

Selection of Consultant for
Master plan & Comprehensive Development of Yarada Hill of VUDA facilitating Star hotels,
Resorts, eco tourism, Golf course, Botanical Gardens etc. along with layout infrastructure,
services design in Visakhapatnam, Andhra Pradesh

Request for Proposal

**ISSUED BY:
VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY
ANDHRA PRADESH**

1.0 Definitions

In this document, the following terms shall have respective meanings as indicated:

1. "VUDA" shall mean Visakhapatnam Urban Development Authority. The term VUDA include tender inviting authority (TIA), its successors and assigns.
2. "RFP" shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by VUDA in respect of the RFP.
3. "Authorized Representative/Agency" shall mean any person/agency authorized by VUDA.
5. Necessary and additional services associated thereto to be delivered by the consultant
6. "Contract" shall mean this contract including all annexure hereto and all documents herein attached and amendments which the PARTIES "Services" means requirements defined in this Request for Proposal including all may hereafter agree in writing to be made to this contract
7. "PARTIES" shall mean VUDA and Consultant each one individually referred to as PARTY.
8. The term "Acceptance" shall mean the same as defined under the Contract Act, 1872.
9. The term "Bid" shall mean and include a composite bid document comprising technical and financial bid along with all the necessary certificates not limited to financial soundness and experience certificate as required as per RFP.

Disclaimer

The information contained in the Request for Proposal document (“RFP”) is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or Otherwise however caused arising from reliance of any Bidder upon the statements contained in the RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder / Technical Consultant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY

Invitation of RFP Notice

RFP Notice No. 13/2018-19/CE/EE-VIII/VUDA

Date:28.05.2018

Vice Chairman, on behalf of the Visakhapatnam Urban Development Authority invites Request for Proposal (RFP) for selection of Consultant (sole or consortium/JV of firms) for “Master plan & Comprehensive Development of Yarada Hill of VUDA facilitating Star hotels, Resorts, eco tourism, Golf course, Botanical Gardens etc. along with layout infrastructure, services design in Visakhapatnam, Andhra Pradesh”, in Two Bid System from reputed Consultants fulfilling other terms and conditions as per the RFP document.

Earnest Money-- Rs 50,000/-(Lump Sump)

Processing Fee --Rs 11,800/-

Time of Completion of Work --

The RFP document is available at VUDAwebsite

Schedule of bid process:

S. No.	Information	Dates/Details
1	Release of RFP	28.05.2018
2	Last date of submission of written queries for clarification	13.06 .2018 (By 1500 hrs)
3	Date of Pre-Bid meeting	13.06.2018 @ 12.00 PM
4	Last date of submission of RFP	30.06.2018 (By 1500 hrs)
5	Presentation by consultants	Will be informed later.
6	Opening of Technical Bids	01.07 .2018 (By 1500 hrs)
7	Opening of financial Bid	After Technical Evaluation. [Date shall be informed to Technically Qualified Bidder in due course of Time]
8	Contact person for queries	i) Sri. V. Chandraiah, C E ii) Sri. K V N Ravi SE Ph.No. 7702333584 iii) Sri. Sateesh Chandra , EE Ph. No. 9866076925 Email: vcvuda@yahoo.com Email: cevudavsp@yahoo.com
9	Address at which proposal is to be submitted	Vice Chairman, VUDA, 9 th floor, U.B. Complex, Siripuram Jn. Visakhapatnam Tel: 0891-2754189

Please visit VUDA's website at www.vuda.gov.in

Section 1: Introduction

1.1 Background

Visakhapatnam city is located between the Eastern Ghats mountain range and the Bay of Bengal, and is often known as The Jewel of the East Coast, The City of Destiny and the Goa of the East Coast. Visakhapatnam's beaches, parks, museums, and proximity to areas of natural beauty such as the Mudasalova water reservoir , Kambalakonda Wildlife Sanctuary, Araku Valley, and Borra Caves have helped the city become a significant tourist destination.

Yarada Hills is located in the southern side of the city scaling dolphin nose to up to Gangavaram Port overlooking the sea at one and Visakhapatnam City and Port on the other side. The Yarada Hill is presently developed with defence establishment like Radar centre, Housing Colony for Navy with shopping complexes etc. Visakhapatnam Port has also established its Light house at tip of Hill on its eastern side popularly known as Dolphin Nose. Surrounded by lush green surroundings and the Yarada Hills, has been identified for development of eco tourism, Botanical garden, Star hotels, Golf course along with layout infrastructure for above facilities.

The Visakhapatnam urban Development Authority is desirous of development of a “Yarada Hills with eco tourism, Resorts, Star hotels, Golf course, Botanical Gardens,etc along with layout infrastructure for above facilities on the Hills for an extent of **1394 Acs**”. Theme based layout development of Yarada Hills and for this purpose the Authority is venturing into a new realm of development model taking care of design, development, revenue generation for operation and maintenance in a manner that is socially, economically and environmentally sustainable. The development shall be driven by stewarding natural resources, landscape design of extremely high quality with an innovative design approach based on self-sustainable solutions.

The Visakhapatnam urban Development Authority invites Proposals (the “Proposals”) for selection of a Consultant (the “Consultant”) those are fulfilling the following criteria and who has expertise in the field of Master planning, Architectural landscaped projects comprehensive development facilitating eco tourism, Botanical garden, Star hotels, Golf course etc along with layout infrastructure in Visakhapatnam. The consultant is free to suggest any other components in addition to the above. The layout development shall be roping in the development of different segment of facilities through PPP mode or BOT mode or development through departmental execution etc in a phased manner.

1.2 Schedule for submission of the Proposal

EVENT	DATE	TIME	VENUE
Release of RFP	28.05.2018	11.00 Hours	VUDA-website
Last date of submission of written queries for clarifications	13.06.2018	1500 Hours	VUDA-website
Date of Pre-Bid meeting	13.06.2018	12.00 Hours	VUDA Meeting Hall 9 th floor U.B. Complex Siripuram Jn. Visakhapatnam.
Release of response to clarifications	16.06.2018		VUDA-website & email
Last date of submission of RFP	30.06.2018	1500 Hours	VUDA-website
Presentation by consultants	Will be informed later	--	VUDA Meeting Hall 9 th floor U.B. Complex Siripuram Jn. Visakhapatnam.
Opening of Technical Bid	01.07.2018	1500 Hours	VUDA Meeting Hall 9 th floor U.B. Complex Siripuram Jn. Visakhapatnam.
Opening of Financial Bid	. .2018	After Technical Evaluation. [Date shall be informed to Technically Qualified Bidder in due course of Time]	

Section 2 : Instructions to the Bidders

2.1 General

2.1.1 The offers should be made strictly as per the formats enclosed.

2.1.2 The consultant should bear all the costs associated with the preparation and submission of its proposal and VUDA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.1.3 The consultant is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents.

2.1.4 Submissions with insufficient information and which do not strictly comply with the stipulations given above, are liable for rejection.

2.1.5 At any time, prior to the deadline for submission of proposals, VUDA may modify the document/ issue addenda. These addenda shall be posted at the website of VUDA and shall be treated as a part of the documents.

2.1.6 VUDA may, at its discretion, extend the deadline for the submission of proposals.

2.1.7 VUDA may, at its discretion, abandon the process of the selection associated with this document anytime.

2.1.8 General Instructions to bidder

The Chief Engineer on behalf of Visakhapatnam Urban Development Authority invites online tenders for the following work:

S. No.	REFERENCE No.	Name of Work & Location	Earnest Money (Lump sum)	Time of completion	Last Date & time of submission of RFP	Time & date of Opening of Technical bid
1	2	3	4	5	6	7
1		Master plan & Comprehensive Development of Yarada Hill of VUDA facilitating Star hotels, Resorts, eco tourism, Golf course, Botanical Gardens etc. along with layout infrastructure, services design in Visakhapatnam, Andhra Pradesh	Rs.50,00,00.00	1 year	1500 hours on 30.06.2018	1500 hours on .2018

Note:

The tender document/RFP consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website www.vuda.gov.in free of cost.

