deficiency in Services** rendered by it.

3.4.3 The Parties hereto agree that in case of **negligence or willful misconduct** on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the **Services**, the Consultant, with respect to **damage** caused to the Authority's property, shall not be **liable** to the Authority:

- (i) for any **indirect or consequential loss or damage**; and
- (ii) for any **direct loss or damage** that exceeds (a) the **Payment to the Consultant set forth in Clause 6.1** of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any **insurance** maintained by the Consultant to cover such a **liability**, whichever of (a) or (b) is higher.

3.4.4 This **limitation of liability specified in Clause 3.4.3** shall not affect the Consultant's liability, if any, for **damage to Third Parties** caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the **Services** subject, however, to a **limit equal to the Payment to the Consultant**.

3.5 Accounting and auditing

The Consultant shall keep **accurate and systematic accounts and records** in respect of the **Services** provided under this Agreement, in accordance with internationally accepted **accounting principles and standards such as Indian Accounting Standards, GAAP, etc.**

3.6 Consultant's Actions requiring the Authority's Prior Approval

The Consultant shall obtain the **Authority's prior approval** in writing before taking any of the following actions:

- a) For **conducting special tests** at any recognized laboratories at **no extra cost** and does the consultant have its **labs owing the responsibility** for the **correctness of the report**.
- b) **Appointing** such members of the **professional personnel** as are not listed in **Form-6** i.e. for **engaging any retired/ in service government / PSU engineers** of Andhra Pradesh;
- c) entering into a **subcontract** for the **performance of any part of the Services**, it being understood (i) that the **selection of the Sub-consultant** and the terms and conditions of the subcontract shall have been approved in writing by the Authority **prior to the execution of the subcontract**, and (ii) that the Consultant shall remain fully liable for the **performance of the Services** by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- d) any other action that is specified in this Agreement.

3.7 Reporting Systems/ obligations

The consultant shall submit to the **Authority/clients** the **test reports and documents** specified in the Agreement, in the numbers and within the time periods on **Fort Nightly basis** as per the approved format of APIIC as per **terms of reference**.

The consultant would collect the information from the work site through **detailed formats** by carrying out **relevant tests** and base information along with data will be submitted to **General Manager (QC)** and forward the **(hard/soft) copies to the Zonal Manager** and consolidated information to **General Manager (QC)**. **All the information, work wise**, would be documented in a **register**.

3.8 Documents prepared by the Consultant to be Property of the Authority/Client

3.8.1 All **reports and other documents** (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the **Sub-Consultants** or any **Third Party**) in **performing the Services** shall become and remain the **property of the Authority**, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than **termination or expiration of this Agreement**, **deliver all Consultancy Documents to the Authority**, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its **Sub-Consultants or a Third Party shall not use** these Consultancy Documents for purposes unrelated to this Agreement **without the prior written approval of the Authority**.

3.8.3 The Consultant shall **hold the Authority harmless and indemnified for any losses, claims, damages, expenses** (including all legal expenses), **awards, penalties or injuries** (collectively referred to as “**Claims**”) which may arise from or due to any **unauthorized use** of such Consultancy Documents, or due to any **breach or failure** on part of the Consultant or its **Sub- Consultants or a Third Party** to perform any of its **duties or obligations** in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the **property of the Authority** and shall be marked accordingly. Upon **termination or expiration of this Agreement**, the Consultant shall furnish **forthwith** to the Authority, an **inventory of such materials and shall dispose** of such materials in accordance with the **instructions** of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having **authorization** from the Authority, are provided **unrestricted access** to the office of the Consultant and to all Personnel during office hours. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the **right to inspect the Services in progress, interact with Personnel** of the Consultant and **verify the records relating to the Services for his satisfaction**.

3.11 Accuracy of Documents

The Consultant shall be responsible for **accuracy of the documents** drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as **part of these services**. Subject to the provisions of **Clause 3.4**, it shall **indemnify** the Authority against **any inaccuracy** in its work which might surface during implementation of the Project, if such **inaccuracy** is the result of **any negligence or inadequate due diligence** on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for **promptly correcting**, at its own cost and risk, the **documents including any re-test/ investigations**.

4. CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS

4.1 General

4.1.1 The Consultant shall employ and provide such **qualified and experienced Personnel** as may be required to **carry out the Services**.

4.1.2 As per the terms of reference adequate **man power** would be deputed on the work site

to carryout **necessary tests and preparation of reports**. The consultant would depute adequate, experienced & properly trained / qualified manpower and other resources at respective locations based on work load and specific requirement. All the **liabilities of manpower** working on the works would be with **consultants** and they shall not be treated as employee or engaged by the **Authority**.

4.2 Deployment of Personnel

The **designations, names and other particulars** of each of the Consultant's **Key Personnel** required in carrying out the **Services** are described in **Form-6 of Technical proposal** of this Agreement.

4.3 Approval of Personnel

4.3.1 The **Key Personnel listed in Form-6** of the Agreement are hereby approved by the **Engineer IN Chief**. No other Key Personnel shall be engaged **without prior approval** of the Authority.

4.3.2 If the Consultant hereafter proposes to **engage any person as Professional Personnel**, it shall submit to the Authority its **proposal along with a CV** of such person in the **form** provided at **Appendix-I (Form-8) of the RFP**. The Authority may **approve or reject** such **proposal within 14 (fourteen) days of receipt thereof**. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority **does not reject a proposal within 14 (fourteen) days** of the date of receipt thereof under this **Clause 4.3**, it shall be **deemed to have been approved** by the Authority.

4.4 Substitution (Removal / Replacement) of Key Personnel

4.4.1 The Authority expects all the **Key Personnel** specified in the Proposal to be available during implementation of the Agreement. The Authority will **not consider any substitution of Key Personnel** except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to **1 (one) Key Personnel** subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. **Without prejudice** to the foregoing, substitution of the **Key Personnel** shall be permitted only upon **reduction of payment equal to 10% (ten per cent) of the total Payment to the Consultant**.

4.4.2 (a) Except as the **Engineer IN Chief** may otherwise agree, no changes shall be made in the **Key Personnel**. If, for any reasons beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement another person of equivalent or better qualifications.

(b) If the **Engineer IN Chief** (i) finds that any of the personnel has committed **serious misconduct** or has been charged with having committed a **criminal action** or (ii) has reasonable cause to be dissatisfied with the **performance** of any of the personnel, then the Consultant shall at the written request of the **Engineer IN Chief** specifying the grounds therefore, forthwith provide as a replacement, a person with qualification and experience acceptable to the **Engineer IN Chief**.

