

GOVERNMENT OF ANDHRA PRADESH

VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL

**Comprehensive Architectural Services and Project Management
Consultancy Services for Development of AP State Guest House
at Grey Hound Hill, Visakhapatnam-Andhra Pradesh**

Last Date for Submission: 18.08.2020 by 3.00 PM

Visakhapatnam Metropolitan Region Development Authority

9th Floor, UdyogBhavan, Siripuram, Visakhapatnam-530003, Andhra Pradesh,

India Tel: 7702333584

Email: mcvmrda@gmail.com; cevudavsp@yahoo.com



VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

for

**‘Comprehensive Architectural Services and Project Management
Consultancy Services for Development of AP State Guest House at
Grey Hound Hill, Visakhapatnam, Andhra Pradesh’**

August 2020

VISAKAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY

9th Floor, UdyogBhavan, Siripuram, Visakhapatnam-530003, Andhra Pradesh,

India Tel: 7702333584,

Email: [mcmvrda@gmail.com](mailto:mcvmrda@gmail.com); cevudavsp@yahoo.com

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DRAFT

SECTION 1
LETTER OF INVITATION

SECTION 1: LETTER OF INVITATION

Visakhapatnam
XX/XX/2020

Dear Sir,

Sub: Request for Proposal (RFP) – Comprehensive Architectural services and Project Management Consultancy Services for Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh.

1. Visakhapatnam Metropolitan Region Development Authority (VMRDA), intends to seek consultancy services of reputed Consultants and now invites proposals to provide the following services:
Comprehensive Architectural services and Project Management Consultancy Services for Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh. More details are provided on the Services are provided in the attached Terms of Reference.
2. The Request for Proposal [RFP] invited from interested Consulting Firms of for providing **Comprehensive Architectural services and Project Management Consultancy Services for Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh**, as per the terms and conditions laid down in this Request for Proposal (RFP).
3. A firm will be selected under Quality & Cost-Based-Selection (QCBS) and procedures described in this RFP.
4. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Information to Bidders [Including Data Sheet]
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract
5. Please acknowledge VMRDA at the following address by an email or in writing about the downloading of this RFP Document by your Consulting Firm –
 - that the RFP Document is downloaded by your Consulting Firm;
 - whether you will attend the Pre-bid Meeting; and
 - whether you will submit the RFP.

Metropolitan Commissioner,
VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY (VMRDA),
9th Floor, UdyogBhavan Complex, Siripuram,
Visakhapatnam 530003, Andhra Pradesh, India,
Phone No: 7702333584
Email: mcvmrda@gmail.com; cevudavsp@yahoo.com

Yours sincerely,

Sd./-Metropolitan Commissioner
Visakhapatnam Metropolitan Region Development Authority (VMRDA),
Visakhapatnam

Enclosure: Copy of Request for Proposal (RFP)

SECTION 2
INFORMATION TO BIDDERS

SECTION 2: INFORMATION TO BIDDERS

2.1 PROJECT BACKGROUND & OBJECTIVE

The Protocol Department and District Collectors of Government of Andhra Pradesh is providing accommodation to the VVIPs i.e. Hon'ble President of India, Hon'ble Vice – President of India, Hon'ble Prime Minister of India, Hon'ble Chief Justice of India and Judges of Supreme Court, Hon'ble Central Ministers, Dignitaries of Govt. of India and other State Governments who are visiting to Andhra Pradesh and also tours of Hon'ble Governor, Hon'ble Chief Minister, and Hon'ble Ministers within the State at State Guest Houses and Circuit Houses available in the State. These guest Houses at state and District level are also being used by senior officers such as Secretary/ Additional Secretary/ Joint Secretary and other officers of equivalent rank from Government of India and Chief Secretary/ Special Chief Secretary/ Principal Secretary/ Secretary and other officers of equivalent rank from state government, when they visit Districts for inspection and other official duties.

In case sufficient accommodations with appropriate standards are not available in the state Guest Houses/ Circuit Houses at District level suitable accommodation is being secured for the State Guests in any of the suitable hotels. During the review of Protocol expenditure it has been observed that huge expenditure is being incurred towards accommodation and hospitality facilities at private hotels in Vijayawada and other places during the visits of above mentioned Dignitaries and officers.

Keeping in view the enormous expenditure the Government hereby agrees in principle to construct new/ additional Guest Houses/ Circuit Guest Houses in the State in phased manner at various places with the different Executive Agencies. In view above state government has given the responsibility to VMRDA to develop the state guest house at Visakhapatnam. The government has constituted a committee under the chairmanship of Dist. Collector, Visakhapatnam to identify the location for AP state Guest House and also to obtain detailed project report. The committee has identified location near Grey Hound Hill for construction of state guest house at Visakhapatnam. In view of the above the committee requested the Metropolitan Commissioner, VMRDA to appoint the consultant for comprehensive architectural services and project management consultancy services for development of AP State Guest House at an early date duly complying with RFP process. Accordingly Request for Proposal [RFP] invited from interested Consulting Firms of for providing **Comprehensive Architectural services and Project Management Consultancy Services for Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh.**

2.2 DEFINITIONS AND OTHER CONDITIONS

2.2.1 Definitions

- (a) "Employer/Client" means Visakhapatnam Metropolitan Region Development Authority (VMRDA) and its representatives.
- (b) "Bidder" means any entity or person submits the Technical and Financial proposals for the project.
- (c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is, the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific assignment conditions.
- (f) "Employer's Representative" means the person / personnel appointed by the client to act as the Employer's representative to oversee the activities of consultant from time to time and as directed by VMRDA.
- (g) "Day" means calendar day.
- (h) "Government" means the Government of Andhra Pradesh.
- (i) "Information to Bidders" (Section 2 of the RFP) means the document, which provides Bidders with all information needed to prepare their Proposals.
- (j) "LOI" means the Letter of Invitation extended by the Client to the prospective Bidders.
- (k) "LOA" means the Letter of Award extended by the Client to the successful Bidder.
- (l) "Personnel" means professionals and support staff provided by the Consultant Associate(s) and their associates and assigned to perform the Services or any part thereof.
- (m) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (n) "RFP" means the 'Request for Proposal' prepared by the Client for the selection of Consultants.
- (o) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (p) "Associate(s)" means any person(s) or entity with whom the Consultant delivers/provides any part of the Services.
- (q) "Terms of Reference" (ToR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2.2.2 The proposal will be rejected for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

2.2.3 A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if - it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing, a contract; and

- 2.2.4 The client will have the right to require that, a provision be included requiring consultants to permit VMRDA to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of VMRDA.
- 2.2.5 Consultants and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 2.2.6 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals.
- 2.2.7 Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit CV of new staff, being proposed in replacement, who would be considered in the final contract, after the evaluation of the CV, Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

2.3 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.3.1 Bidders may request clarification on any of the points contained in RFP documents up to the number of days indicated in the Data Sheet (Section 2.12) before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders who intend to submit proposals.
- 2.3.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any such amendment shall be issued in writing through addenda. Addenda shall be sent by electronic mail to all invited Bidders and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.4 PREPARATION OF PROPOSAL

2.4.1 Documents Comprising the Bid:

The bid submitted by the Bidder shall comprise the following:

- A. Bid Form should be completed and signed by a person or persons duly authorized to bind the Bidder to the contract with the following attachments:
 - a. Attachment 1: EMD, Online Payment Receipt
 - b. Attachment 2: Power of Attorney duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder; The authorized person of the firm has to sign the Power of Attorney
 - c. Attachment3: Bid Processing Fee, Online Payment Receipt
- B. The Technical part attachments consisting of the following (All the forms should be follow the format given in Section 3) :
 - a. Attachment T1: Technical Prequalification proposal
 - b. Attachment T2: Technical Proposal
- C. The Financial part attachments consisting of the following (All the forms should be follow the format given in Section 4):
 - a. Attachment T1: Financial Bid (Submitted Online Only)
The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

PART-1A: TECHNICAL PREQUALIFICATION AND MINIMUM ELIGIBILITY CRITERIA

2.4.2 The Bidders shall be a Single Entity with following eligibility criteria. The Joint Venture/ consortium shall not be allowed.