- 1.1.1 Earnest Money shall be deposited in the form of a FDR / Demand Draft / Bank Guarantee issued by a Nationalized / Scheduled Bank in India, drawn in favour of the Vice chairman, Visakhapatnam Urban Development Authority, Visakhapatnam, payable at Visakhapatnam. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

The bid shall be submitted in three parts

Part "A" containing EMD/ Proof of Firm Registration.

Part "B" containing copy of Technical Bid in the format specified in RFP.

Part "C" containing Financial Bid.

4. Hard copies of documents related to Technical Bid, EMD & Financial Bid shall be submitted to Vice Chairman, Visakhapatnam Urban Development Authority, 9th Floor, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003. A.P by **15.00 Hours on 30.06 .2018.**

2.1.9 Instructions for Bid Submission

Instructions to the Bidders to submit the bids

- 1) Contractor/Bidder may go through the tender published on the VUDA website www.vuda.gov.in and download the required tender documents/schedules.
- 2) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

2.2 Preparation and submission of proposal

2.2.1 The bidder shall submit the Bid in the format specified in RFP in sealed envelope and mark the envelope as “RFP- selection of consultant for Master plan & Comprehensive Development of Yarada Hill of VUDA facilitating Star hotels, Resorts, eco tourism, Golf course, Botanical Gardens etc. along with layout infrastructure, services design in Visakhapatnam, Andhra Pradesh”.

2.2.2 The bid shall comprise a single packet containing three separate envelopes containing the “EMD, Technical Proposal and Financial Proposal” along with required documents.

2.2.3 A single packet containing the three separate envelopes shall be marked as “**EMD**”, “**TECHNICAL PROPOSAL**”, “**FINANCIAL PROPOSAL**” respectively in bold and legible letters. The envelope shall be submitted in the office of Vice Chairman, Visakhapatnam Urban Development Authority, 9th Floor, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003. A.P by **15.00 Hours on 30.06.2018**.

2.2.4 A Technical proposal accompanying the bid shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory. This document shall be placed in a separate sealed envelope and marked “Technical Proposal”.

2.2.5 The Financial proposal to be submitted should list the cost associated with the assignment. The financial proposal shall be inclusive all taxes and duties except GST. The GST will be paid as per govt. orders issued from time to time.

2.2.6 The VUDA reserves its right to amend, modify or put any other additional condition of/in the RFP with prior notice to the bidders.

2.3 Rejection of Bids

2.3.1 The Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. It is not obligatory for the authority to accept any bid or to give any reason for their decision.

2.3.2 The Authority reserves the right not to proceed with the Bidding process at any time, without notice or liability, and to reject any bid without assigning any reason.

2.4 Validity of Bids

2.4.1 The bids shall be valid for a period of not less than 90 (Ninety) days from the date of opening of Financial Bid. The validity of bids may be extended by the mutual consent of the respective Bidders and the Authority.

2.5 Earnest Money Deposit

2.5.1 The bidder shall furnish as part of its bid, earnest money Deposit of INR 50,000/- (Rupees Fifty Thousand only) along with the proposal in form Earnest Money shall be deposited.

2.5.2 The proposals not accompanied by Earnest money Deposit (EMD) shall be rejected outright as non-responsive.

2.5.3 The EMD of unsuccessful bidders shall be returned back, without interest within one month of the opening of financial bid. The EMD of successful bidder shall be returned within one month of submission and verification of Performance Guarantee.

2.5.4 VUDA reserve the right of forfeiture of the EMD in case the Bidder backs out from the offer/ modified the offer without the consent of VUDA, or in case of any misrepresentation or other violation of terms and conditions of RFP by him or his agent on his behalf.

2.6 Submission of EMD

2.6.1 EMD in an Envelope shall be submitted along with Technical Bid. Technical Bid of only those bidders shall be opened whose EMD is found in order.

2.7 Performance Guarantee

2.7.1 The successful bidder, for due and faithful performance of its obligation and as a pre-condition for signing of the agreement with VUDA, shall be required to submit 'Performance Guarantee' of 1.00% of its total accepted fee. This shall be in the form of Bank Guarantee with a validity of one year & two months issued from the Nationalized/Scheduled bank.

2.7.2 Should the stipulated time for completion of work, for whatever reason be extended, the Consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him and shall furnish the extended/ revised Bank Guarantee to the VUDA before the expiry date of the Bank Guarantee originally furnished.

2.7.3 VUDA reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the Consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

2.7.4 The Performance Guarantee shall be refunded on expiry of 2 months after submission & acceptance of all deliverables assigned to it and payment of final bill.

2.8 Pre-Bid Meeting

2.8.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. A maximum of **Two** representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of VUDA. VUDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.9 Conflict of Interest

2.9.1 VUDA requires that the Applicants/Consultants provides professional, objective, and impartial advice and at all times hold VUDA's interests paramount in the consultancy services provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicants and/or the selected Applicants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

2.10 Corrupt or Fraudulent Practices

VUDA requires that bidders under this contract observe the highest standard of ethics. In pursuance of this policy, VUDA defines, for the purpose of these provisions, the terms set forth below as follows:

- ☒ "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant ; and
- ☒ "Fraudulent practice" means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of VUDA and targeted stakeholders and includes collusive practice among bidders (prior to or after the proposal submission) designed to establish bid prices at artificial non-competitive levels and to deprive VUDA and targeted stake holders of the benefits of free and open competition.
- ☒ VUDA will reject a proposal for award of consultancy work if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- ☒ VUDA will declare a Bidder disqualified, either indefinitely or for a stated period of time, to be awarded a contract/ contracts, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

2.11 Compensation for Delay:

The time allowed for carrying out the work in different stages as specified in indicative time& payment schedule clause of RFP shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the Consultant. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated indicative time payment schedule. In case the Consultant fails to complete the work within the indicative time & payment schedule or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 0.5% of accepted fee per week of the total accepted fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant as per the decision of Superintending Engineer. It is agreed between the parties that the stipulated liquidated damages are a genuine pre-estimate of the loss likely to be sustained by VUDA on account of any delay beyond the scheduled date of completion given the nature of work involved.

2.12 Resolution of Disputes

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, give 15 days" notice thereof to the other Party in writing.

The dispute shall be referred for adjudication through arbitration by a sole arbitrator who shall be a technical person having the knowledge and experience of the trade, appointed by the Chief Engineer, VUDA.(to be appointed by the consent of both the parties. In case both the parties do not agree to appoint a sole arbitrator then in that case the provisions of Arbitration and Conciliation Act, 1996 w.r.t appoint of Arbitrator shall apply and would be binding on both the parties.)

The parties hereto agree that the seat and place of adjudication by the Arbitrator shall be Visakhapatnam only.

It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing, as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for the payment, the claim of the consultant, shall be deemed to have been waived.

The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and/or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

2.13 Consortium

In case a consortium of consultants applies/bids for consultancy under this RFP then that consortium shall submit a true copy of consortium agreement among/between the consortium partners duly signed by all the consortium partners clearly indicating the extent of annual turn-over/stakes/liability of each consortium partner with further clear indication about their lead partner/representative who would be deemed to be the consultant for the purposes of this contract.

SECTION 3 Terms of Reference

The objective of this consultancy is to Preparation of master plan of Yarada hill for comprehensive development facilitating eco tourism, Botanical garden, Star hotels, Golf course along with layout infrastructure in Visakhapatnam, Andhra Pradesh along with Business Plan(s) and Financial Model(s) for such development.

3.1 Planning Considerations

The selected consultant shall have to consider the following to conceive the proposed developments as **state of art of Hill development**.

