



GOVERNMENT OF GUJARAT

ROADS AND BUILDINGS DEPARTMENT

NAME OF WORK :	Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .
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PRE-QUALIFICATION BID

(Volume – I)

**DEPUTY EXECUTIVE ENGINEER
CONSTRUCTION (R & B) SUB DIVISION NO-2,
AHMEDABAD**

PRE – QUALIFICATION BID CONTENTS

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SECTION-I

LETTER OF INVITATION

LETTER OF INVITATION

Subject: Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .

Dear Sir,

- 1 The Government of Gujarat has embarked up on a major work for construction in various important building under Budgeted original work. **Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .** The work shall be implemented during financial year 2026-27. The work of construction is of Ground Storied Frame Structure type Building.
- 2 In Order to carry out the work, the implementing agency will engage qualified consultant firm to carry out Third Party Inspection & quality assurance of Construction. The back ground information & Terms of reference (TOR) for consulting service are given in Appendix-I (C). The consultant will be selected and engaged with the performance profile & cost basis.
- 3 You are hereby invited to submit Pre-Qualification Bid as well as Price bids for Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .under Jurisdiction of Construction (R & B) Sub Division No-2, Ahmedabad. Roads & Buildings Department, Government of Gujarat which

could form the basis for future negotiations and ultimately a contract between the firm and the Deputy Executive Engineer, Construction (R & B) Sub Division No-2, Ahmedabad, Gujarat.

- 4 To familiarize your-self with the work and to assess the extent of service to be provided by your firm you may arrange a site visit in consultation with concerned Executive Engineer, Medical (R & B) Division, Ahmedabad, & Deputy Executive Engineer, Construction (R&B) Sub Division-2, Ahmedabad.
- 5 The purpose of the assignment is to inspect and supervise the work to achieve good quality in Original work as desired by Government concern with latest constructions techniques. Within sphere of tender clauses, tender items, specification, structural & architectural drawings & supporting documents.
- 6 The following documents are enclosed to enable you to submit bid.
 - (a) Supplementary information for consultants, including a suggested format of Pre-Qualification & Price bid.
 - (b) Terms of reference (TOR)
 - (c) A sample form of contract for consultants services under which the services will be performed.
- 7 Your Pre-Qualification bid and Price Bid should be submitted online to **Deputy Executive Engineer, Construction (R & B) Sub Division No-2, B-6, M.S Building, Vastrapur, Ahmedabad - 380052.**

- 8 The bidder should scan online all the Pre-Qualification documents including Demand Draft of Nationalized Bank for payment of tender fee and EMD and other relevant document.
- 9 The online price bid of qualified bidders will be opened on the intimated date and time in the presence of the representative (s) of the firms who wish to remain present. A tentative timetable for contract commencement of services is shown in the Date sheet in Apendix-1 (B). The representative conducting negotiations on behalf of the firm must have written authority to negotiate and sign the contract. **If it is not be possible to successfully conclude the Contract negotiations, or the firm fails to submit adequate details of the cost justification, the negotiations will be terminated by Deputy Executive Engineer, Construction (R & B) Sub Division No-2, B-6, M.S Building, Vastrapur, Ahmedabad – 380052 and the firm submitting the next lowest will be invited for negotiations.**
- 10 The cost of this tender is totally tentative & it may vary.
- 11 If any clarifications concerning the proposed services are required please contact to **Deputy Executive Engineer, Construction (R & B) Sub Division No-2, B-6, M.S Building, Vastrapur, Ahmedabad - 380052** (Gujarat) before the submission date of Pre-Qualification & Price Bid.

Yours sincerely,

Deputy Executive Engineer,
Construction (R & B) Sub Division-2,
Ahmedabad

(Authorized representative of the Implementing Agency.)

SECTION-II

INFORMATION FOR CONSULTANTS

APPENDIX – I

APPENDIX – I

INFORMATION FOR CONSULTANTS CONTENTS

- A Background information
- B Data sheet
- C Terms of Reference (TOR)

APPENDIX – I

INFORMATION TO CONSULTANTS

1 INTRODUCTION:

- 1.01 The client name in the “Data Sheet” will select a firm among those consultants, who had submitted the complete bid, in accordance with the method of selection indicated in the “Data Sheet”.
- 1.02 The consultant are invited to submit online Pre-Qualification bid & price bid as specified in the Data Sheet (The bid) for consulting service required for the Assignment named in the Data Sheet. The bid will be on the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.03 The assignment shall be implemented in accordance with the phasing or otherwise as indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client’s satisfactions before work begins on the next phase.
- 1.04 The consultants must familiarize themselves with local conditions and take them in to account in preparing their bids. To obtain firsthand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the client before submitting a bid.
- 1.05 The client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

- 1.06 Please note that (i) the cost of preparing the bid and of negotiating the contract, including a visit to the client, are not reimbursable as a direct cost of the Assignment; and (ii) the Clients is not bound to accept any of the bids submitted.
- 1.07 Government policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Clients.

2. CLARIFICATION AND AMENDMENT OF LETTER OF INVITATION:

- 2.01 At any time before the submission of Bids, the Client may, for any reason, firm, modify the Pre-Qualification and price bid documents by amendment, till the last date of downloading including change of dates etc. for which the bidder will view on internet / E-Procurement notice simultaneously. Client will not responsible for dispute due to any amendment.

3 PREPARATION OF BID:

- 3.01 Consultants are requested to down loading a bid (Para 3.1) the language (s) specified in the Data Sheet.