4.5 Team Leader

4.5.1 The person designated as the **Team Leader** of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.5.2 The Consultant should specifically note that **substitution of the Team Leader will not normally be considered** during the **implementation of the Agreement** and may lead to **disqualification of the Applicant or termination of the Agreement**.

4.6 Sub-Consultants

Sub-Consultants listed in **Annex-3 of this Agreement** are hereby approved by the Authority. The Consultant may, with **prior written approval of the Authority**, engage additional **Sub- Consultants** or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub- Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this **Clause 4**.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make **best efforts** to ensure that the Government shall:

- (a) provide the Consultant, **its Sub-Consultants** and Personnel with work permits and such other documents as may be necessary to enable the Consultant, **its Sub- consultants** of personnel to perform the **services**.
- (b) facilitate **prompt clearance** through **customs** of any property required for the Services; and
- (c) **issue to officials, agents** and representatives of the Government all such **instructions** as may be necessary or appropriate for the prompt and effective **implementation of the Services**.

5.2 Access to land and property

The Authority **warrants** that the Consultant shall have, **free of charge, unimpeded access to the site of the project** in respect of which access is required for the **performance of Services**; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the **time extension**, as may be appropriate, for the **performance of Services**.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any **change in the Applicable Laws** with respect to **taxes and duties which increases or decreases** the cost or expenses incurred by the Consultant in performing the Services, by an **amount exceeding 10% (ten per cent) of the Payment to the Consultant** specified in **Clause 6.1**, then the payments otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding **adjustments** shall be made to the **aforsaid Payment to the Consultant**. All **GST and other taxes other than income tax**, as may be applicable from time to time, on the payment of the **professional fees** to the Consultant, shall be borne by the **Authority**.

5.4 Payment

In consideration of the **Services** performed by the Consultant under this Agreement, the Authority shall **make** to the Consultant such **payments** and in such manner as is provided in **Clause 6** of this Agreement.

The **Payment** to the consultant along with **GST** would be made to the consultants in **INR (Indian rupees)** specified in the **Clause 6** of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Consultancy Fee

Percentage (%) basis on the value of the work executed and limits indicated as per Agreement conditions Clause No.6.3.

6.2 Currency of payment

All payments shall be made in **Indian Rupees**. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Price & Payment Schedule

6.3.1 Consultancy Fee

6.3.1.1 The **Consultancy fees** to render **Quality Assurance Services** shall be _____% of **total value of works executed and Limits** indicated below **whichever is less**. The **Consultancy fee** in no case, shall be **beyond 0.50% of the value of the work done**.

S. No.	Total Value of Work done in INR (Indian Rupees)	Maximum Consultancy Fee corresponding to “Total Value of work executed” or Percentage quoted above whichever is less.
a)	Up to INR 5.00 Crores	INR 2.00 Lakhs (Rupees Two Lakhs only)
b)	Between INR 5 Crores to 10 crores	INR 3.00 Lakhs (Rupees Three Lakhs only)
c)	Between INR 10 Crores to 20 Crores	INR 4.50 Lakhs (Rupees Four Lakhs and Fifty Thousand Only)
d)	Between INR 20 Crores to 40 Crores	INR 6.00 Lakhs (Rupees Six Lakhs Only)
e)	Between INR 40 Crores to 80 Crores	INR 9.00 Lakhs (Rupees Nine Lakhs only)
f)	Between INR 80 Crores to 120 Crores	INR 10.00 Lakhs (Rupees Ten Lakhs only)
g)	Between INR 120 Crores to 160 Crores	INR 14.00 Lakhs (Rupees Fourteen Lakhs only)
h)	Between INR 160 Crores to 200 Crores	INR 18.00 Lakhs (Rupees Eighteen Lakhs only)
i)	Between INR 200 Crores to 250 Crores	INR 22.50 Lakhs (Rupees Twenty two Lakhs and Fifty Thousand Only)
j)	Between INR 250 Crores to 300 Crores	INR 27.50 Lakhs (Rupees Twenty Seven Lakhs and Fifty Thousand Only)
k)	Between INR 300 Crores to 350 Crores	INR 32.50 Lakhs (Rupees Thirty two Lakhs and Fifty thousand only)
l)	Between INR 350 Crores and above	INR 37.50 Lakhs (Rupees Thirty Seven Lakhs and Fifty Thousand Only)

6.3.1.2 The **Consultancy Fee** includes **transportation, boarding and conducting Quality control test and Quality Assurance inspection for the site for all the inputs**. Further the **fee includes all duties, taxes and other levies except GST charges**.

6.3.2 GST

In addition to above, **APIIC shall pay 18% on Consultancy Fee (or as stipulated by the Government from time to time) towards GST** to the consultant and same shall be deposited by the consultant to the Government and its **copy of receipt shall be submitted to the APIIC**.

6.4 Payment Schedule / Mode of billing and payment

6.4.1 The **payment** shall be made based on the **work done** achieved in that **month** and shall be linked to the **monthly progress report (MPR)** submitted to **ZM concerned/ GM (QC)** along with a copy to **Engineer-IN-Chief, APIIC** both as **hard/soft copy** each month on or before **7th of each month failing** which the **payments shall be withheld**. The consultant shall **raise the invoice** along with **monthly progress report** immediately after **certifying the quality of work**. The APIIC shall arrange to **make payments within 60 (Sixty) days** of submission of **invoice** after ascertaining completion of **QC Certification**.

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

- (a) The Consultant shall be paid for its **services** as per the **Payment Schedule as per Clause 6.3 & Annex-4** of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) **No payment** shall be due for the **next stage** till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage, and
 - (ii) The Authority shall **pay** to the Consultant, only the **undisputed amount**.
- (b) The Authority shall cause the **payment due** to the Consultant to be made **within 60 (thirty) days** after the receipt by the Authority of duly completed bills with necessary particulars.
- (c) The **final payment** under this **Clause 6.4.2** shall be made only after the **final Deliverable** shall have been submitted by the Consultant and approved as satisfactory by the Authority. The **Services** shall be deemed completed and **finally accepted** by the Authority and the **final Deliverable** shall be **deemed approved** by the Authority as satisfactory upon **expiry of 60 (sixty) days after receipt of the final Deliverable** unless the Authority, within such **60 (sixty) day period, gives written notice** to the Consultant specifying in detail, the **deficiencies in the Services**. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the **final payment** upon **acceptance or deemed acceptance of the final Deliverable** by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in **excess of the amounts** actually payable in accordance with the provisions of this Agreement shall be **reimbursed** by the Consultant to the Authority **within 30 (thirty) days after receipt** by the Consultant of notice thereof. Any such **claim** by the Authority for **reimbursement** must be made **within 1 (one) year after receipt** by the Authority of a **final report** in accordance with **Clause 6.4.2 (c)**. Any delay by the Consultant in **reimbursement** by the **due date** shall attract **simple interest @ 10% (ten percent) per annum**.
- (e) All **payments** under this Agreement shall be made to the **account of the Consultant** as may be **notified** to the Authority by the Consultant.

