

**AGRICULTURAL MARKETING DEPARTMENT
GOVERNMENT OF ANDHRA PRADESH**



**REQUEST FOR PROPOSAL
FOR
SELECTION OF THIRD PARTY QUALITY CONTROL
AGENCY(TPQCA) FOR ALL ENGINEERING WORKS
IN AGRICULTURAL MARKETING DEPARTMENT**

**Mode of selection: QCBS
(Quality- and Cost-Based Selection)**

**OFFICE OF THE COMMISSIONER & DIRECTOR OF
AGRL.MARKETING, GOVERNMENT OF ANDHRA PRADESH,
CHUTTUGUNTA, OLD MIRCHI YARD, GUNTUR-522004.**

REQUEST FOR PROPOSAL (RFP)**RFP NOTICE No. SE(AM)AP/GNT/18/2020-21, Dt:16-3-2021**

Agril. Marketing Department, Government of Andhra Pradesh invites Request For Proposal from the registered firms through e-procurement, for selection of consultant for third party Quality Control Agency.

Interested firms may submit the RFP on or before **7-4-2021** (Proposal due date)

All other details including any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., will be intimated through the email addresses provided by the consultants.

For further details and queries please contact
e-mail: seamapse@gmail.com and at
Ph:9182361156, 9182361199, 9866372402.

Selection of consultant for Selection of Third Party Quality Control Agency (TPQCA) for all Engineering Works in Agricultural Marketing Department in the State of AP.

RFP NOTICE NO. SE(AM)AP/GNT/18/2020-21,DT.16-3-2021

REQUEST FOR PROPOSAL DOCUMENT – DATA SHEET

S No.	Information	Details
1.	Name of the Authority	Agril. Marketing Department, Government of Andhra Pradesh.
2.	Name of the Consultancy Assignment	Selection of Third Party Quality Control Agency (TPQCA) for all Engineering Works in Agricultural Marketing Department in the State of Andhra Pradesh.
3.	Bidding Type	Requested for proposals (RFP)
4.	Tender Currency	Indian Rupee (INR)
5.	Joint Venture/ Consortium	1+1
6.	RFP downloading start date	On 18-03-2021 @ 11.00 A.M
7.	Pre-Proposal Conference (Pre-Bid)	On 25-03-2021 @ 11.00 AM
8.	Reply to the Queries	On or before 26-03-2021
9.	Last date & time fixed for online submission	On 6-4-2021 @ 5.00 PM
10	Last date for submission of Hard copies	On 7-4-2021 @ 5.00 PM
11	Opening of Technical proposals	On 8-4-2021 @ 11.00 AM onwards
10.	Date & time for financial Proposal opening of qualified bidders	9-4-2021 @ 11.00 AM
11.	Processing Fee (Non-Refundable)	Rs.20,000/-
12.	Bid Security (Refundable)	Shall be paid infavour of Superintending Engineer(AM) in the shape of Demand Draft for Rs.5,00,000 from any Nationalized Bank
14.	Mode of selection	QCBS (70:30)
15.	Validity of Proposal	The Proposal shall be valid for (90) days from the opening of tenders.

- ***Note : All the hard copies which ever submitted physically to this office shall be invariably uploaded in online, otherwise the proposals will be summarily rejected.***

Acknowledgement:

This document shall be submitted duly signed on each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that it will use this document only for the sole purpose of participating in the proposal process for the **Selection of consultant for third party Quality control agency for Construction of Scientific Godowns as Multi Purpose Facilitation Centers (MPFC) at Rythu Bharosa Kendrams in various districts in the state of Andhra Pradesh.**

This document must not be passed to any third party except for professional advisers assisting with this proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the Authority.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority 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. The Authority 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 the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

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SECTION 1
INTRODUCTION

I. Introduction Background

The Government of Andhra Pradesh desirous to bring the trading of the Agriculture products at the threshold of rural farming community by constructing Godowns nearly 5000 Nos. across the Andhra Pradesh for facilitating the rural population for procuring their commodities in phased manner in the spread over period of two years.

Accordingly the Agril. Marketing Department, Government of Andhra Pradesh, invites Request for Proposals for Appointment of Third Party Quality Control Agency (TPQCA) for all Engineering Works i.e., for “Construction of Scientific Godowns as Multi Purpose Facilitation Centers (MPFC) at Rythu Bharosa Kendrams” across the state of Andhra Pradesh at division level i.e., Vizag, Vijayawada, Guntur and Kadapa in 13 Districts.

Purpose

Assist project execution team at APAMD in maintaining the quality standards of the civil works by conducting independent assessment of the quality and quantity of construction materials and construction works taken up under NABARD assistance program in Phased manner.

Certify the quality and quantity of recorded works and materials used for construction and provide necessary guidance and support to improvements for proper timely completion.

The consultant shall setup a quality control system with the help of prescribed testing norms laid through a competent team of appropriate technical personnel.

The consultancy engaged shall be responsible to check the measurements recorded by the vendors, assessing quality and quantity of basic input materials, workmanship and final product by conducting appropriate tests (both field & laboratory).

The TPQCA shall deploy the professionals & sub ordinates as per the staffing pattern at Division level and shall issue report of completed works.

Pre-construction, during-construction and post-construction inspections, the consultant shall highlight the problem are if any, and suggest steps/solution for the same to achieve the desired target of quality and quantity.

Eligibility criteria

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

- a) Firm / Organization Should be registered any State govt / Govt of India / Multi National Companies having valid registration in India.
- b) Firm / Organization Should have EPF, ESI, GST & Professional Tax registration.

- c) Consultancy firms should be in existence at least for the last 5 years in the field of Consultancy for Civil Engineering Works.
- d) The bidder should have average turn over 50.00 Crores during the last 5 financial years. The tenderer should submit latest audit balance sheet duly certified by the chartered accountant.
- e) The applicant shall enclose with its Proposal, a Proposal Processing Fee as specified in the Data Sheet.
- f) The applicant shall enclose with its Proposal, a Bid Security as specified in the Data Sheet.
- g) The Applicant shall submit a Power of Attorney as per the format provided, such Power of Attorney would not be required if the Proposal is signed by an authorized partner of the Applicant, in case the Applicant is a partnership firm or Limited Liability Partnership.
- h) Work Orders/ LoA's / Experience certificates / Agreements etc are should be attested not below the rank of Executive Engineer of any state govt. / Central govt. or to be notarized by public notary.

Communications

Submission of hard copies (1 original + 2 copies) of proposal containing the relevant documents like viz., Registration, processing fee, bid security and power of attorney and other forms as envisaged therein on or before 7-4-2021 @5.00 PM.

The Superintending Engineer (AM), O/o. Commissioner & Director of Agril.Marketing,
Old Mirch Yard, Chuttugunta, Guntur – 522004.