Sl.	Minimum Eligibility Criteria	Documents Required
1	The Bidder shall be a registered Company.	<ul style="list-style-type: none"> Sole Proprietor or Partnership firm registered under the Partnership Act. OR Certificate of Incorporation/ Registration under Companies Act, 1956 Memorandum and Articles of Association.
2	The Bidder shall have been in operation for a period of at least 20 years in India , prior to the last date of submission of bid.	<ul style="list-style-type: none"> Sole Proprietor or Partnership firm registered under the Partnership Act. OR Certificate of Incorporation/ Registration under Companies Act, 1956 Memorandum and Articles of Association.
3	The Bidder shall have an average annual turnover of INR 25 Crore from consultancy services (in India operations only) and a positive Net Worth, from last three financial years (Financial years 2017-18, 2018-19 and 2019-20).	<ul style="list-style-type: none"> Audited Financial Statement Statutory auditor's certificate OR certificate from Company Secretary of the bidder clearly specifying the annual turnover and net worth for the specified years
4	The Bidder shall have experience for a Building Project of Government Complex of value not less than INR 150 Cr (Construction Cost) with Comprehensive responsibility of Detail Design Services including Architecture, Interiors, MEP, Structure, Site Infrastructure, Landscape Design, Data & Security Network.	<ul style="list-style-type: none"> Work Order/ Client Certificate/Project Photography and Other Supporting documents to substantiate the experience shall be submitted by the bidder.

Notes:

- Only Bidders fulfilling the minimum eligibility criteria shall be considered for further Technical evaluation as per Part 1B.

PART 1B: TECHNICAL PROPOSAL

2.4.3 Only those bidders fulfilling the minimum eligibility criteria shall be further evaluated based on following criteria stated in the table:

Sr. No.	Technical Evolution Criteria	Grading Criteria	Sub Mark	Max Marks	Documents Required
A. Financial Strength (Turn over) (4 Marks)					
1	The Bidder shall have an average annual turnover of INR 25 Crore from consultancy services (in India operations only) and a positive Net Worth, from last three financial years (Financial years 2017-18, 2018-19 and 2019-20).	(a) Fulfilling minimum criteria - 1 mark	1	4	Audited Financial Statement Statutory auditor's certificate OR certificate from Company Secretary
		(b) INR 25 Cr to INR 30 Cr - Additional 1 Mark	3		
		INR 30 Cr to INR 35 Cr - Additional 1 Mark			
		More than 35 Cr - Additional 1 Mark			
B. Experience (22 Marks)					
2	The Bidder shall have been in operation for a period of at least 20 years in India, prior to the last date of submission of bid.	(a) Fulfilling minimum criteria - 2 marks	2	4	Certificate of Incorporation/ Registration under Companies Act, 1956 Memorandum and Articles of Association.
		(b) Beyond 20 years – 1 Mark for every additional 5 years (or part thereof) subject to a maximum of 2 marks	2		
3	The Bidder shall have experience for a Building Project of value not less than INR 150 /- Cr (Construction Cost) with Comprehensive responsibility of Detail Design Services including Architecture, Interiors, MEP, Structure, Site Infrastructure, Landscape Design, Data & Security Network.	(a) fulfilling minimum criteria	2	9	Work Order/ Client Certificate/ Project Photography and Other Supporting documents to substantiate the experience shall be submitted by the bidder.
		(b) Beyond 1 st project – 3 Marks for every similar additional project subject to a maximum of 6 marks.	6		
		(c) Additional 1 Marks if Any one of the above project client is Central Govt./ State Govt. or Govt. autonomous body	1		
4	The bidder shall have experience of Project Management consultancy (PMC) Services for minimum of one project submitted in Sl. B (3) under the same firm.	(a) fulfilling minimum criteria	2	5	Work Order/ Client Certificate/ Project Photography and Other Supporting documents to substantiate the
		(b) Beyond 1 st project – 2 Marks for every similar additional project subject to a maximum of 2 marks.	2		

Sr. No.	Technical Evolution Criteria	Grading Criteria	Sub Mark	Max Marks	Documents Required
		(c) Additional 1 Marks if Any one of the above project client is Central Govt./ State Govt. or Govt. autonomous body	1		experience shall be submitted by the bidder.
5	The Bidder shall have experience for a Building Project on Contour Terrain , with site Master Planning as part of scope of work.	(a) fulfilling minimum criteria	2	4	Work Order/ Client Experience Certificate/ Other Supporting documents to substantiate the experience shall be submitted by the bidder
		(b) Beyond 1 st project – 2 Marks for every similar additional project subject to a maximum of 2 marks.	2		
C. Approach and Methodology (74 Marks)					
6	The Bidder's A&M submission shall have detailed proposal as per Scope of Work and understanding shall include submission as stated alongside only.	(a) Similar Past Projects Comprehensibly executed by the firm to demonstrate ability to execute similar works	15	50	Presentation
		(b) Project understanding and Approach	30		
		(c) Work Plan & Schedule	5		
7	Details of Key Personnel to be assigned as part of Project Team For Comprehensive Architecture Services (14 Marks)				
7.1	Master Architect Master in Architecture / Urban Planning / Urban Design with Bachelors in Architecture Minimum experience of 25 years and employed with the Bidder for a minimum period of 20 years.	(a) Fulfilling minimum criteria	2	4	Education Certificates, Curriculum Vitae (CVs)
		(b) Experience of Similar project which have won national international awards – 1 Mark for each additional Similar project subject to a maximum of 2 marks.	2		
7.2	Team Leader Graduate in Architecture / Minimum experience of 15 years and employed with the Bidder for a minimum period of 10 years	(a) Fulfilling minimum criteria	1	2	
		(b) Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 marks.	1		

Sr. No.	Technical Evolution Criteria	Grading Criteria	Sub Mark	Max Marks	Documents Required
7.3	Project Coordinator– Key Coordination	(a) Fulfilling minimum criteria	1	2	
	Graduate in Civil Engineering / Architecture or Post-Graduation in Construction Management Minimum experience of 12 years and employed with the Bidder for a minimum period of 7 years	(b) Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 marks.	1		
7.4	Senior Architect	(a) Fulfilling minimum criteria	1	2	
	Graduate in Architecture Minimum experience of 10 years and employed with the Bidder for a minimum period of 5 years	(b) Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 marks.	1		
7.5	Structural Engineer	(a) Fulfilling minimum criteria	1	2	
	Post Graduate in Structural Minimum experience of 15 years	(b) Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 marks.	1		
7.6	MEP Engineer	(a) Fulfilling minimum criteria	1	2	
	Graduate in Electrical/ Mechanical Minimum experience of 15 years	(b) Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 marks.	1		
8	Details of Key Personnel to be assigned as part of Project Team For Project Management consultancy Services (10 Marks)				
8.1	Sr. Project Manager	(a) Fulfilling minimum criteria	2	4	Education Certificates, Curriculum Vitae (CVs)
	Post-Graduation in Construction Management or Graduate in Architecture / Civil Engineering Minimum experience of 15 years and employed with the Bidder for a minimum period of 10 years	(b) Experience of Similar project – 1 Mark for each additional Similar project subject to a maximum of 2marks.	2		

Sr. No.	Technical Evolution Criteria	Grading Criteria	Sub Mark	Max Marks	Documents Required
	Required to closely monitor from head office on daily basis and visit site periodically as per site requirement.				
8.2	<p>Sr. Engineer / Sr. Architect</p> <p>Graduate in Architect / Civil Engineering</p> <p>Minimum experience of 07 years and</p> <p>Required Full time on site during construction period</p>	<p>(a) Fulfilling minimum criteria</p> <p>(b) Experience of Similar project – 0.5 Mark for each additional Similar project subject to a maximum of 1 mark.</p>	<p>2</p> <p>1</p>	3	
8.3	<p>Engineer (Civil)</p> <p>Graduate in Civil Engineering</p> <p>Minimum experience of 03 years</p> <p>Required Full time on site during construction period and during Defect liability period inspect and submit a status report on quarterly basis & deputed if any testing/maintenance/ repairing works are to be carried out</p>	(a) Fulfilling minimum criteria	1	1	
8.4	<p>Engineer (MEP)</p> <p>Graduate in electrical/mechanical Engineering with minimum experience of 02 years or Diploma in electrical/mechanical Engineering with minimum experience of 04 years</p> <p>Required Full time on site during construction period and during Defect liability period inspect and submit a status report on quarterly basis & deputed if any testing/maintenance/ repairing works are to be carried out</p>	(a) Fulfilling minimum criteria	1	1	

Sr. No.	Technical Evolution Criteria	Grading Criteria	Sub Mark	Max Marks	Documents Required
8.5	<p>Architect / interior designer</p> <p>Graduate in architecture /interior designing with minimum experience of 03 years interior projects or Diploma in architecture / interior designing with minimum experience of 04 years interior projects</p> <p>Required Full time on site after site once interior works started</p>	(a) Fulfilling minimum criteria	1	1	

Notes:

- Bidders who are able to achieve all the minimum criteria and score more than **70 Marks out in section A, B, C&D (Out of 100 Marks)** shall qualify for opening and evolution of the financial proposal.
- Above List of Project team members is for Technical Grading only, however financial quotation shall be inclusive of all other expertise and support staff deemed required.
- **Similar Projects for** means Government Complex, Institutional Campus, State guesthouse, resorts, and Corporate Office of stipulated project cost as per Eligibility and Evaluation criteria. **Please note** Hospitals, Residential, Real Estate Development, Mixed Use or Township Planning Projects, Industrial Project shall not be considered in similar projects.