- a) The consultants shall design specific layout which can **enhance image of the Yarada Hill and VUDA/city Nodes through control over elements of Urban Design / Landscaping / Architecture features** like built forms, setbacks and open spaces between buildings, Landscape features like Botanical Gardens, public and private spaces for Star Hotels, Covered walkways, Open spaces for Sports like Golf Court, Public Plazas, Street furniture etc. The layout along with the Architectural Control of Urban Design shall emphasize on making maximum spaces available for pedestrian movement & mixed land use.
- b) The Consultant shall consider smart city features as easily implementable, in the proposed Hill development and VUDA Nodes in the existing ecosystem. The Consultant shall consider IOT (Internet of Things) for Traffic Management, Parking, Transit operations, Emergency Response, Incident Management.
- c) The consultant shall examine **existing and proposed transportation (road) network** along with connectivity to proposed City Level Mixed Development VUDA Nodes

3.2 Scope of Services

The consultant would require to work as an integral team with the Authority for designing and providing consultancy services for the 'Preparation of master plan of Yarada Hill for comprehensive development facilitating eco tourism, Star hotels, Resorts, Golf course, Botanical garden Etc along with layout infrastructure in Visakhapatnam' and assisting the Authority in implementing the project. The activities under the scope of work of consultant shall broadly include but not limited to the following:

- a. The consultant shall provide descriptive evaluation of the project site and should list all the tasks necessary to complete the master planning of the site, assemble and analyze data regarding all of the existing conditions (topography, geology, soils, hydrology), ecological integrity, historic, cultural, or environmental resources within the Yarada Hill area, changing demographics (open spaces, circulation and integration of all areas), tourist and business impact. The data shall be utilized to develop the Master Plan layout of Specified Yarada Hill area, detailed designs, policies, actions and an implementation plan with construction documents and construction administration phase.
- b. Identify the natural/passive vs. programmed recreational space and create a green network plan that proposes opportunities to improve access and usage of developed Yarada Hill Layout and greater connectivity with the neighbourhoods through public

services like Roads and other infrastructure Services, and incorporating 'green' design principles.

- c. Detailed master planning, site development, landscaping and architectural designs including all relevant structural design, design of all electrical, mechanical, plumbing, HAVC, sanitation and other relevant services such as water Supply and Roads etc.
- d. Prepare the master plan /landscape layout (hard and soft landscape areas) with detailed designs and shall provide services in respect of the following:
 1. Earmarking of Plots for construction of Public Buildings Like Hotels, Plazas etc. on PPP/ BOT Mode.
 2. Area for Sports Complexes and Sports related activities like Golf Course.
 3. Open space design - hard and soft areas suitable for Botanical Gardens.
 4. Planting design for evolving Eco Tourism.
 5. Services enhancing with approach Roads i.e. Layout Infrastructure and illumination design.
 6. Surface drainage design and water management.
 7. Landscape structures and features.
 8. With above themes, Site planning, appraisal and suitability.
 9. Landform and grading with Breakup of Land utilisation in the Layout
 10. Co-ordination of external services.
 11. Necessary Clearances / Approvals for development of Yarada Hill to be taken.

VUDA may, at any stage, to reduce, change or expand the scope. Any such increase or decrease in the scope of work would not lead to upward or downward revision (as the case may be) of the fees payable as decided by VUDA.

3.3 Requirements for Design Yarada Hill Development

- 3.3.1 Developing Business establishments like Star Hotels on PPP / BOT Basis
- 3.3.2 Developing Sports Complexes and Golf Court etc.
- 3.3.3 Development of Botanical Gardens, planned open spaces, activities their relationship with surroundings. It shall include landscape and recreational areas which provides interpretative and educational resource to the public in addition to the value as a tourist attraction;
- 3.3.4 To align VUDA efforts, operations, and budget(s) to an overall vision through short term and long-term priorities and action planning;
- 3.3.5 To conserve and preserve open spaces, restore natural areas by creating nature reserves / nature trails, water management strategies. The development to be responsive to climatic and seasonal variations. To build energy-efficient systems and introduce innovative design elements;
- 3.3.6 It may comprise of remunerative component or catalyst development to fetch revenues in Layout Planning.
- 3.3.7 The Layout planning shall envisage the Development of Proposed area in Phased manner.

3.4 Design Principles and Standards

3.4.1 The Layout should have innovative design, process and operational aspects for energy efficiency and cost effectiveness.

3.4.2 The applicable design principles and standards are listed below:

- a. Functional and spatial legibility, usability, efficiency and aesthetics of various components of the design.
- b. Adherence to National Building, Code, relevant IS codes, Local building bye laws and development regulations of FSI, ground coverage, with all necessary measures of disaster management and any other controls as applicable like MoEF,CRZ etc
- c. Response to local climatic conditions in building and site planning ensuring, maximum natural lighting and ventilation; solar passive design; minimization of energy requirements for air-conditioning, heating, lighting services, ventilation; using fittings and materials to save energy; and maximum generation (and use) of solar energy as part of the essential services in the structures.
- d. Ensuring minimum land disturbance within the site and its surrounding (including during construction), efficient storm water drainage, adequate segregation of pedestrian and vehicular traffic.
- e. Protection and creative use of all existing vegetation to the fullest.
- f. Incorporates the principles of universal design to maximize accessibility for all people.
- g. High water efficiency of the site and the services including economy of distribution, usage and discharge of water; maximum conservation and reuse of water; incorporation of waste water treatment techniques, rain water harvesting, water efficient landscaping.
- h. Efficient and proper disposal of waste (including solid, liquid wastes), preventing contamination of soil, water and air of the site and its surroundings.
- i. Design layout with Environmental Sustenance and Eco friendly aspects with assistance for all necessary Clearances from concerned Departments.

3.5 Location:

3.5.1 The Yarada Hill at Southern side of Visakhapatnam City in which around 1394 Ac belong to VUDA, is proposed for Comprehensive development.

3.6 Real Estate and Urban/Architectural Planning

- Study and survey the site, collect and verify land records, prepare feasibility report and Master Plan incorporating interalia aspects of land use, optimum development mix, urban design and associated parameters.
- Preliminary design & architectural concept plans for development of the Project

site.

- Prepare Final Master Plan and Layout Plan.
- All scope stated in Activity 1, 2.
- While performing his duties under this contract the consultant-to-be-engaged for the purpose shall take into consideration the orders/judgments/directions passed by the Hon'ble National Green Tribunal or any other competent court of law.

3.7 Financial & Marketing Consultancy

- Prepare the Business plan(s) for the proposed integrated development,
- Develop the financial model and/or a project monetization model;
- All scope stated in Activity 3

3.8 Activities of the Services

3.8.1 Activity 1

Collection of data, and site survey and site appraisal and scope stated in RFP, if any, shall be collectively referred as Activity-1. The consultant may also be supplied any information already available with VUDA. However the consultant is fully responsible for all activities stated below.

Activity 1 shall also include following -

- a. Collection of data and Mapping – *Collection of all relevant details pertaining to the Hill site and location such as existing amenities, facilities, infrastructure services and constraints if any, etc.***
 - Carry out Existing Land Use Survey with cadastral details.
 - Collection of physical site details Layout, Size, shape, topography, contour, existing structures,
 - Land Use and Development Control regulations Master plans, zonal plans, building bye laws, development regulations, permitted land use and FAR at the site, rules for obtaining permissible Floor Area Ratio(FAR),Transferable of Development right (TOD), etc., circle rates of land for various use in the area, market rates as per past land deals.
 - Collect & analyze all relevant laws such as environmental laws, town planning laws & any other laws, regulatory framework applicable that will govern or pose restrictions & affect development of land use.
 - Collect data on existing level and extent of existing services such as water supply, sanitation, electricity supply, sewerage treatment plants, firefighting system, parking requirement and any other data felt necessary along with information & technology (ICT) infrastructure.
 - Collection of details of the title and the relevant records / for verification
 - Collect and analyze Planning Proposals within the influence area of the site
- b. Site Survey and Appraisal: *The consultant would carry out the Hill Site and Location Survey and determine and evaluate Site Characteristics, Social Profile of the Catchment, existing infrastructure, connectivity, linkages, location drivers/challenges, etc.***

Appraisal of designated area with respect to its location, area, neighborhood developments, urban design and physical infrastructure like public utilities, water

supply, electricity, sewerages, roads highlighting its pluses and minuses for the proposed commercial exploitation along with the possibility of integration of it with transport / activity hubs through ground level/skywalk.