The Consultants are advised in their own interest to ensure that completed Proposal(s) are submitted well before the date stipulated in the document.

The details including this RFP document, any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., in respect of this notification will be intimated by e-mail and will not be published in Newspapers.

SECTION 2
INSTRUCTION TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

2a) GENERAL

The Scope of the Third Party Quality Control Agency Services is to assist the Authority to ensure Quality Assurance, Quality Control and quantity certification for Civil works till the successful completion, commissioning and handing over to the Authority by the Contractor(s) as "Authority's Engineer"

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 possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the selection process individually (the "Sole Firm"). The term applicant (the "Applicant") means the Sole Firm, as the case may be. The manner in which the Proposals required to be submitted, evaluated and accepted is explained in this RFP.

As the overall scope comprises of multiple sites that are distributed/ spread over across the state, it is imperative that adequate management control and oversight is provided by the successful Applicant to quality control, quality assurance and quantity certificates activities and expedite the work going forward. The successful Applicant shall jointly work in an integrated manner with the division team and their representatives or nominated officials at the district details as follows:

PHASE –I (Indicative)

SI no	District Name	Godown capacity in MTs (including Drying Platform)					Grand Total	Estimated Cost in Rs. Crores
		500	1000	5000	10000	20000		
1	Srikakulam	33	1	--	--	--	34	12.20
2	Vizianagaram	47	2	--	--	--	49	17.75
3	Visakhapatnam	9	--	--	--	--	9	3.15
4	East Godavari	107	15	1	2	--	125	62.35
5	West Godavari	117	4	--	--	--	121	43.55
6	Krishna	171	16	--	--	--	187	70.25
7	Guntur	120	3	--	1	--	124	50.00
8	Prakasam	20	4	--	--	--	24	9.60
9	Nellore	67	5	--	--	--	72	26.70
10	Chittoor	43	--	--	--	1	44	27.10
11	Kadapa	17	1	2	--	--	20	12.65
12	Kurnool	180	95	--	--	--	275	124.75
13	Anantapur	178	--	--	--	--	178	62.30
	Total	1109	146	3	3	1	1262	522.35

Works under Phase-II,III&IV are under approval and tentative/approximate cost of project is about 2000crs.

Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the authority through the Selection Process of 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 the authority decisions are final without any right of appeal whatsoever.

The Applicant shall submit its proposal in the form and manner specified in the RFP. The Proposal shall be submitted in the form(s) at (Technical and Financial Proposal Forms).

2 A 1. Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) as specified below:

Sl.No.	Key Personnel	Qualification
1	Team Leader / Project Manager	Post Graduate Engineer in Civil Engineering with any specialization and with minimum experience of 12 years or Graduate in Civil Engineering with minimum experience of 15 years in Civil engineering & 5 years in Quality Control, Quality Assurance etc.,
2	Dy. Team Leader / Dy. Project Manager	Graduate in Civil Engineering with minimum experience of 10 years in Civil engineering & 5 years in Quality Control, Quality Assurance etc.,

S.No	Non Key Personnel	Qualification
1	Site Engineers	B.E/ B.Tech in Civil Engineering with minimum 5 Years of experience in Civil Engineering & 2 Years in Quality Control, Quality Assurance and Quantity in similar nature of works.
2	Lab Technicians	B.E/ B.Tech/ Diploma in Civil Engineering with minimum 5 Year experience in Civil Engineering & 1 Year Experience in Material Testing / Quality Control.

Other experts/support staff as required for this Project may also be provided by the Applicant to complete the assignment in a time bound manner. The names with qualification and experience details of all the Key Personnel, and other experts as may be proposed by the Applicant shall be indicated as in Technical Proposal formats

Note: Consultants may associate with other firms (Maximum one number) in the form of a joint venture or a consortium to enhance their qualifications/ experience. The eligibility criteria can be met by the joint capabilities of both the Lead Firm and or by any consortium partner.

Acknowledgement by Applicant

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 the Authority;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
- d. acknowledged that it does not have a Conflict of Interest; and

The authority shall not be liable for any omission, mistake or error on the part of the applicant 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 the authority.

DOCUMENTS Contents of the RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment.

Schedules

Schedule- 1. Terms of Reference

Appendices:

Technical Proposal

Form-1: Letter of Proposal

Form-2: Statement of Legal Capacity

Form-3: Power of Attorney for Authorized Signatory

Form-4: Financial Capacity of the applicant

Form-5: Particulars of Key Personnel

Form-6: List of works of Government experience in Project Management which includes project monitoring, project supervision and or third party inspection /supervision consultancy relating to civil infrastructure shall be provided.

Form-7: Curriculum Vitae (CV) of Key Personnel

Form-8: Deployment of Key Personnel

Form-9: Check-list of documents to be submitted along with the Technical Proposal

Financial Proposal

Form-1: Covering Letter for Financial Proposal

Form- 2: Annexure to Financial Proposal

Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority 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 to the e mail address of the applicant.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

PREPARATION AND SUBMISSION OF PROPOSAL

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 in the forms provided in this RFP. 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 shall be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online in the specified forms and are complete in all respects.

The Proposal shall be signed by the authorized signatory of the Applicant. All pages of the Technical Proposal and Financial Proposal shall be numbered and initialed by the person signing the Proposal. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized signatory (the “**Authorized Signatory**”) and scanned before submission as detailed below:

- a) by an authorized partner, in case of a partnership firm and/or a limited liability partner-ship; or
- b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; and

Hard copy of the Power of Attorney certified under the hands of an authorized partner or director of the Applicant and notarized by a notary public in the form specified in RFP or a Board Resolution authorizing the Signatory along with Proposal Processing Fee and Bid Security shall be submitted to the Authority at the designated address in a sealed envelope of this RFP.

Technical Proposal

Applicants shall submit the technical proposal in the formats (the “**Technical Proposal**”) failure to comply with the requirements shall make the proposal liable for rejection.

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

The Authority 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 the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

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 the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit the Bid Security/ Performance Security for inter alia, time, cost and effort of the Authority.

Financial Proposal

Applicants shall submit financial proposal in the formats at (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, only in Indian Rupees, and signed by the Applicant’s Authorized Signatory. In the event of any difference between figures and words, the proposal is deemed to be rejected / disqualified.

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

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travel expenses, food expenses, equipment, material testing, printing of documents, 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.

- b) The Financial Proposal shall take into account all expenses and tax liabilities (including Goods and Services Tax) as per Applicable Laws.
- c) Costs shall be expressed in INR only.