2.4.4 During submission of the Technical Proposal, Bidders must give particular attention to the following:

- It is desirable that the majority of the key professional staff proposed should preferably be permanent staff with minimum stipulated experience for each position as stated above.
- Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) must be submitted for each position, and proposed professional staff must, have the minimum experience indicated in the datasheet.
- C.V. must be in English language only.

2.4.5 The Technical Proposal must provide the following information, using but not limited to the formats from TECH 1 to TECH8.

- The description of the approach and methodology including extent of surveys and studies proposed to be undertaken, if required
- Presentation of work plan for performing the services, illustrated with bar charts of activities.
- Composition of the proposed team, tasks assigned to each professional and the duration of their in put.

- d) Recently signed CVs in blue ink on each page by the authorized representative submitting the proposal. Key information should include years with the firm and degree of responsibility held in various assignments. Photocopy or unsigned CVs shall not be evaluated.
- e) Time estimates of the total staff inputs (professional and other support staff) for the services, supported by bar chart diagrams showing the time proposed by each professional staff member.
- f) Any other information requested in data sheet and/or Bidders' desires, provided relevant to proposed study.

2.4.6 The Technical Proposal must not include any financial information. Any Technical Proposal which contains financial information will be summarily rejected.

PART 2: FINANCIAL PROPOSAL

2.4.7 In preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP documents. The preparation of Financial Proposal should follow Standard Forms. It should include all costs associated with the Assignment, including (a) remuneration to the staff and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, accommodation), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and surveys (traffic, home interview, etc), software key, etc (c) Consultant's Site visits and any other out of pocket expenses as components of this assignment.

2.4.8 The Financial Proposal should clearly identify and include all the taxes, duties, fees, levies and other charges imposed under the applicable law, on the Bidders, and their personnel, and include as part of their offer, and show only GST separately. GST will be paid by the authority on and above of the consultancy fees as per prevailing rate.

2.4.9 Bidders have to express the price of their services in the Local currency (Indian Rupees) only. Price expressed in any other currency will be summarily rejected.

2.5 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

2.5.1 Bids shall be submitted online on AP e-procurement platform (<https://tender.approcurement.gov.in/>). For online submission, bidders shall procure digital access prior to due date of bid submission. Bidders need to contact help desk of Andhra Pradesh Technology Services (APTS) at the below address (<https://tender.approcurement.gov.in/helpdesk.html#>) for taking digital key and access for bid submission on e-procurement. It is the sole responsibility of the bidders at their own cost, time and effort for obtaining the digital access from APTS and VMRDA is not liable/ accountable in any way, in this regard.

2.5.2 For any clarification regarding AP e-procurement bidder can alternatively contact

Vupadhi Techno Services Pvt. Ltd.
1st Floor, Ramky Grandiose,
Sy. No: 136/2 & 4, Gachibowli,
Hyderabad - 500032.
Phone No: +91 40-39999700, 39999701, 39999702
Fax No: +91 40-39999702
Help Desk Support at Vijayawada Mobile No: 7337318402/ 403
Email: eprocsupport@vupadhi.com

- 2.5.3 The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with "Amendment of Bidding Documents" in which case all rights and obligations of the Authority and the bidder's previously subject to the original due date will thereafter be subject to the due date as extended.
- 2.5.4 No Bidder shall submit more than one Bid for the Proposal.
- 2.5.5 After submission of bid through AP e-procurement, bids must be submitted in soft copy (best quality) through e-mail to cevudavsp@yahoo.com (Financial Proposal should not be the part of this submission) before opening of Technical bid. Further the bidders are requested to submit receipts of the EMD and Bid processing fee (paid through online) and copies of the bid (1 original set and 2 sets of photocopies) in "sealing and marking of bids" to the Authority before commencement of Technical Presentation. The bidder shall invariably furnish the receipts of the EMD and Bid processing fee (paid through online) and original copies of the uploaded documents only to the tender inviting authority before opening technical bid either in person or through courier or by post and the receipt of the same should be within the due date shall be the responsibility of bidder. The tender inviting authority shall not take any responsibility for any delay or non-receipt of the above documents. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. The bidder is requested to get a confirmed acknowledgement from the Authority as a proof of receipt of '1 original set' and '2 sets of photocopies' to avoid any discrepancy. The bidder should submit the same documents which were uploaded through AP e-procurement only and any other additional documents will not be considered.
- 2.5.6 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.5.7 The envelope containing the Technical Proposal, should be addressed to Metropolitan Commissioner, VMRDA (as per the detailed address given in Data Sheet) and labeled "**Request for Proposal (RFP) – Comprehensive Architectural services and Project Management Consultancy Services for Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh**".
- 2.5.8 The completed proposals must be delivered / submitted on or before the submission time and date as stated in the data sheet. The client shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and / or marked as stipulated.
- 2.5.9 After the deadline for submission of proposals, "Technical Proposal" and "Financial Proposal" shall be downloaded from e-procurement website in the presence of the Bidders / their Authorized Representatives who choose to attend on the date and time indicated in the data sheet. The Financial Proposals shall remain sealed and deposited separately.

2.6 PROPOSAL EVALUATION

- 2.6.1 The following procedure shall be adopted in evaluating the proposals:

Technical Proposal:

2.6.2 The Evaluation Committee appointed by the VMRDA shall carry out evaluation of Technical Proposals. The evaluation criteria are point / marks system based as specified in the data sheet. Each valid proposal shall be attributed a technical score. The Technical Proposal should score at **least 70%** to be considered responsive for financial bid opening.

Financial Proposal:

2.6.3 After the evaluation of Technical Proposal is completed, the Client may notify those bidders whose Technical Proposals were considered non-responsive / not qualifying as per RFP Terms of Reference, indicating that their Financial Proposals will be not open on AP e-procurement portal.

2.6.4 The Client shall simultaneously notify the bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification will be notified in the VMRDA website and communicated through the registered e-mail address.

2.6.5 The Financial Proposals shall be opened in the presence of the bidders/ authorized representatives who choose to attend. The name of the bidder, the technical scores, and the proposed bidding price shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the financial bid opening.

2.6.6 The evaluation committee will (a) correct any computation all arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

2.6.7 In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

2.6.8 The price bid to be considered for evaluation shall exclude GST, but shall include all the other taxes, if any.

2.6.9 The Evaluation Committee shall consider the evaluated financial offer and/or total proposal cost and the score on price quote will be calculated in the following manner:

STEP 1: Evaluation of Technical Proposal- Out of 100 marks

The Technical Proposal as submitted by the Bidders shall be evaluated based on the information/ documents submitted therewith and as per Technical Evolution Criteria describe in Clause 2.4.2. This will be followed by the bidder's presentation on approach and methodology. The presentation must be made by the proposed Team leader and at least two other experts from the core team.

This, score out of 100 marks shall be considered as the TECHNICAL SCORE (TS). The Bidder who scores **70 marks** or more out of 100 marks shall qualify for opening and evaluation of the Financial Proposal.

