

# **KAKINADA MUNICIPAL CORPORATION**

ROC. No. 9743/2016-E6,Dt.16-02-2017

## **REQUEST FOR PROPOSAL FROM QUALIFIED AGENCIES**

**Name of the work: Consultancy for preparation of Designs, plans, cost estimates for**  
**“Providing Sewer network and STP at Yetimoga in 13th & 14th Division of Kakinada**  
**Municipal Corporation**

**(TO BE SUBMITTED IN SEALED COVER)**

**Name of the Agency to whom issued:**

**Executive Engineer,  
Municipal Corporation, Kakinada.**

**Issue of Bid Document :**

**Last date and time for receipt of Price Bid : 25-02-2017, 4:00 pm**

**Place of Receipt and Opening of Bids : Commissioner,  
O/o Municipal Corporation, Kakinada  
25-02-2017, 4:30 pm**

**Email: kkd\_mplcorp@yahoo.com,**

**Commissioner,  
Municipal Corporation,  
Kakinada.**

**Website: [www.kakinada.cdma.ap.gov.in](http://www.kakinada.cdma.ap.gov.in)**

**NAME OF WORK:** Consultancy for preparation of Designs, plans, cost estimates for “Providing Sewer network and STP at Yetimoga in 13<sup>th</sup> & 14<sup>th</sup> Division of Kakinada Municipal Corporation.”

## **TECHNICAL BID**

### **1. BRIEF DESCRIPTION OF TASK**

These Terms of Reference are consultancy for preparation of hydraulic designs, structural designs plans, cost estimates “Providing Sewer network and STP at Yetimoga in 13<sup>th</sup> & 14<sup>th</sup> Division of Kakinada Municipal Corporation

The Task comprises the following components:

- a. Survey details are available with the Kakinada Municipal Corporation and will be given to the Successful bidder
- b. Soil investigation and Laboratory Testing
- c. Design Hydraulic and Drawings as per CPHEEO Manuals
- d. Preparation of cost estimates as per latest S O R rates issued by the Government of Andhra Pradesh and Standard Specifications

### **2. BACKGROUND**

It is proposed provide underground Sewer lines and STP at Yetimoga in 13<sup>th</sup> and 14<sup>th</sup> divisions of Kakinada Municipal Corporation in area as pilot..

### **3. OBJECTIVES OF THE TASK**

The goal of the task would be to provide underground Sewer lines and STP at Yetimoga.

### **4. SCOPE OF THE TASK AND DETAILED DESCRIPTION**

Following is the detailed scope of work to be carried out by the consultant.

- a. Survey and Identification of suitable site for STP and Field investigation
- b. Soil investigation and Laboratory Testing
- c. Preparation of cost estimates as per S O R rates issued by the Government of Andhra Pradesh and Standard Specifications

## **5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT AND THE CONSULTANT**

### **5.1 TA management and counterpart staff**

The assignment will be contracted by the KAKINADA MUNICIPAL CORPORATION (KMC). The KMC will ensure the support of their Officials where necessary.

### **5.2 The Client (KAKINADA MUNICIPAL CORPORATION) will provide:**

- The KMC will make available the Executive Engineer/ Deputy Executive Engineer/ Assistant Engineer to liaise with the Consultant to assist with the field work.
- The Engineering Authorities will brief the Consultant on the objectives, design, methodology and programme for the assignment.
- Provide the Consultant with all possible available information.
- The total station survey details are available with department will be spared to the Consultants.

### **5.3 The Consultant will provide:**

In addition to the outputs and deliverables listed,

- All stationery and equipment to carry out the surveys.
- All Project report production and necessary translations.
- Arrange its own office space and office equipments – Computers and software
- Arrange for all transportation and travelling required for the assignment including surveys.
- The Consultant will also work closely with the Departmental Engineering Staff.

## **6. Client's right to accept any Proposal, and to reject any or all Proposals**

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultant.

## 7. Award of Contract Notification

a) Prior to the expiration of the Proposal validity period, the Client shall notify the Successful Consultant, in writing, that its Proposal has been accepted. At the same time,

the Client shall notify all other Consultant of the results of the bidding

b) Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

## 8. Signing of Contract

a) Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract.

b) Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.

c) All formalities of negotiation and signing of contract will be completed within seven (7) days of notification of award.

## 9. FINAL OUTPUTS AND DELIVERABLES

All deliverables **as given below** need to be submitted in English in the copies specified against each Stage in hard and soft copies to KMC, all documents and deliverables shall be the property of the KMC.