Submission of Proposal

The applicant shall submit their offer under two bid process i.e. technical proposal forms (1 original + 2 copies) and financial Forms (1 original) in e-procurement same as submit the both technical proposal & Financial proposals in a sealed covers addressed to the Superintending Engineer (AM) office of the commissioner and director of Marketing, Near Rythu bazar Chuttugunta, Guntur-522004

Late Proposals

Proposals received after the scheduled time will not be accepted by the Authority under any circumstances. Authority will not be responsible for any delay due to postal service or any other means.

Modification/ substitution/ withdrawal of Proposals

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bids will be modified after the deadline for submission of bids.

Bid Security

The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 5,00,000/- (Rupees Five lakhs Only) in the form of Demand Draft. In the event that the Selected Applicant's commences the assignment as required, the Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement for the Consultancy in accordance with the provisions thereof.

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

valuation Process

The Authority shall open the Proposals, at the time specified in RFP of invitation for proposal. The Proposal" shall be opened on the date specified in RFP.

Applicants are advised that Selection will be entirely at the discretion of the authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of Selection Process or Selection.

Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

Aside of the conditions that are specified in the RFP, the Authority would consider as part of Selection Process of the Consultant, quality of the services offered by the Applicant, the ability to deliver the services as per RFP past experience of the Applicant, the time which will be taken to deliver the services, etc.

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 Selection Process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 is to enforce or assert any right or privilege of the statutory entity and/or the Authority as may be required by law or in connection with any legal process.

APPOINTMENT OF CONSULTANT NEGOTIATIONS

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall be for reducing the price of the Proposal, re-confirming the obligations of the Consultant under this RFP, Issues such as deployment of Key Personnel, understanding of the RFP. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the Applicant in Reserve as the Selected Applicant and invite it for negotiations.

The Authority will examine the CVs or conduct the interview of all Key Personnel and those not found suitable shall have to be replaced by the Applicant to the satisfaction of the Authority.

Substitution of Key-Personnel

The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel. Substitution will, however, be permitted if any of the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority

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. In case of the Key Personnel, upon TPQCA request for substitution, the Authority at its discretion may approve substitution of key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (One) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

Award of Consultancy

After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 3 (Three) days of the receipt of the LoA, sign and return the duplicate copy (by email) 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, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant on account of failure of the Selected Applicant to acknowledge the LoA, and the Applicant in Reserve may be considered.

Execution of Agreement

Authority shall prepare the Agreement. After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 7 (Seven) days.

One copy of the Agreement duly signed by the Authority and the Consultant through their authorized signatories will be supplied by the Authority to the Consultant.

SECTION 3
CRITERIA FOR EVALUATION

Evaluation of Technical Proposals

The Technical Proposal will be evaluated on the basis of Applicant's experience.

The scoring criteria to be used for evaluation shall be as follows:

Group No	Parameter	Maximum Marks
1	Relevant Experience of the Consultant's Firm	60
2	Financial Strength of the Consultant's Firm in last 3 years in India	20
3	Consulting Capacity	20
	Total	100

Group No	Parameter	Maximum Marks	Criteria
1 (a)	Experience in Project Management which includes project monitoring, project supervision or thirdparty inspection / supervision consultancy relating to civil infrastructure	40	Experience of the firm <ul style="list-style-type: none"> <input type="checkbox"/> More than 10 Years – 35 Marks <input type="checkbox"/> 5 to 10 Year of experience – 30 Marks <input type="checkbox"/> 5 years of experience – 20 Marks <input type="checkbox"/> Experience in spread over works (morethan 4 districts) - 5 Marks
1(b)	Relevant experience of the key personnel	20	<ul style="list-style-type: none"> ➤ <u>Project Manager (Clause 2 a 1)</u> ➤ Specified Experience - 5 Marks ➤ More than specified - 10 Marks ➤ <u>Deputy Project Manager (Clause 2 a 1)</u> ➤ Specified Experience - 2 Marks - 2.5 Marks
2	Experience in PMU/ TPQA/ TPI services with each of the activities period lasting for a minimum 6 months	20	<ul style="list-style-type: none"> • More than five Projects – 20 Marks • 2 to 5 projects – 15 Marks • 2 projects – 10 Marks
3	Annual Turnover in last 5 years	20	Average annual turnover <ul style="list-style-type: none"> • Above 100.00 Crore – 20 Marks • >50 Cr to 100 Cr – 15 Marks • Up to 50 Cr – 10 Marks
	TOTAL	100	

Total points for the three criteria: 100

Evaluation of Financial Proposal

Note :- The consultant who get 70 marks in technical evaluation are only eligible for financial opening.

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

$$S_F = 100 \times (F_M/F)$$

(F = Amount of Financial Proposal quoted by other consultant)
Combined and final evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and Tw and Fw are weightages assigned to Technical Proposal and Financial Proposal shall be **0.70** and **0.30** respectively

Example: if in response to this RFP, three proposals, A, B & C were received and the Bid Evaluation Committee awarded them 75, 80 and 85 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.100, 120 & 130 respectively, then the following points for financial proposals may be given:

$$S_F = 100 \times (F_M/F)$$

$$\underline{\mathbf{A:}} \quad S_F = 100 \times (100/100) = 100$$

$$\underline{\mathbf{B:}} \quad S_F = 100 \times (100/120) = 83.33$$

$$\underline{\mathbf{C:}} \quad S_F = 100 \times (100/130) = 76.92$$

Combined technical (ST) and financial (SF) scores as follows

$$S = S_T \times T_w + S_F \times F_w$$

$$\underline{\mathbf{A:}} \quad S = 75 \times 0.7 + 100 \times 0.3 = \mathbf{82.500}$$

$$\underline{\mathbf{B:}} \quad S = 80 \times 0.7 + 83.33 \times 0.3 = \mathbf{80.999}$$

$$\underline{\mathbf{C:}} \quad S = 85 \times 0.7 + 76.92 \times 0.3 = \mathbf{82.576 \text{ (H1)}}$$

Proposal C would be considered the **H1** and would be recommended for negotiations, if considered necessary for approval.

Where S is the combined score, and Tw and Fw are weightages assigned to Technical Proposal and Financial Proposal shall be **0.70** and **0.30** respectively.

SCHEDULE-1
TERMS OF REFERENCE (TOR)

SCHEDULE-1: TERMS OF REFERENCE (TOR)

NAME OF THE ACTIVITY : SELECTION OF THIRD PARTY QUALITY CONTROL AGENCY (TPQCA) FOR ALL ENGINEERING WORKS IN AGRICULTURAL MARKETING DEPARTMENT.

TERMS OF REFERENCE

Name of the Activity:- Selection of Third Party Quality Control Agency (TPQCA) for all Engineering Works in Agricultural Marketing Department.

1. Objective

The main objective of this assignment is to obtain independent assessment of the quality and quantity, certification of all construction civil works including Mechanical works executed by Contractors.