4 PRE-QUALIFICATION BID:

- 4.01 In preparing the Pre-Qualification bid, consultants are expected to examine the documents comprising the Pre-Qualification and price bid documents in detail. Material deficiencies in providing the information requested may result in rejection of bid.

4.02 While preparing the Pre-Qualification bid, consultants must give particular attention to the following.

- 4.02 (a) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
- 4.02 (b) Proposed key professional staff must have experience indicated in the Data Sheet preferably working under conditions similar to those prevailing the country of the Assignment.
- 4.02 (c) Alternative key professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.
- 4.02 (d) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.

5 PRICE BID:

- 5.01 In preparing the price bid, consultants are expected to take in to account the requirements and conditions of the Pre-Qualification and priced bid documents. The price bid should follow standard form given in priced bid. The total amount for **TPI & QATA** works for construction cost amounting **Rs.306.69 Lacs**. The price quoted by the consultants shall include all costs associated with the Assignment, including (a) Remuneration for staff (local in the field and at headquarters) and (b) reimbursable such as subsistence (Per diem, housing), traveling & transportation (For mobilization and demobilization), services and equipment (Vehicles, office equipment, furniture, and suppliers), if it is

a major component of the assignment and any other cost which may require to complete the assignment.

- 5.02 The price bid should include all taxes, duties, fees, levies and other charges imposed under the applicable law, on the consultants the sub-consultants, and their personnel, including service tax etc.
- 5.03 Consultants may express the price of their services in the currency of Indian Rupees.
- 5.04 The Data Sheet indicates how long the bids must remain valid after submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the bids, the consultants who do not agree have the right not to extend the validity of their bids but his bid will not be considered in evaluation process.

6 SUBMISSION, RECEIPT AND OPENING OF BIDS:

- 6.01 The original bid (Pre-Qualification bid and price bid) shall be downloaded online.
- 6.02 An authorized representative of the firm must be authorized by a written power of attorney accompanying the bid.
- 6.03 The completed Pre-Qualification and price bid must be submitted online before the time and date stated in the Data Sheet.
- 6.04 After the deadline for submission of bids the Pre-Qualification bid shall be opened online immediately by the evaluation committee. The price bid shall

be opened online after the qualified bidders are intimated by the **Deputy Executive Engineer, Construction (R & B) Sub Division No-2, B-6, M.S Building, Vastrapur, Ahmedabad - 380052.**

7 BID EVALUATION:

- 7.01 From the time of the bids are opened to the time of the contract is awarded, if any consultant wishes to contact the client on any matter related to its bid, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the client in the Client's bid evaluation, bid comparison or contract award decision may result in the rejection of the consultant's bid.
- 7.02 Evaluators of Pre-Qualification bids shall have no access to the price bids until the Pre-Qualification evaluation is completed.
- 7.03 Evaluation of Pre-Qualification bid.
 - 7.03.1 The evaluation committee appointed by the client as a whole, and each of its members individually evaluates the bids on the basis on their responsiveness to the Terms of Reference, applying the evaluation criteria. A bid shall be rejected at this stage, if it does not responds to important aspects of the Terms of reference or if, it fails to achieve the minimum Pre-Qualification score indicated in the Data Sheet. Any bid containing any conflicting condition shall not be considered.
- 7.04 Public opening and Evaluation of Price bids; Ranking.
 - 7.04.1 After the evaluation of bid is completed, the client shall notify those consultants whose bids did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of reference,

indicating that their price bids will be unopened after completing the selection process. The client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the price bids. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

7.04.2 The price bids shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant and the proposed price shall be read loudly and recorded when the price bids are opened. The client shall prepare minutes of the public opening.

7.04.3 The evaluation committee will determine whether the price bids are complete, correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet.

8 NEGOTIATIONS:

8.01 The price negotiations will be carried out with first lowest bidder if required.

9 AWARD OF CONTRACT:

9.01 The contract will be awarded after negotiation, if rate is reasonable.

9.02 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. TIME LIMIT OF CONTRACT:

- 10.01 The time limit of this contract will remain up to date of actual completion of the work.

Deputy Executive Engineer,
Construction (R & B) Sub Division-5,
Ahmedabad

CLAUSE

REFERENCE OF APPENDIX – I (A)

- 1.1 The name of the client is: The Deputy Executive Engineer, Construction (R & B) Sub Division No-5, Ahmedabad acting on behalf of Governor of Gujarat
- 1.2 A Pre-Qualification & price bid are requested: Yes (In two separate Performa)
- 1.3 The Name(s) address (es) and telephone number of the client's office(s) are
- Deputy Executive Engineer,
- Construction (R & B) Sub Division No-5,
- C-5, M.S Building,
- Vastrapur, Ahmedabad - 380052.
- Phone : 079-27910697
- 1.4 The client will provide the inputs/services as given in Para 7.0 in TOR

The names, objectives and description of the Assignment area : Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) . The main objective of consultancy services is to conduct Technical audit and quality assurance of the execution of Original work Deputy Executive Engineer, Construction (R & B) Sub Division No-2, Ahmedabad.

- 2.1 Bids should be submitted in the following language (s): English.

3.01 The minimum required experience of proposed key professional staff is as per Para 5.0 for TOR.

The consultants should submit the bid as per the broad indicative requirements of the staff indicated here in:

3.02 Reports: (Ref. Para 4.0 of TOR) which are parts of the assignment must be written in the following language: English.

3.03 Additional information in the Pre-Qualification bid includes: As per the TOR.

4.01 Taxes: Consultants are requested to consult tax consultants for details & it will be solely consultant's responsibility. The price quoted by bidder includes all taxes. No reimbursement of taxes paid will be made separately.