**The assignment shall be completed within a period of 30 Days from the date of issue of letter of acceptance.**

Report	Due date from Start Date	No of copies, type & language
Design Sewer Network	To +10 days	
Soil investigation and Laboratory Testing	To +15 days	
Design and Drawings of STP & Network	To +20 days	
Preparation of cost estimates		<b>two copies</b>
submission of approved copies	To + 30 days	

To = Date of issue of Letter of Acceptance

---

Signature of the Applicant

## **10. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANT'S WORK**

A Committee consisting of the representatives from the following officers will be formed to monitor the progress of the assignment and to Review the Outputs of the Consultants by the Kakinada Municipal Corporation:

- a. Commissioner, Kakinada Municipal Corporation
- b. Superintending Engineer, Kakinada Municipal Corporation
- c. Executive Engineer – (Projects), Kakinada Municipal Corporation

## **11. PROCEDURE FOR REVIEW OF PROGRESS, FINAL DRAFT AND FINAL REPORTS**

Before payment under each Phase, the Review Committee will review the outputs of the Consultant at the specified milestones in review meetings, in which the Team Leader of the Consultant shall make presentations of the progress achieved and their outputs covering all the salient aspects in addition to their Reports

The relevant portions at each milestone will be reviewed in detail by the Review Committee.

Necessary modifications shall be made to the outputs by the Consultant as suggested by the Review Committee to its satisfaction.

**SCHEDULE – “A”**

Consultancy Service for preparation of Designs, plans, cost estimates for “Providing Sewer networks and STP at Yetimoga in 13th & 14th Division of Kakinada Municipal Corporation

**1. GENERAL CONDITIONS OF CONTRACT****1. GENERAL PROVISIONS****1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings:

- a. “Applicable Law” means the laws of India and the state of Andhra Pradesh and Kakinada Municipal Corporation, Kakinada.
- b. “Contract” means the Contract signed by the Parties, to which these General conditions of Contract (GC) are attached, together with all the documents listed in Clause I of such signed Contract:
- c. “GC” means these General Conditions of Contract:
- d. “Government” means the Government of India or Government of Andhra Pradesh as appropriate to the context;
- e. “Local currency” means India Rupees;
- f. “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- g. “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- h. “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- i. “Services” means the work to be performed by the Consultants pursuant to this Contract as described in the clause 3.0 of SC;

**1.2 Law Governing the Contract:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language - English**

### **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

### **1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the authorized representative of consultant.

## **2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Commencement of Services**

The consultants shall begin carrying out the Services immediately after issue of work order or signing the contract.

### **2.2 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the client and consultant.

### **2.3 Force Majeure**

2.3.1 The terms and conditions mutually agreed upon this CONTRACT shall be subject to Force Majeure.

2.3.2 Neither Kakinada Municipal Corporation nor the Consultant shall be considered in default in the performance of its obligations hereunder for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of

any law or order proclamation, regulation or ordinance by any Government or of any sub division thereof or an order by Court of Law, any act of God and State or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

2.3.3 Should one or both the PARTIES be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications of the CONTRACT.

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

## **2.4 Termination**

### **2.4.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through(d)

a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing:

b) If the Consultants become insolvent or bankrupt;

c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;

For the purpose of this clause:



“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### **2.4.2 By the Consultants**

The consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified below;

If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

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

#### **3.1 GENERAL**

The Consultant shall perform the Consultancy for preparation of plans, cost estimates for “Providing Sewer network and STP at Yetimoga in 13th & 14th Division of Kakinada Municipal Corporation or as specified by the client.

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client.

The Consultant shall take all steps to take action in accordance with the Agreement of works contract between Municipal Corporation and works contractor.

### **3.2 Conflict of Interests**

The consultancy fee of the Consultants pursuant to Clause 5 shall constitute the Consultants' sole consultancy fee in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract.

### **3.3 Confidentiality**

The Consultants and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Consultant's actions Requiring Client's Prior Approval**

The Consultant has to obtain prior approval from the client for engaging any retired/in service Government engineers of Andhra Pradesh

### **3.5 Prepared by the Consultants will be the Property of the Client**

All plants, drawings, specifications, designs, reports and other documents submitted by the Consultants would remain the property of the Client.

### **4.0 CONSULTANTS PERSONNEL**

The consultant would depute adequate manpower and other resources at respective locations based on workload and specific requirement. All the liabilities of manpower working on the project would be with consultant.