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

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

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

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

TPQCA shall carry out testing at random (both field& laboratory) of materials used in construction work, workmanship and final product of construction work

2. Scope of Work Project Inception:

1. At this stage the consultant shall conduct a preliminary review of standard contract documents, drawings, specifications, materials reports and status of the work for the current contracts to obtain understanding of the scope and complexities of the assignment.
2. The consultant will also have discussions with the key stakeholders at APAMD to understand implementation status, the various manuals and guidelines prepared for the project, specific concerns of APAMD Execution team (if any) and the nature and frequency of various field tests to be performed on civil works and reporting arrangements to the EEs/DEEs concerned .
3. After the initial study and discussions, the Consultant will prepare and submit a Project Inception Report, within 15 days of issue of work order. The inspection report would include items like:

- a) Detailed work plan for execution of the audit, including the various tests that will be conducted.
- b) Reporting formats including schedule of reporting and verification of compliance to observations.

Project Execution Plan.

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

- If works found inferior the amount shall be recovered from Bid Security besides initiating block listing.

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

The TPQCA shall conduct the tests / checks / sampling of materials and work as per relevant IS/ IRC Standards without fail.

The Services, duties & responsibilities will include the following:

- a) To verify that all works should be executed as per the approved designs, drawings and contract documents.
- b) The TPQCA will act to ensure all steps for effective and smooth execution of projects as per the guidelines and specifications with due instructions from Agrl. Marketing Department.
- c) To ensure that the construction works are in accordance with the technical specifications, Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor, incompliance with the above stipulations particularly, in relation to contractor's construction equipment and other resource deployment.
- d) To conduct special tests of materials i.e., sand, cement, steel and bricks etc., before commence of the work, order removal and substitution of improper materials and/ or works as required.
- e) To supervise and check the operations, quality control and quantity of the works carried out under Contract.
- f) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successful supervision of all construction activities in accordance with the terms of the works contract with approval.

- g) The consultant should conduct tests before execution (On procurement of materials by contractor) during execution, post execution and certify the quantity and measurements.
- h) In respect of materials (including fabrication materials) to be procured the consultant shall visit the factory along with the departmental authorities to authenticate the tests conducted and the results shall be incorporated in the inspection report.
- i) The consultant shall act for casting cubes during the concreting work of pavements. On completion of the work, core tests shall be conducted invariably (irrespective of the outcome of cube test results) to assess the strength, thickness and density of pavements.
- j) The consultant shall develop and follow the computerized reporting and record management system and shall obtain prior approval of the same from Client/Agri. Marketing Department.
- k) The consultant shall educate the field Engineers as well as contractors regarding good construction practices for maintaining the quality of the work. The department field Engineers concerned will ensure that the copies of agreement /detailed drawings are made available to the consultant.
- l) The consultant shall furnish work wise inspection report of each visit with all details, high lighting problem area and its solution etc. to the concerned Executive Engineer. The consultant shall be responsible for bringing out in writing, to the notice of concerned Executive Engineer/Dy.EE. **Any instances of deviations from accepted quality of construction materials, workmanship and general quality of works at appropriate stages of construction /renovation.**
- m) The consultant shall submit weekly reports of their observations and inspections, highlighting the progress of the work to the concerned Executive Engineer (AM). The major defects/short comings/deviations observed during the visits shall be notified immediately to the concerned Executive Engineer and see that the works should be completed within the stipulated time.
- n) The consultant shall communicate tentative inspection schedule to the concerned Executive Engineer (AM) whenever the core cutting is planned.
- o) The consultant shall also communicate the schedule of lab testing of all materials including Reinforcement, Concrete Cubes, Concrete Cores etc., well in advance to the concerned Executive Engineer (AM), through electronic mail or SMS to enable them to witness the tests at random.
- p) **The consultant shall bring to the notice of concerned Executive Engineer (AM), immediately, if any work is found being executed with change of specifications and / or change of site without approval of competent authority.** If in his opinion it is found necessary to change specifications or modified e-sign, the same shall be brought to the notice of concerned Executive Engineer (AM).

q) A consolidated monthly statement showing the dates of visit i.e., 1st visit, 2nd visit, and 3rd visit and so on for all the sites shall be submitted to the Superintending Engineer (AM) and concerned Executive Engineer.

r) After the work is completed consultant shall issue final quality control report and quantity certification after due verification of various items of work. The final report shall consist of action taken report of site Engineers if any on the earlier reports, lab and field test results on the finished products and general comments on overall quality of work based on visual inspection.

s) Reports of material testing should be provided by 3rd party consultant to concern & Executive Engineer (AM) with a copy to the Superintending Engineer (AM).

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

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

3. Quality Checks

The tasks of the TPQCA people areas detailed below,

- a. Carry out pre-Construction Quality checks for all materials as per the relevant codes.
- b. Carry out Quality checks during the Construction/progress of works.
- c. Carry out Quality checks after construction (Post Construction checks)
- d. Quality checks (Pre, during and post construction) to be conducted as per relevant codes.
- e. Quantity certification should submit as specified above.

The role of Quality Control consultant shall be conducting detailed checks of activities of construction right from the starting stage to the finishing stage. This would involve collection of samples

and arrange testing. The consultant would be reporting to the Client through its reports.

All the tests and quality inspections would be conducted as per the laid down specifications. Field staff with required mobile testing equipment for onsite inspections including random checks of the works.

Team leader/Project Manager to submit all reports to Superintending Engineer (AM), O/o. Commissioner & Director of Agril. Marketing, Guntur.

In addition, the consultant needs to check the manufactures test certificates for the materials like steel, cement, accessories, etc. The contractor will have to provide these certificates, to the consultants at the time of inspection.

5. Schedule for Completion of Assignment

The time schedule for completion of job is **Two years** from the date of signing the assignment contract.

Team Composition and estimated man month inputs

The consultant's team shall be organized as follows:

Sl. No.	Position	No.	Man-months	Total Man-months
KEY PROFESSIONAL STAFF				
1	Project Manager (Team Leader)	1	24	24
2	Deputy Project Manager (One for each division)	4	22	88
NON KEY PROFESSIONAL STAFF				
3	Site Engineer – (Two for each district)	26	20	520
4	Lab Technicians (One for each division)	4	20	80

The client reserve the right either to increase or to decrease the staff based on the progress of work.

The team mobilization plan and actual man-months could be finalized by the client after discussion with vendors/consultant according to the work load.

The TPQCA team shall establish one office in each division at a convenient location.

Data and services to be provided by the client

The Consultant will be provided access to all such information as is necessary to plan and execute the assignment. It shall include:

- I. The works sites, Laboratories in District and all factory sites as approved by the Agril.