For the understanding of the prospective bidders, following plans may have to be additionally prepared:-

- By super imposing the site plan on the city map/plan
 - By super imposing the site plan on the Google map or the like.
 - Key plan of the city showing the site also.
 - To show existing utilities, with dimensions of the cross section, by super imposing on the site plan.
 - Carry out surveys of topographical features i.e. existing flora and fauna including microclimate, soil conditions & physical features existing on site, other site details.
 - Consultant shall carry out Total Station Survey/Drone survey for mapping purpose.
- c. Existing Situation Analysis: *The Consultant shall carry out a complete understanding of the following parameters to assess the VUDA development requirements and submit an Existing Land Use Report:***
- Prepare Existing Land Use map with cadastral details.
 - Carry out SWOT Analysis.
 - Analyze and draw conclusions from case study and suggest additional activities that will boost the VUDA to realize it as a global iconic landmark.
 - Define the type, quality & extent of infrastructure facilities and communication & data transmission services required.
 - Analyze the provisions/ restrictions to development of VUDA due to relevant laws that shall facilitate the preparation of Master Plan.
 - The consultant shall spell out the objectives considered, the limitations/ constraints & strategy they propose to tackle.
 - Based on the analysis and conclusions of Surveys, Data, market surveys and case studies, the consultant shall draw conclusions in respect of requirements of various Zones and Land uses, Requirements of Built form and landscape planning, Requirements of infrastructure, communication facilities, and data transmission facilities, type and degree of architectural control desired, requirements road, Car-parking and other transport related facilities. Based on the analysis of the provisions/ restrictions to development city level nodes as per relevant laws that will affect the preparation of Master Plan **prepare a frame work for the Master Plan and strategy for implementation.**
- d. Real Estate Trends, Proposed Development and Land Value**
- To carry out market survey and undertake Supply and demand assessment to determine the various possible real estate products (Product Mix) that can be developed at site from the angle of high revenue yield to VUDA.
 - Kind of transactions prevailing in the area i.e. whether leasehold or freehold. In case of Lease hold, prevailing lease period, kind of leases given by the authorities along with lease rates for such uses.
 - Present traffic flow and future impact on transportation system and adjoining roads by the proposed development on the site.

e. Environmental Impact Assessment (EIA)

- The consultant shall undertake detailed EIA as per provisions of applicable laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during assessment.
- An EIA report and environment management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.

f. Benchmarking

The Consultant shall carry out detailed case studies of the best practices and learning from across the world/INDIA and make clear and actionable recommendations on each of aforesaid items. Through the global review and benchmarking exercise the Consultant shall identify 3 (three) signature projects of similar nature and complexity from Indian perspective, on lines of which signature projects can be developed to suit the local/Indian conditions.

g. Recommendation of the Consultant about Feasibility of going ahead

- Based on collected data and site appraisal the Consultant shall prepare the preliminary estimates of cost of development and expected revenue realization
- The Consultant shall analyze the Project is technical and financial feasibility/viability of projects for carrying out mixed use development with or without redevelopment works, if any along with preliminary conceptual.
- Based on above the Consultant shall submit analysis & feasibility report and zoning for the Project specifically outlining its recommendations and base map.

3.8.2 Activity 2

Activity 2: Preparation of Architectural Plans/Layout Plan/Master plan/development plan, as per the site condition & requirement.

a. Conceptual Alternatives for Master Plan

- The Consultant shall carry out a complete understanding of the following parameters to assess the VUDA development requirements and submit a Master Plan Concept Report:
- Consultant would derive an optimum product mix that would suit the land parcel most, translating them into architectural master plan
- The consultants shall prepare conceptual alternatives on cadastral maps. At least two scenarios shall be developed that shall explain the aims, objectives, concept, broad activities that will be proposed in each zone and their interrelationships with various activities & recommendations about grouping or juxtaposition of activities and special design requirements if any & approximate area distribution for different activities/ zones/ features with alternatives.
- The Master plan shall clearly indicate the zoning, proposed activities in each zone, new additional facilities and amenities proposed, Built form, internal existing and proposed roads, Pedestrian linkages, infrastructure services , transit oriented development (TOD) for relevant plots, etc

(i) Design:

- The Layout Plan indicating the broader Land use / zones & reservations (if any), existing and proposed circulation pattern
- Lay-out plan indicating various land use/zones/activities/mobility plan .

- Detailed plans for each land use at micro level which will include building uses on individual plots, common infrastructural facilities, pedestrian plazas, street furniture, Landscape features, landscape design for public and private spaces like Gardens, road side plantation, rotaries, lakes, channels, Covered walkways, Public Plazas, Open spaces for Sports like Golf Court etc.
- Infrastructure Master Plan with enough details for execution for services such as, water supply, storm water drainage, solid waste management, sewage, gas electricity, firefighting facilities, public safety security etc. at suitable scale with enough details for execution.

(ii) Costing and Revenue Generation:

Prepare preliminary phase-wise cost-estimates of land development, infrastructural facilities, pedestrian plazas, landscaping, street furniture and any other facility with separate options for including and excluding building structures.

Suggest Revenue generation Models: For the effective implementation of the Master Plan, the consultant shall explore the ways for revenue generation for VUDA by development of the land and optimize use of built up area potential, proposed within the Hill. The Consultants shall suggest modes of partnership of development along with equities and cash flow analysis. The Consultant shall also work out economic and financial Intend rate of return (IRR), if required.

d. Detailed Layout Report –

The Consultant shall carry out a complete understanding of the following parameters to assess the development requirements and submit a Final Detailed Layout Master Plan of Yarada Hill.

Guidelines Report:

- The report under this task shall be supported with findings from reports of all above tasks and sub-tasks. The report shall include area statement, drawings, sketches, concepts, details etc. as may be required for understanding the design and its execution by Consultancy Monitoring Committee.
- The consultant shall prepare the detailed report explaining various aspects considered for the planning, all proposals suggested and the estimated cost for the implementation period with phasing.
- The consultant shall explain the implementing strategy with or without any financial burden on VUDA by considering development of land which could be leased to private sector or execution of proposal on public- private partnership (PPP) basis
- The consultant shall prepare all such drawings, reports etc. as required by the competent authority for approvals of the plans and statutory submission requirements

3.8.3 Activity 3

Activity-3:- Preparing Business plan, Financial Model and Project Model on the basis of various factors including lease / project period, sensitivity analysis, financing and implementation strategy.

- **Real Estate Market Assessment and Proposed Developments-** Consultant shall analyze different real estate segments to arrive at understanding of the local market dynamics and assess latent potential for different components i.e. retails, office and hospitality sector. In addition to above market assessment, Consultant shall carry out a

perception study to identify expected projects, feedback on demand potential, developers perception of the proposed site, potential for alternate development and key concerns, etc. Based on market assessment and developers perception, Consultant shall also hold preliminary discussions with local body/department to assess acceptability. Based on this exercise, the consultant shall prepare the Business Plans for the Project including the Financial models which will constitute the following aspects:

(1) Financial Assessment: Revenue Projections, Cost Estimates (component wise), Operational Cost, Attractiveness of the project based on Project IRR, ROI, DSCR, etc., Proposed capital structure (debt- equity ratio), cost of capital (based on Layout plan or

modified Layout plan as the case may be), balance sheet / profit & loss account / cash flow statement for the projection period, break- even analysis, SWOT analysis.

(2) Implementation Strategy: Innovative implementation strategy for the business plan based on financial assessment and specific requirement as spelt out by VUDA.

(3) Sensitivity Analysis : Identification of the factors to which the project would be sensitive , estimation of the probable range of variation in these factors, analysis of the impact of these variations on the viability of the project.

- **Financial Strategy and Structuring:** - The Consultant shall suggest means of financing the project after considering the following:

Own sources of VUDA (surplus / available funds and available land area for the project), creation of a separate development fund, public borrowing, multilateral funding, urban bonds, long tenure funding from pension / insurance funds, private funds, etc. or a combination of all these. The consultant shall also suggest an appropriate management structure for the project.

Lease / Project Period:- The consultant shall assess the period of lease / project (for suggested development options) that is most optimum based on break-even period, revenue generation and objectives of VUDA as per master plan or modified master plan as the case may be

- **Syndication of the project:-** The consultant may be required to syndicate funding for the project from various sources as identified in the business plan.
- **Project Model:-** The Consultant shall suggest the most suitable project model for the proposed development at the site. While doing so the Consultant may suggest modifications to the existing project model or a new project model that is required for the site.