STEP 2: Evaluation of Financial Proposal and Financial Score (FS)

After the evaluation of the Technical Proposals, the Client shall evaluate the Financial Proposals of the bidders qualified as per the Technical Score. The Financial Proposals shall be opened in the presence of the representatives of the qualified Bidders who choose to attend. The Client shall declare the names of the qualified Bidders along with their respective Technical Score before opening the Financial Proposals. The proposed financial fees quoted by the respective Bidder shall be read aloud and recorded when the Financial Proposals are opened

Since the Bidder has to quote the fee for four different parts, the financial evaluation shall be carried as per following:

F1 – Score for Part A: Master Planning – Weighted Percentage (%) Fees

Weightage in overall financial quote = 10%

F2 – Score for Part B: Architectural Detailed Design – Weighted Percentage (%) Fees

Weightage in overall financial quote = 40%

F3 – Score for Part C: Interior Design Services – Weighted Percentage (%) Fees

Weightage in overall financial quote = 25%

F4 – Score for Part D: Project Management Services – Weighted Percentage (%) Fees

Weightage in overall financial quote = 25%

Bidders shall be required to upload their percentage fees individually for each of the four sections (Bidders should not quote % fees directly but calculate weighted % fees for each of the 4 components)

The Financial Score (FS) of will be determined using the formula: $FS = F1 + F2 + F3 + F4$

The financial evaluation shall be carried out as per following:

$$\text{Financial Score (Fs)} = \frac{FL \times 100}{FB}$$

Where,

FL is the Lowest Quote / percentage amongst all qualified bids and

FB is the Quote / Percentage fee quoted by the bidder under consideration

Final Composite Score

Proposals will be ranked according to their Final Composite Score (FCS) marked out of 100 marks, which shall be calculated by assigning a weightage of 80% to Technical Score (TS) and a weightage of 20% to Financial Score (FS).

$$\text{FCS} = [Ts \times T] + [Fs \times F]$$

The weights given to the Technical and Financial Proposals are:

$$T = 0.8 \text{ (80\%)}$$

$$F = 0.2 \text{ (20\%)}$$

2.6.10 On completion of Evaluation of Technical and Financial Proposals, final ranking of the proposals will be determined by giving weightage to Technical and Financial Proposal, as specified in the Data Sheet. The firms will be ranked based on their weighted score. The firm achieving the highest combined technical and financial score will be invited for the contract negotiations.

2.7 AWARD OF CONTRACT

2.7.1 After completion of evaluation of bids, the Client shall award the Contract to the selected bidder by Issuing a Letter of Award.

2.7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the datasheet.

2.8 CONFIDENTIALITY

2.8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.9 RIGHT OF REJECTION

2.9.1 VMRDA reserves right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP prior to, and including, the pre- proposal meeting date, to proceed to do the work otherwise, withdraw this RFP, not to award the work, or not to award a portion of work at any time. The receipt of proposals shall not in any way, obligate the VMRDA to enter into a consultancy agreement, or any other contract of any kind with the Bidder. All submitted copies of the proposals shall become the property of VMRDA.

2.10 Data Sheet

SL.No.	DETAILS			
1	Name of the Assignment: Request for Proposal (RFP) – Comprehensive Architectural services and Project Management Consultancy Services for Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh			
2	Name of the Client: The Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority (VMRDA), 9th Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam-530003, AP, India, Phone No: 7702333584 . Email: mcvmrda@gmail.com; cevudavsp@yahoo.com			
3	Availability of RFP: RFP document can be downloaded from the official website https://tender.apecurement.gov.in/			
4	Method of Selection of the Bidder for the Assignment: Quality & Cost Based Selection QCBS Method (80:20).			
5	Information on ‘Key Dates’ for the Request for Proposal (RFP)			
	S. No.	Event	Days	Key Dates and Time
	1.	Issue of RFP (Bid) Document	-	13.08.2020 11:00 AM
	2.	For Receipt of Queries & Clarifications (Mail your queries to Chief Engineer, VMRDA, Visakhapatnam to Email: cevudavsp@yahoo.com)	4	17.08.2020 05:00 pm
	3.	Pre-Bid Meeting (Online / Offline pre-bid, necessary ID will be shared on request)	1	18.08.2020 11:00 AM
	4.	Reply to Queries & Clarifications	2	20.08.2020
	5.	Last date for Bid document download	6	26.08.2020 02:00pm
	6.	Last Date for Submission of Bids	-	26.08.2020 03:00 pm
	7.	Opening of Technical Proposals (At Conference Hall, VMRDA, Visakhapatnam.)	-	26.08.2020 04:00 pm
	8.	Technical Presentation (Online Video Conference)	2	28.08.2020 11:00 am
	9.	Declaration of Technically Qualified Firms	3	31.08.2020 03:00 pm
	10.	Opening of Financial Bids (At Conference Hall, VMRDA, Visakhapatnam.)	-	31.08.2020 05:00pm
	11.	Discussion on Contract finalization with the Successful Bidder	2	02.09.2020
	12.	Letter of Award	1	03.09.2020
	13.	Signing of Contract Agreement	1	04.09.2020
	14.	Commencement of Services	3	07.09.2020

	Note: Bid Processing Fee (Non-refundable)	INR 10,000 (Indian Rupees Ten Thousand only) paid through the Demand Draft (DD)
6	<p>i) Earnest Money Deposit (EMD) (Only online payment towards EMD will be allowed, DDs/POs/BCs/BGs will not be allowed.)</p> <p>a. Refundable on completion of project for successful bidder b. Refundable for unsuccessful bidders within 60 days</p>	INR 5,00,000/- (Indian Rupees Five Lakhs only) Paid online (Any bid submitted without EMD shall be summarily rejected.)
	ii) Transaction Fee	INR 5,000/- (Indian Rupees Five thousand only) though online payment
7	<p>Performance Bank Guarantee (BG): Successful bidder shall submit Performance Security in the form of BG within five days of Signing of the Contract. Format for Performance Security Form (BG) is attached in Appendix-H</p>	05 % of the contract value
8	Financial Proposal has to be submitted together with Technical Proposal : Yes (QCBS Method)	
9	Technical and Financial Proposals remain valid for 90 days after the respective submission date.	
10	Queries & Clarifications may be accepted by VMRDA at least 'Three (3) Days' prior to the date of the Pre-bid Meeting, i.e., by 30.05.2020, beyond that clarifications will not be entertained. The contact address for any clarifications in writing through e-mail only : mcvmrda@gmail.com ; cevudavsp@yahoo.com	
11	All Correspondence / Proposals shall be submitted in English only .	
12	Short listed bidders may associate with other short listed Bidders: No	
13	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes .	
14	Bidder to state local cost in the national currency (INR): Yes .	
15	Bidder must submit two (2) Parts – one (1) original and two (2) copies of the Technical Proposal and one (1) original of Financial Proposal.	
16	Financial Proposal to be submitted in sealed envelope: Yes	
17	The minimum technical score required to pass is ' 70' from a maximum of 100 Points	
18	Quality-Cost Ratio (Applicable for QCBS Techno-Commercial Evaluation only): 80:20	
19	For any further queries contact: Sri K Rammohana Rao, Chief Engineer, VMRDA, Visakhapatnam, Mobile No.077023-33584 Email: cevudavsp@yahoo.com	
20	<p>All the personnel shall have working knowledge of English and all the reports shall be written in English.</p> <p>(a) Each Key Staff proposed shall be associated with only one Bidders. If the same member is proposed by two firms, the CV of the person so proposed will not be considered for evaluation in both the firms;</p> <p>(b) Association of two short listed firms/entity is not permitted;</p> <p>(c) Local Language is Telugu</p>	

21	<p>The formula for determining the financial scores is the following:</p> $\text{Financial Score (FS)} = \frac{\text{FL} \times 100}{\text{FB}}$ <p>Where, FL is the Lowest Quote / percentage and FB is the Quote / Percentage of the bid under consideration</p> <p>Proposals will be ranked according to their Final Composite Score (FCS) marked out of 100 marks, which shall be calculated by assigning a weightage of 0.80 to Technical Score (TS) and a weightage of 0.20 to Financial Score (FS).</p> $\text{FCS} = [\text{TS} \times \text{T}] + [\text{FS} \times \text{F}]$ $\text{T} = 0.8 \text{ (80\%)}$ $\text{F} = 0.2 \text{ (20\%)}$
22	<p>The Client will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> 1. Geotechnical and Topographical Survey of the site and surrounding area 2. Existing available data 3. Take Environmental Clearance/ Environmental Approval if required. Consultant shall provide the required drawings to facilitate the same. 4. Appoint Vastu Consultant – Consultant shall incorporate the Vastu Consultant’s suggestion in their design. Vastu consultant will appoint by client. 5. Statutory approvals from Authorities. Consultant shall provide the required drawings to facilitate the same.
21	<p>The expected date of commencement of consulting services: 10.09.2020</p>
22	<p>The Consultancy is to be completed within 20 Calendar Months from the date of commence of the consulting services. The firm shall initiate the services within three days from of signing of the Contract Agreement.</p>