Marketing Department, (Engineering Wing)

- II. Contract documents including special specifications if any.
- III. Access to web sites, and support of the Agril. Marketing Department, (Engineering Wing).

Review and monitoring consultant's work:

1. Consultant's performance and quality of work will be continuously reviewed by a Committee set up as below at Agril. Marketing Department, (Engineering Wing).
2. There would be formal review, monthly/annually by a Committee set up as below at APAMD. Unsatisfactory performance will invite action including pre closure of contract in accordance with the contract provisions.

Chairman	-	Superintending Engineer (AM)
Member Convener (HOD)	-	Dy. Executive Engineer (AM),
Member	-	One EE from any Division.

Indicative test requirements:

An indicative list of tests on material and workmanship is listed here, which is to provide guidance to the Consultant. This list is not exhaustive and all the necessary tests on materials in accordance with contract documents, relevant specifications and good engineering practices need to be carried out to meet the objective of quality inspection which is to ensure that the works are carried out in conformity with required standards and specifications.

Quality monitoring during construction of Godowns

- Quality of all Materials
 - Visual and dimensional check
 - Review of material test certificates
 - Review of Factory test certificates as per the relevant Indian Standard specifications.
- I. Test report of the materials used for construction;
 - II. Quality control measures adopted at the time of construction in the field;
 - III. Quantity certification and quality of works executed as per the bill for payment claimed.

Reinforced concrete of all structures

The relevant tests are included in the standard specifications; they shall include but not be limited to the following:

Tests for cement and aggregates

Cement	<ol style="list-style-type: none">1. Consistency test.2. Initial and final setting time test.3. Compressive strength test.4. Soundness test.5. Fineness test.
Coarse Aggregate	<ol style="list-style-type: none">1. Sieve analysis test and grading.2. Bulk density test.3. Flakiness index test.4. Water absorption test.6. Aggregate impact value test.7. Abrasion resistance test.8. Crushing value test.9. Specific gravity.10. Aggregate crushing value
Fine Aggregate	<ol style="list-style-type: none">1. Sieve analysis test.2. Silt content test.3. Specific gravity.4. Uniformity co-efficient.5. Effective size Percentage of impurities.6. Loss on ignition.7. Acid Solubility.8. Bulkage of sand
Test for water	<ol style="list-style-type: none">1. Suitability for use in concrete e.g. pH etc
Concrete	<ol style="list-style-type: none">1. Cube Test.2. Slump test3. Core test

Reinforcing Steel

1. Tensile test- 0.2% proof stress.
2. Bend test ultimate strength and % of elongation.
3. Re-bend test.

Tests for Reinforced Concrete Members

1. Rebound hammer test in certain cases, extraction of cores shall be carried out.

Mechanical Work:

1. Quality of materials
2. Witnessing the performance

(As a whole all the materials as per contract document of construction contractor shall come under TPQCA)

Duration

The Period of Consultancy and Contract Period will be up to 24 months from the date of signing of the Agreement and shall be extended further as per the requirement with mutual agreement. However, the contract shall be reviewed every 24 months and shall be renewed subject to satisfactory performance. Agril. Marketing Department reserves the right to extend the contract further or terminate early without assigning any reason whatsoever. The discharge certificate shall be issued by the Authority to the Consultant only on satisfactory completion of services and provision of required support.

Logistics/ Touring requirement

The State and Division Offices for the Consultancy Services has to be established at a place nearest to the Client Office. The monthly rental and other items like office Stationery, Computers, Printers, other IT equipment's, local conveyance etc., should be arranged by Agency themselves. The expenses towards field visits, accommodation, etc. shall be borne by the consultant. The Client will provide for necessary intervention required for completion of task in a time bound manner.

Deliverables

The CONSULTANT will submit the following periodic reports in the desired number of copies (also in electronic copies) in order to cover all the required aspects:

a) Inception Report:

To be submitted within three (3) weeks of the commencement of services. The report will be based on work and staffing schedules agreed during contract negotiations, will include the Consultants detailed work program.

b) Inspection Reports:

Works Inspected shall be submitted within 3 days of Inspection.

c) Consolidated Weekly report on the TPQCA activities:

Within 3 days after the week.

d) Monthly Progress Report:

To be submitted by the tenth day of the following month to summarize the activity wise work (including meetings with various stakeholders) performed during the reported period.

e) Quarterly Reports on the activities carried out shall be submitted to the client. In case the consultant finds that their suggestions for improving the quality, reducing the time overrun etc. are being over ruled, such instances should also be included in this report.

f) Annual Report: On all the activities carried out by the agency

g) Special Reports: Special Reports shall be prepared periodically covering:

h) List of major short comings;

i) On any other issue as per the scope of works, if required by client.

j) Activity Completion Report: To be submitted upon completion of the service.

Institutional and organizational arrangement:

a) The SPMU (State Project Monitoring Unit) and DPMUs (Division Project Monitoring Unit) will coordinate and monitor the activities of Consultant on the directions of the Authority.

b) Chain of Command for reporting will be as follows:

Superintending Engineer / Executive Engineers / Deputy Executive Engineers in the state.

Schedule of Payment

A. 90% of the payment will be paid for every work and balance 10% will be paid only after completion of 2-year liability period for time specified in the work agreement subject to condition that no adverse remarks observed by Government organizations / departments like V & E, ACB etc, during their inspection.

Note:

1. In the event that the entire team is not deployed for the provision of TPQCA Services in any

given month, the monthly fee payable to Consultant shall be calculated based on the man-day rates and the number of days for which each personnel is deployment for the provision of Services in that month. The Client shall have the right to apply liquidated damages and penalties for the days of non- deployment of personnel.

2. The expenses for travel, conveyance, boarding and lodging etc., are included in the consultancy fee. No additional charges shall be payable by the Client on this account.

Period of Consultancy and Contract Period

The Period of Consultancy and Contract Period will be up to 24 months from the date of signing of the Agreement. The discharge certificate shall be issued by the Authority to the Consultant only on satisfactory completion of services and provision of required support.

TECHNICAL FORMS

TECHNICAL PROPOSAL FORMS**Form-1: Letter of Proposal** (On Applicant's letter head)

To,
Superintending Engineer (AM), O/o. Commissioner & Director of Agril. Marketing,
Chuttugunta, Old Mirchi Yard, Guntur.

SUB: Selection of Third Party Quality Control Agency (TPQCA) for all Engineering Works in
Agricultural Marketing Department.

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Third Party Inspection (TPI). The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I 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.
7. I declare that:
 - a) I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I 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, 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
 - c) I 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.

8. I 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.

9. I/We declare that we are applying for Selection as a Consultant.

10. I 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 relate to a grave offence that outrages the moral sense of the community.

11. I 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.

12. I certify that 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 or 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 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.