4.02 Bids must remain valid for 120 days from last date of down loading the bids.

5.00 Submission of Documents:

5.01 Consultant must submit the following in electronic format only through online by scanning & then the same should be sent in original through R.P.A.D so as to reach the Office of the Deputy Executive Engineer, Construction (R & B) Sub Division No-2, B-6, M.S Building, Vastrapur, Ahmedabad -380 052 within 7 days from the last date of submission.

(1) Tender fees in the form of Demand Draft from Nationalized / Scheduled bank only. Rs.600/-

- (2) Earnest Money Deposit (E.M.D.) in the form of D.D. / F.D.R. from Nationalized / Scheduled bank only. Rs.2000.00
- (3) Pre-Qualification Documents as mentioned in Appendix – II

APPENDIX – I (B)

DATA SHEET

Type of bid submission procedure	Two Bid
Submission Date of Pre-Qualification and price bid	Dt. to up to 18.00 Hrs.
Opening date of Pre-Qualification bid	Dt.
Expected Date to commence Consulting service	As per work order will be issued.
Period of consultancy period	completion of all the works.
Price bid includes to cost	As per Appendix – II
Minimum key personal to be provided	As per Appendix – I (C)
Consultancy services to be provided for work	As per Appendix – I (C)
Price Bid	As per Appendix – III (A) & Appendix – III (B)

Representative / Contract person and address of the Executive Agency:

Deputy Executive Engineer
Construction (R & B) Sub Division-2,
B-6, M.S Building, Vastrapur,
Ahmedabad-380 052.
Phone : 079 - 27910697

Appendix – I (C)

Terms of reference

Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .

1 Introduction and background:

- 1.01 The Government of Gujarat has planned to construction works (as per List attached). This time bound project need to be supervised regularly to avoid delay.
- 1.02 Government of Gujarat has decided to take up the Third Party Inspection, Quality Assurance & Technical audit (QATA) of Buildings under Original works & Special Repair works to achieve best quality in construction new building under **Construction (R & B) Sub Division-2, Ahmedabad.**
- 1.03 In order to achieve high standard in quality of building construction R & B Department has intended to hire consultancy services for providing (TPI & QATA) for works being carried out for construction of new building works, where primary responsibility of day to day supervision of works will be of R & B department Engineers and Consultant's role shall be for quality Assurance and Third Party Inspection of work.

2 OBJECTIVE :

- 2.01 The main objective of these consulting services are to conduct Third Party Inspection, Quality Assurance & technical audit (QATA) of the execution of the construction of new building works under jurisdiction of **Construction (R & B) Sub Division-2, Ahmedabad** of R & B Department, Government of Gujarat whereby the consultant will render professional services to improve the quality of Construction of building.
- 2.02 To ensure achieving required standards in quality of construction.
- 2.03 To ensure that all the works carried out under the scheme fully comply with the technical specification, drawing, established codes / standards, and sound engineering practices.
- 2.04 To assure R & B Department Government of Gujarat that the quality of works being executed, comply the quality norms and standards laid down in contract specifications and sound engineering practice.
- 2.05 To provide technical audit and advisory services for the work this may be completed as per contract agreement.

3 SCOPE OF SERVICES:

- 3.01 The consultant shall visit and supervise the site of work daily. The consultant shall submit daily activity report to E.E. & D.E.E. regarding progress of work and quality of work in the form as specified. The consultant will offer his remarks / observation during his site visit in site visit register as well as issue the inspection note and also immediately implements to get rectify the work by the contractor in consultation with R & B Department, if required.
- 3.02 Assist and guide the R & B Department staff in interpretation of the terms & condition, provisions & Technical Specification of tender etc. as and when required. Decision of the client will be final.
- 3.03 Assist R & B Department in implementation of quality control measures to ensure quality of work, and also in approval of field testing laboratories in respect of facilities, adequacy, agreements, equipments and staff as per contract documents.
- 3.04 The consultant shall familiarize himself, with the help of sample surveys, visit and inspections in the field and by examination initially of one set of documents such as detailed estimates, contract documents, including specifications, interim Certificates, quality control test results and other relevant documents as per TOR.
- 3.05 The consultant will examine and maintain the quality of work only.
- 3.06 Review contractor's work programmed, check the method of construction and test results of material as required.

- 3.07 Review the construction methods proposed by the contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirement, the project Implementation Schedule as well as safety of the works, property, personnel and the General public.
- 3.08 Review the test result / Certificate of all construction materials and the sources for assessing their suitability in works.
- 3.09 Consultant will develop standard forms and procedure to ensure proper quality control system to be implemented for materials and workmanship.
- 3.10 Assist the concerned Technical staff of R & B department on technical supervision of the works to ensure the quality and conformity with the standards and specifications prescribed in the contract.
- 3.11 Assist technical staff of R & B department during inspection about the contractor's work so as to determine their suitability for work at site. Assistance shall also to be provided during periodic inspection of machines / equipment. Also review the suitability of source of materials and their quality on the basis of inspection, test result, manufactures Certificate etc.
- 3.12 Inspect the works on substantial completion before take over and indicate to the contractor / R & B department concerned staff / officers any rectification required and any outstanding work or any defects noticed during the liability period of the contract to be carried out by the contractor.