SECTION 3
TECHNICAL PROPOSAL – STANDARD FORMS

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH 1	TECHNICAL PROPOSAL SUBMISSION FORM
FORMTECH 2	FIRM’S PROFILE AND EXPERIENCE
FORMTECH 3	COMMENTS AND SUGGESTIONS ON THE (A)TERMS OF REFERENCE (B) ON DATA SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER; AND (C) APPRECIATION OF ASSIGNMENT.
FORM TECH 4	DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.
FORMTECH 5	TEAM AND TASKS ASSIGNMENT
FORM TECH 6	FORMAT OF CURRICULUM VITAE OF PROPOSED KEY PROFESSIONAL STAFF.
FORM TECH 7	STAFFING SCHEDULE
FORM TECH 8	WORK SCHEDULE

FORM TECH 1: TECHNICAL PROPOSAL SUBMISSION FORM

Location:

Date:

To:

Metropolitan Commissioner,

Visakhapatnam Urban Development Authority,

9th Floor, Udyog Bhavan Complex, Siripuram,

Visakhapatnam 530003,

Andhra Pradesh, India,

Phone: Phone No: 7702333584.

Email: mcvmrda@gmail.com; cevudavsp@yahoo.com

Ladies/ Gentlemen

**Subject: Comprehensive Architectural services and Project Management Consultancy Services for
Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh**

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH 2: FIRM'S PROFILE AND EXPERIENCE

A. Bidder's Organization

(Provide not more than 5 pages by each member of Consortium)

B. Bidders Experience (Relevant Services carried out in the last Ten (10) Years that best illustrate qualifications, using the format below, provide information on each reference assignment for which your firm/ Consortium (Not exceeding more than 40pages)

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm/ Entity (Profiles).	
Name of Employer:		No. of Staff:	
Address:		No. of Staff-Months: Duration of Assignment:	
Start Date (Month/ Year):	Completion Date (Month/ Year):	Approx. Value of Services (in INR):	
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Firm's Name: _____

FORM TECH 3: COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER AND APPRECIATION OF ASSIGNMENT

A. On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the Data, Services, and Facilities to be provided by the Employer

- 1.
- 2.
- 3.
- 4.
- 5.

C. Appreciation of Assignment

- 1.
- 2.
- 3.
- 4.
- 5.

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**FORM TECH 4: DESCRIPTION OF THE APPROACH AND METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

- a) *Technical Approach and Methodology.*** In this chapter, the bidder explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The bidder shall highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The bidder shall also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) *Work Plan.*** In this chapter, the bidder shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) *Organization and Staffing.*** In this chapter, the bidder shall propose the structure and composition of the team. The bidder shall list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM TECH 5: TEAM COMPOSITION AND TASK'S ASSIGNMENT

1. Key Personnel and Managerial Staff for Comprehensive Architectural Services :

S. No	Name	Position	Task
1			
2			
3			
4			
5			
-			
-			

2. Technical Support Staff for Comprehensive Architectural Services:

S. No	Name	Position	Task
1			
2			
3			
4			
5			
-			
-			

3. Key Personnel and Managerial Staff for Project Management Consultancy Services:

S. No	Name	Position	Task
1			
2			
3			
4			
5			
-			
-			

4. Technical Support Staff for Project Management Consultancy Services:

S. No	Name	Position	Task
1			
2			
3			
4			
5			
-			
-			

**FORM TECH 6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/ Entity:

Nationality:

Membership of Professional Associations:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education

[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor, in speaking reading and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications, and my experience.

Date: [Signature of staff member or authorized representative of the Firm] Day/Month/Year

Note: The maximum number of pages of a CV should not exceed over 5 (five) pages.

FORM TECH 7: STAFFING SCHEDULE FOR KEY PROFESSIONALS AND TECHNICAL SUPPORT PERSONNEL

S. No.	Name	Position	Months (in the Form of a Bar Chart)											Number of Months	
			1	2	3										
															Sub Total (1)
															Sub Total (2)
															Sub Total (3)

Signature

(Authorized Representative)

Full Name:

Title:

Address:

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FORM TECH 8:WORKS SCHEDULE

A. Field Investigation and Study Item

S. No.	Item of Work / Task / Sub-Task	Month-wise Program (in form of Bar Chart) (1 st , 2 nd & 3 rd are months from the start of assignment)					
		1 st	2 nd	3 rd	-	-	-
1							
2							
3							
B. 4							
5							
m							

B. Milestone timelines

Sl. No.	Milestone Activities *	Programme date
1		
2		

C. Deliverables timelines

Sl. No.	Submissions*	Programme date
1		
2		

*As indicated in ToR and may be additionally added by Bidders based on Approach and Method as required for the Assignment. (Bidders will indicate as per the requirement)

SECTION 4
FINACIAL PROPOSAL – STANDARD FORMS

SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used to prepare the Financial Proposal according the instructions provided in the RFP.

FORM FIN 1: FINACIAL PROPOSAL SUBMISSION FORM

FORM FIN 2: SUMMARY OF COSTS

FORM FIN 3: BREAKDOWN OF COSTS

FORM FIN 4: BREAKDOWN OF REMUNERATION

FORM FIN 5: BREAKDOWN OF REIMBURSABLE EXPENSES

FORM FIN 6: BREAKDOWN OF MISCELLANEOUS EXPENSES

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FORM FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM

Location:
Date:

To:

Metropolitan Commissioner,
Visakhapatnam Urban Development Authority,
9th Floor, UdyogBhavan Complex, Siripuram,
Visakhapatnam 530003,
Andhra Pradesh, India, Phone: + Phone No: 7702333584
Email: mcvmrda@gmail.com;cevudavsp@yahoo.com

Ladies/ Gentlemen

**Subject: Comprehensive Architectural services and Project Management Consultancy Services for
Development of AP State Guest House at Grey Hound Hill, Visakhapatnam, Andhra Pradesh**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our (Technical and Financial Proposal). Our attached Financial Proposal is for the sum of (Amount in words and figures), which is inclusive of all taxes excluding service tax. Amount of GST we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the Proposal, i.e., [Date].

For any modification in Scope of Work requirement, Additional time and additional fees for the same shall be mutually agreed upon using man-month rates quoted by us in Form Fin 4 & 5

We undertake 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 that you are not bound to accept any Proposal you receive. We remain,
Yours Sincerely,

Authorized Signature: [in Full and initials]
Name and Title of Signatory:
Name of Firm:
Address:

FORM FIN 2: SUMMARY OF COSTS

S. No	Description	Fees in % of total project cost	Fees in words
(I)	(II)	(III)	(IV)
1	Site Master Planning – (weighted % - 10%)		
2	Architectural & Engineering Design– (weighted % - 40%)		
3	Interior Design – (weighted % - 25%)		
4	Project Management Services – (weighted % - 25%)		
5	Total Fee (sum of S. No 1 to 4)		

1. In AP e Procurement portal bidder should enter the value in S. No 5 (Total fee) only.
2. S. No 5 (Total fee) will only be considered for financial evaluation.
3. The fees quoted above are exclusive of Good and Service Tax (GST). GST as applicable on the above-said fees shall be payable additionally at the applicable rate.
4. The Percentage Fees shall be calculated on actual project cost paid to contractor

FORM FIN 3: BREAKDOWN OF COST

S. No	Cost Component	Total Consultancy Fees
1	Remuneration	Rs. ____/-
2	Reimbursable	Rs. ____/-
3	Miscellaneous Expenses	Rs. ____/-

Note: Form Fin 3 to 5 will be submitted by Bidder to support their percentage rate fees. However, these will not consider for financial evaluation

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FORM FIN 4: BREAKDOWN OF REMUNERATION