13. I 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.

14. I 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 [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.

15. The non-refundable Proposal Processing Fee of ***** (Rupees *****) in the form of a Demand Draft is also attached, in accordance with the RFP document.

16. The Bid Security of ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document.

17. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

18. I agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.

19. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and

documents is attached herewith in Form-4.

20. In the event of my/our Firm being selected as the Consultant, I 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.

21. I 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.

22. The Proposal is being submitted in a sealed cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.

23. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorized
signatory)
(Name and seal of the Applicant)

Form-2: Statement of Legal Capacity

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

Ref. Date:

To,
Superintending Engineer (AM), O/o. Commissioner & Director of Agril. Marketing,
Chuttugunta, Old Mirchi Yard, Guntur.

SUB: Selection of Third Party Quality Control Agency (TPQCA) for all Engineering Works in
Agricultural Marketing Department.

Dear Sir,

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert individual's name) will act as our Authorized Signatory/ will act as the Authorized Signatory of the firm 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 authorized signatory)

For and on behalf of.....

Form-3: Power of Attorney for Authorized Signatory
(ON Rs.100/- Non Judicial Stamp paper)

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 us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Signatory”) 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 Consultant for Third Party Inspection (TPQCA) for Construction of Scientific Godowns as Multi Purpose Facilitation Centers (MPFC) at Rythu Bharosa Kendrams”of AndhraPradesh. Including but not limited to signing and submission of all Applications/Forms, proposals and other documents and writings, participating in pre-bid and other conferences andproviding 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 Authorized Signatory and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

Signature, name, designation and address)Witnesses:

- 1.
- 2.

Notarized

Accepted.....(Signature, name, designationand address of the Attorney)

The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same shall be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be executed on a non-judicial stamp paper of Rs.100 (one hundred) and duly notarized by a notary public.

Wherever required, the Applicant shall 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, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form-4: Financial Capacity of the Applicant

Certificate issued by the Chartered Accountant shall be provided here

Form-5: Particulars of Key Personnel

S. No	Position of Key Personnel	Name	EducationalQualification	Length of Professional Experience in years

Form-6: Abstract of projects of the Applicant for Eligibility

Note: The information shall be filled as per the details provided in the agreement/completion certificate/authentic supporting document

S NO	Name of the work	Consul tancy Duration	Type of work (Supervision / PMC/TPI/ QA/QC	Date of Comm encement of work	Date of closure or fixed for completion	Spread over works more than 4 districts	Supporting documents enclosed (Agreement/ Completion certificate/ empanelment order etc)	Page No of work in document

Form-7: Curriculum Vitae (CV) of Key Personnel

1	Proposed Position	
2	Name	
3	Date of Birth	
4	Nationality	
5	Education (The years in which various qualifications were obtained must be stated)	
6	Other Training	
7	Languages and Degrees of Proficiency	
8	Membership of Professional Societies	
9	Countries/State of work Experience	
10	Employment Record	(Starting with present position. List in reversed order employment held)
	Dates	From To
	Employer	
	Position Held and Description of Duties	
11	Detailed Tasks Assigned (List of tasks one by one and support each task by project experience on the right-hand side)	Work undertaken which best illustrates capability to handle the tasks pertaining to the proposed position
		(List project names, locations, years, positions held, i.e. supervision engineer, site inspector, etc. with exact duties rendered and time spent on each project)
12	Certification	I, the undersigned, certify that, to the best of my knowledge and belief, this bio-data correctly describe myself, my qualifications and my experience.

Notes:

1. Use separate form for each Key Personnel
2. CV shall be signed by both the Personnel concerned and by the Authorized Signatory of the Applicant firm.

Form-8: Deployment of Key Personnel

Provide the names of the key-professional staff according to 2 A 1 being deployed

Form-9: Checklist of documents to be submitted along with the Technical Proposal

S. No.	Document	Page number in the document	Confirmation of submission (Y/N)
1.	Form-1		
2.	Form 2		
3.	Form 3		
4.	Form 4		
5.	Form 5		
6.	Form 6		
7.	Form 7		
8.	Form 8		

FINANCIAL PROPOSAL FORM**Form -1: Covering Letter for Financial Proposal**

(On Applicant's letter head)

(Date and Reference)

**To,
Superintending Engineer (AM),
O/o. Commissioner & Director of
Agril. Marketing,
Chuttugunta,
Old Mirchi Yard,
Guntur-522004.**

Sub:- Request for Proposal (RFP) for selection of Consultant for Third Party Inspection (TQPCA) for Construction of Scientific Godowns as Multi Purpose Facilitation Centers (MPFC) at Rythu Bharosa Kendrams in the State of Andhra Pradesh”

Dear Sir,

I/ We,..... (Applicant's name) herewith enclose the Financial Proposal for selection of my firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

I/We submit the Financial Proposal as attached herewith as Form-2. We understand the final Financial Proposal will be discovered through tender cum reverse auction process on the e-Procurement portal.

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.

Request for Proposal (RFP) for selection of Consultant for Third Party Inspection (TQPCA) for Construction of Scientific Godowns as Multi Purpose Facilitation Centers (MPFC) at Rythu Bharosa Kendrams in the State of Andhra Pradesh”

Form-2: Annexure to Financial Proposal

Project Name:

FIN 2:- ABSTRACT		
Sl. No.	Description	Total (INR)
1	2	3
A	Form FIN 3. BREAK DOWN OF REMUNERATION	
B	Form FIN-4 Break Down of Reimbursable Expenses.	
	TOTAL	
	GST @ 18%	
	GRAND TOTAL	

FIN 3. BREAK DOWN OF REMUNERATION

Sl. No.	Position	Number of Positions	Man-Months	Unit Rate per month	Total Cost (INR)
1	2	3	4	5	6
1	Project Manager / Team Leader	1	24		
2	Deputy Project Manager / Dy. TL	4	22		
3	Site Engineers 2 for Each District	26	20		
4	Lab technicians	4	20		
	TOTAL				

Form FIN- 4 Break Down of Reimbursable Expenses.