- 3.13 Assist the R & B department in monitoring progress of the works at regular intervals. Also review and assist R & B department staff effective implementation of quality control/ Assurance system.
- 3.14 Consultant (team leader) shall visit the work at least once in a month & shall issue the inspection note of inspected work to field Engineer in Charge (D.E.E. & E.E.) and assess the compliance report confirmation with rectification done at site work.
- 3.15 Prepare various report and final audit report (Each in five copies) fully describing the progress of the works and the assistance given by the consultant during the month under review, including the activity carried out by the field staff of consultants, observations made during inspection and compliance done at site by contractor, action taken report if any, problem arise during work execution, probable solution etc.
- 3.16 Recommendations regarding conditions of the building after the work completions.
- 3.17 Consultant is expected to see that the contractor shall undertake frequency of testing of materials as per contract agreement.
- 3.18 Consultant will prepare the progress chart by CPM & PERT method & evaluate the same with bar chart of agency. He will monitor the work on the basis of the same contract management system and ensure the progress is maintained.

- 3.19 Consultant shall recommend to R & B department to grant the permission to start the work on the basis of quality check of materials on site, machinery and any other requirement related to tender.
- 3.20 Moreover for completed work OR completed items consultants shall check for sizes of sections, make, properties of materials etc. and shall be performed in each work and reported accordingly. Also inspect the work on completion / substantial completion before taking over in order to identify the balance work and rectification of defects to be carried out by contractor during defects liability period.
- 3.21 Also other items like plastering work, colour work, wood work, flooring, masonry, water supply, sanitary, drainage work, electrical works, etc. shall be checked in accordance with standard specification and design and as per tender provision.
- 3.22 Each quality aspects shall be reported building wise and item wise as summary report in fortnightly / monthly progress report to R & B department. Also consultant shall furnish the summary of QC test result conducted for each activity of work and furnish a QC Certificate (Regarding quality of material and workmanship and performance) along with contractor's each invoice (RA/Final BILLS)
- 3.23 Final report shall have concluding remarks (Building wise – Item wise) about overall quality of building.
- 3.24 The consultant shall conduct technical audit of works in addition to regular audit activity of work. The auditor shall also examine the following.

- 3.25 (a) The description, procedure and quality of works executed accurately reflect the requirement as per prevailing site condition.
- 3.25 (b) The system for monitoring of works progress and supervision of works is being followed as per Department norms.
- 3.25 (c) System followed for maintenance and documentation of site instruction book, reports, minutes of meetings and other documents are being followed correctly and in accordance with the procedures acceptable to R & B department or not.
- 3.26 Consultant shall have to make their own arrangement for the tools & plants, laboratory equipment required for field – testing.
- 3.27 Consultant shall have to make his or her own arrangement for vehicle needed for auditing work.
- 3.28 Consultant shall have to make their own arrangement for accommodation for offices & staff.
- 3.29 The consultant will have full access to inspect the work, witness / supervise the test in contractor's laboratories during contract implementation period.
- 3.30 Consultant shall provide quality Certificate to contractor's bills (Running bills & Final bill) with conformation with the specification.
- 3.31 Time schedule for technical staff.

Sr. No.	Designation	Time Schedule
1	2	3
1	Team Leader.	Once in a Month.
2	Senior quality assurance Engineer (Civil)	Twice in a Month.
3	Senior quality assurance Engineer (Electrical)	Once in a Month.
4	Quality Inspector (Civil)	Daily
5	Quality Inspector (Electric)	15 days in a Month
6	Site office / Administration	Up to work Completion

4 REPORTING REQUIREMENTS:

4.01 Reports required to be submitted in 4 (Four) Copies (On CD and typed hard copy) to R & B include the following.

4.01. (a) Quality assurance manual for the entire project covering type and nature of tests to be conducted looking to tender document, acceptance criteria, frequency of tests, standard observation sheets and documentation.

4.01. (b) Weekly reports on the activities progress and major issues and the observations by the field Engineer.

4.01. (c) Monthly report covering summary of progress and quality checks (Item wise and building wise) with remedial measures and penalty measures.

4.01. (d) Final audit report containing building wise detailed report of quality and other relevant information.

4.01. (e) Final building wise quality Certificate covering over all view of quality and all items.

4.02 The proposed schedules for submission of various reports are as follows

Sr. No.	Report	Times of submission
1	2	3
1	Quality assurance manual for the entire project (each separately for Original work) covering type and nature of QC tests to be conducted, acceptance criteria, frequency of tests, standard observation sheets and documentation.	With in 7 days from commencement of services.
2	Weekly report on the activities in progress and major issues and the observations of the consultant's Engineers. In case of emergency it should be required daily.	For every week by Friday.
3	Monthly report covering summary of progress and quality checks (Activity wise for each building, results of audit notes including remedial measures if suggested and non conformance report (NCR) and their disposal.	By the end of every month.
4	Certificate regarding quality of work executed for each activity of work and individual building.	Within 15 days after completion of work.
5	Final completion report including status of audit notes, NCR and its disposal and status of quality	Within fifteen day after completion of

	control tests conducted along with required frequency and results of QC tests.	consultancy assignment.
6	Recommendation regarding methods and procedures for evaluation and the system for monitoring the condition of buildings after completion.	Within one month after completion of consultancy assignment.