3.8.4 Activity 4

Activity-4:- Assisting VUDA in the Bid process management including preparation of Bidding documents, Invitation of bids, Technical and Financial appraisal of the bidders and finalization of the bidder, relevant draft agreement documents for all the accepted project models.

General : The Consultant should take all Techno-legal and Techno-commercial parameters into consideration at all stages of the project in comprehensive development of project.

3.9 Indicative Time and Payment Schedule

Sr. No	Output	Payment	Time span for submission
1	Award of Mandate		M
2	Submission of surveys, data collection, Existing situation analysis report and Base Map	10% of the fees of contract after acceptance of report	6 weeks from Acceptance of Inception Report
3	Submission of preliminary Conceptual Layout plan and Design options Report	15% of the fees of contract after acceptance of report	5 weeks from the Acceptance of surveys, data collection, Existing situation analysis report and Base Map
4	Submission of Final Conceptual Layout plan and Design options Report	17.5% of the fees of contract after acceptance of	4 weeks from the Acceptance of Preliminary Conceptual Layout plan and Design options Report
5	Submission of Draft Layout Plan and Report	17.5% of the fees of contract after acceptance of report	4 weeks from the Acceptance of Final Conceptual Layout plan and Design options Report
6	Submission of Final Layout Plan and Report	20% of the fees of contract after acceptance of report	4 weeks from Acceptance of Draft Layout plan and Report
7	Submission of financial model (Activity 3)	10% of the fees of contract after acceptance of report	2 weeks from acceptance of Final Layout Plan and Report
8	Bid Process Management (Activity 4)	10% of the fees of contract after acceptance of report	6 weeks from acceptance of Financial Model either as a whole or in parts.

- The above table does not include the time taken for granting approvals by the Authority / VUDA. No compensation will be given to consultant if project gets extended due to acceptance of reports except as agreed by the Authority.
- The Consultant shall necessarily come up their presentations before competent authorities for securing approval from Authority / VUDA.
- Consultant shall submit the final report within 2 weeks after issuing changes/modifications as per Authority / VUDA.
- The extent of land mentioned is tentative and if there is any increase / decrease of more than 5% in extent of land the quoted rate will be adjusted proportionately.
- The payment shall be regulated proportionately as per the actual approved work done, in case of any reduction or deletion in the scope of work activity wise. The decision of the VUDA is final in this regard.

3.10 Reports/Documents

The consultant has to submit 5 hardcopies along with soft copies of each deliverables for reviewing, comments and approval. The consultant shall submit the drawings on GIS CAD (DWG 5 format) and also on GIS (shape file format). The Consultant shall be prepared to make presentations before the Client / Government as and when required at various stages.

(A) Inception Report: The Inception report shall include but not limited to the following:

- Mobilization plan
- Detailed approach and methodology
- Time frame and task allocation
- Key personnel and supporting staff along with deployment schedule
- Identification of key issues
- Scope of economic development in the project influence area
- Land suitability analysis of the site
- SWOT Analysis based on preliminary assessment of the site
- Method and time frame for conducting surveys
- Type of surveys, questionnaires, fixation of sample size of surveys and location/duration of surveys for the project assignment
- Assessment and Identification of user group
- Identification of risks
- Preliminary case study details
- Data Requirements

(B) Surveys, Data Collection, Existing Situation Analysis Report and Base Map:

The report shall include but not limited to the following:

- Analysis and outcomes of all surveys including topographical survey, land use surveys;
- Detailed market and demand assessment, market surveys, assessment of anchor tenant proposal.
- Analysis of Global review and benchmarking studies.
- Base assessment and analysis of data.

(C) Conceptual Layout Plan and Design Options Report: The report shall include but not limited to the following:

- Alternative master plans on GIS based base map based on surveys, demand assessment and analysis of data clearly indicating zoning, etc along with design options;

(D) Draft Layout Plan and Report: The report shall include but not limited to the following:

- Draft detailed Layout Plan based on the finalized alternative option incorporating the sector wise master plans on GIS based map;
- Draft design and planning considerations considered for the draft detailed Layout plan;
- Draft financial assessment and implementation plan as an outcome of the draft detailed Layout Plan;
- Draft proposed design guidelines, policy frameworks and special development control regulations as an outcome of the Draft detailed Layout Plan;

- Environmental and social assessment including
 - i) Ecological impact assessment
 - ii) Socio-economic impact assessment
 - iii) Risk assessment
 - iv) Others, if any

(E) Business Plan(s) including Financial Model

(F) Financial Strategy, Implementation Strategy and Management Structuring

(G) Syndication of the Project

(H) Final Layout Plan and Report: The report will incorporate all revisions deemed relevant following receipt of comments from the client. The Final Report along with drawing files shall also be submitted in hard copy as well as in a compact disc. The report shall include but not limited to the following:

- Final detailed Layout Plan incorporating the sector wise master plans on GIS based base map;
- Final design and planning considerations considered for the Draft detailed Layout Plan;
- Final financial assessment and implementation plan based on final detailed Layout plan;
- Final design guidelines, policy frameworks and special development control regulations as an outcome of the Draft detailed Layout Plan;

(I) Drawings and reports of the project:

Layout Plans, drawings, Engineering, designs, cost estimates etc., as required for the project;

(J) Bidding Document and Agreement documents.

Relevant detailed bidding documents required for inviting tenders / RFP/EOI as desired.

Relevant Agreement documents as desired.

NOT WITH STANDING TO THE ABOVE, THE CONSULTANT SHOULD FURNISH ALL NECESSARY INFORMATION WHICH IS REQUIRED FOR THE PROJECT AS A WHOLE AND AS REQUIRED BY THE PROJECT.

3.11 Responsibilities of the Authority

- The Authority shall make available all existing information & all available engineering & survey data on the proposed project available with the Authority to the consultant, wherever possible;

3.12 Responsibilities of the Consultant

- The Consultant shall be solely responsible for accuracy, correctness, confidentiality and authenticity of all the data and/or designs and drawings given by it/them and for any loss that may be caused to VUDA in default thereof;
- The Consultant shall collect all primary and secondary data, existing information, engineering & survey data at their own cost on the project for

- carrying out the assignment;
- The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;
 - The Consultant shall be responsible for all the necessary instrument, equipment and software required to carry out the study at their own cost;
 - The consultant shall have to obtain statutory approval for concept if required;
 - The Consultant shall have to make their own arrangement for office accommodation, equipment, software and stationary for carrying out the assignment. No office accommodation shall be provided by the Authority;
 - The Consultant shall require to make their own arrangements for necessary computer software and hardware and transportation facilities;

SECTION 4: ELIGIBILITY CRITERIA

To be eligible for evaluation of its proposal, the applicant should fulfill all of the following conditions:

4.1 FINANCIAL CRITERIA

- The applicant/Consultancy firm shall have Average Annual turnover of Rs 100 Lakhs or more during last 5 years ending March 2018. In the case of a Consortium/JV, the Lead member for the Consortium/JV is required to meet the above condition. Applicant/Bidder having average annual turnover less than Rs 100 Lakhs as mentioned hereinabove shall not be evaluated. .
- Of the last 5 years as mentioned hereinabove, the bidder entity must have earned profit at least during any one year.
- The sole bidder/Lead member for the Consortium/JV shall submit Certificate of Financial Turnover as per audited balance sheet of last 5 financial years ending 31st March 2018 duly certified by CA. Further details if required may be asked from the bidder after opening of technical bid. There is no need to submit voluminous balance sheet.
- Applicant/Bidder having an average turnover less than Rs 100 Lakhs during last three financial years ending March 2018 shall not be evaluated.
- The average annual turnover and profit earned by subsidiary/subsidiaries of sole or lead member of consortium/JV shall not be considered.

4.2 TECHNICAL CRITERIA

- The applicant ('sole' or 'consortium/JV of firms') should have experience of Real Estate Advisory / Master Planning and PPP project Advisory for integrated township projects, SEZ,s, etc / Urban planning / Real Estate marketing strategy / Landscaping and infrastructure consultancy advisory services in at least 3 similar class of completed projects in last ten years ending March 2018 with a minimum area of 100 acres and above to Govt / private entities for each project.
- The Bidder/Consultant / JV shall provide completion certificate to substantiate the experience from client for above mentioned consultancy assignment criteria as per Form no 5(i) & 5(ii) of RFP.