## 5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant is inclusive of all taxes but excluding Service Tax. Service Tax will be paid separately

## 6.0 SETTLEMENT OF DISPUTES

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Kakinada Municipal Corporation committee comprising Commissioner, Superintending Engineer, concerned and Consultant. If the dispute is not solved in that case it shall be referred to / arbitration in accordance with Indian arbitration and conciliation Act 1996.

## 7.0 Price & Payment schedule

### 7.1 Consultancy fee:

The Consultant's fee for preparation of plans cost estimates for Consultancy for preparation of plans, cost estimates for "Providing Sewer networks and STP at Yetimoga in 13th & 14th Division of Kakinada Municipal Corporation will be paid as lump sum quoted by the bidder.

### 7.2 Service Tax:

The Consultants would deposit the Service Tax (as applicable) on receipt of payment to the Central Excise Department and the copy of the remittance challan would be submitted to the Kakinada Municipal Corporation as a proof of payment of service Tax then only amount will be reimbursed.

### 7.3 Payment Schedule:

After Completion of:

Part I: Design of Sewer Network .....	10% of Quote
Part II: Soil Investigation and Laboratory Testing .....	5% of Quote
Part III: Design and Drawings or Sewer lines and STP .....	15% of Quote
Part IV: Vetting of Design by reputed Institution.....	30% of Quote
Part V: Cost Estimates .....	10% of Quote
Part VI: After Technical Approval by the Competent Authority.....	30% of

Quote

**7.4 Standard Deductions:**

Mandatory deductions from the consultancy fee would be made from time to time for Income Tax as applicable.

**8.0 Indemnity:**

In case the project prepared by the consultants is rejected by Kakinada Municipal Corporation or by any other authority, the Consultant shall indemnify the Kakinada Municipal Corporation to an extent of consultancy fee payable for that work.

**9.0 Period of Agreement:**

45 days from the date of entering into agreement or extended from time to time on mutual Agreement.

## **II SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Brief Description of Task:**

This task involves assisting the client in Preparation of Plans and cost estimates for Consultancy for preparation of plans, cost estimates for "Providing Sewer networks and STP at Yetimoga in 13th & 14th Division of Kakinada Municipal Corporation

### **2.0 Back Ground:**

The Kakinada Municipal Corporation, Kakinada is proposed to supply water by Consultancy for preparation of plans, cost estimates for "Providing Sewer networks and STP at Yetimoga in 13th & 14th Division of Kakinada Municipal Corporation

### **3.0 SCOPE OF SERVICES**

The detailed scope of work consists in the following four parts.

#### **PART I: SOIL INVESTIGATION AND LABORATORY TESTING**

Part A: Soil Investigation in the field by taking trial boreholes with boring in all types of soils up to the required depth in bund areas and in bed of creek or refusal of strata, collection of disturbed soil sample, bore-log preparations, and ground water table observations, Collection of undisturbed soil samples as per IS: 2132 at every two meters intervals or change of strata in 100 mm diameter x 450 mm long mild steel sampling tubes, wax sealing on both sides, labelling, preserving and transportation to the same to nearest soil testing laboratory or Conducting standard penetration tests as per IS: 2131 at every two meters intervals or change of strata as the case may be, including Mobilization and Demobilization charges for the equipment, crew, tools and tackles etc. from drilling agency stock yard to work site and return back. (1 No. Each under piers and abutment)

**Boreholes will be marked by the Department.**

Part B: Laboratory Soil Testing for Un-disturbed/Disturbed Soil Samples obtained from trail borehole samples obtained from the proposed bridge area. Following and other relevant soil tests as deemed to be necessary are to be conducted:

- i. Grain Size Analysis
- ii. Strength Tests both UU and CD tests as applicable
- iii. Consolidation test (if required)
- iv. S.B.C Calculations
- v. Detailed Geotechnical Investigation Report with Recommendations

Part C: Laboratory Soil Testing for Un-disturbed/Disturbed Soil Samples obtained from field trail pits, samples obtained from the Borrow Area. Relevant soil tests as deemed to be necessary are to be conducted: Suitability of soils for foundations.

**PART II: DESIGN AND DRAWINGS**

Part A: Preparation of design and drawings of Sewer System STP of suitable technology by duly considering the existing, obtaining tentative approval of cross sections from the Department. Detailed drawings for Two Lane Bridge as per relevant Indian Standard codes/ CPHEEO manual preparation of G.A.D drawings, specifications of work etc. complete.

Part B: Preparation of final construction drawings duly incorporating the necessary revisions. Construction drawings in three hard copies and two soft copies in CD after obtaining necessary approval from the Department will be submitted.