6.5 Standard Deductions

Standard Deductions from the **consultancy fee** would be made as per the **Income Tax and Other Taxes** as applicable in India.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, **performance security** shall be deemed to be an amount of **Rs.10.00 Lakhs** (the "**Performance Security**"); provided that the Consultant **shall be required** to provide **Performance Security** in the form of **online payment on eprocurement platform**.

7.1.2 Notwithstanding anything to the **contrary** contained in **Clause 7.1.1**, as and when **payments become due** to the Consultant for its **Services**, the Authority shall retain by way of **Performance Security, 10% (ten percent) of all the amounts due and payable** to the Consultant, to be appropriated against **breach** of this Agreement or for **recovery of liquidated damages** as specified in **Clause 7.2**. The **balance** remaining out of the **Performance Security** shall be returned to the Consultant at the end of **3 (three) months** after the **expiry of this Agreement** pursuant to **Clause 2.4** hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts **withheld** hereunder, in the event of any **default** requiring the appropriation of further amounts comprising the **Performance Security**, the Authority may make **deductions** from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the **Performance Security** in accordance with the provisions of this Agreement.

7.1.3 The Consultant may, **in lieu of retention of the amounts** as referred to in **Clause 7.1.1** above, furnish online payment for **Performance Security** specified at this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/ variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of **negligence or lack of due diligence** on the part of the Consultant, the **consequential damages** thereof shall be **quantified** by the Authority in a reasonable manner and **recovered from the Consultant** by way of **deemed liquidated damages**, subject to a **maximum of the Payment to the Consultant**.

7.2.2 Liquidated Damages for delay

In case of **delay in completion of Services**, **liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the inspection of the executed value of works per month**, subject to a **maximum of 10% (ten percent) of the inspection of the executed value of works per month** shall be **imposed** and shall be recovered by appropriation from the **Performance Security or otherwise**. However, in case of delay due to reasons beyond the control of the Consultant, suitable **extension of time** shall be granted.

7.3 Penalty for deficiency in Services

In addition to the **liquidated damages** not amounting to **penalty**, as specified in **Clause 7.2**, warning may be issued to the Consultant for **minor deficiencies** on its part. In the case of **significant deficiencies** in **Services** causing adverse effect on the Project or on the reputation of the Authority, other **penal action** including **debarring** for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is **impractical** in this Agreement to provide for every **contingency** which may arise during the **life of the Agreement**, and the Parties hereby agree that it is their intention that this Agreement shall **operate fairly** as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is **operating unfairly**, the Parties will use their best efforts to agree on such action as may be necessary to **remove the cause or causes of such unfairness**, but failure to agree on any action pursuant to this **Clause 8.2** shall not give rise to a dispute subject to **arbitration** in accordance with **Clause 9** hereof.

8.3 Indemnity

8.3.1 In case the **quality of any work** is found **inferior** to the specification given to **Quality Assurance consultant**, during the **quality check** by the **State Vigilance Department, APIIC authority, or any authority**, the **Consultant** shall **indemnify** the APIIC to an **extent of total consultancy fee payable** for that particular work as "**damages**".

8.3.2 Further, action including **black listing** and make Consultant **in-eligible** for getting such **tasks/ assignments from Government Department**, for a **minimum period of two (02) years and maximum period of seven (07) years** may be initiated by APIIC.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any **dispute, difference** or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be **resolved amicably** in accordance with the conciliation procedure set forth in **Clause 9.3**.

9.2.2 The Parties agree to use their best efforts for **resolving all Disputes** arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

9.3.1 Except where otherwise provided in the contract, all disputes relating to the Contract or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, orders or these conditions or otherwise concerning the **Quality Assurance works or the execution or failure to execute the same whether arising during the progress of the work** or after the **cancellation, termination, completion or abandonment** thereof shall be dealt with by the **Engineer-IN-Chief, APIIC**.

9.3.2 If the consultant is **dissatisfied** with the decision of the **Engineer-IN-Chief**, the consultant shall give in writing to the **VC&MD, APIIC Ltd.**, with a copy to **Engineer-IN-Chief** on any matter in connection with or arising out of the contract, to be **unacceptable within 15 days**.

9.3.3 In the event of any **Dispute** between the Parties, either Party may call upon **VC&MD, APIIC Ltd.**, and the **Managing Partner/ Chairman of the Board of Directors of the Consultant** or a substitute thereof for **amicable settlement**, and upon such reference, the said persons shall meet no later than **10 (ten) days** from the date of reference to discuss and attempt to amicably **resolve the Dispute**. If such meeting does not take place within the **10 (ten) days period** or the Dispute is not amicably settled **within 15 (fifteen) days** of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of **settlement within 30 (thirty) days** of the **notice** in writing referred to in **Clause 9.2.1** or such longer period as may be **mutually agreed** by the Parties, either Party may refer the **Dispute to arbitration** in accordance with the provisions of **Clause 9.4**.

9.4 Arbitration

- 9.4.1 Any Dispute which is not **resolved amicably by conciliation**, as provided in **Clause 9.3**, shall be finally decided by reference to **arbitration by an Arbitral Tribunal** appointed in accordance with **Clause 9.4.2**. Such **arbitration** shall be held in accordance with the **Rules of Arbitration of the International Centre for Alternative Dispute Resolution, Vijayawada (the “Rules”)**, or such other rules as may be **mutually agreed** by the Parties, and shall be subject to the provisions of the **Arbitration and Conciliation Act, 1996**. The venue of such arbitration shall be **Vijayawada** and the language of **arbitration proceedings** shall be in **English**.
- 9.4.2 The **arbitral tribunal** shall consist of a **sole arbitrator** appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a **sole arbitrator**, the **arbitral tribunal** shall consist of **three arbitrators**. Each party shall appoint **one arbitrator** and the **two arbitrators** so appointed shall jointly appoint the **third arbitrator**.
- 9.4.3 The arbitrators shall make a **reasoned award** (the “**Award**”). Any **Award** made in any **arbitration** held pursuant to this **Clause 9** shall be **final and binding** on the Parties as from the date it is made, and the Consultant and the Authority **agree and undertake to carry out such Award without delay**.
- 9.4.4 The Consultant and the Authority agree that an **Award** may be **enforced** against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the **rights and obligations** of the Parties shall remain in full force and effect, **pending the Award in any arbitration proceedings** hereunder.