5 Team composition and staff qualification and staff requirement.

5.01 Technical Staff.

Sr. No.	Key personals	Numbers	Qualification / Experience
1.	Team leader	1 No.	Shall have minimum degree in Civil Engineering and shall be an experienced and qualified senior Civil Engineer with minimum 20 years of experience in the construction & repairing of building works out of which at least 7 years relevant experience in TPI & QATA
2.	Senior quality assurance Engineer (Civil)	1 No.	Shall have minimum degree in Civil / construction Engineering and shall have 10. years experience out of which at least 5 years relevant experience in TPI & QATA.
3.	Senior quality assurance Engineer (Elec.)	I No.	Shall have minimum degree in Electrical Engineering and shall have 10 years experience out of which at least 5 years relevant experience in TPI & QATA.
4.	Quality inspector (Civil)	Min. One and more if required.	Shall have minimum degree from Engineering College in Civil Engineering and shall have min. experience of 5 years in field of supervision of civil Engineering projects.

5.	Quality inspector (Elec.)	Min. One and more if required.	Shall have minimum degree from Engineering College in Civil Engineering and shall have min. experience of 5 years in field of supervision of Electrical Engineering projects.
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5.02 Consultant has to produce organization chart.

6. The consultant shall meet the following minimum criteria.

6.01 Successful experience as a prime consultant in completing at least one such type similar nature of building work (i.e. GF + 1 storey and Above, framed structure type Building work.) costing more than 40% (Forty percentage) of Estimated cost of works i.e. **Rs.1,22,67,464.00** during last five years i.e. **2021 - 22 to till Continue.**

Note:- For checking of above criteria, rupee value shall be increased by 10% each year to bring it to current price level i.e. 1.46, 1.33, 1.21 and 1.10 respectively for year **2021 - 22 to 2025 – 26.**

7 DATA AND ASSISTANCE TO BE PROVIDE BY THE CLIENT:

7.01 The following documents will be provided by R & B department.

7.01. (a) Copies of plans of buildings.

7.01. (b) Copies of estimates and contact agreements, work order and tenders between R & B and contractors.

7.01. (c) Access to all other necessary data related to work only.

8 RESPONSIBILITY OF CONSULTANT:

- 8.01 To provide adequate staff with required tools, plants & equipment needed & convenience to field staff perform their duties efficiently and to submit presence register regularly to engineer-in-charge.
- 8.02 Offices / staff accommodation to be arranged & all related cost will be borne by consultant.
- 8.03 Office supplies communication, utilizes and other supporting requirement.
- 8.04 To carry out every type of measure for qualities & technical audit and thus assure the client for quality of the work as specified and reporting to be done to concerned Deputy Executive Engineer / Executive Engineer.
- 8.05 Consultant shall be totally responsible for the quality of the work. He shall be held responsible for any type of defects or adverse quarry in the respect of quality of work noticed in future. He will be liable for legal action for these defects or adverse quarry.
- 8.06 Consultant's services include consultancy, supervision, inspection and rectification of works with methodology of R & B department or as directed by concern Engineer-in-charge.
- 8.07 The material collected at site of works shall be cross checked by consultant, if required to satisfy the quality of material as per prevailing norms of Roads & Buildings Department in the presence of contractor.

The samples of Materials shall be sealed and sent to Government approved laboratory for tests. The payment of additional checks shall be borne by the Roads & Buildings Department.

8.08 If any rectification in work is given to contractor then consultant have to get the work rectified and certificate regarding rectification shall be produced to Roads & Buildings Department before payment of R.A. bill to contractor. The consultant will be totally held responsible for satisfactory rectification work.

8.09 Consultant shall be provided quality assurance certificate with every running bill of the main work, as specified / or ask by Engineer – in – charge. Final quality assurance certificate shall also be provided with final bill of main work.

9 PAYMENT SCHEDULE :

9.01 The consultancy fee shall be paid on pro-rata based on ratio of actual cost quoted by TPI & QA consultants and the total cost of this work of Construction (R & B) Sub Division-2, Ahmedabad and actual expenditure incurred for the work. Technical audit & quality assurance work satisfactory done by the consultants for the month under consideration for example.

TPI & QA fees for total cost quoted by TPI & QA consultant multiplied by Expenditure incurred Divided by the total cost of works equals to total cost of Consultation Fees to be paid. The consultancy charges will not be on A/c. of expenditure incurred towards contingency Fund and Price Variation, Star Rate and other miscellaneous items.

For Example

$$\begin{array}{c}
 \text{Total cost of} \\
 \text{consultation} \\
 \text{fees to be} \\
 \text{paid}
 \end{array}
 =
 \begin{array}{c}
 \% \text{ above or} \\
 \text{below for} \\
 \text{said work}
 \end{array}
 \left\{ \frac{\begin{array}{c} \text{Estimate Rate for} \\ \text{the Consultation Fee} \end{array} \times \begin{array}{c} \text{Expenditure} \\ \text{Incurred for the} \\ \text{month} \end{array}}{\text{Total Cost of Work}} \right\}$$

- 9.02 The consultancy running bills shall be paid simultaneously with payment of R.A. bills of Contractor from time to time.
- 9.03 The payment will be made within 15 days after receiving the bill by the in charge Engineer subject to availability of grant / L.C. If any discrepancy found to exist at any time between actual payment and cost authorized to be incurred by consultants, the Executive Engineer, Medical (R & B) Division, C-4, M.S Building, Vastrapur add or subtract the difference from any subsequent payment.
- 9.04 The consultant shall have to provide / deploy adequate nos. of quality Engineer and quality Inspector as per need of the work and / or as directed by Engineer In Charge.
- 9.05 The consultants shall submit their duly filled in & signed time sheet to the Deputy Executive Engineer, Construction (R & B) Sub Division-2,

B-6, M.S Building , Vastrapur, Ahmedabad – 380 052 along with the monthly progress report.