Sl. No.	Description	Unit	Number	Number of Days per Month	Man- Months	Unit Rate	Total Cost(INR)
1	2	3	4	5	6	7	8
1	Per diem allowances						
	a) Project Manger and DPMs	Day					
	b) Other Staff	Day					
2	Miscellaneous Travel expenses						
	a) Project Manager &DPMs						
	b) Other Staff						
3	One Time Establishment Charges						
	For Office						
	Monthly Fixed Costs						
4	Communication costs	Month					
5	Drafting, reproduction of reports	Month					
6	Rental for use of computers & software for staff Members	Month					
7	Local Transportation costs for Vehicles (Cars)	Month					
8	Office Rent, Clerical Assistance, Running Expenses for offices	Month					
	TOTAL						

Note:

1. No escalation on any account will be payable on the above amounts during the currency of the agreement.
2. The technical personnel mentioned in the RFP are minimum. The consultant is responsible to carry out the assignment as per ToR by deploying the required personnel as per the consultancy fee finalized.
3. *The consultant should engage the key personals according to the work load after discussions with the client.*
4. The basic cost of services quoted shall be inclusive of all taxes (Including Goods and Services Tax), incidentals, out of pocket expenses/overheads including travel expenses, boarding/lodging expenses, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, sundries and inclusive of all other items required to carry out the assignment by the Consultant .
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
6. Any other charges not shown here are considered to have been included in the above costs.
7. The applicable Goods and Services Tax will be paid by authority administering this consultancy assignment as per the bills submitted by the consultant.
8. The payments shall be made to the Consultant after approval of the deliverables. Technical and Tender Committee meetings will be convened periodically as per the progress of works to approve/ratify deliverables/invoices.
9. Wherever required by applicable laws, Authority Administering this consultancy assignment shall deduct taxes at source, from the amounts payable, and shall provide to the Consultant the appropriate tax deduction certificate evidencing payment of such taxes.
10. In case Authority administering this consultancy assignment decides to abandon the Project for any reason, the payment of the consultant shall be restricted up to the Stage the services have actually been provided by the Consultant. Fee structure and payment terms shall remain strictly as indicated above.

I agree that this offer will be subject to the Terms & Conditions mentioned in the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

SCHEDULE - 2
DRAFT FORM OF AGREEMENT

**DRAFT FORM OF AGREEMENT FOR
SELECTION OF THIRD PARTY QUALITY CONTROL AGENCY
(TPQCA)
FOR ALL ENGINEERING WORKS IN AGRICULTURAL MARKETING
DEPARTMENT**

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AGREEMENT

Selection of Third Party Quality Control Agency (TPQCA) for all Engineering Works in Agricultural Marketing Department.

This AGREEMENT (herein after called the “**Agreement**”) is made on the..... day of the month of.....20...., between, on the one hand, the..... (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

- (A) The Andhra Pradesh State Agriculture Marketing department (“**Authority**”) vide its Request for Proposal for Selection of **Third Party Quality Control Agency** (hereinafter called the “**Consultant**”) for providing Third party Inspection services to Construction of Scientific Godowns as Multi Purpose Facilitation Centers (MPFC)at Rythu Bharosa Kendrams” (hereinafter called the “**Project**”) in The State Of Andhra Pradesh.
- (B) the Consultant submitted its Proposal for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said Proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid Proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

The following documents along with all addenda issued there to shall be deemed to form and be read and construed as integral parts 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.

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.

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.

Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts of Andhra Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

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.

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.

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 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Guntur / Vijayawada may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

- (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 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Guntur / Vijayawada it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (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 e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

Location

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

Authority of Member-in-charge

Every member of the consultant's team deployed for the assignment under this contract shall have the authority to provide services and also be responsible to the Authority for the quality of services to be provided under this contract.

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials.

The Authority may, from time to time, designate one of its officials as the authority Representative. Unless otherwise notified, the Authority Representative shall be:

Tel:

Mobile:

E-mail:

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:

Mobile:

E-mail:

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.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

Commencement of Services

The Consultant shall commence the Services within a period of 7 (Seven) days from the Effective Date or such other date as may be mutually agreed duly intimating the same to the Authority.

Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period agreed by authority, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Consultant shall stand forfeited.

Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 30 (Thirty) days after the issue of Discharge Certificate by the Authority to the TPQCA; and (ii) the expiry of 24 (Twenty-four) months from the Effective Date (iii) end of extension period. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

Extension of contract

The Authority may extend the time frame of the Agreement with mutually agreed terms and conditions. Subject to approval of authority.

Entire Agreement

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; 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.

Without prejudice to the generality, on matters not covered by this Agreement, the provisions of RFP shall apply.

Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

Force Majeure Definition

- 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) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s 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.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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.

Measures to be taken

- a) 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.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14(Fourteen)days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of

Force Majeure.

Extension of time

Any period within which a Party shall, 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.

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.

Consultation

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 agree on appropriate measures to be taken in the circumstances.

Suspension of Agreement

The Authority 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 its 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 (i) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

Termination of Agreement**By the Authority**

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

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes 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;
- 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) 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
 - g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

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, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant and not subject to dispute 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 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 hereof.

Cessation of rights and obligations

Upon termination of this Agreement, or upon expiration of this Agreement, 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 survive such Termination;
- ii. the obligation of confidentiality;
- iii. Any right or remedy which a Party may have under this Agreement or the Applicable Law.

Cessation of Services

Upon termination of this Agreement by notice of either Party to the other, 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 and equipment and materials furnished by the Authority.

Payment upon Termination

Upon termination of this Agreement pursuant here of, the Authority shall make the following payments to the Consultant after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. remuneration hereof for Services satisfactorily performed prior to the date of Termination;
- ii. Reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's Personnel.

Disputes about Events of Termination

If either Party disputes has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration.

3. OBLIGATIONS OF THE CONSULTANT

General

Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate 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 or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Contractors and other Consultants.

Terms of Reference

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

Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure the Personnel and agents of the Consultant, comply with the Applicable Laws

Prohibition of conflicting activities

Neither the Consultant nor its Personnel 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.

Consultant not to benefit from commissions, discounts, etc.

The fee of the Consultant hereof shall constitute the Consultant's sole fee in connection with this Agreement 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 the Personnel and agents of either of them, similarly shall not receive any such additional fee.

The Consultant and its Personnel shall observe the highest standards of ethics and shall 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, for compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

The following terms shall have the meaning hereinafter respectively assigned to them:

"**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;

- a) "**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;
- b) "**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;

- c) “**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
- d) “**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.

Confidentiality

The Consultant, its 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, 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 and its 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 and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant, and its Personnel;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) 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 and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Consultant and its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant and its Personnel, 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.
- e) Ownership of work products, computer programs and Equipments:- All reports, documents,

correspondence, draft publications, maps, drawings, notes specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and communicated to the Authority in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Client, and will not be made available to the general public at its sole discretion. The Consultant may take copies of such documents but shall not use the same for purpose unrelated to the Services without the prior written approval of the Client.

Liability of the Consultant

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

The Consultant shall be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

The Parties hereto agree that in case of negligence or wilful 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 Agreement Value 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.

This limitation of liability 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 Agreement Value.

Insurance to be taken out by the Consultant

The Consultant shall

- a) for the duration of this Agreement, take out and maintain, and at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take

out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

- d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (Three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

Accounting, inspection and auditing

The Consultant shall

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b) Permit the Authority or its designated representative periodically to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

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) appointing such members of the Personnel as are not listed.
- b) any other action that is specified in this Agreement

Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

Documents prepared by the Consultant to be property of the Authority

All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by 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.