10 Other Conditions

- 10.1 The consultants reporting shall be of recommendatory nature informing the APIIC Ltd about the **quality of materials** based on test results and field observations.
- 10.2 The **Construction schedule** of various works for which **quality inspection** is required will be give to the consultant by concerned **ZM/ GM(QC)/ DZM(E)**/ APIIC well in advance. The program of **critical activities** to be executed for the consequent month will also be given **15 days in advance**.
- 10.3 In case of **emergency**, consultant will have to submit **specific report** of that concerned work as indicated by APIIC.
- 10.4 Any **delay** in carrying out necessary **quality checks** to process further progress on the work and **damages** to that effect will be on the part of the consultant.
- 10.5 **Terms of references** and **Appendies** will be part of the Agreement.
- 10.6 APIIC reserves the right to entrust **Third Party Quality Assurance Service of any projects/ work to any other agency**.

10.7 **Defects liability period is 24 months from the date of completion of agreement** in all respects. The Corporation shall **retain Earnest Money Deposit (EMD) till the expiry of 24 months defects liability period.**

11. Period of Agreement

24 Months from the date of entering into the agreement or extended from time to time on mutually agreed **terms and conditions.**

1. Earnest Money Deposit (EMD)

12.1 The Consultant shall furnish an **Security Deposit/ Earnest Money Deposit (EMD)** for **INR 5.00 Lakhs** for due fulfillment of contract. The **damages** specified as per the **Clause 7**, shall be adjusted from the **EMD** and any **shortfall shall be adjusted** from any amount payable to the Consultant.

12.2 The Consultant shall **replenish** the amount so deducted to maintain the stipulated **EMD** immediately and **not more than 15 days.**

12.3 The **EMD** shall be **forfeited in case of termination of Contract** due to **breach of any of the terms & conditions of Contract.**

IN WITNESS WHEREOF, the Parties hereto have caused this **Agreement** to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
For and on behalf of
Consultant:

SIGNED, SEALED AND DELIVERED
For and on behalf of
Authority:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

1.

2.

Annex -1: Terms of Reference

(Refer Clause 3.1.2)

*(Reproduce as per **Schedule-I of RFP**)*

Annex-2: Deployment of Key Personnel

(Refer Clause 4.2)

*(Reproduce as per **Form-6 of Appendix-I**)*

Annex-3: Approved Sub-Consultant(s)

(Refer Clause 4.6)

(Reproduce as per Form-16 of Appendix-I)

Annex-4: Payment Schedule

*(Refer **Clause 6.3**)*

*(Reproduce as per **Schedule-1 of RFP**)*

SCHEDULE-3: Guidance Note on Conflict of Interest

(See **Clause 2.3.3** of RFP)

- 1 This Note further explains and illustrates the provisions of **Clause 2.3** of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a **conflict of interest** situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived **conflict of interest**.
3. **Conflict of interest** may arise between APIIC and a consultant or between consultants and present or future **cessionaries/ contractors**. Some of the situations that would involve **conflict of interest** are identified below:
 - (a) **Authority and consultants:**
 - (i) Potential consultant should not be **privy** to information from APIIC which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for APIIC.
 - (iii) Potential consultant should not have recently worked for APIIC overseeing the project.
 - (b) **Consultants and cessionaires/ contractors:**
 - (i) No consultant should have an ownership interest or a continuing business interest or an **on-going relationship** with a potential cessionaire/ contractor save and except relationships restricted to **project-specific and short-term assignments**.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of APIIC who have current or recent connections to the companies involved, therefore, needs to be **avoided**.
- 4 The normal way to **identify conflicts of interest** is through **self-declaration** by consultants. Where a **conflict exists**, which has not been declared, competing companies are likely to bring this to the notice of APIIC. All **conflicts** must be **declared** as and when the consultants become aware of them.

5. Another approach towards avoiding a **conflict of interest** is through the use of “**Chinese walls**” to avoid the **flow of commercially sensitive information** from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of **experts for the project**. However, in reality effective operation of “**Chinese walls**” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting **Chinese walls** approach than smaller companies. Although, “**Chinese walls**” have been relatively common for many years, they are an increasingly discredited means of **avoiding conflicts of interest** and should be considered with caution. As a rule, “**Chinese walls**” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of APIIC.
6. Another way to **avoid conflicts of interest** is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed **documentation** are also eligible for the consequent assignment or project.
7. Another form of **conflict of interest** called “**scope-creep**” arises when consultants advocate either an unnecessary broadening of the **terms of reference** or **make recommendations** which are not in the best interests of APIIC but which will generate **further work** for the consultants. Some forms of contractual arrangements are more likely to lead to **scope-creep**. For example, **lump-sum contracts** provide **fewer incentives** for this, while time and material contracts provide **built in incentives** for consultants to extend the length of their assignment.
8. Every project contains **potential conflicts of interest**. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to APIIC at the earliest. Officials of APIIC involved in **development of a project** shall be responsible for **identifying and resolving any conflicts of interest**. It should be ensured that **safeguards** are in place to **preserve fair and open competition** and measures should be taken to **eliminate any conflict of interest** arising at any stage in the process.

APPENDICES

Appendix - I: Technical Proposal

Form-1: Letter of Proposal

(On Applicant's letter head)

Ref:

Date:.....

To

The Engineer-IN-Chief,

Andhra Pradesh Industrial Infrastructure Corporation Ltd,

9th Floor, APIIC Towers, IT Park, Mangalagiri.

Respected Sir,

Sub : "Appointment of Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited".

Ref: - Tender Notice No.01/ENC/QC/APIIC/2021-22

Dt: 01.06.2021.

1. I/We do hereby tender and if this proposal be accepted, under take to provide **services** for the work of **selection as Consultant** for "**Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**" as per the **bid terms and conditions** and **method of payment** as provided for in the "**Conditions of Agreement at Schedule-2**".
2. I/We have quoted **Consultancy Fee** as per the **clause No.6.3** of **condition of contract** for which I/We agree to provide the **services as per the terms and conditions mentioned in the RFP** document.
3. I/WE have **quoted percentage in Financial Bid both in words & figures**. In case of any **discrepancy** between the Percentage in words and figures, the rates **quoted lower of the two shall only be considered**.
4. I/WE agreed to keep the **offer in this Bid valid a period of Three month(s)** mentioned in the Notice Inviting Notice and not to modify the whole or any part of it for any reason within above period. If the bid is **withdrawn by me/us** for any reasons whatsoever, the **Security Deposit/ earnest money paid by me/us will be forfeited to Authority**.
5. I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the **RFP documents** and the **Scope of work** as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and distinctly agree that I/We will **not hereafter make any claim or demand** upon the Authority based upon or arising out of any alleged **misunderstanding or misconception /or mistake on my/or our part of the said requirement**, covenants, agreements, stipulations, restrictions and conditions.
6. We acknowledge that the **Authority** will be relying on the information provided in the Proposal and the documents accompanying the **Proposal for selection** of the Consultant, and we **certify** that all **information provided in the Proposal** and in the **Appendices is true and correct**, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are **true copies** of their respective originals.