4.3 KEY PROFESSIONALS

S.No.	Key Expert	Qualification	Minimum Experience
1	Team Leader	MBA with Engineering / Architectural degree from a university/ institute recognized by the	Minimum 15 years of experience in planning, managing team resources, structuring of project transactions, management consultancy, design and development through conduct of feasibilities and detailed project reports of mega projects. The candidate should possess a sound commercial knowledge to be able to communicate to various stakeholders. Shall be on rolls of Applicant.
2	Financial Expert	Chartered Accountant from ICAI or / MBA (Finance) from a university/ institute recognized by the government	Minimum 10 years of experience in financial modeling with at least 5 years at financial expert on urban infrastructure projects and should have worked as financial expert in PPP projects. May not be on rolls of Applicant
3	Urban Planner / Landscape Architects	Masters in Urban Planning from a university/ institute recognized by the government	Minimum 8 years of experience in preparation of Layout / Landscape Development /City development plans for urban areas in India. Shall be on roll of Applicant.
4	Infrastructure Expert	Civil Engineering Graduate from a university / institute recognized by the government.	Minimum 8 years of experience in overseeing the feasibility studies and detailed project reports of infrastructure projects in Roads, Landscaping, urban infrastructure, social and recreational sector. May not be on rolls of Applicant
5	Real Estate/ Marketing Expert	MBA from a university / institute recognized by the government	Minimum 8 years experience in demand assessment of real estate assignments of similar nature. May not be on rolls of Applicant

Applicant/Bidder not having the any of the above professionals shall not be evaluated.

4.4 EVALUATION OF BIDS

The evaluation of the bid would be carried out in two stages;

Stage-1 Technical Evaluation

Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. Combined Quality and Cost Based Selection method (CQCBS) will be followed during the evaluation stage. Each respective technical bid will be attributed a technical score as per following breakup.

Sl. No.	Description	Weightage
1	Presentation	10 Marks
2	Financial capability of the applicant	25 marks
3	Specific experience of the firm in equivalent/ relevant sectors - experience in carrying out similar assignments of eligible projects in the last ten years	40 marks
4	Key professional engaged in/by the firm	25 marks
TOTAL		100 marks

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (**St**) in accordance with the total marks obtained. The bidders with technical bid score of minimum **65%** or more shall qualify for financial evaluation for the second stage.

- The committee shall evaluate the presentation on development concept and would assign the marks independently.
- The bidders shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

Stage-2 Cost Evaluation for award of work

The financial proposals of the firms which are not qualified in Technical Bid shall not be opened. The financial evaluation shall be carried out by assigning a financial score (Sf) to each financial proposal. The lowest financial proposal (Fl) will be given a financial score (Sf) of 100 Points. The financial scores (Sf) of the other financial proposals will be determined using the following formula;

Sf = 100 x Fl/ F, in which Sf is the financial score, Fl is the lowest quoted price, and F is the quoted price of the bidder under consideration.

Proposals will be finally ranked in accordance with their combined technical (**St**) and financial (**Sf**) scores;

$$\mathbf{S = St \times Tw + Sf \times Fw}$$

Where S is the combined score and Tw and Fw are the weights assigned to technical proposal and financial proposal that shall be 0.70 and 0.30 respectively. The first ranked applicant (having the highest combined score) shall be declared as selected applicant for award of work.

4.5 EVALUATION AND SCORING

S.N.	Parameter	SCORE (MARKS)
A	Presentation (MAX. 10 MARKS)	10(max.)
B	FINANCIAL CAPABILITY (MAX. 25 MARKS)	
	Annual Average Turnover from the lead member in last five financial years ending March 2018	
i)	INR 100 Lakhs	15
ii)	Above INR 100 Lakhs & upto INR 250 Lakhs	20
iii)	Above INR 250 Lakhs	25
C	TECHNICAL CAPABILITY (MAX. 40 MARKS)	
	Successful completion of consultancy works of eligible assignments in last 10 years.	
i)	Successful completion of 3 eligible assignments ending March' 2018	25
ii)	On-going eligible assignments up to 10 projects (01 mark for each project)	10
iii)	On-going eligible assignments for more than 10 projects(0.5 marks for each addl. project with max. of 5 marks)	5
D.	KEY PROFESSIONALS FOR THIS PROJECT (MAX. 25 MARKS)	
a)	Team Leader (Minimum 15 yrs experience)	05
b)	Financial Expert (Minimum 10 yrs Experience)	05
c)	Urban Planner(Minimum 8 yrs. Experience)	05
d)	Infrastructure Expert(Minimum 8 yrs. Experience)	05
e)	Real Estate/Marketing Expert (Minimum 8 yrs. Experience)	05

For the purpose of evaluation, the eligible assignments of consortium partner of applicant will also be eligible for evaluation in technical evaluation. Their scores for each criterion will be summed up subject to condition that for an individual criterion marks obtained by both members shall not be summed up.

Section 5: Technical Proposal – Standard Forms

Form 1	Letter of Technical Proposal
Form 2	General Information of the Firm
Form 3	Financial Capacity of the Applicant
Form 4 (i)	Power of Attorney for Signing of proposal
Form 4 (ii)	Power of Attorney for Consortium/JV
Form 5 (i)	Applicants Experience for Completed projects
Form 5 (ii)	Applicants Experience for Ongoing projects
Form 6 (i)	Particulars of Key Personnel
Form 6 (ii)	CV of Key Personnel

Form 1: Letter of Technical Proposal
[On the Letter head of the Applicant (Lead Member in case of Consortium)]

Date:

To

Dear Sir,

1. With reference to your RFP Document dated _____, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection for "Selection of Architectural landscape Consulting Agency for, Preparation of master plan of Yarada hill for comprehensive development facilitating eco tourism, Botanical garden, Star hotels, Golf course along with layout infrastructure in Visakhapatnam, Andhra Pradesh. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.
4. I/We shall make available to the VUDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the VUDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the VUDA.
 - b. I/We do not have any conflict of interest in accordance with Clause 2.11 of the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.12 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the VUDA or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 2 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.

8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the VUDA in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned study.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right if bid is not opened or rejected.
13. I/We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date of opening of financial bid specified in the RFP.
14. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4(i).
15. In the event our firm is being selected as the Consultant, I/we agree to abide by the terms & conditions of the assignment as finalized.
16. I/We have studied RFP and all other documents carefully and also surveyed the Study site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the VUDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/We hereby unconditionally accept the tender conditions of VUDA tender documents in it's entirety for the above work.

19. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in it's entirety, it is not permissible to put any remarks/conditions in the tender document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and VUDA shall without prejudice to any other right or remedy be at liberty to forfeit the VUDA earnest money.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

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

Form 2

General Information of the Firm

(To be submitted on firm's letterhead)

[Using the format below, provide information about your firm.]

General information form

1. State whether applying as sole Firm or Lead member of a Consortium:
2. Name of the Company/Firm:.....
(Attach an attested photocopy of Certificate of Registration.)
3. Legal status of the Firm:
4. If the applicant is a Lead member of a consortium, furnish the details of each of the other member firms.
5. Registered Address, telephone, tele-fax
.....
.....
6. Contact Person, Designation and Address including emailID
.....
.....

Signature of the Consultant/Authorized representative

- Necessary documentary proof i.e. certificate from banker (in case of proprietorship, copy of Partnership Deed in case of Partnership firm and certificate of incorporation in case of Pvt. Ltd. and Ltd. Co. is required.

Form 3: Financial Capacity of Applicant

Sr. No.	Financial Year	Annual Turnover (Rs. In Cr.)
1.	2013-14	
2.	2014-15	
3.	2015-16	
4.	2016-17	
5.	2017-18	

Certificate from the Statutory Auditor

This is to certify that the Average Annual Turnover of
(name of the Applicant) excluding the subsidiary/subsidiaries during the last three financial
years ending March 2018 is as shown above. The(name of the
applicant) has earned profit in financial year

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

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

**Form4(i): Power of Attorney for Sole/Proprietary Firm for
Signing of Proposal**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the VUDA, representing us in all matters before the VUDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the VUDA in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the Agreement with VUDA.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2016.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes to Power of Attorney:

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

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

Form-4(ii): Power of Attorney for Consortium/JV

Whereas the Visakhapatnam Urban Development Authority (“the Authority”) has invited Bids from interested parties for the ***** Project (“the Project”).