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 or a Third Party shall not use these

Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

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 a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

Equipment and materials furnished by the Authority

Equipment and 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 equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office, if any and to all Personnel during office hours. The Authority's official, who has been authorised 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

Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. 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 reports furnished under this agreement.

4. CONSULTANT'S PERSONNEL

General

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

Deployment of Personnel

The designations, names and the estimated period of engagement of Key Personnel in carrying out the Services by each of the Consultant's Key Personnel of this Agreement. The estimate of Personnel costs and man-month rates are specified in this Agreement Adjustments with respect to the estimated periods

of engagement of Personnel set forth in the aforementioned may be made by the Consultant by written notice to the Authority.

Approval of Personnel

The Key Personnel listed in the Agreement are hereby approved by the Authority. Other Personnel shall be engaged with prior approval of the Authority. If the Consultant hereafter proposes to engage any person as additional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at the RFP. The Authority may approve or reject such proposal within **4 (Four) weeks** of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration

Substitution of Key Personnel

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. In case of Key Personnel, TPQCA may request for substitution, however, such substitution shall be limited to not more than 4 (Four) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor shall take paid sick leave or vacation leave and the Consultant's remuneration be deemed to cover these items. All leave to be allowed to the Key Personnel is excluded from the man-days of service. Any taking of leave by any Personnel for a period exceeding 7 (Seven) days shall be subject to the prior approval of the Authority and the Consultant shall ensure that any absence on leave will not delay the progress and the quality of services.

Team Leader

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.

Addition/mobilization of Personnel

If during execution of the Contract, additional Key Personnel are required to carry out the Services, the Consultant shall submit to the Authority for review and approval a copy of their Curricula Vitae (CVs). If the Authority does not object in writing (stating the reasons for the objection) within twenty-two [22] days from the date of receipt of such CVs, such additional Key Personnel shall be deemed to have been approved by the Authority.

The rate of remuneration payable to such new additional Key Personnel shall be based on the rates for other Key Personnel position which require similar qualifications and experience, unless

otherwise agreed by the Authority.

Removal/demobilization of Personnel

If Client

- a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.
- c) finds that identified Key Personnel are not required to be deployed for the specified duration for delivering the scope of the Consultancy Except as the Authority may otherwise agree,
 - i. the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - ii. the remuneration to be paid for any of the Key Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Key Personnel replaced or removed.

5. OBLIGATIONS OF THE AUTHORITY

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 and Personnel with work permits and such other documents as may be necessary to enable the Consultant or 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.

Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to Project Site 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 (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant.

Changes 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 reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value, then the remuneration and reimbursable expenses 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 aforesaid Agreement Value.

Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant.

6. PAYMENT TO THE CONSULTANT

Cost estimates and Agreement Value

An abstract of the cost of the Services payable to the Consultant is set forth as per payment schedule of the Agreement.

Except as may be otherwise agreed, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is...../- (Rupees only.)

Currency of payment

All payments shall be made in Indian Rupees.

Mode of billing and payment

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 at of this Agreement, subject to the Consultant fulfilling the following conditions:
 - i.) The Authority shall pay to the Consultant, only the undisputed amount. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment.
 - ii.) Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments
- b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days from the date of receipt of duly completed invoices with necessary particulars and supporting documents by the Authority or from the date of receipt of duly revised invoices which have been revised on account of deliberations with the Authority, along with necessary particulars and supporting documents, whichever is later (the “**Due Date**”).
- c) The final payment shall be made only after the final report, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority.
- d) All payments under this Agreement shall be credited to the bank account of the Consultant as may be notified to the Authority by the Consultant.

7. PERFORMANCE SECURITY, LIQUIDATED DAMAGES & PENALTIES

Performance Security

The Consultant shall furnish a Bank Guarantee substantially in the form specified in this Agreement as performance security (the “**Performance Security**”), amounting to **5% (Five per cent)** of the Agreement Value issued by a Nationalized Bank/Scheduled Bank in India. The Performance Security will be retained by Client until the completion of the construction of the Project (Substantiated by Completion Certificate issued to the Contractor). The Consultant shall deliver the Performance Security to Authority at the time of signing the agreement. The Consultant shall ensure that the Performance Security is valid and enforceable until the Consultant has executed and completed the duration of the contract and remedied any defects.

Performance security shall be returned to the agency within 30 days from the date of successful completion of the contract.

Liquidated Damages.

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 5% (Five per cent) of the Agreement Value.

Liquidated Damages for delay

If there is any delay in Consultant’s services, which is conclusively proved is on account of reasons solely attributable to the Consultant, resulting in extension of overall schedule for completion of the project, and then Authority shall be entitled to recover from the Consultant by way of liquidated damages.

- a) The liquidated damages shall be applicable under following circumstances:
 - i.) If the consultant fails to deploy the requisite staff as defined in within thirty days from the effective date of the contract, the Consultant shall be liable to pay Rs. 2500.00 first 30 days thereafter Rs. 5000.00 for next 90 days. If delay in deployment of requisite staff is more than 120 days, then the Consultant shall be liable to pay 0.5% the total cost of the remuneration of the particular position fee for delay of each day subject to a maximum of 5% (Five per cent) of

remuneration of particular position (for delay beyond 120 days).

- ii.) The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract.

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and sound standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. Authority may review, monitor and check the works carried out by the consultant. If such checks disclose that the works carried out by the consultant do not meet the specified requirements, Authority may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall inter-alia promptly re-do such engineering services at no additional cost to Authority. In addition, Authority may impose a penalty limited to 1% of the consultancy fees of the portion affected and without entitlement to payment for further fees in this respect, for the affected portion.

Encashment and appropriation of Performance Guarantee

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant

Penalty for deficiency in Services

In addition to the Liquidated Damages not amounting to penalty, a warning may be issued to the Consultant for any minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy assignment, fulfilment of Consultancy objectives 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

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.

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 shall not give rise to a dispute subject to arbitration.

9. SETTLEMENT OF DISPUTES

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.

Dispute resolution

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. 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.

Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Panel for Conciliation including a Senior Representative from the Authority, a Senior Representative from the Consultant (the Chairman of the Board of Directors of the Consultant or a substitute) and the The Superintending Engineer, Agricultural Marketing Department 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) day 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 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

Arbitration

Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (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 capital of Andhra Pradesh and the language of arbitration proceedings shall be English.

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.

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**:(Signature)

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

SIGNED, SEALED AND DELIVERED

For and on behalf of **Authority**:

(Signature)

(Name)

(Designation)(Address) (Fax No.) (Email)In the presence of:

1.

2.