7. This statement is made for the express purpose of **appointment** as the Consultant for the aforesaid Project.
8. We shall make available to the Authority any **additional information** it may deem necessary or require for supplementing or authenticating the Proposal.
9. We acknowledge the right of the Authority to **reject our application** without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
10. We certify that in the **last three years**, we or any of our Associates have **neither failed to perform on any contract**, as evidenced by **imposition of a penalty** by an **arbitral or judicial authority or a judicial pronouncement or arbitration award** against the Applicant, nor been **expelled from any project** or contract by any public authority nor have had any **contract terminated** by any public authority for **breach** on our part.
11. We declare that:
 - (a) We have **examined** and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) We do not have any **conflict of interest** in accordance with **Clause 2.3** of the RFP Document;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any **corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice**, as defined in **Clause 4.3** of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other **public sector enterprise or any government, Central or State**; and
 - (d) We hereby certify that we have taken steps to ensure that in **conformity** with the provisions of **Section 4** of the RFP, no person acting for us or on our behalf will engage in any **corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice**.
12. We understand that you may **cancel the Selection Process** at any time and that you are neither bound to **accept any Proposal** that you may receive nor to select the Consultant, without incurring any **liability** to the Applicants in accordance with **Clause 2.8** of the RFP document.
13. We declare that we are not a member of any other **Consortium** applying for Selection as a Consultant.
14. We certify that in regard to matters other than **security and integrity** of the country, we or any of our Associates have not been **convicted** by a **Court of Law** or indicted or adverse orders passed by a **regulatory authority** which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a **grave offence** that **outrages** the moral sense of the community.

15. We further certify that in regard to matters relating to security and integrity of the country, we have not been **charge-sheeted** by any agency of the Government or convicted by a **Court of Law** for any **offence** committed by us or by any of our Associates.
16. We further certify that no **investigation** by a **regulatory authority** is pending either against us or against our Associates or against our **CEO or any of our Directors/Managers/ employees**.
17. We hereby **irrevocably waive** any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
18. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any **claim or right** of whatsoever nature if the Consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
19. We agree to keep this offer **valid for 90 (ninety) days** from the PDD specified in the RFP.
20. A **Power of Attorney** in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in **Form-15**.
21. In the event of our firm being selected as the Consultant, we agree to enter into an **Agreement** in accordance with the **form at Schedule-2** of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
22. In the event of our firm being selected as the Consultant, we agree and undertake to provide the consultancy **services** in accordance with the provisions of the RFP.
23. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly **set forth** in the Agreement, we shall have **no claim, right or title arising out of any documents or information** provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the **Selection Process** including the **award** of Consultancy.
24. I / WE are paid the **Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs Only)** through online www.apecurement.gov.in website as per the details below:
- Payment ID :
Dated : Issued by Bank:
25. IF MY / OUR bid is **not accepted** the **sum** shall be returned to me / us on application when intimation is sent to me/us upon **selection of successful bidder or at the expiration of three Months from last date of receipt of this bid, whichever is earlier**. If my / our bid is **accepted** the **earnest money** shall be **retained by the Authority as security for the due fulfillment of this contract**.

26. If upon written intimation to me/us by the **APIIC Ltd** I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the APIIC Ltd or **acceptance of my/our tender**, and if I/We **fail to enter into the agreement** then I **agree to forfeit the EMD paid by me at the time of tender**.

27. I / WE fully understand that the written **agreement** to be entered into between **me/us and Authority** shall be the foundation of the rights of the both the parties and the **contract** shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Authority.

28. I / WE will **employ the manpower as per the RFP terms and conditions**.

29. BIDDER'S CERTIFICATE

- i) I / WE declare that I/We will provide the **Services** as per terms and conditions laid in the RFP Document.
- ii) I/WE declare that I/We will **abide for settlement of disputes** as per the bid conditions.

30. DECLARATION OF THE BIDDER.

- i) I/WE have not been **black listed in any department** in Andhra Pradesh/ In India due to any reasons.
- ii) I/WE agree to **disqualify me/us for any wrong declaration** in respect of the above and to summarily reject my/our tender.
- iii) I/We agree and undertake **to abide by all the terms and conditions** of the RFP Document.

Yours faithfully,

(**Signature of Bidder**, name and designation of the authorised signatory)
(Name and seal of the Applicant/ Lead Member)

Address of the Bidder:

Form-2: Proposed Methodology and Work Plan

Bidder to provide writes up on firms understanding of the **project requirement and approach and methodology** of the proposed Assignment.

Signature of the Bidder

Form 3 : List of Similar works - Quality Assurance services

Details of **Quality Assurance services** provided by the bidder for **similar works** in **last five financial years**.

#	Financial Year	Client's Name & Address	Name of Assignment	Brief project description	Date of Start of Assignment	Date of close of Assignment	Value (INR) of Work	Amount received by the firm
1	2016-2017							
2	2017-2018							
3	2018-2019							
4	2019-2020							
5	2020-2021							

Attach certificate(s) issued by the **Executive Engineer** concerned or equivalent and **counter signed by Superintending Engineer or equivalent** showing **work wise / year wise value of services** provided by the Bidder during **last five years**.

Signature of the Bidder

Form 4: Financial Capacity of the Applicant

(Refer Clause 2.2.4) of RFP)

(Copies to be certified by **Chartered Accountant**)

S No	Financial Year	Annual Turnover from Consultancy Services
1	2016-2017	
2	2017-2018	
3	2018-2019	
4	2019-2020	
5	2020-2021	

Certificate from the Statutory Auditor/ Chartered Accountant**

This is to certify that (name of the Applicant) has received the payment shown above against the respective years on account of professional fees.

Signature of the Bidder

Signature of Chartered Accountant

Seal with Membership No

*** In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.*

Form 5: LAB FACILITIES

Sl. No	Location	NABL accreditation / Tie up with accredited Lab	List of Equipments/ Machinery	Nos.	Remarks

Supporting documents to be submitted.