Sl. No.	Name	Position	Staff Months	Remuneration			Amount (INR)
				Indicate Currency (INR)	Rate (INR)	Amount (INR)	
Comprehensive Architectural Services Team							
1							
2							
3							
-							
-							
-							
Project Management Consultancy Services Team							
1							
2							
-							
-							
Total Remuneration in INR							

Note: Form Fin 3 to 5 will be submitted by Bidder to support their percentage rate fees. However, these will not consider for financial evaluation

FORM FIN 5: BREAKDOWN OF REIMBURSABLE EXPENSES

Sl. No.	Description	Unit	Quantity	Unit Price(INR)	Amount(INR)
1	Return Flights between _____ and _____	Trip			
2	Miscellaneous Travel Expenses	Trip			
3	Subsistence Allowance	Day			
4	Local Transportation Costs*				
5	Office Rent/ Accommodation, Clerical Assistance, etc.				
6	Surveys: Bidders may add additional surveys and investigation, if needed				
7	Consultants' Site visits	Trips			
Total Reimbursable Expenses (INR)					

**Bidders to add more rows as required.*

Note: Form Fin 3 to 5 will be submitted by Bidder to support their percentage rate fees. However, these will not consider for financial evaluation

SECTION 5
TERMS OF REFERENCE

SECTION 5: TERMS OF REFERENCE

5.1 Scope of Work

The site selected for the proposed development for the AP State Guest House is ideally situated at Grey Hound Hill, Visakhapatnam off Beach road about 30 KM from the Visakhapatnam Airport and the total area of the proposed campus is approx. 30 acres.

The first task of the consultant is to prepare a Master Plan for the given site. Thereafter Detailed Architectural and Engineering design for all components identified in the Final Master Plan of site. These shall be followed by Detailed Interior Designs and Project Management consultancy services.

DETAILED SCOPE OF WORK

The Consultancy services has the following major components:

I. Part I – Comprehensive Architectural services

- a) Site Master Planning
- b) Architectural & Engineering Designs
- c) Interior Design

II. Part II - Project Management Consultancy Services

5.1.1 Part I – Comprehensive Architectural services

This component comprises of all design tasks. Broadly, the component further subdivided into three sub components a) Site Mater planning, b) Architectural & Engineering Design Services and c) Interior Design Services

5.1.1.1 Site Master Planning

The task under this section entail site suitability analysis, preparation of Master Plan document, broad land use plan, Study and preparation of proposals and broad cost & phasing of development and Implementation strategy. The Detailed Scope of Work is as per following:

5.1.1.1.1 Inception Report

The consultant shall submit an inception report incorporating Understanding of Project, Approach & Methodology, sub consultants, Detail Time and activity schedule, Man-Power deployment, support required from the client if any etc. after detailed discussion and site visits with client. This report shall also include:

- Ascertain Client's requirements, examine site constraints & potential ; and prepare a design brief for Client's approval.
- Prepare report on site evaluation, state of existing buildings, if any ; and analysis and impact of proposed development on its immediate environs.
- Furnish report on measures required to be taken to mitigate the adverse impact, if any, of proposed development on its immediate environs.

5.1.1.1.2 Master Plan

The consultant shall prepare a Draft Master Plan and Final Master Plan. The activities under this section shall include following but not limited to:

a. Draft Master Plan

- Preparation of preliminary strategies for Draft Master Plan
- Review of total station survey, annual weather charts, land ownership plan, Local bylaws, water data, power, material, labour and other documents and understand the project area. The above of data shall be provided by client and if any fresh survey/ data collection is required, cost for the same shall be borne by the client.
- Preparation of Draft Master Plan which including following :
 - Proposed Building Blocks
 - Zoning
 - Proposals for Key Components & Utilities
 - Proposal for Movement networks
 - Proposal for Parking
 - Proposal for infrastructure
 - Landscape design
 - Preliminary Cost estimation
 - Models &3D Visualization
 - Strategy for Project Implementation

b. Final Master Plan

The Draft Master Plan shall be finalized after discussion with various stake holders through meetings.

After incorporating suggestions from various stake holders and client, the Final Master Plan shall be submitted by consultant.

5.1.1.2 Architectural & Engineering Design

Under this subcomponent, the consultant shall carry out works in 7 stages, as follows:

5.1.1.2.1 Concept Design :

Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

5.1.1.2.2 Preliminary Design and Drawings :

Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Client's approval along with preliminary estimate of cost on area basis.

5.1.1.2.3 Drawings for Client's/ Statutory Approvals :

Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals thereof, if required.

5.1.1.2.4 Working Drawings and Tender Documents :

Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

5.1.1.2.5 Appointment of Contractors:

Provide necessary assistance to Invite, receive and analyse tenders; advise Client on appointment of contractors.

5.1.1.2.6 Construction:

- ❖ Prepare and issue working drawings and details for proper execution of works during construction.
- ❖ Approve samples of various elements and components.
- ❖ Check and approve shop drawings submitted by the contractor/ vendors.
- ❖ Clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings in this regard.
- ❖ Issue Certificate of Virtual Completion of works.

5.1.1.2.7 Completion:

- ❖ Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
- ❖ Issue as built drawings including site master plan, landscaping, services and structures.

The various designs services that follow above stages shall be categorized as below

a. Building Design

1. Architectural design
2. Structural design
3. Electrical design, Data, Security & ELV
4. Plumbing service
5. HVAC
6. Fire Fighting System
7. Green Building Documentation and Certification if required
8. 3D Visualization & Physical Model as per design client's requirement
9. General Development and it's all components

b. Landscape Design

1. Soft landscaping/Horticulture
2. Hardscape
3. Water bodies
4. Open Air Art
5. Street Furniture
6. External Lighting
7. Signage

5.1.1.3 Interior Design

Under this subcomponent, the consultant shall prepare Interior Design of all elements of the building in 7 stages as mentioned below:

5.1.1.3.1 Concept Design:

- ❖ Study site evaluation and analysis report with basic approach to circulation, activity distribution, interaction and external linkages proposed in architectural and site master plan drawings.
- ❖ Prepare design brief and analyse schedule of spaces/facilities in relation to activities and site potential.
- ❖ An analysis of the architectural drawings and service drawings.
- ❖ Prepare conceptual designs and layouts with reference to requirements listed in design brief. This broadly includes but not limited to
 - Bought out / Readymade interior / furniture items and accessories
 - Custom designed interior works (fixed furniture / interior works at site)
- ❖ Prepare rough estimate of cost on unit rate /area basis

5.1.1.3.2 Preliminary Design:

Modify the conceptual designs incorporating required changes, prepare the preliminary drawings, interior views and schedule of finishes for the Client's approval along with the preliminary estimate of cost on unit rate / area basis.

Preliminary design activities for space and items are the broad categories into

1. Selection of bought – out / Readymade interior/furniture items
 - ❖ Preparation of list, Selection and Recommendation of bought-out / readymade interior / furniture items (in consultation with the Client) based on market survey and experience of consultants
 - ❖ Finalize item specifications and colour scheme
 - ❖ Providing assistance to the Client for getting quotations / bids of selected items.
 - ❖ Providing assistance to the Client for preparation of purchase order for selected items
 - ❖ This section will mainly include the following:
 - i. Readymade furniture & accessories like fabric, flower pots, clock, toilet accessories, work table accessories, etc.
 - ii. Signage, specialized flooring, compact storage systems, Artwork & Mural etc.
 - iii. Switches, Light fixtures, Fan, LV/AV equipment etc.

1.1.1. Custom designed interior works (fixed furniture / interior works at site)

- ❖ Preparation of schematic design for preparation of mock-up (if needed)
- ❖ Prototype / Mock – up of such items shall be executed by consultant selected agency and the Client shall pay the agency selected by consultant all costs for executing the same as per the prior approved estimate / rates by client.
- ❖ Preparation of final design document based on approval of mock-up.
- ❖ This section will mainly include the following:

- i. Bespoke furniture, Fixed storage units, acoustical treatment, false ceilings, wall panelling, partitions, window treatment, paint works etc.
- ii. Related civil and electrical works, Toilet finishes etc.
- iii. Installation of the Client procured items etc.

5.1.1.3.3 Drawings for Client's /Statutory Approval:

Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals thereof, if required.

5.1.1.3.4 Working Drawings and Tender Documents:

Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

5.1.1.3.5 Appointment of Contractors:

Provide necessary assistance to Invite, receive and analyse tenders, advice Client on appointment of contractors.