- 9.06 Income tax / service tax and any other taxes arise from time to time shall be deducted from each bill.
- 9.07 Advance payment shall not be made.
- 9.08 Payment will be paid in Indian Rupees only.
- 9.09 Final payment shall be made only after the final report and final statement, have been submitted by the consultants and approved as satisfactory by the client.
- 9.10 The consultancy fee for inspection will be paid according to the amount paid to the contractor. But, before commencement of consultancy contract, whatever work progressed, whether paid or not , consultancy fee will not be paid.

10 OFFICE ACCOMMODATION:

- 10.01 The consultant shall establish his own office at Ahmedabad satisfying all the necessary requirements to carry out the assignment efficiently.
- 10.02 The team leader is expected to attend review meetings at suitable R & B office, once in a fort night.

11 LABORATORIES:

- 11.01 Laboratories of GERI / Polytechnic / Engineering colleges / R & B GOG recognized Pvt. Labs shall be used.

11 CONTRACTUAL ARRANGEMENT:

- 11.01 The Consultant's contract will be with the Deputy Executive Engineer, Construction (R & B) Sub Division-2,B-6, M.S Building, Vastrapur, Ahmedabad – 380 052, and contract also includes jurisdiction E.E. Electrical (R & B) Division-1, Ahmedabad. The contract will be of providing consultancy services for quality Assurance & Technical audit (QATA) inclusive of supervision, inspection & rectification of works with methodology of Roads & Buildings Department.

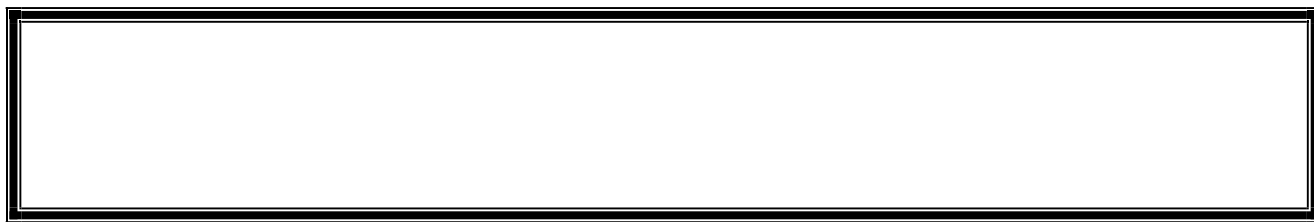
12 DEFECT LIABILITY:

- 12.01 10% of total amount of consultancy services shall be kept in deposit. Fifty percentage of the Security Deposit shall become refundable within fifteen days after the final completion certificate of the works is issued. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period of the works as per tender condition.

SECTION-III

APPENDIX – II

STANDARD FORM OF CONTRACT



CONTRACT FOR CONSULTANCY SERVICES FOR THIRD PARTY INSPECTION, QUALITY ASSURANCE (JOB)

THIS CONTRACT, (hereinafter together with the seven articles attached hereto called the contract) is made on the day of _____ 2018 between the _____ (hereinafter called the client) and _____ (And association with _____) hereinafter (Jointly) called the consultant) on the other part (Notwithstanding such association, the consultant will be represented here under at all times by _____ who will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the consultancy services to be performed hereunder.)

(a) The client has requested the consultant to provide consulting services (Hereinafter called the services) necessary for the effective implementation of the Project.

(b) The consultant has agreed to provide the service on the terms and conditions set forth in this contract.

NOW THEREFORE the parties hereto hereby agree as follows.

ARTICLE – 1

Services

1.01 The Service of the consultant shall perform the service under this contract in accordance with the terms of reference set forth in appendix a hereto.

1.02 Commencement Date

The consultant will commence the service as soon as possible but not later than 8 days after the client has given notice to the consultant to proceed with the service for particular work.

ARTICLE – 2

Personnel

2.01 Personnel

- (a) The service shall be carried out by the personal specified in Appendix–I (C) here of (Hereinafter called the personnel) for the respective periods of the time indicated therein. The consultant may with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the services, provided that such adjustments will not cause payments made under the contract to exceed the cost estimates referred to in section 3.01.
- (b) Except as the client may otherwise agree, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the consultant it becomes necessary to replace any of the personal, the consultant shall forth with provide as a replacement, a person of equivalent or better qualification.
- (c) In the event that any person specified in Appendix – I (C) is found by the client to be incomplete net in discharging his assigned duties, the client may request the consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the client.

2.02 Team leader :

The consultant shall ensure that all times during the field work a resident Team leader, acceptable to the client shall take charge of the operations of the personnel in the field. The teams leader shall be responsible for liaison in the field between the consultant and the client.

ARTICLE – III

Payment to the Consultant

3.01 Cost Estimates: Ceiling Amount

- (a) An estimate of the cost of the services payable in local currency is set forth **Rs. 1.86 Lacs**.
- (b) Except as may be otherwise agreed under section 6.06 and notwithstanding any other provisions of this contract, payment under this contract shall not exceed **Rs. 1.86 Lacs** (in local currency)

3.02 Payment to the Consultant in local Currency:

The Client shall pay off reimburse to the consultant in Indian Rupees in respect of the Services

- (a) Cost of such items as may be required for the purpose of the service and for which the client may subsequently agree are eligible for reimbursement hereunder.

3.03 Additional work:

If, in the opinion of the Client, it is necessary to carry out any work outside of the terms of reference for the purpose of the project in addition to the services, such additional work may be carried out with the prior concurrence of client. The consultant, with the prior authorization of the client, shall carry out such additional work and charge shall be decided mutual understanding.