Signature of the Bidder

Form 6: Particulars of Key Personnel

Sl. No	Designation/ Position	Name of the Employee	Regular Employee/ Contract Employee	Educational Qualification	Length of Professional Experience	Present Employment (Relevant Quality Assurance Experience)		No. of Eligible Assignments #
						Name of Firm	Employed Since	
1	Team Leader							
2	Structural Engineer							
3	Electrical Engineer							
4	Quality Engineer							
5	Support Engineer							
6	Support Engineer							

- 1) The Bidder shall submit **CV 's of the employees.**
- 2) The above staff shall be on the role of the **consulting firm as regular employee/ Contract Employee as on date of Tender** (Supporting Documents is to be submitted).

Refer **Form-12** of Appendix-I **Eligible Assignments of Key Personnel.**

Signature of the Bidder

Form 7: Litigation History

Information on litigation history in which bidder is the petitioner.

Sl. No.	Case No/year	Court where filed	Subject Matter/prayer in the case	Respondents Dept	Present stage	Remarks

Signature of the Bidder

Form 8 :CVs of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held).
7. List of Eligible Assignments on which the Personnel has worked.

Sl. No.	Assignment Name, Brief Description and Project	Description of Responsibilities

Certification:

- 1) I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me

Place..... (Signature and name of the Professional Personnel)

(Signature and name of the authorised signatory of the Applicant)

Notes:

- 1) Use separate form for each Professional Personnel.
- 2) The names and chronology of assignments included here should conform to the project-wise details submitted in **Form-12 of Appendix-I.**
- 3) Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.

Form 9: Abstract of Eligible Assignments and Other Assignments of the Applicant

(Refer Clause 2.2.2(A) and Clause 3.1 of RFP)

S. No.	Name of Project	Name of Client	Type of Project (Eligible Assignment / Other Assignment)	Project Area (in Acres)	Professional fee received by the Applicant (in Rs Lakhs)
(1)*	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					
6					

Certificate from the Statutory Auditors

This is to certify that the information contained in **Column 6** above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

- The Applicant should provide details of only those assignments that have been undertaken by it under its own name.
- Exchange rate should be taken as **Rs. 65 per US \$ for conversion to Rupees.**
- Refer **Clause 2.2.3** for the definition of Eligible Assignment and Other Assignment.
- In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state either Above Rs. 5 (five) lakhs or Below Rs. 5 (five) lakhs in respect of a particular project.
- The names and chronology of Eligible Assignments included here should conform to the project- wise details submitted in Form-10 of Appendix-I.

- In case the Applicant does not have a **statutory auditor**, it shall provide the certificate from
- its **chartered accountant** that ordinarily audits the annual accounts of the Applicant.

Form 10: Abstract of Eligible Assignments of Key Personnel

(Refer Clause 3.1 of RFP)

Name of Key Personnel: @

Designation:

S. No.	Name of Project	Name of Client	Project Area (in Acre)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man-days spent on the assignment
(1)*	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							

- Use separate Form for each **Key Personnel**.
- The names and chronology of **Eligible Assignments** included here should conform to the project- wise details submitted in **Form-11 of Appendix-I**.

Form 11: Eligible Assignments and Other Assignments of Applicant

(Refer Clause 2.2.4 and Clause 3.1 of RFP)

Name of Applicant	
Name of the Project	
Project Area (in Acres)	
Type of Project (Eligible Assignment / Other Assignment)	
Description of services performed by the Applicant firm	
Name of Client and Address (indicate whether public or private)	
Name, telephone no. and fax no. of the client representative	
Estimated capital cost of Project excluding land cost (in Rs Crores):	
Payment received by the Applicant as professional fees (in Rs. Lakhs)	
Start date and finish date of the services (month/year):	
Brief Description of the Project:	

Notes:

- 1) *Use separate sheet for each **Eligible Assignment and/or Other Assignment**. The documentary evidence in support of the information furnished for Eligible Assignment and Other Assignment should be submitted by the Applicant.*
- 2) *Exchange rate should be taken as **Rs.65 per US \$ for converting to Rupees**.*
- 3) *In the event that the Applicant does not wish to disclose the payment received by it as **professional fees** for any particular assignment, it may state either "**Above Rs. 5 (five) lakhs or Below Rs. 5 (five) lakhs** in respect of a particular project.*

Form 12: Eligible Assignments of Key Personnel

(Refer Clause 3.1 of RFP)

Name of Key Personnel	
Designation of the Key Personnel	
Name of the Project	
Project Area (in Acre)	
Name of the Consulting Firm where Employed	
Description of services performed by the Key Personnel (including designation)	
Name of Client and Address (indicate whether public or private)	
Name, telephone no. and fax no. of the client representative	
Estimated capital cost of Project (in Rs Crore):	
Start date and finish date of the services (month/year):	
Brief Description of the Project:	

Notes:

- 1) Use separate sheet for each Eligible Assignment.
- 2) Exchange rate should be taken as **Rs.65 per US \$** for converting to Rupees.

Form 13: Particulars of the Applicant

1.1	Title of Consultancy: Appointment of Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited ".							
1.2	Title of Project: Third Party Quality Control Assurance Agency for Engineering works in APIIC Limited ".							
1.3	State whether applying as Sole Firm or Lead Member of a consortium:							
1.4	<p>State the following:</p> <p>Name of Firm : Legal status : Country of incorporation : Registered address : Year of Incorporation : Year of commencement of business : Principal place of business</p> <p>Name, designation, address and phone numbers of Authorized Signatory of the Applicant:</p> <p>Name Designation Company Address Phone No. Fax No. E-mail address</p>							
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">(i) Name of Firm:</td> <td style="width: 30%;"></td> </tr> <tr> <td>(ii) Legal Status and country of incorporation:</td> <td></td> </tr> <tr> <td>(iii) Registered address and principal place of business:</td> <td></td> </tr> </table>		(i) Name of Firm:		(ii) Legal Status and country of incorporation:		(iii) Registered address and principal place of business:	
(i) Name of Firm:								
(ii) Legal Status and country of incorporation:								
(iii) Registered address and principal place of business:								
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">(i) In case of non-Indian Firm, does the Firm have business presence in India?</td> <td style="width: 30%;"></td> </tr> </table>		(i) In case of non-Indian Firm, does the Firm have business presence in India?					
(i) In case of non-Indian Firm, does the Firm have business presence in India?								

	If so, provide the office address in India.	
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?	
	(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/entity in last five years?	
	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?	
	(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.	
1.7	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?	
	If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?	
1.8	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?	
	If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?	
	If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?	
1.9	(Signature, name and designation of the authorised signatory) For and on behalf of	

Form 14: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

(Date and Reference)

To

The **Engineer IN Chief**,
Andhra Pradesh Industrial Infrastructure Corporation Limited,
APIIC Tower, Mangalagiri,
Guntur District,
Pin code -522503.

Sir,

Sub: Appointment of **Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**".

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert Applicant's name) will act as the **Lead Member of our consortium**.