5.1.1.3.6 Construction:

- ❖ Prepare and issue working drawings and details for proper execution of works during construction.
- ❖ Approve samples/mock ups of various elements and components.
- ❖ Check and approve shop drawings submitted by the contractor/ vendors.
- ❖ Clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings in this regard
- ❖ Issue Certificate of Virtual Completion of works.

5.1.1.3.7 Completion:

- ❖ Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
- ❖ Issue two sets of as built drawings including services and structures.

5.1.2 Part II – Project Management Consultancy Services – PMC

Scope of Project Management Services will start on appointment on contractor. On site deployment of PMC staff will be decide as per client advice based on of project requirement.

a. Drawing Management and Control

1. Coordinate between consultant and contractor regarding construction drawings issued by design team / consultant and shop drawings and as built drawings prepared by Contractor.
2. Coordinate with design team / consultant regarding the clarification/request for information in relation to site condition that are sought by contractor / client.
3. Check drawing records maintained by contractor

4. Ensure timely issuance of good for construction drawings by design team / consultants to contractor
5. Ensure design team timely submission shop drawings, technical submission, samples and as built drawings by contractor and their approval by architect.

b. Time Management

1. Establish the system for progress review
2. Prepare work schedule jointly with contractor and client
3. Monitor progress at pre decided intervals
4. Conduct weekly site progress review meetings with client and contractor.
5. Prepare minutes of meeting
6. Identify delayed activities and action to be taken to recover delay
7. Prepare weekly and monthly progress review reports
8. Identify risks in project and prepare **Risk Assessment & Mitigation Plans**

c. Site Construction Supervision

1. Check construction activities - confirming to drawings and tender specifications
2. Maintain change item records
3. Review and certify daily activity log of all contractors at site.
4. Coordinate all the meetings related to project.

d. Workmanship & Quality Supervision

1. Review project quality assurance plan
2. Maintain test registers for various materials and work items/ equipment
3. Monitor and maintain periodic quality checks / stage wise inspections for all activities according to the approved specifications / project quality assurance plan.
4. Inspect all material delivered to site and their storage as per approved material and its specifications.
5. Maintain site instruction records
6. Prepare periodic quality reports and submit to client and Consultant. This may be part of monthly report.

e. Cost Management

1. Check measurement records & advise client on certified contractor's bill for payment.
2. Check consumption records for principal material i.e. cement & steel.
3. Suggest value engineering alternatives with due consideration of the onsite situation and timelines during construction.
4. Improvise contractors work plan methodology.

f. Environment ,Health & Safety (EHS) Management

1. Review of EHS plan submitted by contractor and check Implementation.
2. Periodic EHS Audit
3. Maintain equipment periodic safety audit

g. Defect liability period

1. Quarterly inspect and submit a status report
2. Deputing relevant staff if any testing / maintenance / repairing works are to be carried out and submission of closure reports
3. Defect Liability closure inspection and report

5.2. DELIVERABLE SCHEDULE

Sl no	Stage of work	No	Deliverable
I	Part I – Comprehensive Architectural services		
I.A	Site Master Planning		
1	Inception Report	1	Inception Report
2	Draft Master Plan	2	Draft Master Plan Report
3	Final Master Plan	3	Final Master Plan Report
I.B	Architectural & Engineering Designs		
1	Concept design	1.1	Design Brief
		1.2	Concept design Report
		1.3	Rough estimate of cost on unit rate / area basis
2	Preliminary design	2.1	Preliminary design report
		2.2	Preliminary estimate of cost on unit rate/ area basis
3	Drawings for client's / Statutory approval	3	Final drawing set for client/statutory approval
4	Working drawings and tender documents	4.1	Working drawings
		4.2	Tender documents as listed in 5.1.1.2.4
5	Appointment of contractor	5	Documents and tender assessment reports sought client if any
6	Construction	6.1	Approvals and coordination as stated in 5.1.1.2.6
		6.2	Issuance of virtual completion certificate of works
7	Completion	7.1	Completion report
		7.2	As built drawings as requested by client
		7.3	assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities
I.C	Interior Design		
1	Concept design	1.1	Design Brief
		1.2	Concept design Report
			Rough estimate of cost on unit rate / area basis
2	Preliminary design	2.1	Preliminary design report
		2.2	Preliminary estimate of cost on unit rate/ area basis
3	Drawings for client's / Statutory approval	3	Final drawing set for client/statutory approval
4	Working drawings and tender documents	4.1	Working drawings
		4.2	Tender documents as listed in 5.1.1.3.4

SI no	Stage of work	No	Deliverable
5	Appointment of contractor	5	Documents and tender assessment reports sought client if any
6	Construction	6.1	Approvals and coordination as stated in 5.1.1.3.6
		6.2	Issuance of virtual completion certificate of works
7	Completion	7.1	Completion report
		7.2	As built drawings as requested by client
		7.3	assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities
II	Part II – Project Management Consultancy (PMC) Services –		
1	Construction phase	1.1	Weekly progress report
		1.2	Weekly review meeting minutes
		1.3	Monthly progress report
		1.4	Approval documents and recommendations
2	Defect liability period	2.1	Quarterly inspect and status report
		2.2	testing / maintenance / repairing works are to be carried out and submission of closure reports
		2.3	Defect liability closure inspection and report

5.3. PAYMENT SCHEDULE

The payment schedule will be as follows:

Part I – Comprehensive Architectural services

Sl no	Stage of work	Stage Fee (in % of total fee for that component)	Cumulative Fee (in % of total for the component)
I.A			
Site Master Planning			
1	Inception Report	10%	10%
2	Draft Master Plan	50%	60%
3	Final Master Plan	40%	100%
I.B			
Architectural & Engineering Designs			
1	Concept design	10%	10%
2	Preliminary design	10%	20%
3	Drawings for client's / Statutory approval	15%	35%
4	Working drawings and tender documents	10%	45%
5	Appointment of contractor	10%	55%
6	Construction		
6.1	Submission of working drawing and details required for commencement of works at site	10%	65%
6.2	On completion of 20 % of the work	05%	70%
6.3	On completion of 40 % of the work	05%	75%
6.4	On completion of 60 % of the work	05%	80%
6.5	On completion of 80 % of the work	05%	85%
6.6	On virtual completion	10%	90%
7	Completion	05%	100%
I.C			
Interior Design			
1	Concept design	10%	10%
2	Preliminary design	10%	20%
3	Drawings for client's / Statutory approval	15%	35%
4	Working drawings and tender documents	10%	45%
5	Appointment of contractor	10%	55%
6	Construction		
6.1	Submission of working drawing and details required for commencement of works at site	10%	65%
6.2	On completion of 20 % of the work	05%	70%
6.3	On completion of 40 % of the work	05%	75%
6.4	On completion of 60 % of the work	05%	80%
6.5	On completion of 80 % of the work	05%	85%
6.6	On virtual completion	10%	90%
7	Completion	05%	100%

- ❖ Total fee for the component is product of % quoted in Form Fin 2 : Summary of cost for the specific component and actual project cost. That is

$$TC = C * PC$$

Where

TC– is total fee for the component,

C– is % quoted in Form Fin 2 : Summary of cost for the specific component

PC– **Until appointment of the contractor**, for making payments approved estimated project values at that stage (from consultants’ submissions for the stage) is considered as PC,

Post appointment of the contractor, contract value of the contractor is considered as PC

for completion payment, actual completed cost of the project is considered as PC

Part II – Project Management Consultancy (PMC) Services –

SI No.	Payment Heading	Payment
1	Fixed payment (based on Project cost)	
1.1	Monthly basis	55%
2	Variable Payment (based on Total Actual completed cost which includes variations in Project cost)	
2.1	Variable Performance/progress based	40%
2.2	Final Project Completion	2.5%
2.3	Difference in Fixed payment part due to variation in EPC Project cost	(25%)*(Difference in PMC payment value)
2.4	Post Defect Liability Period	2.5%

- ❖ Bidding parameter for PMC fees is as a percentage of Project Cost. This bid number multiplied by the Project Cost will give the Contract value of the PMC.
- ❖ Total Actual Completed Project Cost, which includes variations, will determine final payment value to the PMC, i.e. bid % of PMC fees multiplied by Total Actual Completed Cost.
- ❖ Tenure of the project will be the project duration for the PMC i.e 15 Months for Project execution + 24 Months for Defect Liability Period