ARTICLE – IV

4.01 Access to land

The client warrants that the consultant shall have free of charge, unimpeded to all land in respect of which access is required for the performance of the service. The consultant will be responsible for any damages to such land or any property thereon resulting from such access and will indemnify the Government in respect of liability for any such damage.

ARTICLE – V

Undertaking of the Consultant

5.01 General standard of performance by the consultant.

- (a) The consultant shall carry out the services with due diligence and efficiency and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

- (b) The consultant shall act at all times so as to protect the interest of the client and will take all reasonable steps to keep all expenses to a minimum consistent with sound (Engineering) practices.

5.02 Visits, Inspections, Tests, Reports.

- (a) The consultant shall visit the site adequately; inspect the works properly, take necessary samples & test them in laboratory & prepare all necessary reports so that TPI & QATA job is implemented effectively.
- (b) The consultant shall ensure TPI & QATA job is carried out on an impartial basis.

5.03 Records :

- (a) The consultant shall keep accurate and systematic records in respect of the services in such detail as is customary in the profession.
- (b) The consultant shall permit the duly authorized representative of the client from time to time inspect records relating to the services and to make copies thereof and shall permit the client or any person authorized by the client, from time to time to audit such records and accounts during and after the services.

5.04 Information :

The consultant shall furnish the client such information relating to the service and the project as the client may from time to time reasonably request.

5.05 Assignment sub-contractors:

- (a) Except with the prior written approval of the client the consultant shall not assign or transfer the contract of any part thereof nor engage any independent consultant or sub-contractor to perform any part of the service.
- (b) The approval by the client to the assignment of any part of the contract of the engagement by the consultant of independent consultants of sub-contractors to perform any part of the services shall not relieve the consultant of any of its obligation under the contract.
- (c) In the event that any such independent consultant or sub-contractor is found by the client to be incompetent in discharging his assigned duties, the client may request the consultant forthwith either to provide as a replacement, as consultant of sub-contractor with qualifications and experience acceptable to the client to resume the performance of the service itself.

5.06 Confidentiality:

Except with the prior written consent of the client the consultant and the personal shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the service discovered by them in the course of the services not shall the

consultant or the personnel make public information as to the recommendation formulated in the course of or as a result of the service.

5.07 Prohibition on association.

The consultant agrees that during and after the conclusion of termination of this contract, the consultant limits its role under the projects to the provision of the services and hereby disqualifies itself and any other contractor, consulting Engineer or manufacturer with which the consultant is associated or affiliated from the provision of goods or services in any capacity for the project including bidding for any part of the project excepts as the client.

5.08 Prohibition on conflicting Activities.

The member of the personnel assigned to the contract shall engage directly or indirectly, either in his name or through the consultant in any other business or professional activities other than the performance of his assignment under this contract.

5.09 Independent contractor.

Nothing contained herein shall be considered as establishing or creating between the client and the consultant the relationship of master and servant or principal and agent, it being understood the position of the consultant and of anyone else performing the services is that of the independent contractor.

5.10 Indemnification's

(a) Consultant shall indemnify, protect and defend at consultant's own expense, client and its agents and employees, from the against any and all actions claims, losses or damages arising out of any violation by the Consultant or in the course of the services of any legal provisions, or any rights of third parties, in respect of literary property rights, copy rights, or patents.

(b) Consultant shall indemnify, protect & defend at consultant's own expense, client and its agents and employees, from and against any and all actions, claims, losses or damages, arising out of consultant's failure to exercise the skill and care required under section 5.01 (a) provided however.

That the ceiling on consultant's liability under this section 5.10 (b) shall be limited to 10% of total fee except that such ceiling shall not apply to actions, claims losses or damages caused by consultant's gross negligence or reckless conduct.

(c) In addition to any liability consultant may have to under section 5.10(b) at its own cost and expense, upon request of client re-perform the services in the event of consultant's failure to exercise the skill and care required under section 5.01(a).

(d) Anything in section 5.10 (b) or 5.10 (c) to the contrary notwithstanding, the consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (I) client's overriding a decision or recommendation of consultant of requiring consultant to implement a decision of recommendation with which consultant loses not agree, or

(ii) the improper execution of consultant's instructions by agents, employees or independent contractor of client.

5.11 Laws and regulation of India.

The consultant shall respect and abide by all applicable laws and regulations in Gujarat and shall use its best efforts to ensure that the personnel and their dependents shall respect and abide by all laws and regulations in Gujarat.

5.12 Proprietary rights of the client in reports and records all reports and relevant data such as maps, diagrams plans statistics and supporting records of materials completed or prepared in the course of the service shall be confidential and shall be the absolute property of the client. The consultant agree to deliver all these materials to the client up on completion of this contract, the consultant may retain a copy of such data but shall not use the same for purpose unrelated to this contract without prior written approval of the client.

5.13 Reports

All reports and recommendation and general correspondence from the consultant to the client and all documents prepared by the consultant under this contract shall be in the English language.

5.14 Notice of delay

In the event that the consultant encounters delay in obtaining the required services of facilities set forth in Appendix – II (C) for the conduct of the service, the consultant shall promptly notify the client of

such delay, and may request an appropriate extension of time for completion of the services.

5.15 Contractual Ethics.

No fees, gratuities, rebate, gifts, commissions or other payments, other than those shown in the bid or the contract, have been given or received in connection with the selection process or in the contract execution.