**PART III: VETTING OF THE DESIGNS BY A REPUTED ENGINEERING COLLEGES**

The structural designs of the bridge are to be vetted by a reputed engineering college for conformity. The cost of such vetting shall be borne by the consultant.

**PART IV: COST ESTIMATES**

Detailed and abstract estimates shall be prepared as per the norms of CPHEEO guidelines and other relevant standard specifications for the items of works to be executed as per approved designs and other incidental works required for finishing the proposed project. A detailed rate analysis shall be prepared as per Standard Data/MoST/IS specification by duly considering the A.P Standard Schedule of rates published by Govt. of A.P pertaining to that financial year. Such rate analysis and cost estimates made shall be approved by the Department. Cost estimates in five hard copies and two soft copies in CD after obtaining necessary approval from the Department will be submitted.

#### **4.0 Price & Payment schedule**

##### **4.1 Consultancy fee:**

The Consultant's fee for Consultancy for preparation of plans, cost estimates for "Providing Sewer network and STP at Yetimoga in 13<sup>th</sup> & 14<sup>th</sup> Division of Kakinada Municipal Corporation will be paid at Lum sum amount quoted in instalments as specified in this RFS document.

##### **4.2 Performance Security:**

The Consultants would deposit Rs.10,000/- as Performance Security in the form of Demand Draft in favour of the Commissioner , Kakinada Municipal Corporation, Kakinada obtained from any Nationalised Bank having branch at Kakinada which will be refunded to the contractor after completion of the assignment.

##### **4.3 Payment Schedule:**

- i) As per the Clause 7.3

##### **4.4 Standard Deductions:**

Mandatory deductions from the consultancy fee would be made from time to time for Income Tax, as applicable at the time of release of bill.

#### **5.0 Indemnity:**

In case the Project prepared by the consultants is rejected by Kakinada Municipal Corporation or by any other authority, the Consultant shall indemnify the Kakinada Municipal Corporation to an extent of consultancy fee payable for that work.

#### **6.0 Technical Eligibility:**

**6.1** The firm should have designed at least 1 nos. of Sewerage network with STP in last 10 years



**6.2** The firm should have provided annual turnover more than Rs. 25 lakhs in any one year during last five years.

**7.0 Method of Submission:**

The bid can be downloaded from the website [www.kakinada.cdma.gov.in](http://www.kakinada.cdma.gov.in) or it can be obtained physically at O/o Commissioner, Municipal Corporation, Cinema Road, Kakinada during working hours.

**The filled in tender schedule shall be submitted physically at the office of the Commissioner, KMC, O/o Municipal Corporation, Cinema Road, Kakinada -533001,** along with proof of experience certificates, service tax registration, PAN card along with hardcopy of the RFP document duly signed by the authorised person shall be submitted during working hours as per the detail specified in this document.

**8.0 Other Conditions:**

The consultant's reporting shall be of recommendatory nature informing the Kakinada Municipal Corporation, Kakinada.

**Annexure A : Technical Proposal Submission Forms**

Tech 1: Covering Letter

[*Location, Date*]

To:

The Managing Director  
Kakinada Municipal Corporation,  
Kakinada.

Dear Sir

We, the undersigned, offer to provide the **Consulting Services for Consultancy for preparation of plans, cost estimates for “Providing Sewer networks and STP at Yetimoga in 13<sup>th</sup> & 14<sup>th</sup> Division of Kakinada Municipal Corporation** in accordance with your Request for Proposal dated 16-02-2017 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to Consultant included in the RFP, and abide by the same, and specifically to conditions mentioned in Section 1 to 21.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorised Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Contact No. E mail id:

---

## Tech 2: Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs.):
Country:	Location within Country:
Name of Client:	Total -No of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.): -
	No of person-months provided by your firm:
Start date (month/year):	No of professional person-months provided
Completion date (month/year):	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent <sup>4</sup>	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	

**Name of Firm:**

**Authorized Signatory**

<sup>4</sup> Regular full-time employee as defined in Clause .....of 'Instructions to Consultant'.

\_\_\_\_\_

**Signature of the Applicant**



**PRICE BID**

**Name of the Work: -                      Consultancy for preparation of plans, cost estimates for “Providing Sewer networks and STP at Yetimoga in 13<sup>th</sup> & 14<sup>th</sup> Division of Kakinada Municipal Corporation.**

I M/s. .... do hereby express my willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the R F P documents at Rs.....(Rupees.....  
.....) including service tax.

SIGNATURE, NAME OF THE TENDERER / AUTHORISED SIGNATOR

**Name of the Agency to whom issued:**

**Executive Engineer,  
Municipal Corporation, Kakinada.**

Signature of the Applicant