Whereas, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Proposal document (RFP), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “JV/Consortium members”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid of the Consortium and submission of its bid[s] for the Project[s], including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid[s] for the Project[s] and/ or upon award thereof till the Lease cum Development Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWEROF ATTORNEY ON THIS ____ DAY OF _____ 2016.

For

(Signature)
(Name & Title)

For

(Signature)
(Name & Title)

Witnesses:

- 1
- 2 (Executants)
- (To be executed by all the Members of the Consortium)

Notarized

Accepted

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

Notes to Power of Attorney:

- I. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.
- II. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Form 5(I): Applicant's Experience for Completed Projects

1	Project Name:	8	Narrative Description of Project:
2	Project Location :	9	Description of actual services provided:
3	Name of Client :	10	Professional Services provided by the firm:
4	Project Cost:	11	No. of person, months of professional staff by the firm :
5	Start Date (Month/Year) :	12	Project Fees:
6	Completion Date (Month / Year):	13	No. of person , period of professional staff on the project
7	Names of Associated Firms/Consultants, if any:	14	Status of the firm in the association/ Consortium/JV:

Note:

- I. *In support of the information, copies of completion certificates issued by clients must be enclosed and properly referenced with Page no. indicated in the format. The work orders/Agreement/Award letters shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder ,should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of work/assignment carried out by the Consultant, amount already received.*
- II. *The specific details of the nature of works (consultancy provided for) must be given.*
- III. *The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.*
- IV. *All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.*

Form 5(ii) : Applicant's Experience for Ongoing Projects

1	Project Name:	8	Narrative Description of Project:
2	Project Location :	9	Description of actual services provided:
3	Name of Client :	10	Professional Services provided by the firm:
4	Project Cost:	11	No. of person, months of professional staff by the firm :
5	Start Date (Month/Year) :	12	Project Fees:
6	Completion Date (Month / Year):	13	No. of person , period of professional staff on the project
7	Names of Associated Firms/Consultants, if any:	14	Status of the firm in the association/ Consortium/JV:

Note:

- I. *In support of the information, copies of Award Letters/Work Orders/Agreements issued by clients must be enclosed and properly referenced with Page no. indicated in the format.*
- II. *The specific details of the nature of works (consultancy being provided for) must be given.*
- III. *The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.*
- IV. *All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.*

Form 6(i): Particulars of Key Personnel

The consultant shall propose team consisting of staff / experts to take care of all aspects of the assignment as prescribed in the RFP.

Sl.No.	Designation of Key Personnel	Name / Educational Professional Qualification	Area of Expertise	Experience in No. of Years	Salary as per ITR
1.	Team Leader				
2.	Financial Expert				
3.	Urban Planner				
4.	Infrastructure Expert				
5.	Real Estate/ Marketing Expert				

(Signature, name and designation of the authorized signatory)

Form 6(ii) : CV of Key Personnel (C)

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

Name of project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- i. I am willing to work on the Study and I will be available for entire duration of the project as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

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

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

Section 6

Financial Proposal – Standard Forms

Form 7

Letter of financial Proposal

Form 8

Financial Offer

Form 7: Submission letter of Financial Proposal
[On the letter head of the Applicant (Lead member in case of Consortium)]

To,

Sub: Selection of Architectural landscape Consulting Agency for Preparation of Layout Plan for site area at Yarada Hill earmarked for comprehensive Development facilitating eco tourism, Star hotels, Resorts, Golf course, Botanical Gardens Etc along with layout infrastructure in Visakhapatnam, Andhra Pradesh

Sir,

I/We, the understand, offer to provide the consulting services for **“Selection of Architectural landscape Consulting Agency for Preparation of Layout Plan for site area at Yarada Hill earmarked for comprehensive Development facilitating eco tourism, Star hotels, Resorts, Golf course, Botanical Gardens Etc along with layout infrastructure in Visakhapatnam, Andhra Pradesh.”** In accordance with your request for proposal dated..... i.e. the date of publication, and our proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes and duties as applicable except GST.

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period/extended validity period of the proposal.

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

Yours faithfully,

(Signature, Name and Designation of the Authorized Signatory).
(Name and Seal of the Applicant/Lead member)

**Form 8: Financial Offer
Schedule of Quantity (SOQ)**

S.No.	Item	Quantity	Unit	Rate in INR	Amount
1	Selection of Architectural landscape Consulting Agency for Preparation of Layout Plan for site area at Yarada Hill earmarked for comprehensive Development facilitating eco tourism, Star hotels, Resorts, Golf course, Botanical Gardens Etc along with layout infrastructure in Visakhapatnam, Andhra Pradesh	1394.00	Acres		

Rate In words _____

Total amount in words _____

Rates shall inclusive of all taxes and duties as applicable except GST which shall be reimbursable after submitting proof of payment to the Govt.

The extent of land mentioned is tentative and if there is any increase / decrease of more than 5% in extent of land the quoted rate will be adjusted proportionately.

Consultant shall quote the rates in both figure and words

In case of discrepancy in figure and word the rates quoted in word shall be taken as correct

Signature of consultant/ Authorized representative _____
(Name and seal of the applicant/ Lead Member)

Form of Performance guarantee/Bank guarantee bond

In consideration of the Visakhapatnam Urban Development Authority (herein called "The Government") having offered to accept the terms and conditions of the proposed agreement between and _____ (herein called the "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/ guarantee from the Consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees only) on demand by the Government.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Consultant(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.
5. We, _____ (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, _____(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____(Rupees _____) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____
(indicate the name of the Bank).

RFP – Selection of Architectural landscape Consulting Agency for, Preparation of master plan of Yarada hill for comprehensive development facilitating eco tourism, Botanical garden, Star hotels, Golf course along with layout infrastructure in Visakhapatnam, Andhra Pradesh.

=====

Draft Contract

This CONTRACT (hereinafter together with the Annexure (1.Terms of Reference, 2. Submission Letter of Financial Proposal attached hereto called the Contract) is made on the _____ day of _____2018 between Visakhapatnam Urban Development Authority on the one part (hereinafter called the VUDA) and _____ a company / Partnership firm incorporated under Indian Companies Act, 1956 with its corporate office at _____, Indian (herein after called as the consultant, which expression shall unless repugnant to the context, including its successor and assignees)

Whereas

(A) the VUDA has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for **“Selection of Architectural landscape Consulting Agency for Preparation of Layout Plan for site area at Yarada Hill earmarked for comprehensive Development facilitating eco tourism, Star hotels, Resorts, Golf course, Botanical Gardens Etc along with layout infrastructure in Visakhapatnam, Andhra Pradesh”**

(B) The Consultants has agreed to provide the Services on the terms and conditions Set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1.1 Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference (TOR) as mentioned in Section-3 of this RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by VUDA / Consultancy Monitoring Committee during each stage of the study. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

The Consultant would follow a methodology to carry out the proposed study. The methodology should be such as prescribed in his Technical bid and as finalized in the Inception Report. Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the study (which is within the scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference- Section-3 of RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

1.2 Commencement Date

The Consultant will commence the services as soon as possible but not later than 15 days after the VUDA has given to the Consultant letter to proceed with the Services (Award Letter).

1.3 Additional Work

If, in the opinion of the VUDA, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project viz if the area increases than the area specified in RFP, the Consultant shall carry out such additional work and with the prior authorization of the VUDA. The charge for the additional work would be calculated on pro rata area basis. In case there is any dispute about determining whether any work proposed is within or outside the Scope of proposed TOR, the decision of VUDA shall be final and binding on the Consultant.

1.4 Other Documents

RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, Inception Report, Interim Report, Draft final Report, Final Report, RFP document, Draft Contract Agreement shall form part of the Contract.