We have agreed that (insert individual's name) will act as our **Authorized Representative/ will act as the Authorized Representative** of the consortium on our behalf and has been duly authorized to submit our Proposal.

Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory) (Name and seal of the Applicant/ Lead Member)

**Please strike out whichever is not applicable.*

Form 15: Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the “**Appointment of Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**”.

, to be developed by **Andhra Pradesh Industrial Infrastructure Corporation Limited** (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in meetings/conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the **Power of Attorney** should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper worth of Rs.100/- (Rupees one hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a **resolution/power of attorney** in favour of the person executing this Power of Attorney for the **delegation of power** hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.

Form 16: Proposal for Sub-consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant				
Name:				
Designation:				
Telephone				
No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				

(Signature and name of the authorised signatory)

Note:

1. *The Proposal for Sub-Consultant shall be accompanied by the details specified in **Forms 8 and 12 of Appendix –I.***
2. *Use separate form for each Sub-Consultant.*

APPENDIX-II: RELEVANT CODES

The **quality of materials and works** are checked with respect to the corresponding **IS & IRC Codes and APSS & MORT&H Specifications**.

S.No	Description	I.S No.
A.	List of Indian Standards	
I	CEMENT	
	1. Ordinary and Low Heat Portland Cement	269-1989
	2. Portland Pozzolona Cement	1489-1991
II	AGGREGATES	
	1. Aggregates, Coarse & Fine from Natural resource of Concrete	383-1970
	2. Sand and Masonry Motor	2116-1980
	3. Methods of tests for aggregates for concrete Part – I Particles Size and Shape Part – II Estimation of deleterious Material Organic impurities Part – III Soundness	2386 – 1963
	4. Specification for test sieves part – I wire cloth test sieves	460 – 978 Part – I
III	BRICKS	
	1. Common burnt clay building bricks	1077 – 1992
IV	STEEL	
	1. Mild steel medium tensile steel bars and hard drawn steels wire, concrete reinforcement. Part – I Mild steel & Medium Tensile Steel Bars	432 – 1982
	2. High Strength deformed steel bars and wires for concrete reinforcement	1986 – 2008
	3. High Tensile Steel for PSC Pipes	1784 – 1998(Part – I)
	4. Hand Drawn Wire	432 – 1982
	5. Bending and Flexing bars for concrete reinforcement	2502 - 1963
	6. Recommendations for detailing of reinforcement in reinforced concrete	5525 – 1960

	works.	
V	CONCRETE	
	1. Plain and reinforced concrete, code of practice for	456 – 2000
	2. Laying of situ cement concrete flooring	2571 – 1970
	3. Sampling and analysis of concrete	1199 – 1959
VI	Masonry	
	1. Brick Masonry	2212 – 1991
	2. Construction of stone Masonry	1597 – 1992
VII	PIPES AND FITTINGS	
	1. Asbestos Cement pressure pipes	1592 – 2003
	2. Concrete pipe with & without reinforcement	458 – 2003
	3. PSC Pipes (including fitting)	1343 – 1980
	4. Method of tests of concrete pipes	458-1988 3597-1998
	5. Materials for MS Specials	226 – 1976 & 2062 – 1999
	6. Specification for MS Special for PSC Pipes	
	7. Specification for steel cylinders reinforced concrete pipes	1916 – 1989
	8. Methods of tests of concrete pipes	3597 – 1998
	9. Centrifugally cast (Spun) iron pressure pipes for water gas and sewage including fittings	1536 – 2001 784 – 2011
	10. Specifications for Centrifugally cast (Spun) SI fitting for Water Gas and Sewage	8329 – 2000
	11. DI fitting for pipes for water, gas and sewage	9523 – 2000
	12. Dimensional requirement of rubber gaskets for mechanical joints and push on joints for use with CIDI Pipes	12820 – 2004
	13. CI specials for mechanical and push on flexible joints for pressure pipe lines for water and gas sewage	13382 – 2004
	14. HDPE Pipes	IS 4984 – 1995
	15. BWSC Pipes	IS 15155 – 2002

	16. UPVC Pipes	IS 4985 – 2000
	17. GRP Pipes	IS 12709 – 1994
	18. Horizontally cast iron double flanged pipes for water, gas and sewage.	7181 – 1986
	19. Cast iron fittings for pressure pipes, for water, gas and sewage	1538 – 1993
	20. Cast iron detachable joints for use with asbestos cement pressure pipes	8794 – 1988
	21. a. Rubber rings for jointing CI Pipes, RCC Pipes and AC Pipes b. Rubber rings for jointing PSC pipes	5382 – 1969 5382 – 1985
	22. Rubber rings for jointing AC Pipes with AC Coupling	10292 – 1988
	23. Pig lead	782 – 1978
	24. Hemp yarn	6587 – 1987
	25. Rubber insertion to be used jointing CIDF pipes	638 – 1979
	26. Bolts & Nuts to be used in jointing CIDF pipes	1363 – 2002
VIII	WATER SUPPLY FITTING	
	1. Sluice Values for water works purposes (50 to 300mm dia sizes)	780 – 1984
	2. Sluice Values for water works purposes (300 to 1200mm dia sizes)	2906 – 1984
	3. Surface boxes for sluice values	3950 – 1979
	4. Manhole covers and frames, cast iron	1726 – 1991
IX	LAYING OF PIPES	
	1. Laying of Asbestos and Cement pressure pipes	6530 – 1972
	2. Laying of Concrete Pipes – I	783 – 1985
	3. Laying of Cast - Iron Pipes	3114 – 1994
	4. Laying of PSC Pipes	126 of APSS & 783 - 1985
	5. Laying of PSC Pipes	126 of APSS & 783 - 1985
X	MACHINERY	
	1. Batch type concrete mixer	1791 – 1985
	2. Sheep foot roller	4616 – 1968
XI	SAFETY	
	1. Safety for excavation works	3764 – 1996
	2. Safety code for scaffolds and ladders Part	3696 – 1987 (Part – I)