ARTICLE – VI

General Provisions

6.01 Suspension

If any of the following events shall have happened and be continuing, the client may with 15 days prior written notice to the consultant suspends in whole or in part payment due thereafter to the consultant under the contract and forfeit the 5% defect liability deposits.

- (a) A default shall have occurred on the part of the consultant in the execution of the contractor.
- (b) Any other condition which has arisen which in the reasonable opinion of the client, interferes, or threatens to interfere, with the successful carrying out of the project or the accomplishment of the purpose of the contract.

6.02 Termination of the contract by the client.

- (a) If any of the following events shall have happened and the continuing, the client may be written notice to the consultant terminate the contract.

- (1) Any of the condition referred to in article 6.01 shall continue for a period of fourteen (14) days after the client shall have given written notice to the consultant of suspension of payment to the consultant under the contract.

6.03 Up on terminate of the contract under section 6.02 (a) receipt of notice of termination the consultant shall take immediate steps to terminate the service in a prompt and orderly manner and reduce losses and to keep further expenditures to a minimum.

6.04 Settlement of dispute

Any dispute of difference arising out of the contract which cannot be amicable settle between the parties shall be referred to the arbitration tribunal Gujarat State. The decision given by tribunal shall be binding to both the parties. In case of dispute leading to the contractor / consultant or Govt. of Gujarat approaching to court of law, it shall be within the jurisdiction of Gujarat.

6.05 Force Majeure

- (a) If either party is temporarily unable by reason of “Force Majeure” to meet any of its obligations under the contract, and if such party gives to the other party written notice of the even written notice of the even within fourteen (14) days after its occurrence, such obligation of the party as it is unable to perform by reason of the event shall be suspended for as long as the liability continuous.

- (b) Neither party shall be liable to the other party for loss of damage sustained by such other party arising from any event referred to in section 6.0 (a) or delays arising from such even.
- (c) The term “Force Majeure” as employed herein shall means acts of God, wars, landslides, earthquakes, storms, floods, and any other similar events not within the control of either party and which by the exercise of due diligence neither party is able to overcome

6.06 Variation of contract

The contract may be varied by agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in section 3.01 (b) shall be in writing signed by the duly authorized representatives of the parties.

ARTICLE – VII

Effective Date, Miscellaneous

7.01 Effectiveness

The contract shall become effective upon the date notice is given to proceed with the services under section 1.02 and shall be in full force until the completion of original work and all payments therefore have been completed and at such time the parties hereto shall be mutually released from all obligations hereunder.

7.02 Authorized representative:

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract may be taken or executed on behalf of the consultant by the team leader or his designated representative and on behalf of the client by the Deputy Executive Engineer, Construction (R & B) Sub Division-5, Ahmedabad.

7.03 Note of Request:

Any notice or request required permitted to be given or made under this contract shall be in writing in the English language such notice or requested shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address specified below or at such other address as either party may specify in writing.

For the Client :

Name : Deputy Executive Engineer
Address : Construction (R & B) Sub Division-2,
B-6, M.S Building, Vastrapur,
Ahmedabad – 380 052.
Phone : 079-27910697

For the consultant :

Name :
Address :
Cable :
Telex :

In witness whereof, the parties hereto have caused this contract to be signed
their respective names as of the day and year first above written.

FOR END ON BEHALF OF
(CLIENT)

FOR END ON BEHALF OF
(THE CONSULTANT)



GOVERNMENT OF GUJARAT

ROADS AND BUILDINGS DEPARTMENT

NAME OF WORK :	Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .
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PRICE BID **(Volume – II)**

**DEPUTY EXECUTIVE ENGINEER
CONSTRUCTION (R & B) SUB DIVISION-2,
AHMEDABAD**

APPENDIX – III

STANDARD FORM

PRICE BID – STANDARD FORMS

Appendix – III A Price Bid Submission form

Appendix – III B Instruction for preparation of Price bid

APPENDIX – III A PRICE BID SUBMISSION FORM.

FROM: (Name of firm)

(Location, Date)

To : (name and address of client)

Deputy Executive Engineer,
Construction (R & B) Sub Division-2,
B-6, M.S Building, Vastrapur,
Ahmedabad.

Ph.:

Ladies / Gentleman

Sub : Construction of D type (for Mamlatdar) and D-1 type(for Deputy collector) Residential Quarter at Daskroi, Dist. Ahmedabad. (Consultancy services for Third party inspection, Quality Assurance and Technical Audit (QATA)) .

Price bid (Vol. II)

We the undersigned, offer to provide the consulting service for the above in accordance with your request for bid Dt. _____ and our attached price bid for the sum Rs. _____ (Rupees _____) This amount is inclusive of all taxes, duties, fees levies and other charges imposed under the applicable law, on the consultant.

If selected to implement the service during the validity period of the work, our bid is binding upon us and subject to the modifications resulting from contract negotiations.

We understand that, in competing for (and if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of corruption Act.1988.”

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

We remain,

Yours sincerely,

Authorized Signature
Name and Title of Signatory
Name of Firm & Address

Appendix – III B

PRICE BID CONTENTS

Instruction for preparation of price bid

Price bid shall include following:

- Price bid shall include remuneration & per-diem of key personnel as well as supporting staff.
- Price bid shall include expenses for accommodation for offices / staff etc.
- Price bid shall include transportation cost perform the service as per TOR.
- Price bid shall include all taxes /service charges etc. As per Govt. rules time to time.
- Price bid shall include overhead / out of pocket expenses.
- Price bid shall include the cost of tools, plants & equipment required to perform the services as per TOR.