2.0 Team Leader

The Consultant shall ensure that at all times during the fieldwork a resident Project Manager, acceptable to the VUDA, shall take charge of the operations of the Personnel in the field. The Team Leader shall be responsible for liaison in the field between the Consultant and the VUDA.

3.0 Undertakings of the Consultant

3.1 General Standard of Performance by the Consultant

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

The Consultant shall act at all times so as to protect the interests of the VUDA.

3.2 Records

During the subsistence of this Agreement and two years from the date of completion of the study, the Consultant shall permit the duly authorized representative of the VUDA, (after reasonable advance notice is served on the Consultant), from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the VUDA or any person authorized by the VUDA, from time to time, to audit such records and accounts during and after the services.

3.3 Information

The Consultant shall furnish the VUDA such information relating to the Services and the Project as the VUDA may from time to time reasonably request.

3.4 Assignments / Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the VUDA to any other persons, firm or organisation. The VUDA may allow such assignment/sub-letting at his discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the VUDA shall be void. The VUDA, may, however transfer its rights and obligations to any other person, firm or organization.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the VUDA, the VUDA reserves a right to reject any such work carried out. Even if the VUDA accepts any such work, VUDA reserves right to not to pay the amount which can be contributed to the amount of work done

In the event that any such independent consultant or sub-contractor is found by the VUDA to be incompetent in discharging his assigned duties; the VUDA may request the Consultant forthwith either to provide as a replacement, a consultant or subcontractor with qualifications and experience acceptable to the VUDA or to resume the performance of the Services itself. The decision of the VUDA in this regard shall be final and binding on the consultant.

3.5 Confidentiality

(a) Except with the prior written consent of the VUDA, the Consultant and the Personnel shall not at any time communicate, in oral or in writing or by any means of communication, to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential

Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

(b) VUDA agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the VUDA, become property of the VUDA and the VUDA is free to use any/all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

(c) The outcome of services rendered by the consultant and any consequent development/construction for the purpose for which his services are engaged under this contract shall be in the exclusive ownership of the VUDA and at no point of time the consultant shall lay any claim/right over it nor shall put to use that knowledge for any future projects out of VUDA.

3.6 Prohibition on Conflicting Activities

The Consultant shall ensure that member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.

3.7 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the VUDA and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

The consultant shall be vicariously liable for any loss /commission /omission /injury /damages that may be suffered by VUDA in lawful discharge of its duties by any of his employees/personnel/agents/representatives etc and shall keep the VUDA harmless from any tortious liability.

3.8 Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the VUDA.

The VUDA undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

3.9 Notice of Delay

In the event that the Consultant encounters delay in providing the required services or facilities set forth under this contract for the conduct of the Services, the Consultant shall promptly notify in writing the VUDA of such delay, and may request an appropriate extension of time for completion of the Services. However, the VUDA reserves the right to grant any such extension with or without levy of compensation/damages and the decision of the VUDA in this regard shall be final and binding on the consultant.

4.0 Prices and payment terms

4.1 Prices

The total cost to carry out the study shall be: Rs. _____ (Rupees _____ only) inclusive of all taxes and duties as applicable except GST. The GST shall be reimbursable after submitting proof of payment to the Govt..

4.2 Payment Terms:-

As per para 3.4 of RFP

4.3 Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

4.4 If the report submitted by the consultant is not acceptable to the VUDA, reasons for such non-acceptance should be recorded in writing; the VUDA shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the VUDA.

4.5 RFP does not include the time taken for granting approvals by VUDA No compensation will be given to consultant if project gets extended under any reason except as agreed by VUDA.

4.6 The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from VUDA in connection with the Services.

4.7 The consultant shall submit the final report of various stages within 15 days after receiving changes/ modifications as per VUDA suggestions.

5.0 Time schedule for submission of reports

The total time frame for carrying out the assignment would be **25 weeks** from start i.e. from date of issue of award letter. The details of work plan, timeframe for each stage of study is put up as per Section- 3 of RFP document. Time taken by VUDA in order to provide feedback/ comments will not be considered while calculating the time taken by consultants.

6.0 Reports

All reports and recommendations and general correspondence from the Consultant to the VUDA prepared by the Consultant under this Contract shall be in the English language. The consultant shall submit phase wise reports as per Terms of Reference.

7.1 Performance Guarantee

7.1.1 The VUDA shall retain by way of performance guarantee (the "Performance Security"), the Bank Guarantee substantially furnished in the form specified at Annex- of this Agreement, to be appropriated against breach of this Agreement. The Performance Guarantee shall be returned to the Consultant at the end of 2 (two) months after the submission and acceptance of all deliverables and preparation of final bill. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Guarantee, the VUDA may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Guarantee in accordance with the provisions of this Agreement.

7.2 Liquidated Damages for late submission

7.2.1 In case the above reports are not submitted within the period stipulated as per para 3.4 of RFP document i.e. indicative time & payment schedule due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the VUDA, a liquidated damages to the VUDA @ 0.5% per week on the contract value as per decision of Chief Engineer subject to maximum of 10% reckoned on the contract value. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.

7.2.2 In case the consultant does not submit the report within two months of due date, the VUDA reserves the right to terminate the contract as per the provisions of Section 8.1 and shall forfeit the performance guarantee amount, as specified in clause 7.1 above.

8.0 Termination of the Contract

8.1 The VUDA reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, upon expiry of 15 days from the date of service of notice_on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till the date of termination by the consultant shall be taken over by the VUDA, VUDA reserves its right to appoint a new consultant to get the pending work completed at the sole risk and cost of the bidder/consultant and hand over to the new consultant all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the VUDA may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to VUDA within 30 days of termination date.

8.2 The VUDA reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.4 The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP (Indigent Person) petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.

8.5 The payment for work already done by the bidder/consultant will be determined based on the actual work carried out after adjustment of additional cost/enhanced cost, if any in case the work is got completed through a new consultant alongwith liquidated damages for delay.

9.0 Performance obligations

Consultant shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, consultants shall promptly re-do/remedy, within the specified period of this contract, without any additional cost to the VUDA and to carry out such modifications and /or rectification as may be required.

10.0 Compliance with laws, statutes, rules, regulations and notifications of Government/VUDA

Consultants shall comply with all laws, statutes and rule, regulations and notifications in force of Central and State Governments and/or Local authorities that may be applicable from time to time upon any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly and with other activates related to this lawful discharge of responsibilities under this contract. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the VUDA indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, risk and costs, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government, Local Self Government or any Statutory VUDA.

11.0 Period of Agreement

The agreement to be entered between the VUDA and the consultant with 10 days from the date of issue of work order duly paying the required balance EMD after deducting the initial EMD paid on submission of RFP (total EMD @ 2.5% of Quoted price / financial offer) and shall be valid from the date of signing the contract till stipulated date of completion of contract.

12.0 Liability

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event, however, shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the VUDA. However this clause will not prevent the VUDA from levying the liquidated damages as per Clause 7 and 8.1 or otherwise mentioned in this contract.

13.0 Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax or by any other means of communication to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Corporate Office or branch office addresses.

14.0 Force Majeure.

14.1 Force Majeure means such of the following factors which substantially affect the performance of the contract, such as:

- a) natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of client's / consultant's scope of work provided;

Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

14.2 The Consultants or the VUDA shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

14.3 However, if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall, however, be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 8.5 or otherwise mentioned in the contract, without interest thereupon.

16.0 Custody of reports/data etc

All documents received from the VUDA, shall remain in the custody of the consultant or in the custody of his authorized personnel(s) during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the consultant till the completion of the job and shall be handed over to the VUDA on preparation of final report or on termination of the contract.

17.0 Indemnity

Consultant shall indemnify the VUDA and every members, officers and employees of the VUDA, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission/commission or failure by consultants in the performance of Consultant's obligation under this Agreement and the amount of loss suffered and its damages thereof shall be decided by the competent authority of VUDA which shall be binding on the consultant.

18.0 General clauses

18.1 Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorised representatives of the parties in writing executed on behalf of both parties hereto.

18.2 Non Exclusive Agreement

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.7.

18.3 Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable laws, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

18.4 Survival

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

Authorised Signatory

Authorised Signatory

On behalf of the VUDA

On behalf of the Consultant