SECTION 6
DRAFT FORM OF CONTRACT

SECTION 6: DRAFT FORM OF CONTRACT

Consultancy Contract Agreement

Between

Visakhapatnam Metropolitan Region Development Authority

and

(Name of Consultant)

Dated

I. FORM OF CONTRACT

This Deed of CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____ 2020, between, **Visakhapatnam Metropolitan Region Development Authority** (hereinafter called the "Employer") and, on the other hand, (hereinafter called the "Consultants")

WHEREAS

- (a) the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the Services");
- (b) the Consultants, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form and integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of Contract (hereinafter called "SC");
 - (c) The following Appendices;

[**Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

- Appendix A: Description of the Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub-Professionals
- Appendix D: Minutes of the Contract Finalization Meeting/Correspondence/others
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services and Facilities Provided by the Employer
- Appendix G: Payment Schedule
- Appendix H: Performance Security Form (Bank Guarantee)

2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and Contract; and
 - (b) The Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

Visakhapatnam Metropolitan Region Development Authority

By _____(Authorized Representative)

In presence of

1. Name :

Signature :

2. Name :

Signature :

FOR AND ON BEHALF OF

[Name of the consultant]

By _____(Authorized Representative)

In presence of

1. Name :

Signature :

2. Name :

Signature :

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws of the land in which the said contract has been signed/ executed and shall not be limited to the Government Orders (GO's) Proclamations and or any Ordinances and any other instruments having the force of law and enacted by the Government. and shall be in force from time to time;
- (b) "deleted" means dropped or removed;
- (c) "Contract" means the Deed of Contract signed by the Parties, to which these General Conditions of Contract (GC), The Special Conditions of Contract and the Appendices that are attached, together with all the documents listed in Clause 1 of such signed/ executed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means Government of Andhra Pradesh;
- (g) "Local Currency" means INR(Indian Rupees);
- (h) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (i) "Personnel" means persons hired/employed /recruited by the Consultants as employees and assigned to the performance of the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and

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 as mentioned in clause 1.1 (a) hereinabove.

Any clauses in Contract Agreement will supersede the similar clauses of RFP. However, in absence of any relevant clause in Contract Agreement, clauses of RFP shall prevail.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any Notice, Request, Demand Note 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, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the officials specified in the SC.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate upon completion of the services by the Consultant or at the end of such time period (after the effective date) as is specified in the SC.

2.4 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 Parties.

2.5 Force Majeure

2.5.1 Definition

“Force Majeure” means such of the following factors which is substantially affect the performance of the contract, such as

- i. Natural phenomena including but not limited to floods, droughts, earthquakes, and epidemics;
- ii. Acts of any Government, domestic or foreign including but not limited to war, declared or undeclared, quarantines, embargoes;
- iii. Illegal strikes and legal lockouts of Employer’s/ Consultant’s personal in discharging the scope of work provided;

2.5.2 Extension of Time

Either party shall within seven (7) days from the occurrence of such a course notify the other in writing of such causes.

The Consultants or the “Employer” shall not be liable for delaying performing their obligations resulting from any force Majeure cause as referred to and / or defined above.

2.5.3 No Breach of Contract

However, if such an event last for a period of 90 days or more then either party shall an option to terminate this Agreement forthwith without any liability after intimating the other party of the same.

2.5.4 Payments

The Consultant shall, however, be entitled to receive payments for all the services rendered under this agreement up to the date of cession of the work and upon service of notice under clause 2 or otherwise under clause 2.5 of General Conditions of Contract prior to termination of contract.

2.6 Termination

2.6.1 By the Employer

The Employer 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) of this Clause 2.6.1 and sixty (60) days“ in the case of the event referred to in (e):

- (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 any further period as the Employer 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 task of the Services for a period of not less than thirty (30) days from the last date of the submission; or
- (d) if the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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.

- (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days“ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a task of the Services for a period of not less than sixty (60)days from the last date of the submission.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

3. OBLIGATIONS OF THECONSULTANTS

3.1 General

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 advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration 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, and the Consultants shall use their best efforts to ensure that the Personnel, and agents of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their affiliates nor Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities in the State of Andhra Pradesh, which would conflict, with the activities assigned to them under this Contract.

3.3 Confidentiality

The Consultants, their affiliates, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer. Consultant needs written approval from Employer end to publish any project related data in any form of media.

3.4 Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Employer's Prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-professional”),and
- (b) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS’PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants’ Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer’s written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE Employer

5.1 Assistance and Exemptions

The “Employer” shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case maybe.

5.3 Services and Facilities

The Employer shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THECONSULTANTS

6.1 Lump-Sum Remuneration

a) The Consultant's total remuneration shall not exceed the Contract Price and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in the Clause.

b) If the Parties have agreed to additional payments in accordance with Clause2.4.

6.2 Contract Price

The price payable in local currency is set forth in the SC. as per the Appendices E, which forms a part of the contract.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, monthly rates for personnel is provided in Appendix E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the Consultants provision of a valid bank guarantee for the amount specified in RFP clause 2.11 point 7, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Employer specifying the amount due.

7. SETTLEMENT OFDISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause* Amendments of, and Supplements to, Clauses in the General Conditions of Contract Clause*

1.3 The language is English.

1.4 The addresses are:

Employer: **Visakhapatnam Metropolitan
Region Development Authority** 9th
Floor, Udyog Bhavan Complex,
Siripuram, Visakhapatnam 530 003,
AP, India,

Attention: **METROPOLITAN COMMISSIONER**

Consultants: _____

Attention: _____ Facsimile: _____

1.6 The Authorized Representatives are:

For the Employer : **Chief Engineer, VMRDA**

For the Consultants: _____

**Clauses in brackets are optional; all notes should be deleted in final test.*

1.7 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Employer shall perform such duties in regard to deduction of such tax as may be lawfully imposed.

2.1 The date on which this Contract shall come into effect is *approval of the Contract by the Employer.*

2.2 The date for the commencement of Services is **3(Three) days** after contract has become effective.

2.3 The period of services shall be **20months.**

2.4 The risks and coverage shall be:

- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel, for the period of Consultancy;
- (2) Third Party liability insurance, with a minimum coverage for Rs.500,000 for the period of Consultancy;

- (3) Employer's liability and workers' compensation insurance in respect of the personnel of the Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (4) Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and
- (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

6.2 The amount (of Fee) is: % _____ of project cost + GST in % _____

6.4 The account details are:.....

Payments shall be made as given in Appendix G.

Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 45 days in the case of the final payment.

7.2 DISPUTE SETTLEMENT

7.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:

7.2(ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Town Planners, India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Council of Architecture, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(a) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either

Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

- (b) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2(iii) Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996 of India, as in force on the date of this Contract.

7.2(iv) Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2(v) Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through(c) of Clause 7.2 (ii) hereof shall be an nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2(vi) Miscellaneous

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Visakhapatnam;
- (b) The English language shall be the official language for all purposes;
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

APPENDICES

APPENDIX – A: DESCRIPTION OF THE SERVICES

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APPENDIX - B: REPORTING REQUIREMENTS

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APPENDIX – C: KEY PERSONNEL AND SUB-PROFESSIONALS

List under:

- A-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff- months for each.
- A-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the India.
- A-3 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 orC-2.
- A-4 Same information as C-1 for Key Local Personnel

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**APPENDIX - D: MINUTES OF THE CONTRACT FINALISATION MEETING /
CORRESPONDENCE / OTHERS**

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APPENDIX – E: BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the % fee —local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures

This appendix will exclusively be used for determining remuneration for additional services.

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APPENDIX– F: SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

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APPENDIX –G: PAYMENT SCHEDULE

The payment schedule will be as follows:

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APPENDIX H

Performance Security Form (Bank Guarantee)

[insert: Employer's Name, and Address of Office]

Date: [insert: date] PERFORMANCE GUARANTEE No.: [insert: Performance Guarantee Number]

We have been informed that on [insert: date of award] you awarded Contract No. [insert: Contract number] for [insert: title and/or brief description of the Contract] (hereinafter called "the Contract") to [insert: complete name of Consultant] (hereinafter called "the Consultant").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert: amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Consultant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Consultant, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding [insert: amount(s) in figures and words]. This remaining guarantee shall expire no later than [insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)] from the date of the Operational Acceptance Certificate for the System, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

[Signature(s)]