	– I scaffolds Part – II – Ladders	3696 – 1991 (Part – I)
XII	EARTH WORK AND FORMATION OF SS TANKS	
	1. Method of test of soils for suitability of soil for embankment of SS Tanks	2720 – 1975 to 1987 Part – II to XII, XV, XVII, XX, XXIX and 1228 – 1988
	2. Code of Practices for drainage system for earth and rock fill dams	9429 -1999
	3. Filters materials requirement	9429 – 1980 & 10379 – 1982
	4. Earthwork and formation of embankment for SS tanks	Sec.3 of APSS Sub.Sec.301 – 303
	5. Morrum (gravel) backing to rough stone dry packing and gravelling to top and side slope of bunds 150 mm thick	Sub Sec.621 of Sec. VII of APSS to 307
	6. Rough stone dry packing aprons and revetments	Sub – Sec 621 of Sec.6 of APSS
XIII	FILTRATION PLANTS WITH DUAL MEDIA AND TUBE SETTLERS	
	1. Guide lines for flauculator devices	7208 – 1992
	2. Guide lines for rapid mixing devices	7090 – 1985
	3. Recommendations for handing and housing devices for chemicals for water treatment	9222 – Part – I, 1990
	4. Requirement for chlorination equipment	10553–1983 (Part – I)
	5. Recruitments for setting tank (clarified equipment for water treatment plant)	Part – IV 10313 – 1983
	6. Requirement of water filtration equipment	8419 – 77 Part – I, Part- I, Part –II – 1984
S.No	BRIEF DESCRIPTION OF ITEM	APSS/ MORT&H Nos
1.	Providing gravel base at OMC to obtain 98% proctors	138,1503 to 1505 and 1516 of APSS
2.	Providing, Laying, Spreading and compacting stone aggregates (Graded Metal)	108.1506 of APSS
3.	Cleaning of existing WMM surface	502, 502.4 of MORT&H
4.	Cleaning of existing BT surface	502.4.2 of MORT&H
5.	Providing and applying of Tack Coat over	503 of MORT&H

	prepared surface	
6.	Providing and laying Bituminous Macadam	504 of MORT&H
7.	Providing and laying and consolidation of creased stone aggregate as per built up spray grout	1507
8.	Providing and laying single coat surface dressing	508
9.	Providing and laying single open graded premix carpet	509
10.	Providing and laying mix seal surfacing	510
11.	Providing laying, consolidation Dense Bituminous Concrete	511
12.	Providing laying BT surface dressing/ BT wearing coat	1510
13.	Providing laying Bituminous seal coat with 6mm chips	1512
14.	VCC for abutments, piers and wing walls	402 of APSS
15.	PCC for wearing coat	402, 403 of APSS
16.	Providing HYSD Fe 415 grade bars/ Mild Steel Fe 250 grade bars	126 of APSS
17.	CRS Masonry for abutment and piers	601, 612, of APSS
18.	Flush pointing to CRS Masonry	906 of APSS
19.	Collection of material road works	1506 of APSS
20.	CC Roads	1515 of APSS

CHECKLIST TO ACOMPANY THE TENDER

Name of work: Appointment of Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited.

S. No.	Description	Whether Submitted	Page No. (see Note below)
1	Proof of payment of Security Deposit online (scanned copy of online payment)	Yes / No	
2	Proof of payment of Processing Fee (Scanned copy of Online Payment)	Yes / No	
3	Copy of Applicants firm registration.	Yes / No	
4	Copy of latest IT returns filed along with copy of PAN card.	Yes / No	
5	Copy of GST Registration.	Yes / No	
6	Annex 1 : Terms of reference	Yes / No	
7	Annex 2 : Deployment of Personnel	Yes / No	
8	Annex 3: Approved Sub Consultant (S)	Yes / No	
9	Annex 4 : Payment Schedule	Yes / No	
10	Letter of Proposal as mentioned in RFP	Yes / No	
11	Proposed Methodology and Work Plan as mentioned in RFP	Yes / No	
12	List of Similar works- Quality Assurance Services	Yes / No	
13	Financial Capacity of the Applicant	Yes / No	
14	Lab Facilities	Yes / No	
15	Particulars of Key Personnel as mentioned in RFP	Yes / No	
16	Litigation History	Yes / No	
17	CVs of Professional Personnel as mentioned in RFP	Yes / No	
18	Abstract of Eligible Assignments and Other Assignments of the Applicant	Yes / No	
19	Abstract of Eligible Assignments of Key Personnel	Yes / No	
20	Eligible Assignments and Other Assignments of Applicant	Yes / No	
21	Eligible Assignments of Key Personnel	Yes / No	
22	Particulars of the Applicant firm details as mentioned in RFP	Yes / No	
23	Statement of Legal Capacity as mentioned in RFP	Yes / No	
24	Power of Attorney as mentioned in RFP	Yes / No	
25	Proposal for Sub-Consultant (S)	Yes / No	

26	Any other relevant document mentioned in RFP	Yes / No	
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- Notes:**
- 1) All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
 - 2) The information shall be filled-in by the applicant in the checklist and other forms, for the purposes of verification as well as evaluation of the applicants Compliance to the qualification criteria as provided in the RFP document. All the certificates, documents, statements as per checklist shall be submitted online by the applicant.
 - 3) The applicant shall sign on all the pages of statements, certificates, documents uploaded by him owning the responsibility for their correctness/ authenticity.

DECLARATION

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

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in APIIC Ltd., or any department in Andhra Pradesh or in any State due to any reasons.

Signature of the Applicant

Appendix-III: Financial Proposal

(On Applicant's letter head)

(Date and Reference)

To

The **Engineer IN Chief,**

Andhra Pradesh Industrial Infrastructure Corporation Limited,

APIIC Tower, IT Park, Mangalagiri,

Guntur District - 522503.

Sir,

Sub: Appointment of **Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**".

Ref: Request of Proposal, dated _____ 2021.

BID OFFER

We M/s _____ hereby offer to render **Consulting Services** for the work of "**Third Party Quality Control Assurance Agency for Engineering works in Andhra Pradesh Industrial Infrastructure Corporation Limited**" as indicated in the **scope of work** and as per the **Terms & Conditions** in this document at _____% _____ (in words) of value of works executed and **limits** indicated in **clause No.6.3.1 of Conditions of Agreement, which ever is less.**

Note:

- a. **Percentage to be quoted in words & figures.**
- b. **Quoted percentage is exclusive of GST**
- c. **Payment to the consultant at quoted percentage will be made on actual value of works executed excluding L.S. Provisions, taxes etc.**

FOOTNOTE TO BID OFFER:

1. The consultants shall carefully fill the **bid offer in figures and words** in terms of **percentage. Over writing** shall not be permitted. Errors if any in the bid offer shall be corrected by striking out and rewriting clearly and initiated.
2. If any **difference** is found in the bid offer between the **percentage** given by the consultants in **words and figures** the **lower of the two shall only be considered.**
3. The bidder is **not allowed** to make any **alternations** to the **terms & conditions.** For any such alternation the offer of the consultants is **liable for rejection.**
4. If **two or more bidders offer the same percentage** then **selection** of the bidder will be based on their **credentials, performance experience in handling similar projects.**
5. The APIIC reserves the **right to reject any bid or all the bids without assigning any reason therefore.**
6. **Conditional bid/ offer will not be accepted.**

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.